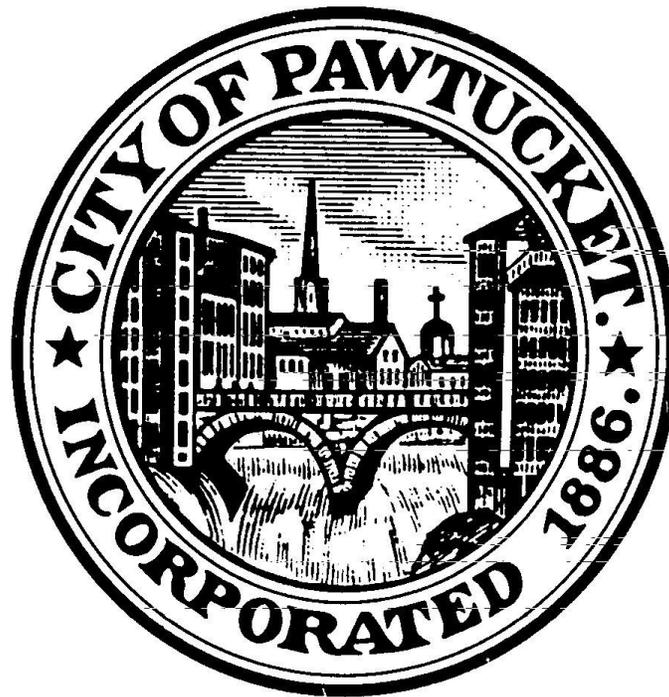


CITY OF PAWTUCKET

REQUEST FOR PROPOSALS



12-050

Ball Fields Reconstruction

Contents:

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1.0 - Bid/Solicitation Information

Schedule

Pre-Bid/Proposal Conference: No Yes

Requests for Further Information:

September 21, 2012 at 2:00 PM

Requests for information or clarification must be made electronically to the attention of:

Lance Hill – Director of Public Works

Email: lhill@pawtucketri.com

Please reference the RFP / LOI number on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation.

RFP Submission Deadline:

September 25, 2012 at 10:00 AM

Late submittals will not be considered.

Proposals must be mailed or hand-delivered in a sealed envelope **marked with the RFP/Bid # and Project Name** to:

Pawtucket City Hall - Purchasing Office

137 Roosevelt Avenue

Pawtucket, RI 02860

Bonds/Surety Required

Surety Bond: No Yes

Bidder is required to provide a bid surety in the form of a bid bond or certified check payable to the City of Pawtucket in an amount not less than five percent (5%) of the bid price.

Fidelity Bond: No Yes

Performance Bond: No Yes

The successful bidder will be required to furnish all insurance documentation as outlined in the attached Purchasing Rules & Regulations and General Terms & Conditions of Purchase.

Miscellaneous

The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase.

Prospective bidders are informed that this Contract is subject to the prevailing wage rates. 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.dlt.ri.gov/pw/>

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all bids, and to act in its best interest including, but not limited to, directly negotiating with any vendor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for award.

2.0 - Instructions and Notifications to Bidders

- It is the vendor's responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder. The City of Pawtucket assumes no responsibility for these costs.
- A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated RFP deadline.
- Prior to the proposal deadline established for this RFP, changes may be made to a proposal already received by the City if that vendor makes a request to the Purchasing Agent, in writing, to do so. No changes to a proposal shall be made after the RFP deadline.
- Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- The vendor has full responsibility to ensure that the proposal arrives at the Purchasing Division Office prior to the deadline set out herein. The City assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline may be returned, unopened, to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Purchasing Agent. **For the purposes of this requirement, the official time and date shall be that of the time clock in the City of Pawtucket's Purchasing Office.**
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- Bidders are advised that all materials submitted to the City of Pawtucket for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General

Laws, without exception, and may be released for inspection immediately upon request once an award has been made.

- Vendors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the vendor's obligations to the City.
- The City reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the City of Pawtucket upon delivery to the Purchasing Agent.
- There is no official, public opening of proposals. The City asks that companies refrain from requesting proposal information concerning other respondents until an intention to award is determined, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. Proposal materials become public information only after a contract is awarded.

3.0 - Overview

The **BASEBALL FIELDS RECONSTRUCTION PROJECT** encompassed under this Contract shall include, but not be limited to the reconstruction of 3 little league fields to include removal and reinstallation of irrigation lines, valves swing joints, and heads, striping of infield turf, installation of infield clay, installation of sod, design of new irrigation system. design of new dust control, and provide all other materials tools and incidentals necessary to fulfill the requirements of this contract to the satisfaction of the Owner.

4.0 - Scope of Work

Location

Tomlinson Field, Daggett Ave – Field furthest from parking lot near road.

Ruthowski Field, Slater Park

McCarthy Park (Boys and Girls Club), 1 Moeller Place

Tomlinson Field is a full field reconstruction. The work included, but not limited to stripping of the infield turf, installation of clay infield (no turf in infield), fill in areas where needed and re grade field, hydroseed outfield, design of irrigation system with dust control.

Ruthowski Field and the Boys and Girls Club will be the reconstruction of the infield. The work included, but not limited to stripping of the infield turf, installation of clay infield (no turf in infield), removal and reinstallation of irrigation lines, valves, swing joints and heads, design of new dust control, installation of sod where infield meets outfield.

See Project Manual for specifications and plans for all fields.

5.0 - Insurance

The vendor shall maintain and keep in force such comprehensive general liability insurance as shall protect them from claims which may arise from operations under any contract entered into with the City of Pawtucket, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The City of Pawtucket shall be named as additional insured on the vendor's General Liability Policy.

The vendor shall maintain and keep in force such Workers' compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than \$500,000.

6.0 - Acknowledgement of Risk & Hold Harmless Agreement

In addition to the indemnity provisions in the City of Pawtucket's Terms and Conditions of Purchase and to the fullest extent permitted by law, the selected vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasors) agree to release, waive, discharge and covenant not to sue the City of Pawtucket, its officers, agents, servants or employees (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasors use of or presence in and/or on City of Pawtucket property. The Releasors agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasors in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorneys fees, that may incur due to Releasors use of or presence in and on City of Pawtucket property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasors use of or presence in and on City of Pawtucket property.

The Releasors acknowledge the risks that may be involved and hazards connected with use of or presence in and on City of Pawtucket property but elect to provide services under any contract with the City of Pawtucket with full knowledge of such risks. Releasors also acknowledge that any loss, damage, and/or injury sustained by Releasors is not covered by Releasees insurance. Releasors agree to become fully aware of any safety risks involved with the performance of services under any contract with the City of Pawtucket and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold harmless the City of Pawtucket shall not be limited by the insurance required under the City of Pawtucket Terms and Conditions of Purchase.

7.0 - Additional Insurance Requirements

In addition to the insurance provisions in the City of Pawtucket Terms and Conditions of Purchase, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the City of Pawtucket shall include the City of Pawtucket, its divisions, officers and employees as Additional Insureds but only with respect to the selected vendor's activities under the contract. The insurance required through a policy or endorsement shall include:

- A. a Waiver of Subrogation waiving any right to recovery the insurance company may have against the City of Pawtucket; and

- B. a provision that the selected vendor's insurance coverage shall be primary with respect to any insurance, self insurance or self retention maintained by the City of Pawtucket and that any insurance, self insurance or self retention maintained by the City of Pawtucket shall be in excess of the selected vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the selected vendor or its insurer(s) to the City of Pawtucket's Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the City of Pawtucket.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the City of Pawtucket. The selected vendor shall pay for all deductibles, self insured retentions and/or self insurance included hereunder.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

8.0 - Proposal Content and Organization

Pricing must include all costs as specified in this solicitation. Pricing for this proposal must be indicated on the Bid Form in Section 11.0 and must be submitted in a separate, sealed envelope marked with the words "Pricing Proposal". Only one pricing proposal needs to be submitted.

All Bid Forms must be signed.

Vendors must include on the Bid Form a list of at least four (4) references with whom they have contracted to do similar work by including the company name, telephone number, contact person, and number of years they have served this customer. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Respondents must also include an overview of their company's experience including, but not limited to, the number of years the company has been providing these services, the size of the company (including the number of employees and locations), a description of work undertaken that is similar to what is being requested in this RFP, and, if applicable, certifications that show a knowledge of equipment that would be serviced or provided under this contract.

If any subcontractors are to be used in the performance of any work contracted for under this RFP, please list their name(s), contractor license #, address and phone number, and specific description of the subcontract work to be performed.

Four (4) copies of your proposal, one (1) original and three (3) copies, must be submitted at the time of submission. Proposals must be in the following format:

- Bid Form
- Company overview

Length of time your firm has been in business
Length of time at current address
All licensing (List types and business license number(s)), certification and permits
as required in the Scope of Work

Please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this proposal. If not addressed specifically, the City of Pawtucket assumes that the vendor will adhere to all terms and conditions listed in this RFP.

Submission of a proposal is acknowledgement and acceptance of the City of Pawtucket's Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

9.0 - Evaluation Criteria

The evaluation of proposals will be conducted in a time frame convenient to the City.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its best interest including, but not limited to, directly negotiating with any Supplier who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Further, the City reserves the right to waive irregularities it may deem minor in its consideration of proposals.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may elect to require presentations(s) by vendors in consideration for award.

Proposals will be evaluated in three (3) phases:

1. The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this RFP.
2. The second phase is an in-depth analysis and review based on criteria below and their associated weights.

