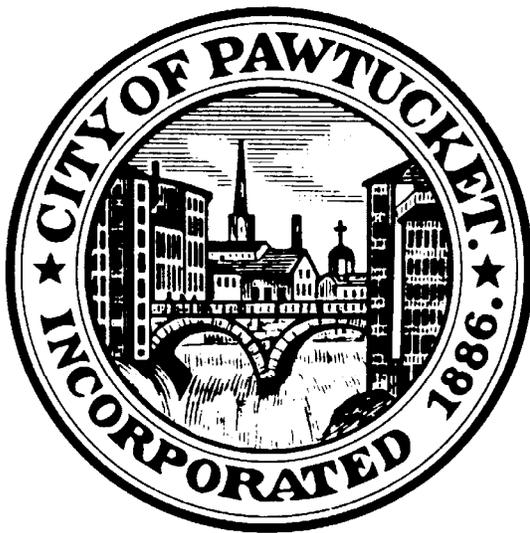


BID BOOKLET

CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037



PAWTUCKET, RHODE ISLAND

DEPARTMENT OF PLANNING & REDEVELOPMENT
175 MAIN STREET
PAWTUCKET, RHODE ISLAND

CITY OF PAWTUCKET

BID FOR

CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037

PAWTUCKET, RHODE ISLAND

The undersigned hereby understands that the City of Pawtucket has the right to reject any and all bids and to award the contract in the best interests of the City of Pawtucket. The undersigned also understands that the contract must be carried out in strict accordance with the contract documents.

Name of Bidder: _____

Signature: _____

Title of Bidder: _____

Company Address: _____

Date: _____ Phone Number: _____

BID ITEMS

The following pages contain the items, which comprise the "**CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037**", Pawtucket, Rhode Island. It is the intention of the City of Pawtucket that the total bid for this project equal the total of the individual units.

It is required that all questions regarding this project be submitted in writing so that the required interpretations can be sent out to all the bidders. We apologize for any inconvenience that this may cause, but it is the only way to insure that everyone has an equal chance by all working from identical information.

BID FORM

CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037

Please submit pricing for this project using both options. **Option #1** is 6 ft. height Permafused Coated fence and **option #2** is 6 foot height galvanized fence.

1. **Option 1:**

Master Halco PVC and Anchor® Permafused® PVC Coated Steel Chain Link Fabric(2" mesh, 9 gauge) on Permafused® PVC Coated Galvanized Steel Framework. **Top and Bottom Rails.**

- **6 Foot Height Fence**
Location Noted On Plan \$ _____
- **Remove & Dispose Existing Chain Link Fence**
Location Noted On Plan \$ _____
- **4 Foot Height Fence with 4 Foot Access Gate**
Location Noted On Plan \$ _____
- **Remove & Dispose Existing Chain Link Fence**
Location Noted On Plan \$ _____
- **R & D 24" Diam. Tree Trunk**
Location Noted On Plan \$ _____
- **TOTAL COST:** \$ _____

2. **Option 2:**

Master Halco Galvanized Chain Link Fabric(2" mesh, 9 gauge) on Galvanized Steel Framework with top and bottom rail. Same specification as above with the exception of the Permafused PVC Coating. . **Top and Bottom Rails.**

- **6 Foot Height Fence**
Location Noted On Plan \$ _____
- **Remove & Dispose Existing Chain Link Fence**
Location Noted On Plan \$ _____
- **4 Foot Height Fence with 4 Foot Access Gate**
Location Noted On Plan \$ _____
- **Remove & Dispose Existing Chain Link Fence**
Location Noted On Plan \$ _____
- **R & D 24" Diam. Tree Trunk**
Location Noted On Plan \$ _____
- **TOTAL COST:** \$ _____

BID PROPOSAL

**CITY OF PAWTUCKET
CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037
PAWTUCKET, RHODE ISLAND**

Proposal of _____
hereinafter called the Bidder organized and existing under the laws of the State of Rhode Island and Providence Plantations, doing business as: "Individual," "Partnership" or "Corporation" (circle one) to the City of Pawtucket, Pawtucket, RI hereinafter called the Owner.

TO WHOM IT MAY CONCERN:

The Bidder, in compliance with the invitation for bids for the "**CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037**", Pawtucket, Rhode Island, having examined the Contract Documents and related specifications and being familiar with the site and with all the conditions surrounding the proposed work including the availability of materials, labor and equipment, hereby proposes to execute the project in accordance with the contract documents within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

The subject prices shall include all labor, materials, transportation, overhead, profit, insurance, etc., to cover the finished work of the kinds called for.

The total Base Bid amount as stated by the Bidder is for comparison only. In the event that no qualified bid is within the funds available for this project, the Owner reserves the right to add or deduct certain work items for each qualified bid to obtain a bid within the funds available.

If alternates are applied, award will be made to the lowest qualified bidder after deducting alternatives to within the funds available, even though resulting low bidder's Total Base Bid may or may not be lowest before deductions are made.

In the event that after adding/deducting one or more of the items, the total sum of bid cannot be obtained within the funds available, the Owner reserves the right to reject all bids.

The Owner reserves the right to add deducted items back into the contract at a later date should funds become available.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ACKNOWLEDGEMENTS/ADDENDA

The Bidder hereby states that he/she has become thoroughly familiar with the site, local conditions affecting the performance and costs of the work, and within the Contract Documents, including the Bid Documents and those forms required to be executed and submitted with this proposal as well as the method of contract award, the terms of the proposed contract, wage rates and employment requirements and reports, the conditions of this contract relating to performance, the technical specifications and drawings, and any addenda thereto as prepared by the City of Pawtucket as follows:

ADDENDUM NO. SIGNATURE OF BIDDER

_____	_____
_____	_____
_____	_____
_____	_____

The Bidder hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

BID SUBMITTED BY:

(Firm Name)

(By/Title)

(Address/City/State/Zip)

CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually.).

(Company)

(Title)

Date: _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BID BOND

KNOW ALL MEN BY THESE PRESENCE That we, the undersigned,

Name of Principal

As PRINCIPAL, and _____ as SURETY are held and _____ in the penal sum of

_____ and _____/100 (\$_____) Dollars, lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated _____, 20__ for_____.

NOW, THEREFORE, if the principal shall not withdraw said Bid within the period specified therein (after the opening of the same), and shall within the period specified therein enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment of Labor, material supplies, etc; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such contract and give such bid bond within the time specified, if the Principal shall pay the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this ___ day of _____ 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of: _____(SEAL)
(Individual Principal)

(Business Address)

_____(SEAL)
(Individual Principal)

(Business Address)

ATTEST:

(Corporate Principal)

(Business Address)

By: _____ Affix
Corporate Seal

Attest: _____

(Corporate Surety)

Countersigned _____

By: _____ Affix
Corporate Seal

By: _____
Attorney-in-Fact, State of RI

(Power of Attorney for person signing for surety company must be attached to bond).

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____ **Secretary of the Corporation named as
Principal in the within Bond: that** _____

who signed the said bond on behalf of the Principal was then the
_____ of said Corporation; that I know his
signature, and his signature thereto is genuine, and that said bond was duly signed, sealed,
and attested to for and in behalf of said Corporation by authority of its governing body.

By _____ (Corporate)
(Seal)

Title

EXPERIENCE

The following experience sheet shall be completed by each Bidder. Any Bid submitted without fully completed Experience Sheet shall be rejected by the OWNER.

1. The Bidder (Contractor), under the current business name, shall have a minimum of five (5) years experience in the construction of similar projects. Bidder (Contractor) that does not meet this requirement will be considered to be a non-responsive bid, therefore, the bid will be rejected by the OWNER.
2. Have you ever failed to complete any work awarded to you?
If so, state what project and why.

3. Bidder (Contractor) has been in business under the present name for _____ (_____) years.

4. Has your company been restricted from performing work for the State of Rhode Island within the past ten (10) years?

Yes

No

If yes, provide information below:

Project Name _____

Project Date _____

Describe reason your firm was restricted _____

PROJECT QUALIFICATION STATEMENT – GENERAL BIDDER

1. On separate pages appended to this Statement, provide the following information in tabular form for every construction project completed in the last three (3) years.

PROJECT QUALIFICATION STATEMENT – GENERAL BIDDER, QUESTION 1

PROJECT TITLE: _____

COMPLETED ON TIME? (YES OR NO): _____

DATE COMPLETED: _____

REASON(S) FOR LATE COMPLETION: _____

TIME EXTENSION GRANTED TO DATE: _____

NAME OF CONTRACTOR'S
PROJECT MANAGER: _____

PROJECT ARCHITECT AND TELE. NO. _____

PROJECT OWNER AND TELE. NO. _____

NEW CONSTRUCTION

RENOVATION

CONTRACTOR'S AFFIDAVIT

I swear, under the pains and penalties of perjury, that the information provided in the Project Qualification Statement – General Bidder is true, accurate and complete.

Bid Date

Print Name of General Bidder

Project Number

Business Address

Awarding Authority

Telephone Number

Signature of Bidder

THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBTRACTORS THAT THE CONTRACTOR PROPOSES TO USE

PROPOSED SUBCONTRACTORS

If none, write "None" _____

*Description of Work _____

Proposed Subcontractor, Name: _____

Address: _____

*Description of Work _____

Proposed Subcontractor, Name: _____

Address: _____

*Description of Work _____

Proposed Subcontractor, Name: _____

Address: _____

*Description of Work _____

Proposed Subcontractor, Name: _____

Address: _____

*Description of Work _____

Proposed Subcontractor, Name: _____

Address: _____

*Description of Work _____

Proposed Subcontractor, Name: _____

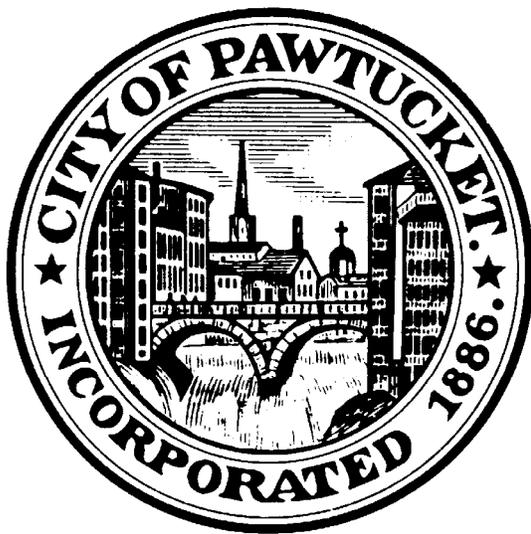
Address: _____

*Insert description of work and subcontractors' names as may be required.