<u>Evaluation Criteria</u>	<u>Importance</u>
Experience/Qualifications	60%
References	10%
Price	30%

3. The third is a comparison of each proposal's weighted evaluation relative to the costs proposed.

In the event that the City requires further information and/or a demonstration of any equipment or process offered in any proposal, all vendors asked for same will do so at no cost to the City.

10.0 - Miscellaneous

Vendors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the City of Pawtucket against any claims arising from the violation of any such laws, ordinances and regulations, including but not limited to challenges as to the legality of any and all vendor installations.

The City is exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the City is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.

The City of Pawtucket reserves the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.

The City of Pawtucket reserves the right to renegotiate the terms of this contract with the Vendor for subsequent years provided the Vendor agrees to the contract terms for the renewal period.

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.

11.0 – Bid Form

12-050 – Baseball Fields Reconstruction Project

Date: _____

Submitted By: _____

(Include Name, Address and Telephone No.) _____

Name and remittance address that will appear on invoices:

Physical address of business:

General Information

Is your firm a sole proprietorship doing business under a different name? ____ Yes
____ No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

Is your firm incorporated? ____ Yes ____ No

Will any of the work spelled out in this bid be outsourced? ____ Yes ____ No

If so, please explain below:

Have you or your firm been subject to suspension, debarment or criminal conviction by the City of Pawtucket, the State of Rhode Island, or any other jurisdiction?

Yes: _____ No: _____

Have the City of Pawtucket and/or the State of Rhode Island ever terminated contracts with your firm for cause?

Yes: _____ No: _____

Has your firm ever withdrawn from a contract with the City of Pawtucket and/or the State of Rhode Island during its performance?

Yes: _____ No: _____

Have you or your firm been involved in litigation against the City of Pawtucket and/or the State of Rhode Island.

Yes: _____ No: _____

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the City of Pawtucket and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

Is your company bonded? Yes ____ No ____

Please describe the nature and extent of all insurance coverage:

Addenda

The following Addenda have been received. The noted modifications to the Bidding Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

References

Please list at least four (4) companies' with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Reference #1
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Reference # 2
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Reference # 3
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Reference # 4
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Pricing Proposal

12-050

Having examined RFP # 12-050, we propose to enter into a contract to perform services per the bid specifications for the costs listed below:

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT MEASURE	UNIT BID PRICE (Dol. & Cents)	UNIT BID AMOUNT (Dol. & Cents)
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McCarthy Park

1	100% KENTUCKY BLUE GRASS	3,632	SF	_____	_____
---	--------------------------	-------	----	-------	-------

At _____ Per SF

2	DUST CONTROL SYSTEM REMOVE & REINSTALL IRRIGATION SYSTEM TO NEW LOCATIONS IN REMEDIATION AREA INSTALL NEW DUST CONTROL SYSTEM FROM EXISTING 1" LINE. USE RAIN BIRD 5004 Pc HEADS & RAIN BIRD 1" JAR TOP VALVE	1	LS	_____	_____
---	---	---	----	-------	-------

At _____ Per LS

3	REMOVING AND DISPOSING EXISTING TURF AND REMOVAL OF 1' OF MATERIAL TO INSURE GRASS, THATCH & SOIL FULLY REMOVED	10,687	SF	_____	_____
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At _____ Per SF

4	LABOR TO INSTALL 25 TON DURA EDGE PRO PROVIDED BY CITY	1	LS	_____	_____
---	--	---	----	-------	-------

At _____ Per LS

5	LABOR TO INSTALL 130 TON DURA EDGE PROVIDED BY CITY	1	LS	_____	_____
---	---	---	----	-------	-------

At _____ Per LS

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT MEASURE	UNIT BID PRICE (Dol. & Cents)	UNIT BID AMOUNT (Dol. & Cents)
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6	LABOR TO BACKFILL & COMPACT 6" BELOW PROPOSED FINISH ELEVATION MATERIAL SUPPLIED BY CITY	1	LS	_____	_____
---	--	---	----	-------	-------

At _____ Per LS

7	LABOR TO IMPORT NATIVE INFIELD MIX ON SURFACE OF ALL SAND AREAS AT THE DEPTH OF 4" MATERIALS MUST BE COMPACTED CLAY PROVIDED BY CITY	1	LS	_____	_____
---	--	---	----	-------	-------

At _____ Per LS

8	LABOR TO BUILD NEW PITCHERS MOUND TO SPECS. CLAY PROVIDED BY CITY	1	LS	_____	_____
---	---	---	----	-------	-------

At _____ Per LS

Ruthowski Field Slater Park

1	100% KENTUCKY BLUE GRASS	3,104	SF	_____	_____
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At _____ Per SF

2	DUST CONTROL SYSTEM REMOVE & REINSTALL IRRIGATION SYSTEM TO NEW LOCATIONS IN REMEDIATION AREA INSTALL NEW DUST CONTROL SYSTEM FROM EXISTING 1" LINE. USE RAIN BIRD 5004 Pc HEADS & RAIN BIRD 1" JAR TOP VALVE	1	LS	_____	_____
---	---	---	----	-------	-------

At _____ Per LS

3	REMOVING AND DISPOSING EXISTING TURF AND REMOVAL OF 1' OF MATERIAL TO INSURE GRASS, THATCH & SOIL FULLY REMOVED.	6,104	SF	_____	_____
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At _____ Per SF

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT MEASURE	UNIT BID PRICE (Dol. & Cents)	UNIT BID AMOUNT (Dol. & Cents)
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4	LABOR TO INSTALL 25 TON DURA EDGE PRO PROVIDED BY CITY	1	LS	_____	_____
---	--	---	----	-------	-------

At _____ Per LS

5	LABOR TO INSTALL 110 TON DURA EDGE PROVIDED BY CITY	1	LS	_____	_____
---	---	---	----	-------	-------

At _____ Per LS

6	LABOR TO BACKFILL & COMPACT 6" BELOW PROPOSED FINISH ELEVATION MATERIAL SUPPLIED BY CITY	1	LS	_____	_____
---	--	---	----	-------	-------

At _____ Per LS

7	LABOR TO IMPORT NATIVE INFIELD MIX ON SURFACE OF ALL SAND AREAS AT THE DEPTH OF 4" MATERIALS MUST BE COMPACTED CLAY PROVIDED BY CITY	1	LS	_____	_____
---	--	---	----	-------	-------

At _____ Per LS

8	LABOR TO BUILD NEW PITCHERS MOUND TO SPECS. CLAY PROVIDED BY CITY	1	LS	_____	_____
---	---	---	----	-------	-------

At _____ Per LS

Tomlinson Field

1.	REMOVING AND DISPOSING EXISTING TURF	25,517 SF		_____	_____
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At _____ Per SF

2	NEW IRRIGATION SYSTEM WITH DUST CONTROL TIE INTO EXISTING 2" MAIN LINE. USE RAIN BIRD 5004 Pc HEADS & RAIN BIRD 1" JAR TOP VALVE AND ALL OTHER PRODUCTS AS SPECIFIED	1	LS	_____	_____
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At _____ Per LS

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT MEASURE	UNIT BID PRICE (Dol. & Cents)	UNIT BID AMOUNT (Dol. & Cents)
3	LABOR TO INSTALL 25 TON DURA EDGE PRO PROVIDED BY CITY	1	LS	_____	_____
	At _____				Per LS
4	LABOR TO INSTALL 120 TON DURA EDGE PROVIDED BY CITY	1	LS	_____	_____
	At _____				Per LS
5	LABOR TO BACKFILL & COMPACT 6" BELOW PROPOSED FINISH ELEVATION MATERIAL SUPPLIED BY CITY	1	LS	_____	_____
	At _____				Per LS
6	LABOR TO EXCAVATE CURRENT INFIELD MIX TO DEPTH OF 4" BELOW FINISH GRADE. MATERIAL SUPPLIED BY CITY	1	LS	_____	_____
	At _____				Per LS
7	LABOR TO BUILD NEW PITCHERS MOUND TO SPECS. CLAY PROVIDED BY CITY	1	LS	_____	_____
	At _____				Per LS
8.	HYDROSEED OUTFIELD WITH SPORTS TURF MIX	22,644	SF	_____	_____
	At _____				Per SF
9	LABOR TO INSTALL 630 YDS OF 50/50 SAND SOIL ROOT MIX IN OUTFIELD	1	LS	_____	_____
	At _____				Per LS

Alternatives

1 100% KENTUCKY 22,644 SF _____ _____
 BLUE GRASS

At _____ Per SF

LOW BID WILL BE BASED UPON BID ITEM NO. 1-8 FOR BOYS & GIRLS CLUB AND/OR 1-8 FOR RUTHOWSKI FIELD AND/OR 1-8 TOMLINSON FIELD. ALTERNATE ITEMS ARE PRICED PER SF AS AND ADD/DELETE ONLY IF TOMLINSON FIELD CAN NOT BE HYDROSEEDDED.

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.

BID SUMMARY

\$,				,				.		
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Numeric

Written

Bid Form Signature

(Bidder Name – Please Print)

By: _____
(Signature)

Title: _____

******* BID FORM MUST BE SIGNED *******

Appendix A

ANTI-KICKBACK ACKNOWLEDGMENT

ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/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.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to 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 project or contract pertains.

SIGNATURE OF OFFEROR

DATE

TITLE

COMPANY

Title of RFP:

Appendix B

CITY OF PAWTUCKET GENERAL TERMS AND CONDITIONS OF PURCHASE

Preamble

The City of Pawtucket's Purchasing Office may, from time to time, make amendments to the General Terms and Conditions when the City of Pawtucket's Purchasing Agent determines that such amendments are in the best interest of the City of Pawtucket. Amendments shall be made available for public inspection at the Purchasing Office located in Pawtucket City Hall but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting them.

CITY OF PAWTUCKET'S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE

All City of Pawtucket purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the City of Pawtucket purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, the Pawtucket City Charter, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. **GENERAL**

All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the City of Pawtucket, or with whom a contract is executed by the City of Pawtucket's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. **ENTIRE AGREEMENT**

The City of Pawtucket's Purchase Order, or other City of Pawtucket contract endorsed by the City of Pawtucket Purchasing Office, shall constitute the entire and exclusive agreement between the City of Pawtucket and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

All communication between the City of Pawtucket and any contractor pertaining to any award or contract shall be accomplished in writing.

a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the City of Pawtucket Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City of Pawtucket. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the City of Pawtucket on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the City of Pawtucket to the contractors.

b. No alterations or variations of the terms of the contract shall be valid or binding upon the City of Pawtucket unless submitted in writing and accepted by the City of Pawtucket Purchasing Agent. All orders and changes thereof must emanate from the City of Pawtucket Purchasing Office: no oral agreement or arrangement made by a contractor with a department or employee will be considered to be binding on the City of Pawtucket Purchasing Agent, and may be disregarded.

c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless:

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
2. extended upon written authorization of the City of Pawtucket Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the City of Pawtucket in accordance with other provisions stated herein.
 - d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the City of Pawtucket Purchasing Agent.
 - e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the City of Pawtucket Purchasing Office, and expressly accepted.
 - f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the City of Pawtucket, and agrees that later discovery by the City of Pawtucket Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. **SUBCONTRACTS**

No subcontracts or collateral agreements shall be permitted, except with the City of Pawtucket's express written consent. Upon request, contractors must submit to the City of Pawtucket Purchasing Office a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. **RELATIONSHIP OF PARTIES**

The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the City of Pawtucket, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the City of Pawtucket and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. **COSTS OF PREPARATION**

All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The City of Pawtucket will not reimburse any offeror for such costs.

6. **SPECIFIED QUANTITY REQUIREMENT**

Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

- a. The City of Pawtucket reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.
- b. The City of Pawtucket shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the City of Pawtucket will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

- c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the City of Pawtucket, where determined by the City of Pawtucket Purchasing Agent to be in the City of Pawtucket's best interest.

7. **TERM AND RENEWAL**

Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the City of Pawtucket's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the City of Pawtucket's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the City of Pawtucket's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the City of Pawtucket's intent not to renew is served.

8. **DELIVERY/COMPLETION**

Delivery must be made as ordered and/or projects completed in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. If the project completion date is not specified in the proposal, the date shall be determined by the City of Pawtucket Purchasing Agent. The decision of the City of Pawtucket Purchasing Agent, as to reasonable compliance with the delivery terms, and date of completion shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. **FOREIGN CORPORATIONS**

In accordance with Title 7 Chapter 1.1 ("Business Corporations") of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. **PRICING**

All pricing offered or extended to the City of Pawtucket is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the City of Pawtucket, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. **COLLUSION**

Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES**

Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the City of Pawtucket for the purpose of obtaining any contract or award issued by the City of Pawtucket. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the City of Pawtucket, except as shall have been expressly communicated to the City of Pawtucket Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the City of Pawtucket of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. **AWARDS**

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the City of Pawtucket Purchasing Agent.

- a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the City of Pawtucket. The City of Pawtucket reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.
- b. The City of Pawtucket reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the City of Pawtucket may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the City of Pawtucket to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.
- c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the City of Pawtucket may, at the option of the City of Pawtucket, be
 - 1. rejected as being non-responsive, or
 - 2. set aside in favor of the City of Pawtucket's terms and conditions (with the consent of the bidder), or
 - 3. accepted, where the City of Pawtucket Purchasing Agent determines that such acceptance best serves the interests of the City of Pawtucket.
 Acceptance or rejection of alternate or counter-offers by the City of Pawtucket shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.
- d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
- e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
- f. The City of Pawtucket Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.
- g. The City of Pawtucket Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the City of Pawtucket will be served by so doing.
- h. The City of Pawtucket Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the City of Pawtucket or State of Rhode Island, other things being equal.
- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The City of Pawtucket Purchasing Agent reserves the right to act in the City of Pawtucket's best interests regarding awards caused by clerical errors by the City of Pawtucket Purchasing Office.

14. **SUSPENSION AND DEBARMENT**

The City of Pawtucket Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

- a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or

directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).

- b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
- c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the City of Pawtucket to a vendor or contractor then under a ruling of suspension or debarment by the City of Pawtucket shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the City of Pawtucket's Purchasing Agent.

15. PUBLIC RECORDS

Contractors and bidders are advised that certain documents, correspondence, and other submissions to the City of Pawtucket's Purchasing Office may be voluntarily made public by the City of Pawtucket absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

16. PRODUCT EVALUATION

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The City of Pawtucket's Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

- a. Any objections to specifications must be filed by a bidder, in writing, with the City of Pawtucket's Purchasing Agent at least 96 hours before the time of bid opening to enable the City of Pawtucket's Purchasing Office to properly investigate the objections.
- b. All standards are minimum standards except as otherwise provided for in the Request or Contract.
- c. Samples must be submitted to the City of Pawtucket's Purchasing Office in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.
- d. All samples submitted are subject to test by any laboratory the City of Pawtucket's Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE

All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the City of Pawtucket. The City of Pawtucket reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the City of Pawtucket's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- a. Failure by the City of Pawtucket to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the City of Pawtucket's right to subsequently reject the goods in question.
- b. Formal or informal acceptance by the City of Pawtucket of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- c. Where the contractor fails to promptly cure the defect or replace the goods, the City of Pawtucket reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

- d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the City of Pawtucket within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the City of Pawtucket shall have the right to dispose of them as its own property.

18. **PRODUCT WARRANTIES**

All product or service warranties normally offered by the contractor or bidder shall accrue to the City of Pawtucket's benefit, in addition to any special requirements which may be imposed by the City of Pawtucket. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the City of Pawtucket may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. **PAYMENT**

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

- a. Payment terms other than the foregoing may be rejected as being nonresponsive.
- b. No partial shipments, or partial completion will be accepted, unless provided for by the Request or Contract.
- c. Where a question of quality is involved, or failure to complete a project by the specified due date, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the City of Pawtucket Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the City of Pawtucket from taking such discount.
- d. Payments for used portion of inferior delivery or late delivery will be made by the City of Pawtucket on an adjusted price basis.
- e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the City of Pawtucket Purchasing Office for approval.

20. **THIRD PARTY PAYMENTS**

The City of Pawtucket recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the City of Pawtucket's Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. **SET-OFF AGAINST PAYMENTS**

Payments due the contractor may be subject to reduction equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. **CLAIMS**

Any claim against a contractor may be deducted by the City of Pawtucket from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the City of Pawtucket the amount of such claim on demand. Submission of a voucher and payment, thereof, by the City of Pawtucket shall not preclude the City of Pawtucket's Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

- a. The City of Pawtucket's Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the City of Pawtucket, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. **CERTIFICATION OF FUNDING**
The Director of Finance shall provide certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.
24. **UNUSED BALANCES**
Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the City of Pawtucket's sole option.
25. **MINORITY BUSINESS ENTERPRISES**
Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the City of Pawtucket reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:
- a. the offer is fully responsive to the terms and conditions of the Request, and
 - b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
 - c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.
26. **PREVAILING WAGE REQUIREMENT**
In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.
27. **EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION**
Contractors of the City of Pawtucket are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.
28. **DRUG-FREE WORKPLACE REQUIREMENT**
Contractors who do business with the City of Pawtucket and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.
29. **TAXES**
The City of Pawtucket is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.
30. **INSURANCE**
All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on City of Pawtucket premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:
- a. Comprehensive General Liability Insurance
 - 1) Bodily Injury \$500,000 each occurrence/ \$1,000,000 annual aggregate
 - 2) Property Damage \$500,000 each occurrence /\$500,000 annual aggregate

- Independent Contractors
- Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
- Completed Operations
- Personal Injury (with employee exclusion deleted)
- b. Automobile Liability Insurance
 - Combined Single Limit not less than \$150,000 each occurrence
 - Bodily Injury
 - Property Damage, and in addition non-owned and/or hired vehicles and equipment
- c. Workers' Compensation Insurance
 - As required by the General Laws of Rhode Island.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the City of Pawtucket as an additional insured, to the City of Pawtucket Purchasing Office, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

31. **BID SURETY**

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

32. **PERFORMANCE AND LABOR AND PAYMENT BONDS**

A performance bond and labor and payment bond of up to 100% of an award may be required by the City of Pawtucket's Purchasing Agent. Bonds must meet the following requirements:

- a. Corporation: The Bond must be signed by an official of the corporation above his/her official title and the corporate seal must be affixed over his/her signature.
- b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are " Doing Business As (name of firm)."
- c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
- d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

33. **SUSPENSION, DEFAULT AND TERMINATION**

- a. Suspension of a Contract by the City of Pawtucket

The City of Pawtucket reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. The City of Pawtucket shall provide the contractor with written notice of the suspension order signed by the Purchasing Agent or his or her designee, which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the City of Pawtucket shall either:

- 1. cancel the suspension order;
- 2. extend the suspension order for a specified time period not to exceed thirty (30) days; or

3. terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the City of Pawtucket's Purchasing Agent. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the City of Pawtucket's Purchasing Agent within thirty (30) days after resuming work performance.

b. Termination of a Contract by the City of Pawtucket

1. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the City of Pawtucket, the City of Pawtucket may terminate the contract, in whole or in part, the termination of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The City of Pawtucket shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. If contractor consistently fails to deliver quantities or otherwise perform as specified, the City of Pawtucket's Purchasing Agent reserves the right to terminate the contract and contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety. In the event of a termination for default or nonperformance, in whole or in part, the City of Pawtucket may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the City of Pawtucket as a result of the contractor's default. The contractor, or its surety, agrees to promptly reimburse the City of Pawtucket for the excess costs, but shall have no claim to the difference should the replacement cost be less.