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

PROJECT MANUAL

CHILDREN'S FRIEND FENCE PROJECT PROJECT #12-037



PAWTUCKET, RHODE ISLAND

DEPARTMENT OF PLANNING & REDEVELOPMENT
175 MAIN STREET
PAWTUCKET, RHODE ISLAND

October 5, 2012

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I - INVITATION TO BID

INVITATION TO BID

CITY OF PAWTUCKET

CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037

The City of Pawtucket is seeking sealed bids for the “**CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037**”, located at 15 Legion Drive, Pawtucket, Rhode Island.

Project will consist of removing an existing chain link fence and installing with a new chain link fence per specs, and the removal of one tree trunk.

Plans and specifications are available at the offices of the Purchasing Division, Pawtucket City Hall, 137 Roosevelt Avenue, Pawtucket, Rhode Island.

Direct questions to: Thomas Willett, Chief of Project Development, or Michael Wilcox, Project Engineer, Department of Planning & Redevelopment (401) 724-5200.

All sealed bids shall be clearly marked “**CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037**” and directed to the attention of: David Clemente, Purchasing Agent, City of Pawtucket, 137 Roosevelt Avenue, Pawtucket, Rhode Island, 02860, no later than **1:00 p.m. on Tuesday, OCTOBER 23, 2012**.

Bids shall be opened publicly in the City Council Chambers, 3rd Floor, Pawtucket City Hall on **Tuesday, OCTOBER 23, 2012 at 2:30 p.m.**

Contractors are encouraged to visit the site and note conditions. ***Any contractor wishing to access the property must check in with the front office the pre-school.***

Individuals requesting interpreter services for the hearing-impaired must notify the Purchasing Department at 728-0500, Ext. 271, at least 72 hours in advance of the bid opening date.

David Clemente
Purchasing Agent

Donald R. Grebien
Mayor

**II – SEALED BID REGULATIONS –
INSTRUCTIONS TO BIDDERS**



DONALD R. GREBIEN
MAYOR

CITY OF PAWTUCKET
CITY HALL
137 ROOSEVELT AVENUE
PAWTUCKET, RHODE ISLAND 02860

OFFICE OF THE PURCHASING DIVISION

DAVID CLEMENTE
PURCHASING AGENT

SEALED BID REGULATIONS

Instructions To Bidders

**BID TITLE: CHILDREN'S FRIEND FENCE PROJECT,
PROJECT #12-037**

A. SUBMISSION OF BIDS:

1. All bids must be submitted in sealed envelopes, plainly marked in the lower left-hand corner, with the date and time of opening, the title of work, service, material or equipment to which they relate endorsed thereon. The envelope will be addressed to: **Purchasing Board, Purchasing Agent's Office, City Hall, 137 Roosevelt Avenue, Pawtucket, RI 02860**, and will be received by said **Board** at its meeting to be held on **Tuesday, October 23, 2012** at **2:30 p.m.**, and at that time, publicly opened in the **City Council Chambers, 3rd Floor, City Hall**.
2. Bids **MUST** be received in the Purchasing Division Office **NO LATER THAN 1:00 P.M. on day of bid opening**. Bids received after **1:00 p.m. WILL NOT BE CONSIDERED**.
3. Bids received prior to the deadline will be securely kept, and unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified.
4. If mailing your bid in envelopes provided by United Parcel, Federal Express, etc., your sealed and properly marked bid **must be contained in the mailer**.
5. Bids must be prepared in conformity with, and shall be based upon and submitted to all requirements of the specifications together with all addenda thereto. Failure to comply with these requisites may result in the bid being misdirected, opened in error prior to official opening, and possible rejection of bid.
6. Bids may be withdrawn only on written request received prior to the opening thereof. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened. A performance bond **may** be required of the successful bidder. All performance bonds must be in the sum equal to one hundred percent (**100%**) of the accepted bid, unless otherwise noted in specifications contained herein.
7. Bidders must be prepared to show without a reasonable doubt that they have a suitable financial status to meet all obligations incident to the work, have adequate equipment to properly and expeditiously perform the contract, that they have appropriate

technical experience, and maintain a permanent, regular place of business.

8. Telephone, telegraph, or FAX bids **will not** be considered.
9. Bids signed by an **AGENT** must be accompanied by evidence of his authority.
10. **SAMPLES** of items, when required, must be submitted within the time specified, and at no expense to the City. If not destroyed by testing, they will be returned at bidder's request and expense, unless otherwise specified in the bid.

B. FORM OF BIDS:

1. Bids **must** be submitted **IN DUPLICATE.**
2. All prices indicated in the bid shall be made either in ink or by typewriter. Any erasures or changes must be initialed by the official submitting and signing the bid. Prices should be written in words and in figures. In the event of a discrepancy, the written price shall prevail. Bids determined to be made in collusion with any other bidder shall be disqualified from consideration for award.

C. AWARD OF BIDS:

1. It is the intent of the Purchasing Board to make an award in accordance with the specifications, and based on the lowest qualified bid price **OR** the lowest qualified/evaluated bid price, whichever is in the best interests of the City. The successful bidder will be notified at the earliest possible date by the Department requesting the bid solicitation.
2. The Purchasing Board reserves the right to reject the bid of any bidder who has previously not performed in a manner satisfactory to the City, **or** who has not completed 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, men or employees.
3. The Purchasing Board further reserves the right to make an award on an item by item basis, or aggregately, **OR to reject any and all bids if it is deemed in the best interests of the City.**
4. The Purchasing Board, can, at its discretion, waive any technicality, irregularity or informality in bids **or** to reject any bid for failure to comply with any provisions herein listed.

D. DELIVERY:

All bids are to be **FOB various locations within the City of Pawtucket.** No extra charges for delivery, handling or other services will be honored. Only inside delivery and set-up, if required, will be accepted. **TAILGATE DELIVERIES WILL BE REFUSED.** Vendor must notify the receiving Department 24 hours prior to delivery. All claims for damage in transit shall be the responsibility of the successful bidder. The City **will not** make payment on damaged goods—they must be replaced or adjustments made to the satisfaction of the City.

E. HOLD HARMLESS:

The contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances, and property of every description used in connection therewith. The contractor agrees to indemnify and save harmless the City of Pawtucket, its

employees and agents, against loss or expense by reason of the liability imposed by law upon the contractor, all sub-contractors, or owner for damage because of bodily injuries, including person or persons or on account of damage to property arising out of or in consequence of the performance of this work whether such injuries to persons or damage to property are due or claimed to be due to any negligence, including gross negligence, of a sub-contractor, the owner, the general contractor, his or their employees or agents, or any other person.

F. TAXES:

The City is **EXEMPT** from the payment of The Rhode Island **Sales Tax** under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended, and further exempt from the payment of any **excise or federal transportation taxes.** The price bid must be exclusive of taxes, and will be so construed.

G. MISCELLANEOUS:

1. Arrangements to view opened bids may be made by calling Purchasing Division at **(401) 728-0500, Extension 271.**
2. Attention of all bidders is called to **Title 37, Chapter 13**, of the **General Laws of Rhode Island, 1956**, relative to the payment of **prevailing wages**, obligations, and charges by contractors on **public works projects.**
3. The City of Pawtucket encourages **“minority owned”** businesses to submit bids.
4. The City of Pawtucket complies with and adheres to the State of Rhode Island’s “uniform Purchasing code,” as contained in **RI General Laws, Chapter 55, Award of Municipal Contracts, Sections 45-55-1 through 45-55-16, including amendments, as added.**

III - INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.0 USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract forms, which are for the convenience of bidders and are not to be detached from the Contract Documents, filled out, and executed. Separate copies of Bid Forms will be furnished for that purpose.

2.0 INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Pawtucket (hereinafter called the "Owner"). Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Owner at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3.0 INSPECTION OF SITE

Each bidder should visit each site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions, attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine the Contract Documents or to visit the site and acquaint himself with the existing conditions.

4.0 ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the Technical Specifications.

5.0 BID

5.1 All bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents, including the Drawings and these INSTRUCTIONS TO BIDDERS. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

5.2 Bid Documents, including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words, "**CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037**", name of Bidder, and date and time of bid opening in order to guard against premature opening of the bid.

5.3 The Owner may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

5.4 If the Contract is awarded, it will be awarded by the Owner to a responsible Bidder on the basis of the lowest qualified bid price and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

5.5 Each Bidder shall include in his Bid the following information:

Principals

Name
Social Security Number
Home Addresses, including City, State & Zip Code

Firm

Name
Treasury Number
Address, including City, State & Zip Code

6.0 BID GUARANTY

6.1 The Bid must be accompanied by a Bid Guaranty which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City of Pawtucket. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all or as required by the Contract Documents.

6.2 Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly: otherwise the Bid will not be considered.

6.3 Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

7.0 COLLUSIVE AGREEMENTS

7.1 Each Bidder submitting a Bid to the Owner for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

7.2 Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form

provided in Section 103 hereof.

8.0 STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall upon request of the Owner submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the Specifications, his organization and equipment available for the work contemplated, and when specifically requested by the Owner, a detailed financial statement.

The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

9.0 UNIT PRICES

The unit and lump-sum price for each of the several items in the Proposal of each Bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the Total Bid. The price submitted for items requiring a lump sum Bid shall also include all overhead and represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities or unit price, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items or work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) except for work not covered in the Drawings and Technical Specifications as provided for in Section 110 hereof.

10.0 PROPOSED CONTRACTORS

The Bidder shall submit the names of all proposed subcontractors that the Bidder proposes to use.

11.0 CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

12.0 TIME FOR RECEIVING BIDS

Bids are due at the time and date specified in the Invitation to Bid. Bids received prior to the opening will be securely kept sealed. Bids received after the specified date and time in the Invitation to Bid will **not** be accepted nor considered. The officer whose duty it is to open them will do so at the time and date specified in the Invitation to Bid.

13.0 OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

14.0 WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

15.0 AWARD OF CONTRACT: REJECTION OF BIDS

15.1 The Contract will be awarded to the responsible Bidder submitting the lowest qualified Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest. The award of the contract will be made within 30 days after approval by the City of Pawtucket.

15.2 The Owner reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

16.0 EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

16.1 Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner an Agreement in the form included in the Contract Documents in such number of copies as the Owner may require.

16.2 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph 15.1 above, furnish surety bonds in penal sums not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date, as or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. These bonds shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

16.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the CITY OF PAWTUCKET may grant, based upon reasons determined sufficient by the CITY OF PAWTUCKET shall constitute a default, and the CITY OF PAWTUCKET may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising, the defaulting Bidder

shall have no claim against the CITY OF PAWTUCKET.

17.0 WAGES AND SALARIES

17.1 Attention is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See SECTION 18.

17.2 The rates of pay set forth under SECTION 18, are the minimum to be paid during the life of the Contract. It is therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

Wages of labor on Federal-Aid Construction Contracts

Prospective bidders are informed that this Contract is subject to the Federal Highway Act of 1968 and Davis-Bacon Act. All contractors and subcontractors will be subject to and monitored for conformance with the Federal Prevailing Wage Rates that are in effect at the time of award of the project, which can be obtained at the following web site:

<http://www.wdol.gov/wdol/scafiles/davisbacon/ri.html>

The following decision was obtained from the above website on 10/5/2012

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General Decision Number: RI120001 09/28/2012 RI1

Superseded General Decision Number: RI20100001

State: Rhode Island

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

Counties: Rhode Island Statewide.

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

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/27/2012
3	03/02/2012
4	03/16/2012
5	05/11/2012
6	05/18/2012
7	06/01/2012
8	06/15/2012

9	06/22/2012
10	07/27/2012
11	08/10/2012
12	08/31/2012
13	09/07/2012
14	09/28/2012

ASBE0006-008 09/01/2011

	Rates	Fringes
Asbestos Worker/Insulator Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	\$ 36.59	21.83

ASBE0201-004 06/01/2005

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 17.65	9.95

BOIL0029-001 10/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 38.25	17.04

BRI0003-001 06/01/2012

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 34.30	21.90

BRI0003-002 09/01/2012

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 34.23	22.82

BRI0003-003 09/01/2012

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 28.90	21.65

CARP0094-001 06/04/2012

Rates	Fringes
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CARPENTER (Soft Floor Layer).....	\$ 31.56	23.90
Diver Tender.....	\$ 32.56	23.90
Diver.....	\$ 43.36	23.90
MILLWRIGHT.....	\$ 32.75	22.39
Piledriver.....	\$ 31.56	23.90
WELDER.....	\$ 32.56	23.90

FOOTNOTES:

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

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

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

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

ELEC0099-002 06/01/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 34.08	61.38%
Teledata System Installer.....	\$ 25.56	14.26%+13.07

FOOTNOTES:

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

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

ELEV0039-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 44.53	23.535+A+B

FOOTNOTES:

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

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

ENGI0057-001 07/01/2012

	Rates	Fringes
Operating Engineer: (power plants, sewer treatment plants, pumping stations,		

tunnels, caissons, piers,
docks, bridges, subterranean
& other marine and heavy
construction work)

GROUP 1.....	\$ 34.65	21.10+a
GROUP 2.....	\$ 30.27	21.10+a
GROUP 3.....	\$ 27.42	21.10+a
GROUP 4.....	\$ 33.70	21.10+a
GROUP 5.....	\$ 33.37	21.10+a
GROUP 6.....	\$ 30.35	21.10+a
GROUP 7.....	\$ 34.27	21.10+a

BOOM LENGTHS, INCLUDING JIBS:

150 feet and over + \$1.75
180 feet and over + \$2.75
210 feet and over + \$3.75
240 feet and over + \$4.75
270 feet and over + \$6.75
300 feet and over + \$7.75

PAID HOLIDAYS:

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

FOOTNOTES:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Digging machine, Ross Carrier, crane, lighter,
locomotive, derrick, hoist, elevator, bidwell-type machine,
shot & water blasting machine, paver, spreader, front end
loader (3 yds. and over), vibratory hammer & vacuum truck.

GROUP 2: Fireman & oiler.

GROUP 3: Oiler on crawler backhoe.

GROUP 4: Bulldozer, bobcat, tractor, grader, scraper,
pippin-type backhoe, roller, front end loader (less than 3
yds.), street and mobile-powered sweeper (3-yd. capacity),
8-ft. sweeper minimum 65 HP).

GROUP 5: Well-point installation crew.

GROUP 6: Heater, concrete mixer, stone crusher, welding
machine, generator and light plant, gas and electric driven
pump and air compressor.

GROUP 7: Boat & tug operator.

ENGI0057-002 07/01/2012

Rates

Fringes

Power Equipment Operator
(highway construction)

projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects which are incidental to highway construction projects)

GROUP 1.....	\$ 29.80	21.10+a
GROUP 2.....	\$ 28.33	21.10+a
GROUP 3.....	\$ 22.38	21.10+a
GROUP 4.....	\$ 25.08	21.10+a
GROUP 5.....	\$ 28.78	21.10+a
GROUP 6.....	\$ 28.40	21.10+a
GROUP 7.....	\$ 24.05	21.10+a
GROUP 8.....	\$ 25.43	21.10+a
GROUP 9.....	\$ 27.38	21.10+a
GROUP 10.....	\$ 27.85	21.10+a
GROUP 11.....	\$ 28.23	21.10+a

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Digging machine, crane, piledriver, lighter, locomotive, derrick, hoist, boom truck, John Henry's, directional drilling machine, cold planer, reclaimer, paver, spreader, grader, front end loader (3 yds. and over), vacuum truck, test boring machine operator, veemere saw, water blaster, hydro-demolition robot, forklift, economobile, Ross Carrier, concrete pump operator

GROUP 2: Fireman

GROUP 3: Oiler

GROUP 4: Oiler on truck crane, gradall & crawler crane

GROUP 5: Pippin type backhoe, front end loader (less than 3 yds.), bulldozer & scraper

GROUP 6: Roller, bobcat, street sweeper

GROUP 7: Gas and electric drive heater, concrete mixer, light plant, welding machine, pump & compressor

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

GROUP 10: Shovel operator, front end loader & dragline

GROUP 11: Well point installation crew

ENGI0057-003 07/01/2012

BUILDING CONSTRUCTION

Rates Fringes

Power Equipment Operator

GROUP 1.....	\$ 33.92	21.10+a
GROUP 2.....	\$ 33.70	21.10+a
GROUP 3.....	\$ 29.70	21.10+a
GROUP 4.....	\$ 26.85	21.10+a
GROUP 5.....	\$ 33.00	21.10+a
GROUP 6.....	\$ 32.57	21.10+a
GROUP 7.....	\$ 29.89	21.10+a

BOOM LENTHS, INCLUDING JIBS:

150 ft. and over: + \$1.75
 180 ft. and over: + \$2.75
 210 ft. and over: + \$3.75
 240 ft. and over: + \$4.75
 270 ft. and over: + \$6.75
 300 ft. and over: + \$7.75

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Digging machine, Ross carrier, crane, lighter, locomotive, derrick, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 2: Economobile-type equipment, forklift, concrete pump & on-site concrete plant

GROUP 3: Fireman & oiler

GROUP 4: Oiler on crawler backhoe

GROUP 5: Bulldozer, bobcat, tractor, grader, scraper, pippin-type backhoe, roller, front end loader (less than 3 yds.), street and mobile powered sweeper (3 yds. capacity), 8-ft. sweeper (minimum 65 hp)

GROUP 6: Well point installation crew

GROUP 7: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

 * IRON0037-001 09/16/2012

	Rates	Fringes
IRONWORKER.....	\$ 32.63	21.72

 LABO0271-001 12/05/2010

BUILDING CONSTRUCTION

	Rates	Fringes
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LABORER

GROUP 1.....	\$ 25.90	19.85
GROUP 2.....	\$ 26.15	19.85
GROUP 3.....	\$ 26.65	19.85
GROUP 4.....	\$ 26.90	19.85
GROUP 5.....	\$ 27.90	19.85

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

LABO0271-002 12/05/2010

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1.....	\$ 43.33	19.85
Group 2.....	\$ 32.85	19.85
Group 3.....	\$ 45.33	19.85
FREE AIR		
Group 1.....	\$ 35.40	19.85
Group 2.....	\$ 32.85	19.85
Group 3.....	\$ 37.40	19.85
LABORER		
Group 1.....	\$ 25.90	19.85
Group 2.....	\$ 26.15	19.85
Group 3.....	\$ 26.90	19.85
Group 4.....	\$ 19.40	19.85
Group 5.....	\$ 27.90	19.85
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man.....	\$ 31.90	19.85
Top Man & Laborer.....	\$ 30.95	19.85
TEST BORING		
Driller.....	\$ 32.35	19.85
Laborer.....	\$ 30.95	19.85

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

LABORER - FREE AIR CLASSIFICATIONS

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

GROUP 2: Change house attendant, powder watchperson

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

 PAIN0011-005 06/21/2011

	Rates	Fringes
PAINTER		
Brush, Roller, Taper, Wall Coverer.....	\$ 28.55	16.97
Epoxy, Tanks, Towers, Swing Stage & Structural Steel.....	\$ 30.55	16.97
Spray, Sand & Water Blasting.....	\$ 29.55	16.97

 PAIN0011-006 06/01/2011

	Rates	Fringes
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GLAZIER.....\$ 32.73 16.55

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2012

	Rates	Fringes
Painter (Bridge Work).....	\$ 42.13	17.52

PAIN0035-008 06/01/2011

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

PLAS0040-001 06/11/2012

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.50	23.35
PLASTERER.....	\$ 32.00	22.60

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

PLAS0040-002 06/11/2012

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.50	23.35

PLUM0051-002 03/01/2012

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 34.51	26.07

ROOF0033-004 10/01/2011

	Rates	Fringes
ROOFER.....	\$ 30.00	18.95

SFRI0676-001 01/01/2010

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.50	17.85

SHEE0017-002 07/01/2012

	Rates	Fringes
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Sheet Metal Worker.....\$ 34.84 28.05

TEAM0251-001 08/01/2012

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.51	17.4125+A+B
GROUP 2.....	\$ 26.66	17.4125+A+B
GROUP 3.....	\$ 26.71	17.4125+A+B
GROUP 4.....	\$ 26.76	17.4125+A+B
GROUP 5.....	\$ 26.86	17.4125+A+B
GROUP 6.....	\$ 27.26	17.4125+A+B
GROUP 7.....	\$ 27.46	17.4125+A+B
GROUP 8.....	\$ 26.96	17.4125+A+B
GROUP 9.....	\$ 27.21	17.4125+A+B
GROUP 10.....	\$ 27.01	17.4125+A+B

FOOTNOTES:

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

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

All drivers working on a defined hazard material job site shall be paid a premium of \$2.00 per hour over applicable rate.