2. Termination Without Cause

The City of Pawtucket may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the City of Pawtucket an accounting of the work performed up to the date of termination. The City of Pawtucket may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

- a. contract prices for goods or services accepted under the contract;
- b. costs incurred in preparing to perform and performing the terminated portion of the contract; or
- c. any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

3. Contractor's Obligations in the Event of Termination

If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the City of Pawtucket in the manner and to the extent directed by the City of Pawtucket:

- a. all finished or unfinished material prepared by the contractor; and
- b. all material, if any, provided to the contractor by the City of Pawtucket.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, furniture, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records, keys, security badges, and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the City of Pawtucket for damages sustained because of any breach by the contractor. In such event, the City of Pawtucket may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the City of Pawtucket from the contractor has been determined by the City of Pawtucket Purchasing Agent. The City of Pawtucket may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The City of Pawtucket may direct the contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City of Pawtucket or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the City of Pawtucket Purchasing Agent or his designee. Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

34. INDEMNITY

The contractor guarantees:

- a. To save the City of Pawtucket, its agents and employees, harmless from any liability imposed upon the City of Pawtucket arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
- b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City of Pawtucket and of the State of Rhode Island.
- c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

35. CONTRACTOR'S OBLIGATIONS

In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

- a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;
- b. The contractor, its subcontractor(s) and their employees and/or agents, shall protect and preserve property in the contractor or subcontractor's possessions in which the City of Pawtucket has an interest, and any and all materials provided to the contractor or subcontractor by the City of Pawtucket;

- c. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;
- d. To store equipment, supplies, and material at the site only upon approval by the City of Pawtucket, and at his own risk;
- e. To perform all work so as to cause the least inconvenience to the City of Pawtucket, and with proper consideration for the rights of other contractors and workmen;
- f. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work;
- g. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any City of Pawtucket facility or site, and that they comply with such rules, including but not limited to security policies or practices and/or criminal background checks for any employees and/or subcontractors;
- h. The contractor shall ensure that its employees or agents are experienced and fully qualified to engage in the activities and services required under the contract;
- i. The contractor shall ensure that at all times while services are being performed under this contract at least one of its employees or agents on the premises has a good command of the English language and can effectively communicate with the City of Pawtucket and its staff;
- j. The contractor and contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal or state law and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity;
- k. The contractor shall secure and retain all employee-related insurance coverage for its employees and agents as required by law; and
- l. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the City of Pawtucket to a third party. Confidential information means:
 - (1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or
 - (2) any information about the City of Pawtucket gained during the performance of a contract that is not already lawfully in the public domain.

36. **FORCE MAJEURE**

All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

CITY OF PAWTUCKET

REQUEST FOR PROPOSALS



12-050
Ball Fields Reconstruction
Project Manual

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I. 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 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 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.

113.0 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.

114.0 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.

115.0 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.

**II. SPECIAL CONDITIONS FOR
BASEBALL FIELDS RECONSTRUCTION
PAWTUCKET, RHODE ISLAND**

401.0 PROJECT SITE

The Project sites are Tomlinson Field, McCarthy Park and Ruthowski Field-Slater Park in the City of Pawtucket as shown on the plans.

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 **10/30/2012**.

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, 2004 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, 2009.

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 PUBLIC WORKS, 250 Armistice Blvd, 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 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.

408.0 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.

409.0 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.

410.0 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.

411.0 TIME OF BEGINNING WORK

411.1 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.

411.2 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.

412.0 PROVISIONS FOR TRAFFIC

412.1 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.

412.2 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.

412.3 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.

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

413.0 COORDINATION WITH OUTSIDE PARTIES

413.1 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.

413.2 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.

414.0 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.

415.0 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.

416.0 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.

417.0 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.

418.0 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

SITE LOCATION MAP



City of Pawtucket Baseball Fields Reconstruction Project



**LOCUS MAP
NOT TO SCALE**



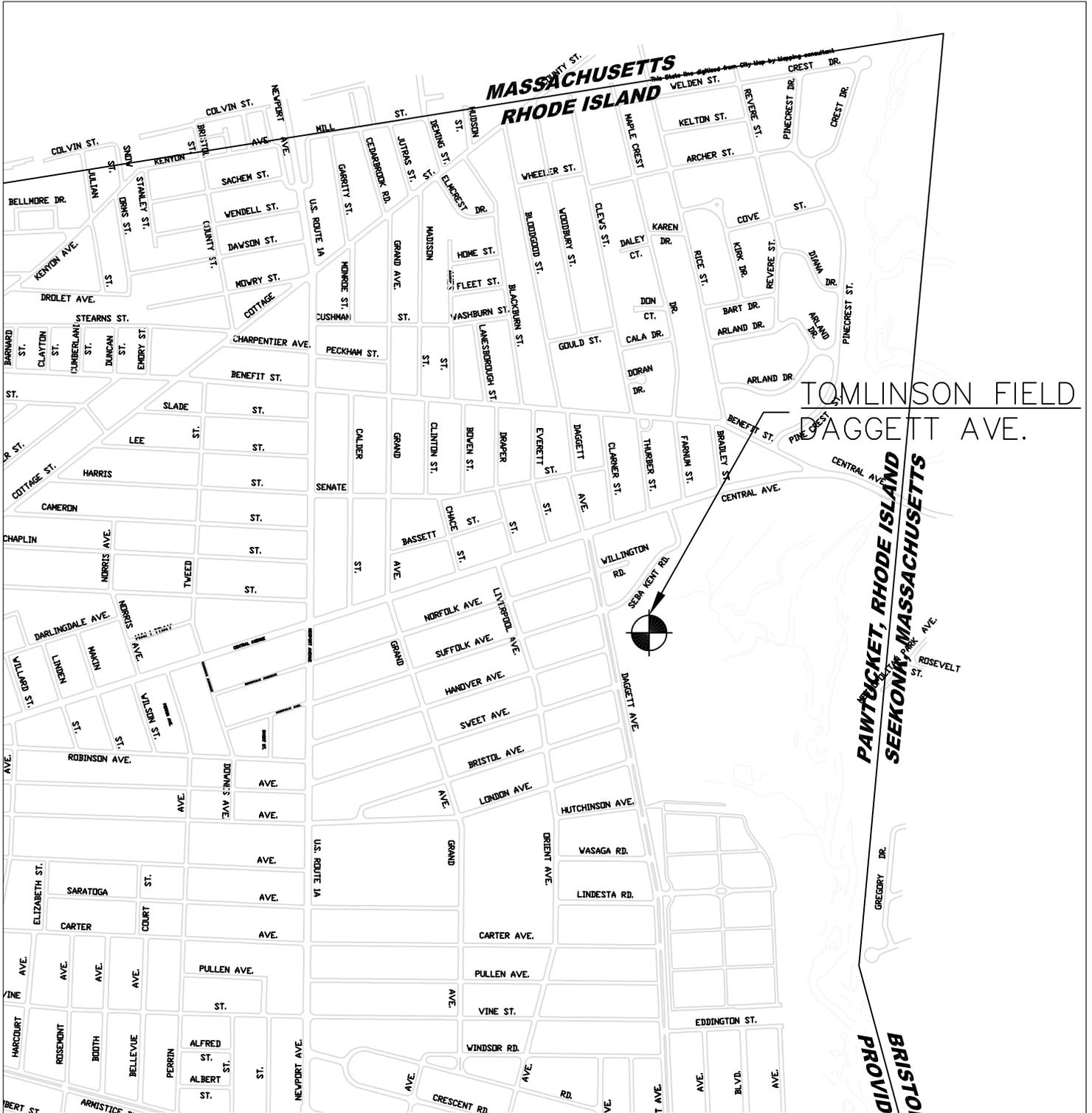
City of Pawtucket Baseball Fields Reconstruction Project