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer

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

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

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

GROUP 10: Tractor trailer

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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SECTION 18. EEO REQUIREMENTS

Equal Employment Opportunity
Executive Order 11246 As Amended
By Executive Order 11375

U. S. Department of Labor
Employment Standards Administration
Office of Federal Contract Compliance Programs

OCCP-4
November 1975

END OF INSTRUCTIONS TO BIDDERS

IV - SAMPLE CONTRACT AGREEMENT AND BONDS

CONTRACT AGREEMENT

CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037
Pawtucket, Rhode Island

THIS AGREEMENT made this **DATE TO BE DETERMINED**, by and between _____ organized and existing under the laws of the State of Rhode Island hereinafter called "Contractor" and the **CITY OF PAWTUCKET** hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools and equipment and services, and perform and complete all work required for "**CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037**", Pawtucket, Rhode Island. These improvements include all work as outlined and in strict accordance with this Contract Agreement as prepared by the City of Pawtucket.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor for the performance of the Contract in current funds for the work performed at the unit price stipulated in the Bid for the work completed subject to additions and deductions as provided in the General Conditions hereof. **Total contract price is \$**

ARTICLE 3. Contract. The executed Contract Agreement shall consist of the following:

I. This Agreement:

- | | |
|-----------------------------|---|
| a. Invitation for Bids | g. Technical Specifications & Drawings |
| b. Instructions to Bidders | h. Site Location & Details |
| c. Signed copy of Bid | i. All work outlined in the Scope of Work |
| d. General Conditions | j. U. S. Dept. of Labor General Wage |
| e. Supplementary Conditions | Current Davis Bacon decision as listed on |
| their | |
| f. Special Conditions | website |

ARTICLE 4. Compliance With Contracting Procedures. The vendor acknowledges, under the pains and penalties of perjury, that he (or she) has not been offered, paid, or been solicited for any contribution or compensation, nor has he (or she) been granted a gift, gratuity, or other consideration either directly or indirectly by any officer, employee, or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

The vendor shall also acknowledge as follows:

The vendor acknowledges, under the pains and penalties of perjury, that he (or she) has not offered, paid, or solicited by way of any contribution or compensation, nor has he (or she) granted a gift, gratuity, or other consideration either directly or indirectly any officer, employee, or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

We, **CONTRACTOR'S NAME HERE**, will complete the "**CHILDREN'S FRIEND FENCE**

PROJECT, PROJECT #12-037" located in the city of Pawtucket, Rhode Island, no later than DATE (Completion date to be determined when contract is finalized).

CONTRACTOR'S NAME HERE shall furnish and install all material, equipment, incidentals required to perform and complete the work in strict accordance with the plans and specifications.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event, that any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies of the day and year first above written.

CONTRACTOR'S NAME HERE

WITNESS

By: _____
Name of person company rep.
Title

Company Name
Address

Date: _____

CITY OF PAWTUCKET

WITNESS

By _____
Donald R. Grebien
Mayor

Date: _____

SURETY COMPANY INFORMATION

The Surety Company providing the Performance Bond and the Labor and Material Payment Bond must be licensed in the State of Rhode Island and must have a rating of A- or better as determined by A. M. Best. Verification of the rating will be required prior to award of the Contract.

The Contractor shall provide the following information pertaining to the Surety Company:

Name of Company _____

Address of Home Office _____

Telephone # of Home Office _____

Name of Agent or
Representative _____

Providing of False information will be sufficient grounds to reject the bid.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT:

THAT _____

as principal, hereinafter called Contractor, and _____

_____ a corporation of the State of _____ with its home office in the _____

_____ U.S.A., as Surety, hereinafter called Surety, are held and

firmly bound unto the City of Pawtucket, in the County of Providence, State of Rhode Island, as

Obligee hereinafter called Owner, in the amount of _____ Dollars (\$

), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,

administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, _____,

entered into a contract with owner for the "**CHILDREN'S FRIEND FENCE PROJECT, PROJECT**

#12-037", Pawtucket, Rhode Island, in accordance with a contract prepared by the **City of**

Pawtucket and entitled, "**CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037**",

Pawtucket, Rhode Island, which contract is by reference made a part hereof, and is hereinafter

referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Contractor

shall promptly and faithfully perform said Contract, then obligation shall be null and void; otherwise

it shall remain in full force and effect.

The Surety hereby waives notice of any alternation of extension of time made by the Owner.

Whenever, Contract shall be, and declared by Owner to be in default under the Contract, the

owner having performance Owner's obligations thereunder the Surety may promptly remedy the

default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance

with its terms and conditions, and upon determination by Owner and Surety of the lowest

responsible bidder, arrange for a contract between such bidder and owner, and make available as

work progressed (even though there should be a default or succession of defaults under the

contract or contracts of completion arranged under this paragraph) sufficient funds to pay the costs

of completion less the balance of the contract price, but not exceeding, including other costs and

damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph

hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total

amount set forth in the first paragraph hereof plus any additional amounts payable by the Owner to

the Contractor by reason of any amendments to the Contract, less the amount properly paid by

owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the

date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and Sealed this ___day of _____,20__.

Principal

By: _____ (SEAL)
Signature and Title

Surety

By: _____ (SEAL)
Signature and Title

(Power of Attorney for person signing for surety company must be attached to Bond).

**SUBMIT PERFORMANCE BOND TO THE CITY OF PAWTUCKET
PRIOR TO COMMENCEMENT OF THE WORK**

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT:

THAT _____ as principal, hereinafter called Principal, and _____, a corporation of the State of _____ with its home office in the City of _____, U.S.A.

as Surety hereinafter called Surety, are held and firmly bound unto the City of Pawtucket, in the county of Providence, State of Rhode Island, as obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a contract with Owner for the "**CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037**", Pawtucket, Rhode Island in accordance with a contract entitled, "**CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037**", Pawtucket, Rhode Island, which contract is by reference made a part hereof and hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH That, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor or the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agrees with the owner that every claimant as herein defined, who has been paid in full before the expiration of the period of ninety (90) days after the date on which the last of such claimant's work or labor as done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute, the suit to final judgment for such sum or sums as may be justly due claimant, and the execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.

(a) Unless claimant, other than one having a direct contract with the principal, shall have given written notice to any two of the following:

The Principal, the Owner or the Surety above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail,

postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part hereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvements, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and Sealed the __day of____, 20_.

_____(SEAL)

_____(SEAL)
Principal

By _____
Surety

V - SAMPLE BID PROPOSAL

CITY OF PAWTUCKET

BID FOR

CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037

PAWTUCKET, RHODE ISLAND

The undersigned hereby understands that the City of Pawtucket has the right to reject any and all bids and to award the contract in the best interests of the City of Pawtucket. The undersigned also understands that the contract must be carried out in strict accordance with the contract documents.

Name of Bidder: _____

Signature: _____

Title of Bidder: _____

Company Address: _____

Date: _____ Phone Number: _____

BID ITEMS

The following pages contain the items, which comprise the "**CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037**", Pawtucket, Rhode Island. It is the intention of the City of Pawtucket that the total bid for this project equal the total of the individual units.

It is required that all questions regarding this project be submitted in writing so that the required interpretations can be sent out to all the bidders. We apologize for any inconvenience that this may cause, but it is the only way to insure that everyone has an equal chance by all working from identical information.

BID FORM

CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037

Please submit pricing for this project using both options. **Option #1** is 6 ft. height Permafused Coated fence and **option #2** is 6 foot height galvanized fence.

1. **Option 1:**

Master Halco PVC and Anchor® Permafused® PVC Coated Steel Chain Link Fabric(2" mesh, 9 gauge) on Permafused® PVC Coated Galvanized Steel Framework. **Top and Bottom Rails.**

- **6 Foot Height Fence**
Location Noted On Plan \$ _____
- **Remove & Dispose Existing Chain Link Fence**
Location Noted On Plan \$ _____
- **4 Foot Height Fence with 4 Foot Access Gate**
Location Noted On Plan \$ _____
- **Remove & Dispose Existing Chain Link Fence**
Location Noted On Plan \$ _____
- **R & D 24" Diam. Tree Trunk**
Location Noted On Plan \$ _____
- **TOTAL COST:** \$ _____

2. **Option 2:**

Master Halco Galvanized Chain Link Fabric(2" mesh, 9 gauge) on Galvanized Steel Framework with top and bottom rail. Same specification as above with the exception of the Permafused PVC Coating. . **Top and Bottom Rails.**

- **6 Foot Height Fence**
Location Noted On Plan \$ _____
- **Remove & Dispose Existing Chain Link Fence**
Location Noted On Plan \$ _____
- **4 Foot Height Fence with 4 Foot Access Gate**
Location Noted On Plan \$ _____
- **Remove & Dispose Existing Chain Link Fence**
Location Noted On Plan \$ _____
- **R & D 24" Diam. Tree Trunk**
Location Noted On Plan \$ _____
- **TOTAL COST:** \$ _____

BID PROPOSAL

**CITY OF PAWTUCKET
CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037
PAWTUCKET, RHODE ISLAND**

Proposal of _____
hereinafter called the Bidder organized and existing under the laws of the State of Rhode Island and Providence Plantations, doing business as: "Individual," "Partnership" or "Corporation" (circle one) to the City of Pawtucket, Pawtucket, RI hereinafter called the Owner.

TO WHOM IT MAY CONCERN:

The Bidder, in compliance with the invitation for bids for the "**CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037**", Pawtucket, Rhode Island, having examined the Contract Documents and related specifications and being familiar with the site and with all the conditions surrounding the proposed work including the availability of materials, labor and equipment, hereby proposes to execute the project in accordance with the contract documents within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

The subject prices shall include all labor, materials, transportation, overhead, profit, insurance, etc., to cover the finished work of the kinds called for.

The total Base Bid amount as stated by the Bidder is for comparison only. In the event that no qualified bid is within the funds available for this project, the Owner reserves the right to add or deduct certain work items for each qualified bid to obtain a bid within the funds available.

If alternates are applied, award will be made to the lowest qualified bidder after deducting alternatives to within the funds available, even though resulting low bidder's Total Base Bid may or may not be lowest before deductions are made.

In the event that after adding/deducting one or more of the items, the total sum of bid cannot be obtained within the funds available, the Owner reserves the right to reject all bids.

The Owner reserves the right to add deducted items back into the contract at a later date should funds become available.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ACKNOWLEDGEMENTS/ADDENDA

The Bidder hereby states that he/she has become thoroughly familiar with the site, local conditions affecting the performance and costs of the work, and within the Contract Documents, including the Bid Documents and those forms required to be executed and submitted with this proposal as well as the method of contract award, the terms of the proposed contract, wage rates and employment requirements and reports, the conditions of this contract relating to performance, the technical specifications and drawings, and any addenda thereto as prepared by the City of Pawtucket as follows:

ADDENDUM NO. SIGNATURE OF BIDDER

_____	_____
_____	_____
_____	_____
_____	_____

The Bidder hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

BID SUBMITTED BY:

(Firm Name)

(By/Title)

(Address/City/State/Zip)

CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually.).

(Company)

(Title)

Date: _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BID BOND

KNOW ALL MEN BY THESE PRESENCE That we, the undersigned,

Name of Principal

As PRINCIPAL, and _____ as SURETY are held and _____ in the penal sum of

_____ and _____ /100 (\$_____) Dollars, lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated _____, 20__ for_____.

NOW, THEREFORE, if the principal shall not withdraw said Bid within the period specified therein (after the opening of the same), and shall within the period specified therein enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment of Labor, material supplies, etc; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such contract and give such bid bond within the time specified, if the Principal shall pay the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this ___ day of _____ 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of: _____(SEAL)
(Individual Principal)

(Business Address)

_____(SEAL)
(Individual Principal)

(Business Address)

ATTEST:

(Corporate Principal)

(Business Address)

By: _____ Affix
Corporate Seal

Attest: _____

(Corporate Surety)

Countersigned _____

By: _____ Affix
Corporate Seal

By: _____
Attorney-in-Fact, State of RI

(Power of Attorney for person signing for surety company must be attached to bond).

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____ **Secretary of the Corporation named as
Principal in the within Bond: that** _____

who signed the said bond on behalf of the Principal was then the
_____ of said Corporation; that I know his
signature, and his signature thereto is genuine, and that said bond was duly signed, sealed,
and attested to for and in behalf of said Corporation by authority of its governing body.

By _____ (Corporate)
(Seal)

Title

EXPERIENCE

The following experience sheet shall be completed by each Bidder. Any Bid submitted without fully completed Experience Sheet shall be rejected by the OWNER.

1. The Bidder (Contractor), under the current business name, shall have a minimum of five (5) years experience in the construction of similar projects. Bidder (Contractor) that does not meet this requirement will be considered to be a non-responsive bid, therefore, the bid will be rejected by the OWNER.
2. Have you ever failed to complete any work awarded to you?
If so, state what project and why.

3. Bidder (Contractor) has been in business under the present name for _____ (_____) years.

4. Has your company been restricted from performing work for the State of Rhode Island within the past ten (10) years?

Yes

No

If yes, provide information below:

Project Name _____

Project Date _____

Describe reason your firm was restricted _____

PROJECT QUALIFICATION STATEMENT – GENERAL BIDDER

1. On separate pages appended to this Statement, provide the following information in tabular form for every construction project completed in the last three (3) years.

PROJECT QUALIFICATION STATEMENT – GENERAL BIDDER, QUESTION 1

PROJECT TITLE: _____

COMPLETED ON TIME? (YES OR NO): _____

DATE COMPLETED: _____

REASON(S) FOR LATE COMPLETION: _____

TIME EXTENSION GRANTED TO DATE: _____

NAME OF CONTRACTOR'S
PROJECT MANAGER: _____

PROJECT ARCHITECT AND TELE. NO. _____

PROJECT OWNER AND TELE. NO. _____

NEW CONSTRUCTION

RENOVATION

CONTRACTOR'S AFFIDAVIT

I swear, under the pains and penalties of perjury, that the information provided in the Project Qualification Statement – General Bidder is true, accurate and complete.

Bid Date

Print Name of General Bidder

Project Number

Business Address

Awarding Authority

Telephone Number

Signature of Bidder

THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBTRACTORS THAT THE CONTRACTOR PROPOSES TO USE

PROPOSED SUBCONTRACTORS

If none, write "None" _____

*Description of Work _____

Proposed Subcontractor, Name: _____

Address: _____

*Description of Work _____

Proposed Subcontractor, Name: _____

Address: _____

*Description of Work _____

Proposed Subcontractor, Name: _____

Address: _____

*Description of Work _____

Proposed Subcontractor, Name: _____

Address: _____

*Description of Work _____

Proposed Subcontractor, Name: _____

Address: _____

*Description of Work _____

Proposed Subcontractor, Name: _____

Address: _____

*Insert description of work and subcontractors' names as may be required.

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

VI - GENERAL CONDITIONS
IA DOCUMENT A201, 1997 EDITION

GENERAL CONDITIONS

AIA DOCUMENT A201, 1997 EDITION

PART I – GENERAL

DESCRIPTION

- A. AIA Document A201, General Conditions of the Contract for Construction, Fifteenth Edition, 1997, 44 pages.

- B. Document is bound as part of this Project Manual.

VI-A - ADDENDUM TO GENERAL CONDITIONS

ADDENDUM TO GENERAL CONDITIONS

GENERAL CONDITIONS

- A. Standard Form: The General Conditions of the Contract forming a part of the Contract Documents and of these Specifications, consists of AIA Document A201, 1997 Edition.
- B. Modifications and Additions: Where Contract Documents refer to General Conditions, such reference shall be interpreted to include Addendum to General Conditions.
- C. Where contract documents refer to "architect", such reference shall be interpreted to be "engineer".

CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

- A. If conflicts or discrepancies occur in the Contract Documents, interpretations will be based on the following priorities:
 - 1. Awarding Authority-Contractor Agreement.
 - 2. Addenda, with those of later date having precedence over those of earlier date.
 - 3. The Supplementary Conditions.
 - 4. The General Conditions of the Contract for Construction.
 - 5. Drawings and Specifications.
- B. For an inconsistency between Drawings and Specifications or within either Document not clarified by Addendum, the better quality or greater quantity of work shall be provided according to the Architect's interpretation.

Delete paragraph 4.3.9.

Delete Section 11.4 in its entirety.

VII - SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

100.0 CLAIMS FOR EXTRA COST

100.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, they shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit their protest thereto in writing to the Owner stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

100.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, site location, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material or performing more work than would be reasonably estimated from the Drawings and map issued.

100.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by them from the Owner.

100.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 110 hereof.

101.0 TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

101.1 Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Owner by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Owner may take over the work and prosecute the same to completion of the work and the Contractor shall also be liable to the Owner in its completion of the work and the Contractor shall also be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work, such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.

101.2 Liquidated Damages for Delays. If the work be not completed within the time stipulated in Section 402 hereof, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section 403 hereof and the Contractor and his sureties shall be liable to the Owner for the amount thereof.

101.3 Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due.

101.3.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.

101.3.2 To any acts of the Owner.

101.3.3 To causes not reasonably foreseeable by the parties to this Contract at the time of the

execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the Public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricane, tornadoes, cyclones and other extreme weather conditions; and

101.3.4 To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs 1, 2 and 3 of this paragraph 101.3.

Provided, however, that the Contractor promptly notify the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

102.0 SAMPLES, CERTIFICATES AND TESTS

102.1 The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the contract documents or required by the Owner promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Owner. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the property for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the products, its place or origin, the name and address of the producer and all specifications or other detailed information which will assist the Owner in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

102.2 Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Owner will have such check tests made as they deem necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories, which fail to meet check tests have been incorporated in the work, the Owner will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

102.3 Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

102.3.1 The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes except those samples taken on the project by the Owner;

102.3.2. The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;

102.3.3 The Contractor shall assure all cost of testing materials offered in substitution of those found deficient; and

102.3.4 The Owner will pay all other expenses.

103.0 PERMITS AND CODES

103.1 The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the

Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at the variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the Change had been made before the Contractor commenced work on the items involved.

103.2 The Contractor shall at their own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

103.3 The Contractor shall comply with applicable local laws and ordinances governing excavations and the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

104.0 CARE OF WORK

104.1 The Contractor shall be responsible for all damages to person or property that occur as a result of their fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.

104.2 The Contractor shall provide, where necessary and as requested by the Owner, sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

104.3 In an emergency affecting and safety of life, limb or property, including adjoining property, the Contractor without special instructions or authorization from the Owner is authorized to act at their discretion to prevent such threatened loss or injury, and they shall so act. They shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner as provided in Section 110 hereof.

104.4 The Contractor shall avoid damage as a result of their operations to existing sidewalks, streets, curbs, pavements, utilities, (except those which are to be replaced or removed), adjoining property, etc., and they shall at their own expense completely repair any damage thereto caused by their operations.

104.5 The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the

site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property Owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury of damage to adjoining and adjacent structures and their premises.

105.0 ACCIDENT PREVENTION

105.1 The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident prevention in Construction" published by the Associates General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

105.2 The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

105.3 The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

106.0 USE OF PREMISES

106.1 The Contractor shall confine their equipment, storage of materials and construction operations to the Contract limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Owner and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

106.2 The Contractor shall comply with all reasonable instructions of the Owner and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades and fire prevention.

107.0 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, the Contractor shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the work site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Owner and existing State and Local regulations.

108.0 INSPECTION

108.1 All materials and workmanship shall be subject to inspection, examination, or test by the Owner and the Engineer at any and all times during manufacture of construction and at any and all places where such manufacture or construction is carried on. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with correction of rejected workmanship or defective material,

the Owner may by Contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

108.2 The Contractor shall furnish promptly all materials reasonably necessary for any tests, which may be required. (See Section 102 hereof). All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

108.3 The Contractor shall notify the Owner sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities all at their own expense, when so requested by the Owner.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or their subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed by the Contractor and they shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

108.4 Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whatever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

108.5 Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor of their sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

109.0 REVIEW BY THE OWNER

The Owner, its authorized representatives and agents and the Representative for the Secretary (as defined under GENERAL CONDITIONS, PART II) shall, at all times, have access to, and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

110.0 FINAL INSPECTION

110.1 When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date, which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Owner having charge of inspection. If the Owner determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will include representatives of each department of the Local Government having in charge Improvements of like character when such Improvements are later to be accepted by the Local

Government.

111.0 DEDUCTION FOR UNCORRECTED WORK

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

112.0 INSURANCE

The Contractor shall procure and maintain, until acceptance of the work, insurance as specified below, and in such form as shall protect them and any subcontractor performing work covered by this Contract, and others, as provided herein, from all claims and liability for damages for bodily injury, including accidental death, and the property damage, which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. Except as otherwise stated, the amounts of such insurance shall be, for each policy, not less than;

(A) For liability for bodily injury, including accidental death, \$500,000, for any one person and, subject to the same limit for each person, \$1,000,000 on account of one accident.

(B) For liability for property damage, \$500,000, on account of any one accident and \$1,000,000, on account of all accidents.

The following types of insurance shall be provided:

(a) Workmen's Compensation Insurance as required by the General Laws of Rhode Island.

(b) Bodily Injury Insurance and Contractor's Protective Bodily Injury Insurance, in the amounts required in (A) above.

(c) Property Damage Insurance and Contractor's Protective Property Damage Insurance, each including coverage for blasting and explosion, and injury to or destruction of wires or pipes and similar property and appurtenant apparatus, and collapse of or structural injury to any building or structure in the amounts required in (B) above.