**LOCUS MAP
NOT TO SCALE**



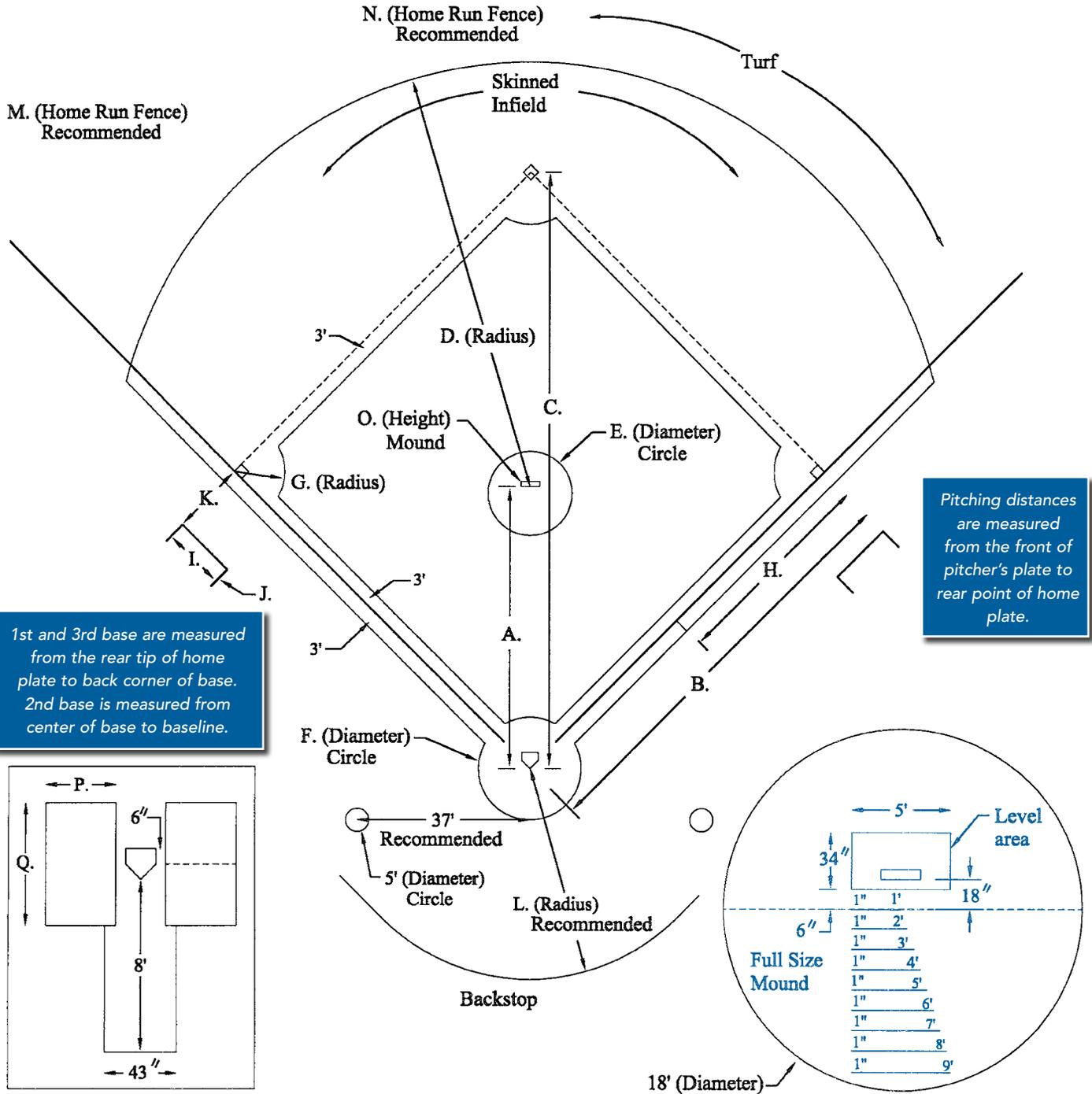
City of Pawtucket Baseball Fields Reconstruction Project



**LOCUS MAP
NOT TO SCALE**

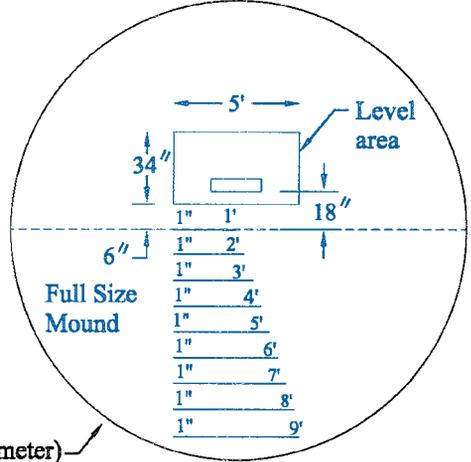
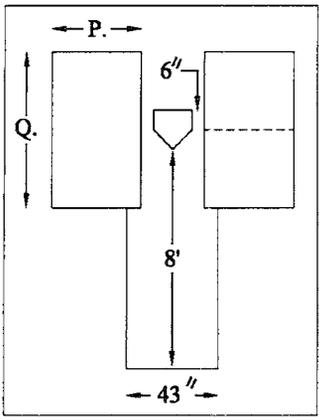
SCHEDULE OF DRAWINGS

BASEBALL MEASUREMENTS



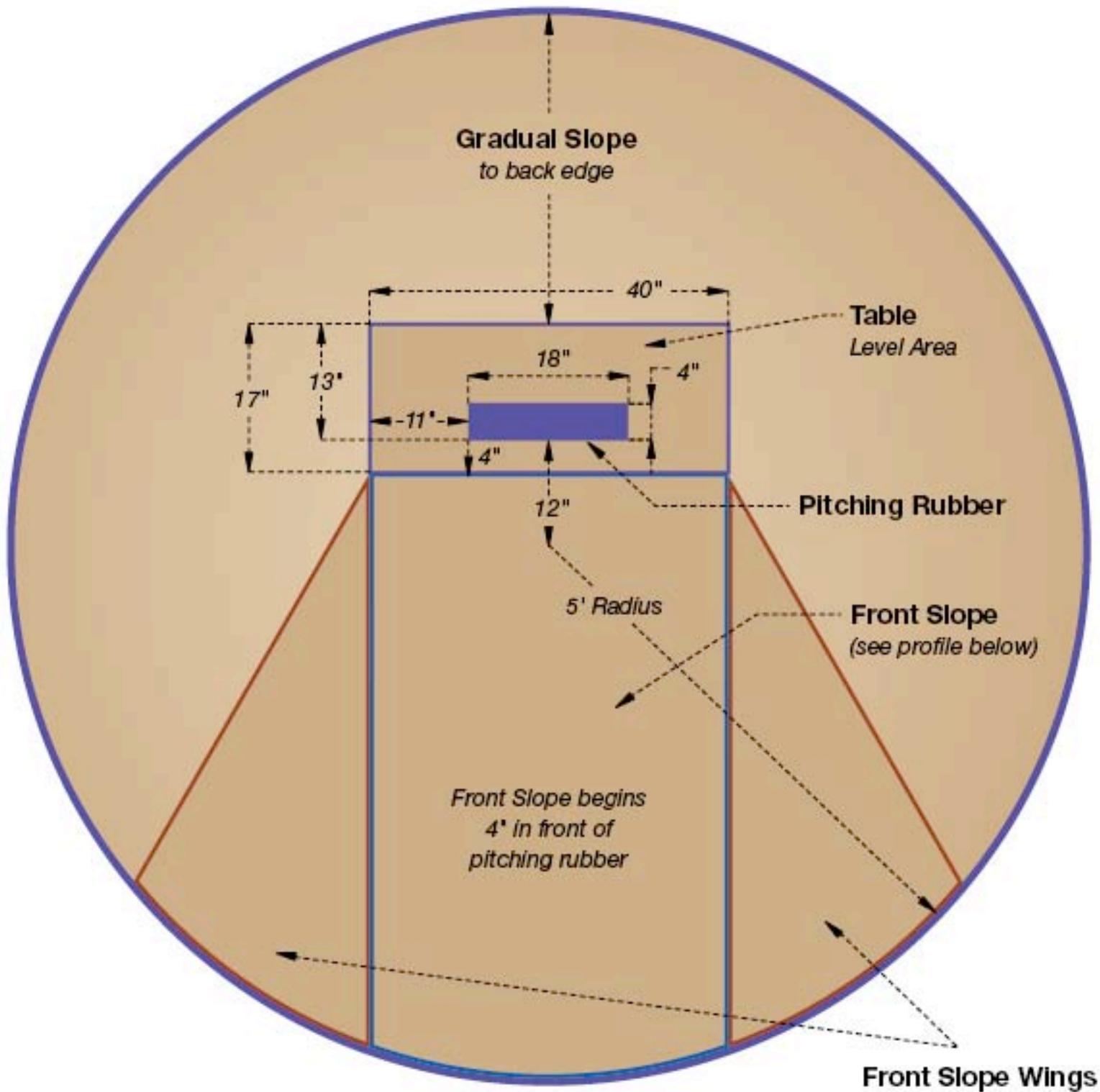
Pitching distances are measured from the front of pitcher's plate to rear point of home plate.

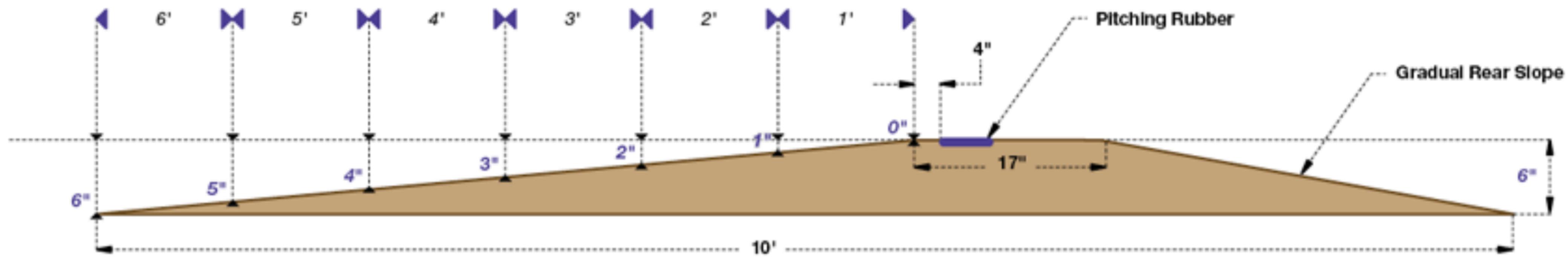
1st and 3rd base are measured from the rear tip of home plate to back corner of base. 2nd base is measured from center of base to baseline.