(d) Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor, in the amounts required in (A) above.

(e) Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor, in the amount not less than \$150,000.

(f) Insurance in the amounts required in (A) and (e) above, to cover bodily injuries and property damage resulting from the use of motor vehicles that are operated in connection with prosecution of the work under this Contract.

(g) Contractual Liability Insurance covering the liability assumed by the Contractor under Section 112 in the amounts required under (A) and (B) above.

All policies required under this Article shall be so written that fifteen (15) days notice of cancellation or restrictive amendment will be sent to the Owner.

Certificates in triplicate from the insurance carriers, stating the limits of liability and expiration date, shall be filed with the Owner for all policies, and for policies required under paragraphs (a) and (b); also (c) before operations are begun. All certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and Article, and the above paragraphs in accordance with which insurance is being furnished, and state that such insurance is as required by

such paragraphs of this Contract.

113. PATENTS

The Contractor shall hold and save the Owner its officers, and employees, harmless from liability of any nature of kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner unless otherwise specifically stipulated in the Technical Specifications.

114.0 WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditioned sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by them to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and materials contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

115.0 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

116.0 CONTRACTOR TO MAKE OWN EXAMINATION

Plans, calculations, estimates of quantities, and any statements made in the Instructions to Bidders or otherwise as to the conditions under which the work is to be performed are not guaranteed by the Owner to be correct or to be a complete representation of all existing data on conditions affecting work, and the Contractor agrees that they have made their examination and will make no claim for damages on account of any errors, inaccuracies or omissions that may be found.

The Contractor shall not take any advantage or have any claim for damages on account of any discrepancy, error or omission in any plans, calculations, estimates of quantities, or any statement made in the Instructions to Bidders or otherwise as to the conditions under which the work is to be performed, and they shall report such discrepancy, error or omission to the Owner in writing as soon as it comes to their knowledge, and before proceeding with work related to such discrepancy, error or omission. Any correction or modification of the plans or specifications may be made by the Owner when necessary, in their opinion, for the proper fulfillment of their purpose or for their proper interpretation.

VIII - SPECIAL CONDITIONS

SPECIAL CONDITIONS FOR
CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037
PAWTUCKET, RHODE ISLAND

401.0 PROJECT SITE

The Project site is on **13 Legion Drive, Pawtucket RI 02860** in the City of Pawtucket as shown on the plans. All visitors to the site are required to check in at the front office when entering the site.

402.1 TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor no later than **60 days from signed contract**.

The rate of progress shall be such that the whole work shall be performed in accordance with the terms of this contract within the number of calendar days after the date of execution of the contract as herein stipulated, unless the expected as any part may be delayed under the provisions of this contract. The work shall be pursued in a continuous, diligent, and uniform manner throughout the project until completion.

It is agreed that the rates of progress herein required has been purposely made low enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays, inclement weather and accidents, and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress.

If delays are caused by acts of God, acts of Government or State, strikes extra work, floods or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to so much additional time wherein to perform and complete this contract on his part as the Engineer shall certify in writing to be just.

403.0 LIQUIDATED DAMAGES

In case the Contractor fails satisfactorily to complete the entire work contemplated and provided for under this contract on or before the date of completion determined as described above, the Owner shall deduct from the payments due to the Contractor each month the sum of \$\$100.00 for each calendar day (Sundays and legal holidays excluded) of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and in case such damages exceed the amount of all moneys due or to become due, the Contractor then the Contractor or his Surety shall pay the balance to the Owner.

404.0 RESPONSIBILITIES OF CONTRACTOR

404.1 Except as otherwise specifically stated in the Contract Documents, and Technical Specifications, the Contract shall provide and pay for all materials, tools, labor, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses, and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract complete in every respect within the specified time.

404.2 All materials, workmanship, methods and practices shall conform to the current Standards of the American Water Works Association, the Rhode Island Standard Specifications for Road and

Bridge Construction, 1997 edition, including all corrections, all issued compilation of approved specifications, and addendum to date and all general requirements and special requirements contained in this project specifications. All work zone traffic control shall be in accordance with the manual on uniform traffic control devices, 200.

404.3 The Contractor shall be responsible for detailed layout, all stakeout and grade control, and shall employ a registered engineer or a registered land surveyor for this purpose as may be necessary. The Owner will provide engineering and inspection.

404.4 The Contractor shall verify dimensions shown on the plans and if any inconsistencies or discrepancies should be noted on the Drawings and the Specifications, he/she shall immediately notify the Owner. The Contractor will be held responsible for any errors resulting from his/her failure to exercise the aforementioned precaution.

404.5 As soon as the Contract is executed, the Contractor shall order any materials necessary and not supplied by the Owner, submit construction schedules as hereinafter specified, and otherwise anticipate the Notice to Proceed. When the Owner gives the Notice to Proceed, the work of construction shall begin at the time stipulated therein and shall be completed within the Time for Completion specified.

404.6 It is the Contractor's responsibility to make his/her own investigation and related assumptions and to satisfy himself as to subsurface conditions and to insure that these are reflected in the prices bid. No change or extra to the price will be accepted due to subsurface conditions or utility locations.

The determination of location and subsequent maintenance and protection of existing subsurface and above ground utilities are the sole responsibility of the Contractor; claims resulting from damage to such by the Contractor will be settled by the Contractor at his/her expense in accordance with the Contract.

404.7 The Contractor shall, at his/her own expense, take out all necessary permits from the county, municipal, or other public authorities; shall give all notices required by law or ordinances; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the work covered by this Contract.

404.8 RESPONSIBILITY FOR MATERIAL FURNISHED BY OWNER: The Contractor's responsibility for material furnished by the Owner shall begin upon Contractor's acceptance at the point of delivery to him. All such material shall be examined, and material defective in manufacture and/or otherwise damaged shall be rejected by the Contractor at the time and place of delivery to him and replaced by the Owner. Material furnished by the Owner which is accepted by the Contractor, but is discovered prior to final acceptance of the work, (1) to be defective in manufacture, shall be replaced by the Owner; (2) to have been damaged before or after acceptance by the Contractor, shall be replaced by the Contractor. Once accepted by the Contractor at the point of delivery to him, all defective and/or damaged material discovered prior to final acceptance of the work shall be removed by the Contractor and he shall install, at his own expense, the material replaced, in its stead, by the Owner or Contractor. In such case, the Contractor shall furnish all labor, equipment, and material incidental to replacement and necessary for the completion of the work to the satisfaction of the Engineer.

404.9 RESPONSIBILITY FOR SAFE STORAGE: The Contractor shall be responsible for the safe storage of all material furnished to or by him and accepted by him until it has been incorporated in the completed project.

405.0 COMMUNICATIONS

405.1 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

405.2 Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other offices as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for translation, in each case addressed to such office.

405.3 All papers; required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the CITY OF PAWTUCKET, DEPARTMENT OF PLANNING & REDEVELOPMENT, 175 Main Street, Pawtucket, Rhode Island, 02860; any notice to or demands upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representative of the Owner or to such other address, as the Owner may subsequently specify in writing to the Contractor for such purpose.

405.4 Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing when the same should have been received in due course of post, or in the case of telegram) at the time of actual receipt, as the case may be.

406.0 PARTIAL USE OF SITE IMPROVEMENTS

The Owner, at its elections may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected, and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided;

406.1 The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

406.2 The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

406.3 The use of such sections shall in no way relieve the Contractor or his liability due to having used defective materials or to poor workmanship.

406.4 The period of guarantee shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

407.0 CONTRACT DOCUMENTS AND DRAWINGS

The Owner will furnish the Contractor without charge 2 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

408.0 NIGHT, SATURDAY AND SUNDAY WORK

No work shall be done at night, Saturday or on Sunday except: (1) usual protective work, such as pumping and the tending of lights and fires, (2) work done in case of emergency threatening injury to persons or property, or (3) if all of the conditions set forth in the next paragraph below are met.

No work other than that included in: (1) and (2) above shall be done at night except when (a) in the opinion of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night, (b) the work will be done by a gang organized for regular and continuous night work, and (c) the Owner has given written permission for such night work.

409.0 EMPLOY SUFFICIENT LABOR AND EQUIPMENT

If, in the opinion of the Engineer, the Contractor is not employing sufficient labor or equipment to complete this contract within the time specified the Owner may, after giving written notice, require said Contractor to employ such additional labor and equipment as may be necessary to enable said work to progress properly.

410.0 INTOXICATING LIQUORS

The Contractor shall not sell and shall neither permit or suffer the introduction or use of intoxicating liquors upon or about the work embraced in this contract.

411.0 ACCESS TO WORK

The Owner and the Engineer, and their agents and employees may, for purposes already specified and for any other purpose, enter upon the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor.

412.0 TIME OF BEGINNING WORK

412.1 Except as herein provided, the Contractor shall commence work at such points as the Engineer may approve, within ten (10) days after the execution of this contract by the Owner.

412.2 Such time of starting may be postponed by written agreement between the Owner and the Contractor because of expected delays in receipt of materials and equipment, or if the season be unsuitable for commencement of the work, or because of other contingency clearly beyond the control or responsibility of the Contractor. Unless stipulated otherwise in said agreement, the Contractor shall commence work at such points as the Engineer may direct or approve, within 10 days after the receipt of a written order from the Owner to start work.

413.0 PROVISIONS FOR TRAFFIC

413.1 The Contractor shall not close or obstruct any portion of a street without obtaining permits from the proper municipal authorities. If any street or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Owner.

413.2 Streets, roads, private ways, and walks shall be maintained passable by the Contractor at his expense, and the Contractor shall assume full responsibility for the adequacy and safety of provisions made. He shall conduct his construction operations such that interference with the flow of traffic will be held to a minimum.

413.3 The Contractor shall cooperate in every way possible with the municipal authorities maintaining a flow of traffic through the site. The Contractor shall notify the Pawtucket Fire Department when any street is to be closed regardless of the length of time or time of day.

413.4 All detours shall be signed and lighted as directed by the City of Pawtucket.

414.0 COORDINATION WITH OUTSIDE PARTIES

414.1 The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. He shall at his own expense, wherever necessary or required, maintain fences, furnish watchmen, maintain lights and take such other precautions as may be necessary to protect life and property.

414.2 The Contractor shall take all responsibility for the protection of the work and for preventing injuries to persons and damage to property and utilities on or about the work. He shall not be relieved of his responsibility by any right of the City to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Engineer to give such permission or issue such orders. The Contractor shall bear all losses resulting to him

or to the Owner on account of the amount of character of the work, or because nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather, elements or other causes. The Contractor shall assume the defense of all claims or whatsoever character against the Contractor of the Owner, and indemnify, save harmless and insure the Owner, its officers or agents, against all claims arising out of injury or damage to persons, corporation, or property, whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work. The Contractor shall not be required to indemnify the Owner against damage or claims occasioned by acts of the Owner, except otherwise provided in the articles relative to patents and responsibilities.

415.0 DELAY BY OWNER

The Owner may delay the beginning of the work or any part thereof, if the necessary lands or rights-of-way, or materials for such work shall not have been obtained. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to so much additional time wherein to perform and complete this contract on his part as the City shall certify in writing to be just.

416.0 REGISTRATION OF MOTOR VEHICLES

All motor vehicles used in connection with this contract shall be registered in the State of Rhode Island, in accordance with the laws, rules, and regulations thereof, within forty-eight (48) hours of starting work on the contract.

417.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

418.0 SAFETY AND HEALTH REGULATIONS

These construction documents, and the joint and several phases of construction hereby contemplated are to be governed, at all times by applicable provisions of the Federal law(s), including but not limited to, the latest amendments of the following:

- (1) Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596;
- (2) Part 1910 - Occupation Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
- (3) Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

In the event of any inconsistencies between the above laws and regulations and the provisions of these documents, the laws and regulations shall prevail.

419.0 NOTIFICATION OF EXCAVATION TO UTILITIES

The Contractor shall provide a minimum of two working days notice to "Dig Safe" (1-800-225-4977) and any other appropriate utility before the Contractor begins excavation.

IX - PROJECT INFORMATION

NOTICE TO BIDDING CONTRACTORS

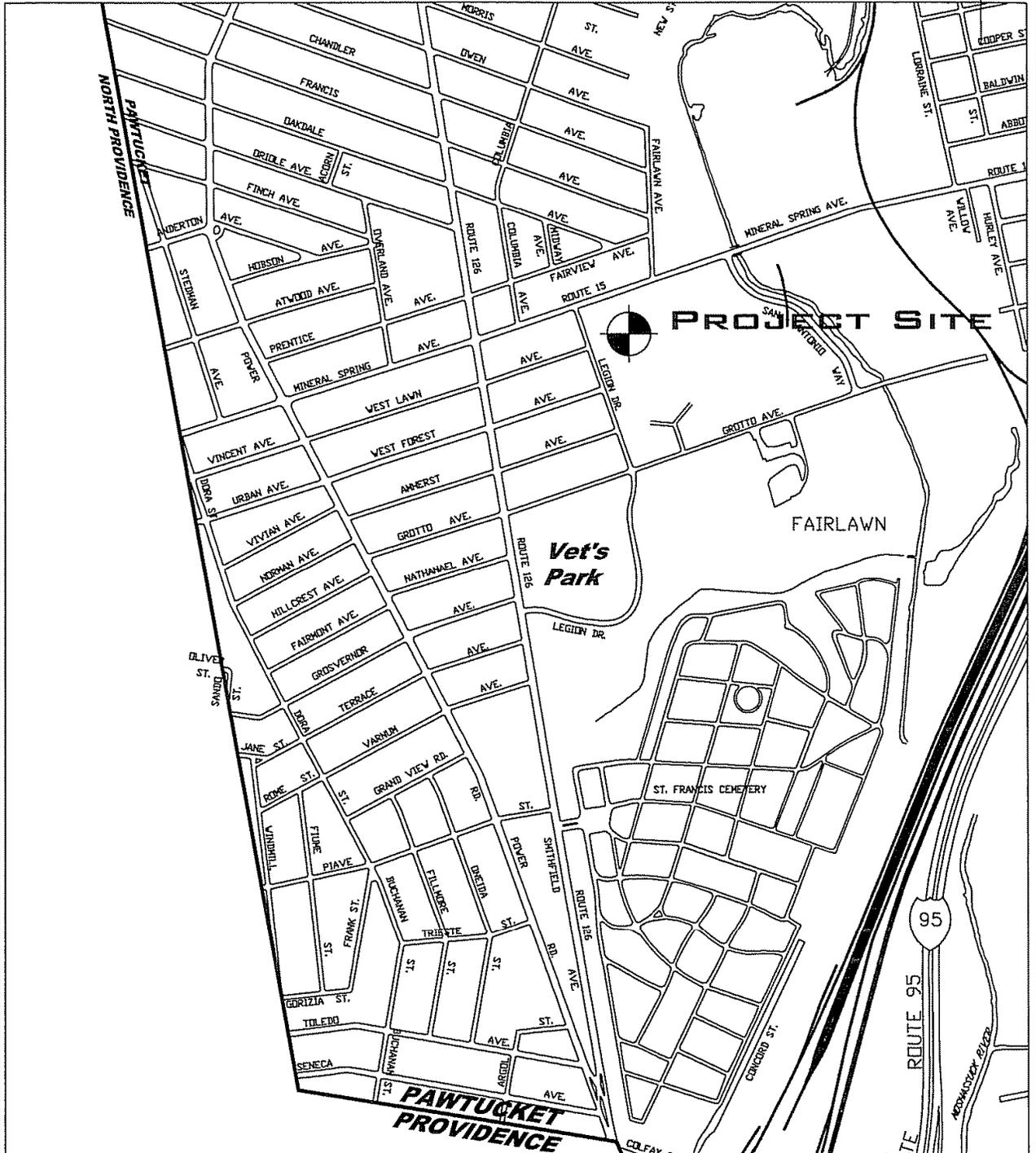
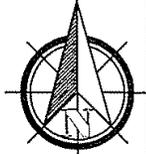
**CHILDREN'S FRIEND FENCE PROJECT, PROJECT #12-037
13 LEGION DRIVE
PAWTUCKET, RHODE ISLAND**

- Contractors are encouraged to visit the site and note site conditions.
- All visitors to the site are required to check in at the front office when entering the site.

SITE LOCATION MAP



CITY OF PAWTUCKET
CHILDREN'S FRIEND FENCE PROJECT
13 LEGION DRIVE
PAWTUCKET, RHODE ISLAND



LOCUS MAP
NOT TO SCALE

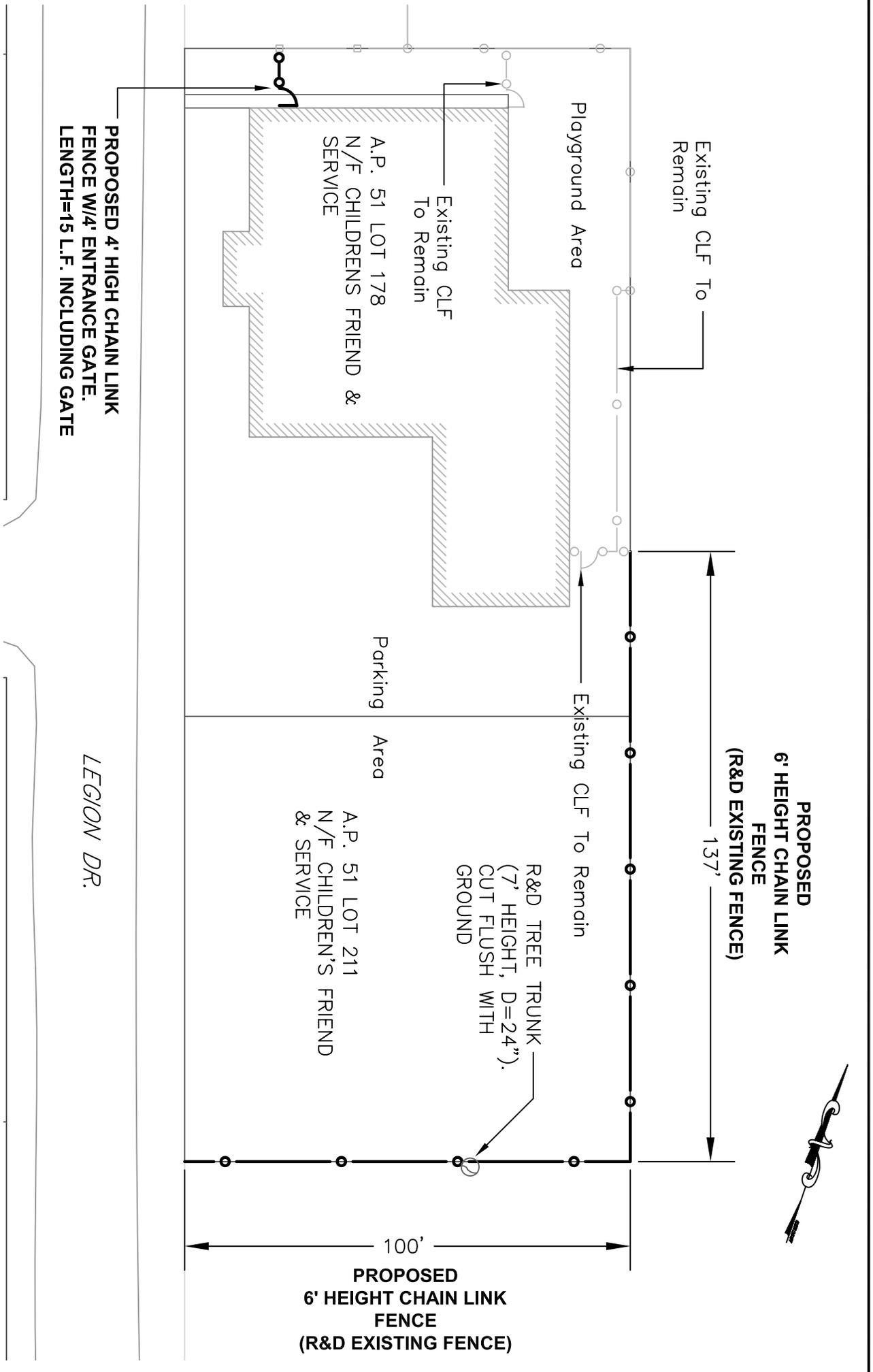
DRAWING



City of Pawtucket
 Department of Planning & Redevelopment
 175 Main Street, Pawtucket RI

Project:
 Children's Friend Fence Project
 Legion Drive, Pawtucket RI

Fence Location Plan
Scale: 1"=30'
Date: Oct 3, 2012



PROPOSED 4' HIGH CHAIN LINK FENCE W/4' ENTRANCE GATE. LENGTH=15 L.F. INCLUDING GATE

LEGION DR.

A.P. 51 LOT 211
 N/F CHILDREN'S FRIEND & SERVICE

A.P. 51 LOT 178
 N/F CHILDRENS FRIEND & SERVICE

PROPOSED 6' HEIGHT CHAIN LINK FENCE (R&D EXISTING FENCE)
 137'

PROPOSED 6' HEIGHT CHAIN LINK FENCE (R&D EXISTING FENCE)
 100'

X – TECHNICAL SPECIFICATIONS

SECTION 32 31 13

CHAIN LINK FENCE, PVC COATED CHAIN LINK FABRIC ON PVC COLOR COATED GALVANIZED FRAMEWORK Provided by Master Halco

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Poly Vinyl Chloride (PVC) coated chain link fabric with PVC color coated galvanized steel framework and accessories for commercial or industrial applications.