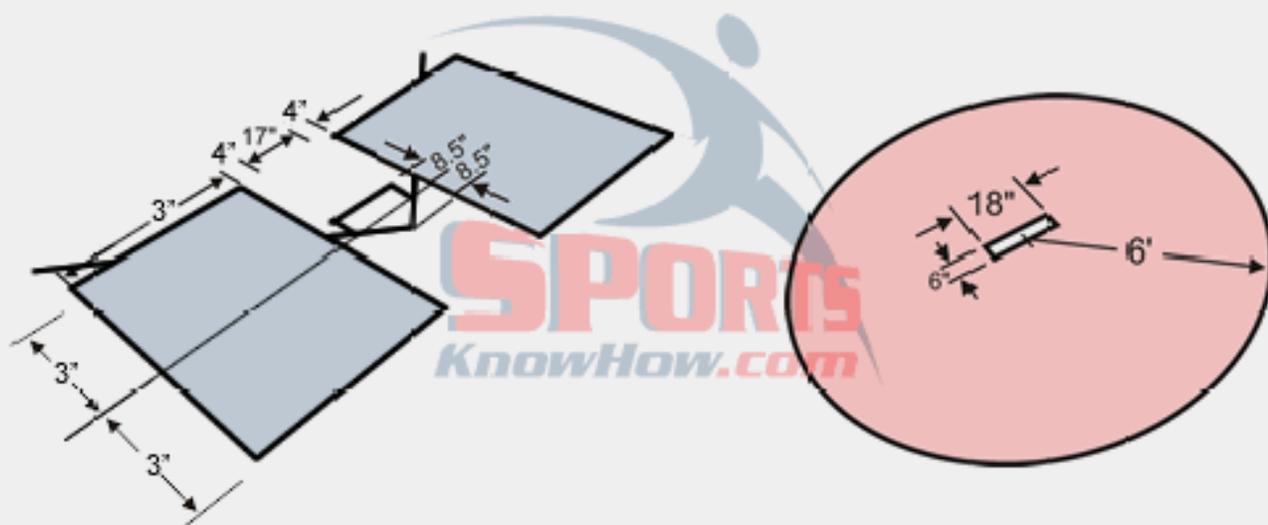


BASEBALL FIELD MEASUREMENTS BY GROUP

GROUP	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
Pro, College, High School	60'-6"	90'	127'-3"	95'	18'	26'	13'	45'	20'	10'	15'	60'	320'-350'	400'+	10"	4'	6'
Babe Ruth	60'-6"	90'	127'-3"	95'	18'	26'	13'	45'	20'	10'	15'	60'	300'	335'	10"	4'	6'
Colt	60'-6"	90'	127'-3"	95'	18'	26'	13'	45'	20'	10'	15'	60'	300'	350'	10"	4'	6'
Pony	54'	80'	113'-2"	80'	15'	24'	12'	40'	12'	6'	12'	40'	250'	300'	8"	4'	6'
Bronco	48'	70'	99'	65'	12'	22'	11'	35'	12'	6'	9'	30'	200'	250'	6"	4'	6'
Little League	46'	60'	84'-10"	50'	10'	18'	9'	30'	8'	4'	6'	25'	200'	200'	6"	3'	6'
Mustang	44'	60'	84'-10"	50'	9'	20'	10'	30'	8'	4'	6'	20'	175'	225'	4"	4'	6'
Pinto	38'	50'	70'-8"	50'	9'	20'	9'	25'	8'	4'	6'	20'	150'	200'	4"	4'	6'







Home Plate Area

Pitchers Mound

8 BASEBALL AND SOFTBALL FIELDS

the diamond to perform successfully. In discussing field design, we refer to these three parts as the *outfield* (used here as commonly understood), the *skinned area* (the groomed dirt portion of the field where the infielders customarily stand during play), and the *infield* (the area enclosed by the base paths). Even where the infield is skinned, as on a softball diamond, for design purposes the infield is distinguished from the skinned area where the infielders position themselves.

The following drawings illustrate three designs—or “grading plans”—for baseball and softball diamonds. Note that the full-field designs continue past the actual playing field and include some of the surrounding area. This is because failure to properly contour these areas can cause water to run onto the field.

1.4a The Outfield

The most important design principle for an outfield is that it must not drain toward the infield. Figure 1.1 shows one of the simplest and most common field designs. The outfield slopes downward from the second and third base lines to the outfield fence at a rate of approximately 1.0%. (We consider this 1.0% slope to be the minimum acceptable slope,

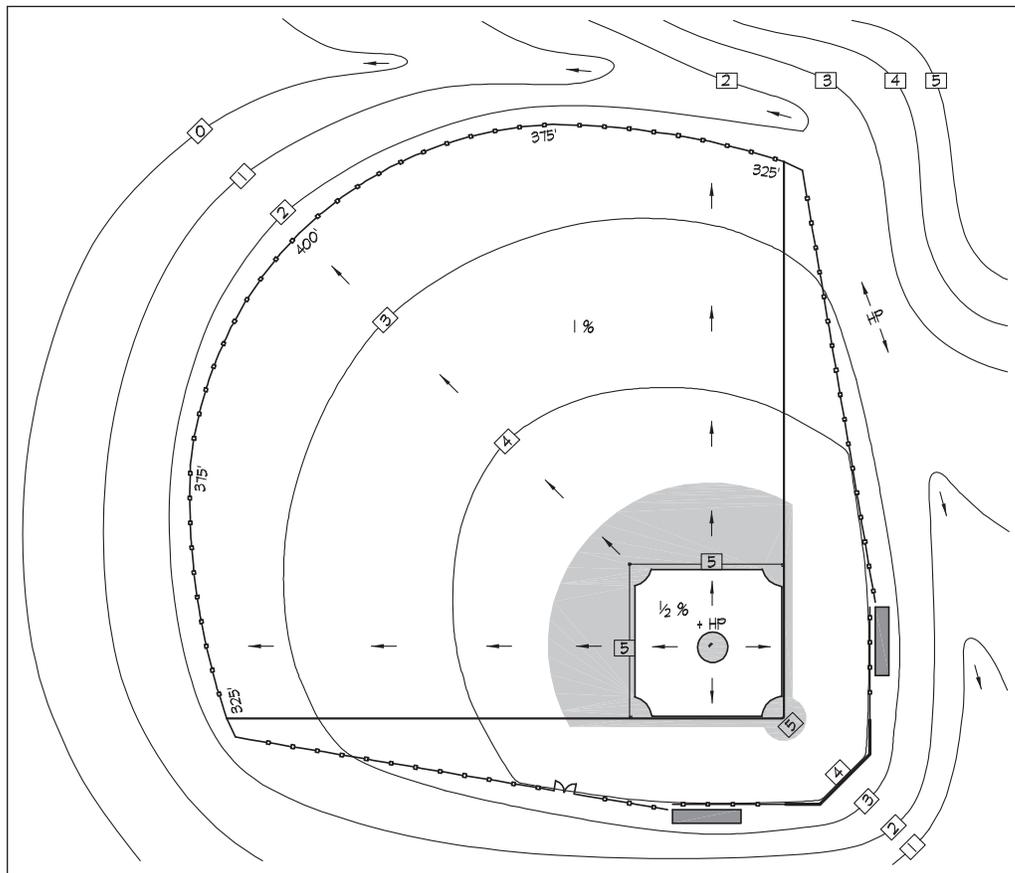
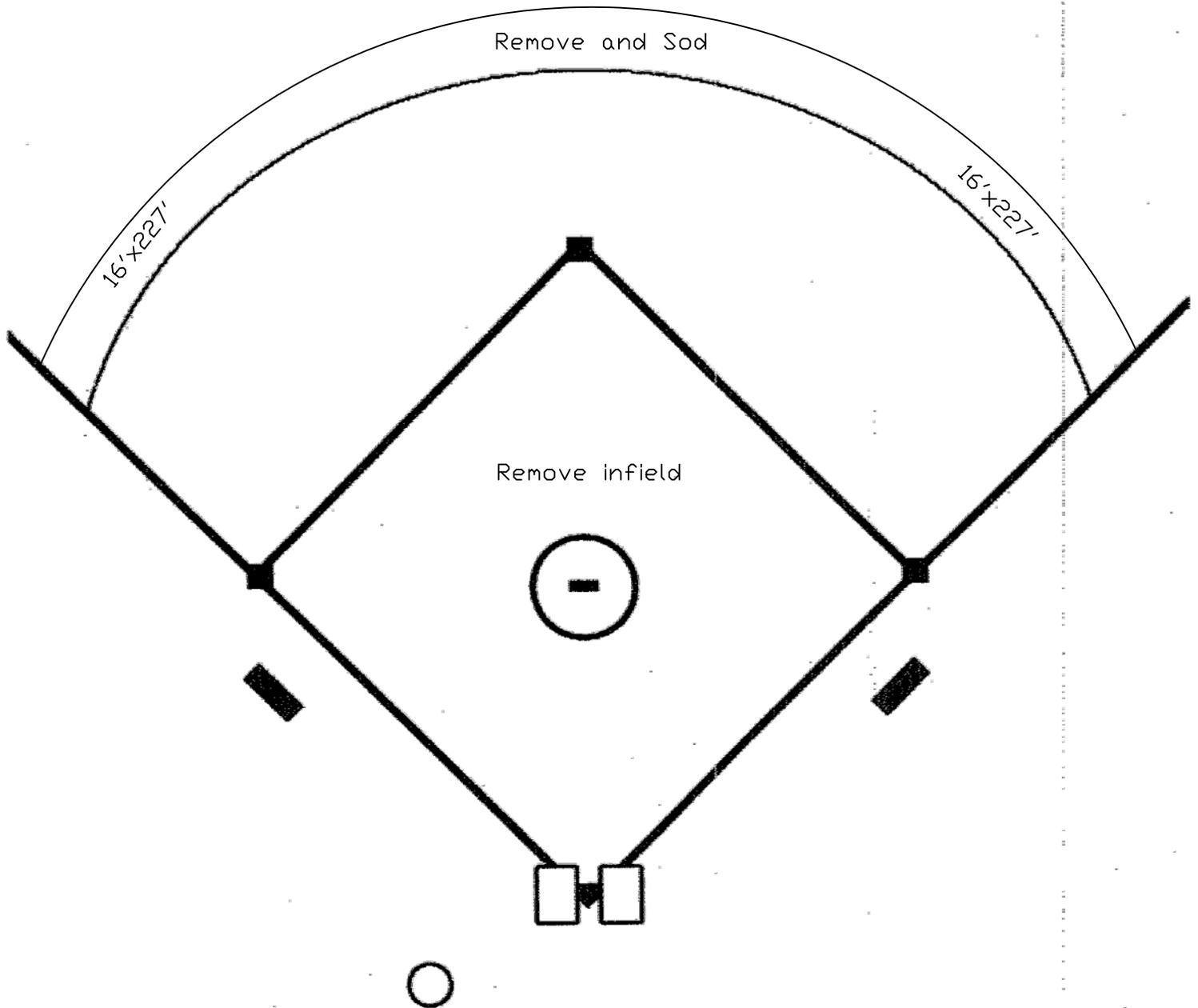