1.02 REFERENCES

- A. ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-dip Galvanized Coatings
- B. ASTM F552 Standard Terminology Relating to Chain Link Fencing
- C. ASTM F567 Standard Practice for Installation of Chain Link Fence
- D. ASTM F626 Standard Specification for Fence Fittings
- E. ASTM F668 Standard Specification for Polyvinyl Chloride (PVC) and Other Organic Polymer-Coated Steel Chain Link Fence Fabric
- F. ASTM F900 Standard Specification for Industrial and Commercial Swing Gates
- G. ASTM F1664 Standard Specification for Polyvinyl Chloride (PVC) and Other Conforming Organic Polymer-Coated Steel Tension Wire Used With Chain Link Fence
- H. WLG2445 Chain Link Fence Manufacturers Institute, Chain Link Fence Wind Load Guide for the Selection of Line Posts and Line Post Spacing

1.03 SUBMITTALS

- A. Changes in specifications may not be made after the bid date.
- B. Shop drawings: Layout of fences and gates with dimensions, details, and finishes of components, accessories, and post foundations.
- C. Product data: Manufacturer's catalog cuts indicating material compliance and specified options.
- D. Samples: If requested, samples of materials (e.g., fabric, wires, color, and accessories).

1.04 QUALITY ASSURANCE

- A. Manufacturer: Company having manufacturing facilities in the United States with 5 years experience specializing in manufacturing of chain link fence products.
- B. Fence contractor: Contractor having 5 years experience installing similar projects in accordance with ASTM F567.
- C. Tolerances: ASTM current specification and tolerances apply and supersede any conflicting tolerance.
- D. Substitutions: Alternate chain link products may be acceptable by the architect as equal if approved in writing ten days prior to bidding provided that the items submitted meet the specifications contained in this document.

- E. Single source: To ensure system integrity obtain the chain link system, framework, fabric, fittings, gates and accessories from a single source.

PART 2 - PRODUCTS

2.01 MANUFACTURER

Approved Manufacturer: Master Halco, Inc.
One City Blvd. West, Suite 900
Orange, CA 92868
Phone (800) 229-5615 Fax (714) 385-0107
www.masterhalco.com, E-mail: spec@fenceonline.com

2.02 CHAIN LINK FENCE FABRIC

- A. Poly Vinyl Chloride (PVC) color coated steel chain link fabric per ASTM F668 Class 2b
- B. Size and Height: Chain link fabric (2 in.) mesh, (9) gauge, (0.148 in.) diameter steel core wire having a break load of (1290) lbf, height (72 in.).
- C. Selvage of fabric knuckle at top and knuckle at bottom.
- D. Color of chain link fabric per ASTM F934 **Black**

2.03 PVC COLOR COATED STEEL FENCE FRAMEWORK **Black**

- A. Steel pipe Type I: ASTM F1043 Group IA, ASTM F1083 standard weight schedule 40 hot-dip galvanized pipe having a zinc coating of 1.8 oz/ft² (550 g/m²) on the outside and 1.8 oz/ft² (550 g/m²) on the inside surface. Exterior of pipe to have F1043 PVC thermally fused color coating, minimum thickness 10 mils (0.254 mm).
Regular Grade: Minimum steel yield strength of 30,000 psi (205 MPa)
- B. Pipe End and Corner Post 2.875 in OD (73 mm) 5.79 lbs/ft (8.62 kg/m)
- C. Pipe Line Post 2.375 in. OD (60.30 mm) 3.65 lbs/ft (5.43 kg/m)
- D. Pipe Rail and Braces, 1.660 in. OD (42.2 mm) 2.27 lbs/ft (3.38 kg/m)

2.04 FITTINGS

- A. All fittings to be PVC thermally fused color coated having a minimum thickness of 0.006" (0.152 mm) per ASTM F626. PVC color to match fabric and framework. Moveable parts, nuts and bolts to be field coated with PVC liquid touch up after installation.
- B. Post caps: ASTM F626 galvanized pressed steel, malleable iron, or aluminum alloy weather tight closure cap for tubular posts. Provide one cap for each post. "C" shaped line post without top rail do not require post caps. When top rail is specified provide line post loop tops to secure top rail.
- C. Rail ends: Galvanized pressed steel per ASTM F626, for connection of rails to post using a brace band.
- D. Top rail sleeves: 7" (178 mm) galvanized steel sleeve per ASTM F626.
- E. Wire ties: 9 gauge (0.148") (3.76 mm) galvanized steel wire for attachment of fabric to line posts and rails. Pre-formed hog ring ties to be 9 gauge (0.148") (3.76 mm) galvanized steel or aluminum for attachment of fabric to tension wire. Tie wire and hog rings PVC coated and in compliance with ASTM F626. Color to match fabric color.

- F. Brace and tension (stretcher bar) bands: ASTM F626 galvanized 12 gauge (0.105") (2.67mm) pressed steel by 3/4" (19mm) formed to a minimum 300 degree profile curvature for post attachment. Secure bands using minimum 5/16" (7.94 mm) galvanized carriage bolt and nut.
- G. Tension (stretcher) galvanized steel bars: One piece lengths equal to 2 inches (50 mm) less than full height of fabric with a minimum cross-section of 3/16" x 3/4" (4.76 mm x 19 mm) per ASTM F626. Provide tension (stretcher) bars where chain link fabric is secured to the terminal post.
- H. Truss rod assembly: Galvanized steel minimum 5/16" (7.9mm) diameter truss rod with pressed steel tightener, in accordance with ASTM F626
- I. Carriage bolts and nuts: Galvanized of commercial quality

2.05 TENSION WIRE

- A. Tension wire: Poly Vinyl Chloride (PVC) coated metallic coated steel tension wire per ASTM F 1664 [9 gauge steel core wire, 0.148 (3.76 mm)] PVC coating class and color to match chain link fabric

2.06 BARBED WIRE AND BARBED TAPE - **NOT APPLICABLE**

2.07 CHAIN LINK SWING GATES

- A. Swing gate [single leaf] 4 opening by 4 high. Fabricate chain link swing gates in accordance with ASTM F900. Gate frame to be of welded construction. Weld areas to be protected with zinc-rich paint per ASTM A780 then over coated with liquid PVC to match frame. The gate frame members are to be spaced no greater than 8' 0" (2.44 m) apart horizontally or vertically. Exterior members to be 1.900" (48.3 mm) OD pipe, interior members when required shall be 1.660" (42.2 mm) OD pipe. PVC coated pipe to be [Grade 1 ASTM F1083] per section 2.03. Chain link fabric to match specification of fence system. Fabric to be stretched tightly and secured to vertical outer frame members using tension bar and tension bands spaced 12" (304.8 mm) on center and tied to the horizontal and interior members 12" (304.8 mm) on center using 9 gauge galvanized steel ties per section 2.04.
- B. Hinges, hot dip galvanized pressed steel or malleable iron, structurally capable of supporting gate leaf and allow opening and closing without binding. Non-lift-off type hinge design shall permit gate to swing 180° (3.14 rad)
- C. Latch: Galvanized forked type capable of retaining gate in closed position and have provision for padlock. Latch shall permit operation from either side of gate.
- D. Latch, hinges, moveable parts may be field coated with liquid PVC.
- E. Gate posts: PVC color coated [Grade 1 pipe ASTM F1083] per section 2.03, 2.875 in. OD

2.08 POST SETTING MATERIALS

- A. Concrete: Minimum 28 day compressive strength of 3,000 psi (20 MPa).

PART 3 EXECUTION

3.01 SITE EXAMINATION

- A. Fence to be installed in exact location as existing fence.

3.02 CHAIN LINK FRAMEWORK INSTALLATION

- A. Install chain link fence system in accordance with ASTM F567 and manufacturer's instructions.
- B. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30° or more.
- C. Space line posts uniformly 10 ft. center.

- D. Concrete set posts: Dig holes in firm, undisturbed or compacted soil. Holes shall have diameter 4 times greater than outside dimension of post, and depths approximately 6" (152 mm) deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36" (914 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour. Trowel finish around post and slope to direct water away from posts.
- E. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
- F. Bracing: Install horizontal brace and truss assembly at mid-height or above for fences 6' (1829 mm) and over at each fabric connection to the terminal post. The diagonal truss rod is installed at the point where the brace rail is attached to the terminal post and diagonally down to the bottom of the adjacent line post. Place the truss rod in tension by adjusting the turnbuckle.
- G. Tension wire: Install tension wires so that it will be located 4" (101.6 mm) up from bottom the fabric. If top rail is not specified, install the tension wire so that it will be located 4" (101.6 mm) down from the top of the fabric. Stretch and Install tension wire before installing the chain link fabric and attach it to each post using wire ties.
- H. Top rail: Install in lengths of 21' (6.400 m). Connect ends with sleeves forming a rigid connection, allow for expansion and contraction.
- I. Bottom Rails: Install bottom rails between posts and attach to post using rail end or line rail clamps.
- J. Touch up any nicks or scratches of the PVC color coating with liquid PVC paint.

3.03 CHAIN LINK FABRIC INSTALLATION

- A. Fabric: Install fabric on security side, pull fabric taut; thread the tension bar through fabric and attach to terminal posts with tension bands spaced maximum of 15" (381 mm) on center and attach so that fabric remains in tension after pulling force is released. Install fabric so that it is 2" (50 mm) +/- 1" (25 mm) above finish grade.
- B. Secure fabric using wire ties to line posts at 15" (381 mm) on center and to rails and braces 24" (610 mm) on center, and to the tension wire using hog rings 24" (610 mm) on center. Tie wire shall be secured to the fabric by wrapping it two 360 degree turns around the chain link wire pickets. Cut off any excess wire and bend back so as not to protrude so as to avoid injury if a pedestrian may come in contact with the fence.

3.04 CHAIN LINK GATE INSTALLATION

- A. Swing gates: Installation of swing gates and gate posts shall be per ASTM F567. Direction of swing shall be [inward as shown on drawings](#). Gates shall be hung plumb in the closed position with minimal space from grade to bottom of gate leaf. Double gate drop bar receiver shall be set in a minimum concrete footing 6" (152 mm) diameter by 24" (610 mm) deep.

3.05 SITE CLEAN UP

- A. Clean up area adjacent to fence line from debris and unused material created by fence installation.

END OF SECTION