Figure 1.1. The simplest and most common (good) field design—elevations noted in feet. In order to maintain a consistent slope, remember to include spot elevations for the outfield fence. (See Figure 1.4 for spot elevations of the skinned area.)

MCCARTHY PARK

1. Sod Removal 10,687 SF
All areas must remove 1'
of soil

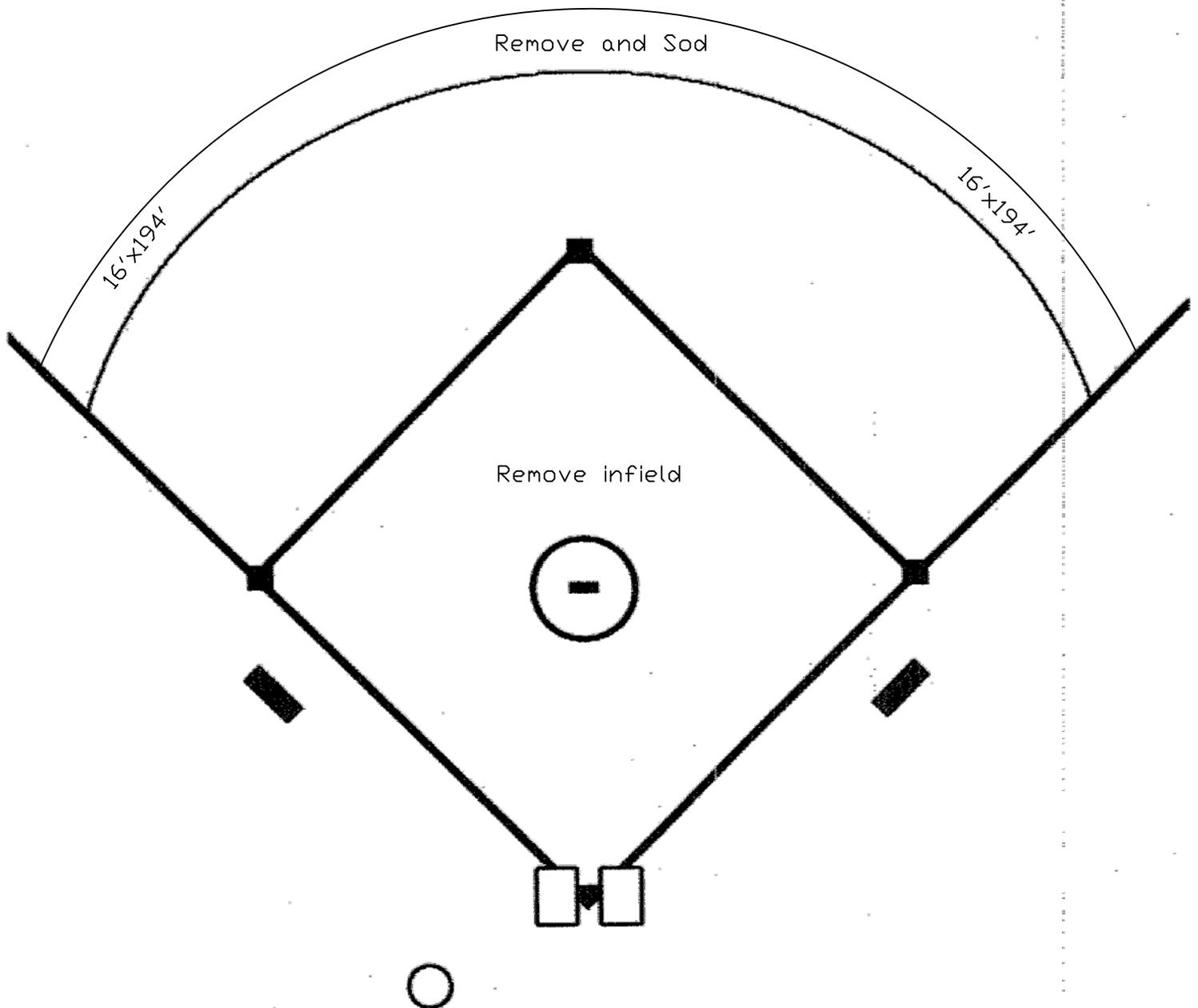
2. Sod 3,632 SF



RUTHOWSKI SLATER PARK

1. Sod Removal 6,104 SF
All areas must remove 1'
of soil

2. Sod 3,104 SF



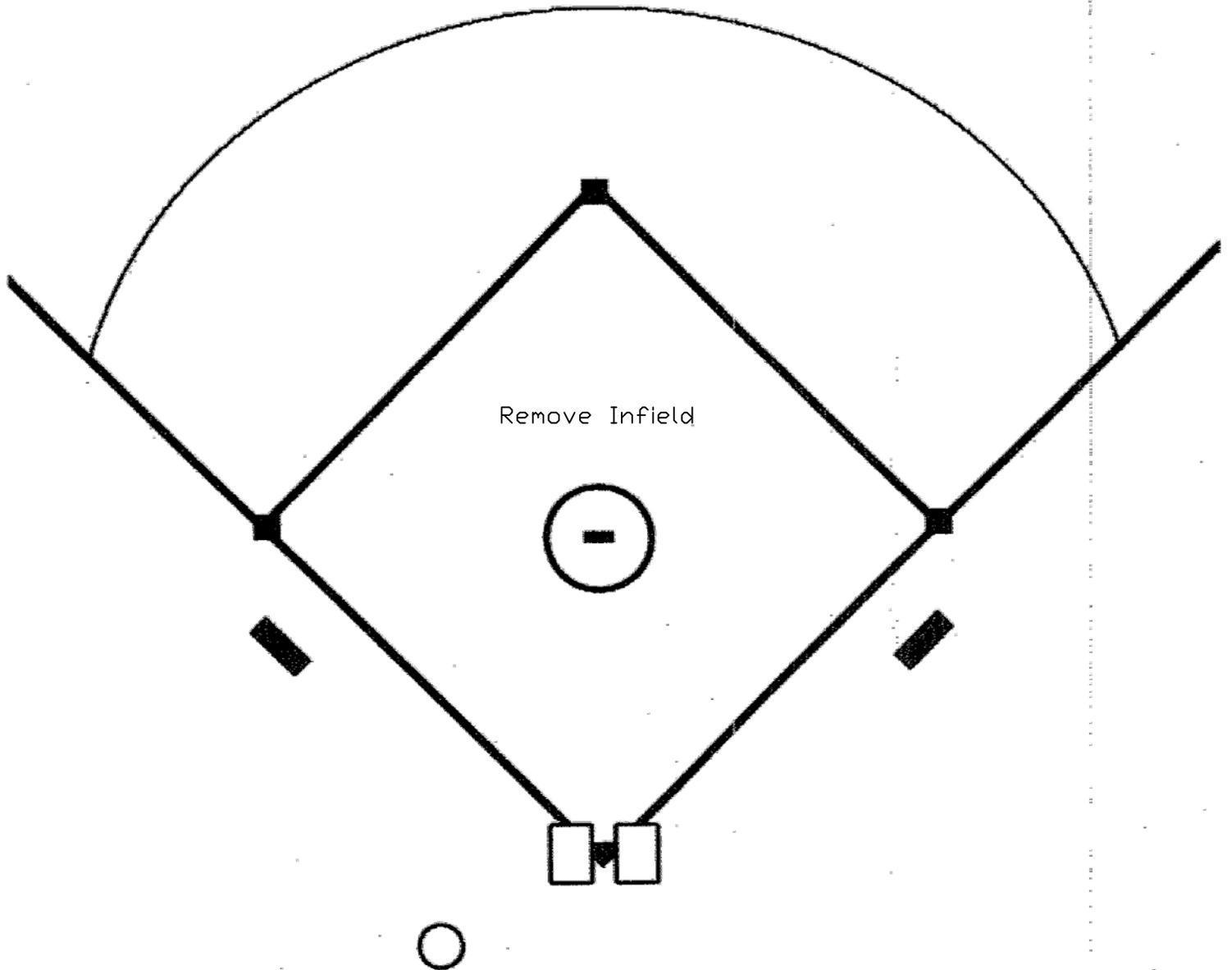
TOMLINSON FIELD

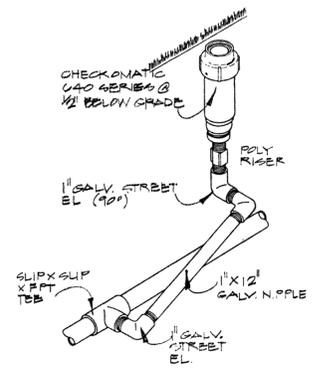
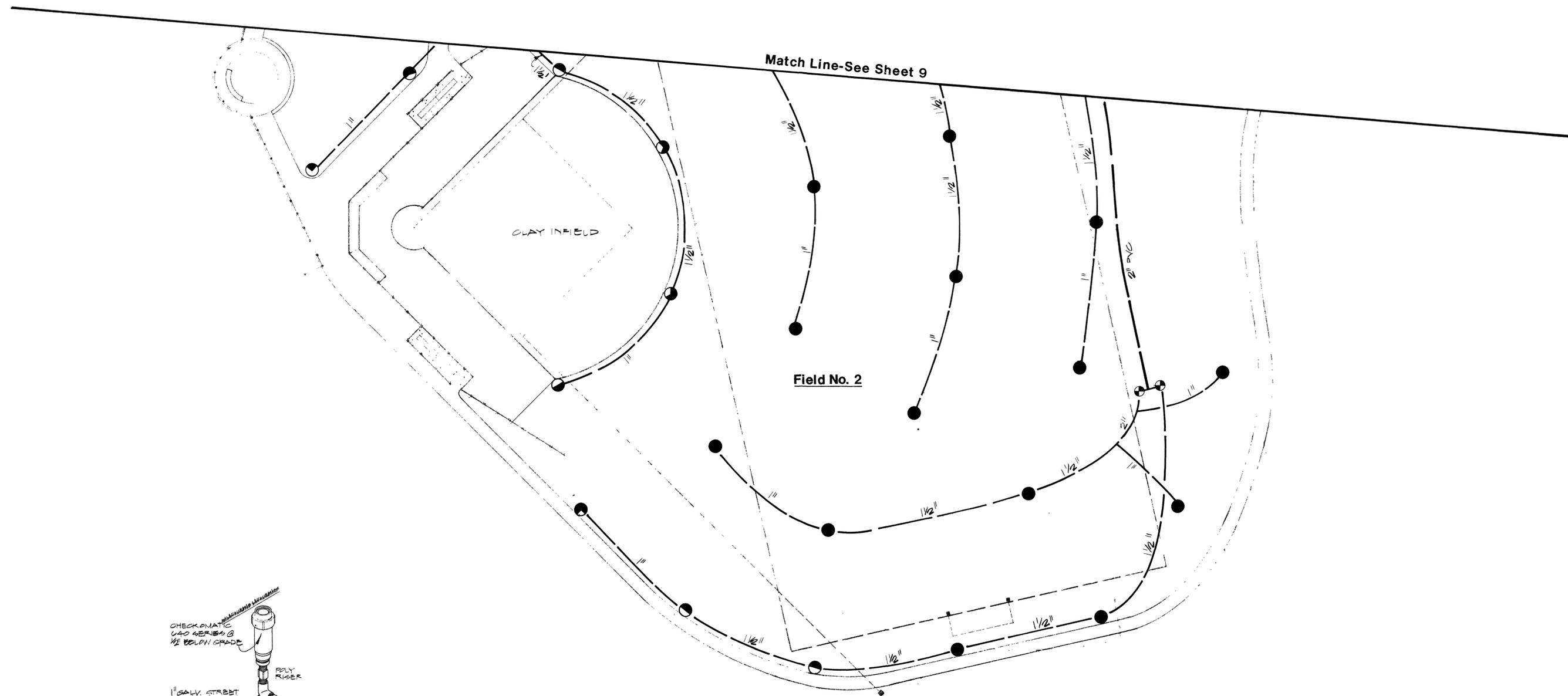
Remove Outfield

1. Sod Removal 25,517 SF
All areas must remove 1'
of soil

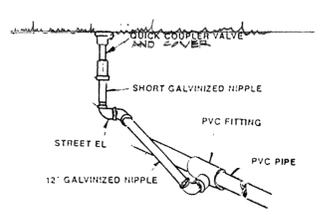
2. Hydroseed 22,644 SF

Remove Infield

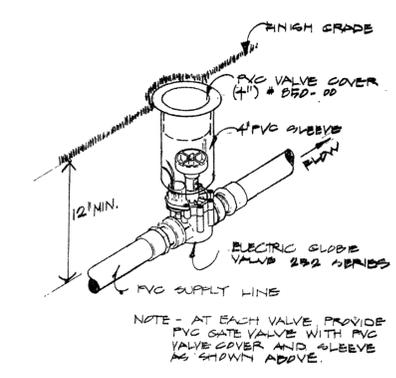




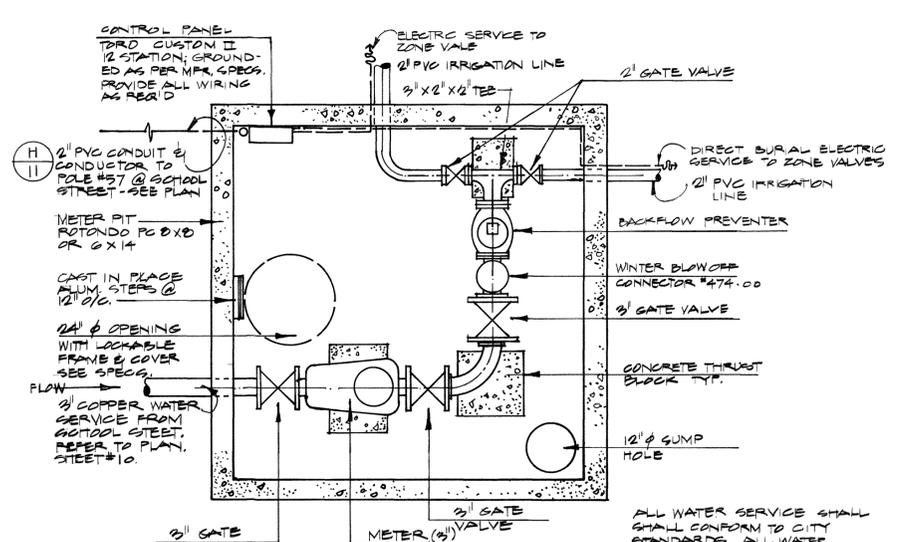
B Sprinkler Head
 not to scale



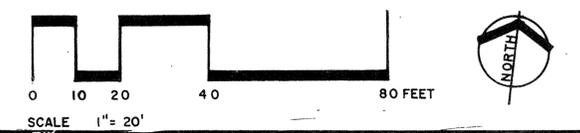
C Quick Coupler
 not to scale



D Valve Assembly
 not to scale

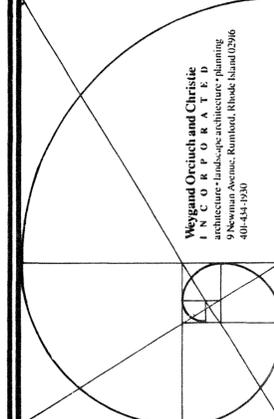


E Meter Pit
 not to scale



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JULY 04, 1989		

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Site Renovations
Metropolitan Park
 Pawtucket, R.I.

Irrigation Plan C

PROJ. NO. 03188
 DWN. RAW
 CHKD. ALK

10

OF 13

Weyand Orzech and Christie
 INCORPORATED
 architecture-landscape-architecture-planning
 9 Newman Avenue, Rumford, Rhode Island 02916
 401-434-1920

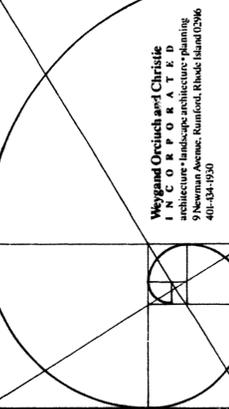
LEGEND

Toro Irrigation equipment or
 approved equal.

- 641-02-40 (90°)
- 642-02-41 (180°)
- 640-02-41 (238°)
- 643-02-42 (270°)
- 649-02-41 (360°)
- 644-02-43 (360°)
- 642-02-40 (180°)
- 252-06-08
Electric Valve
- 252-06-06
Electric Valve
- Quick Coupler

MARK	DATE	BY
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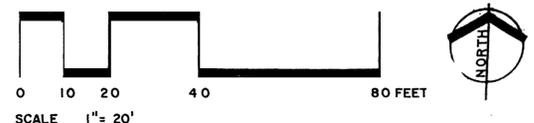
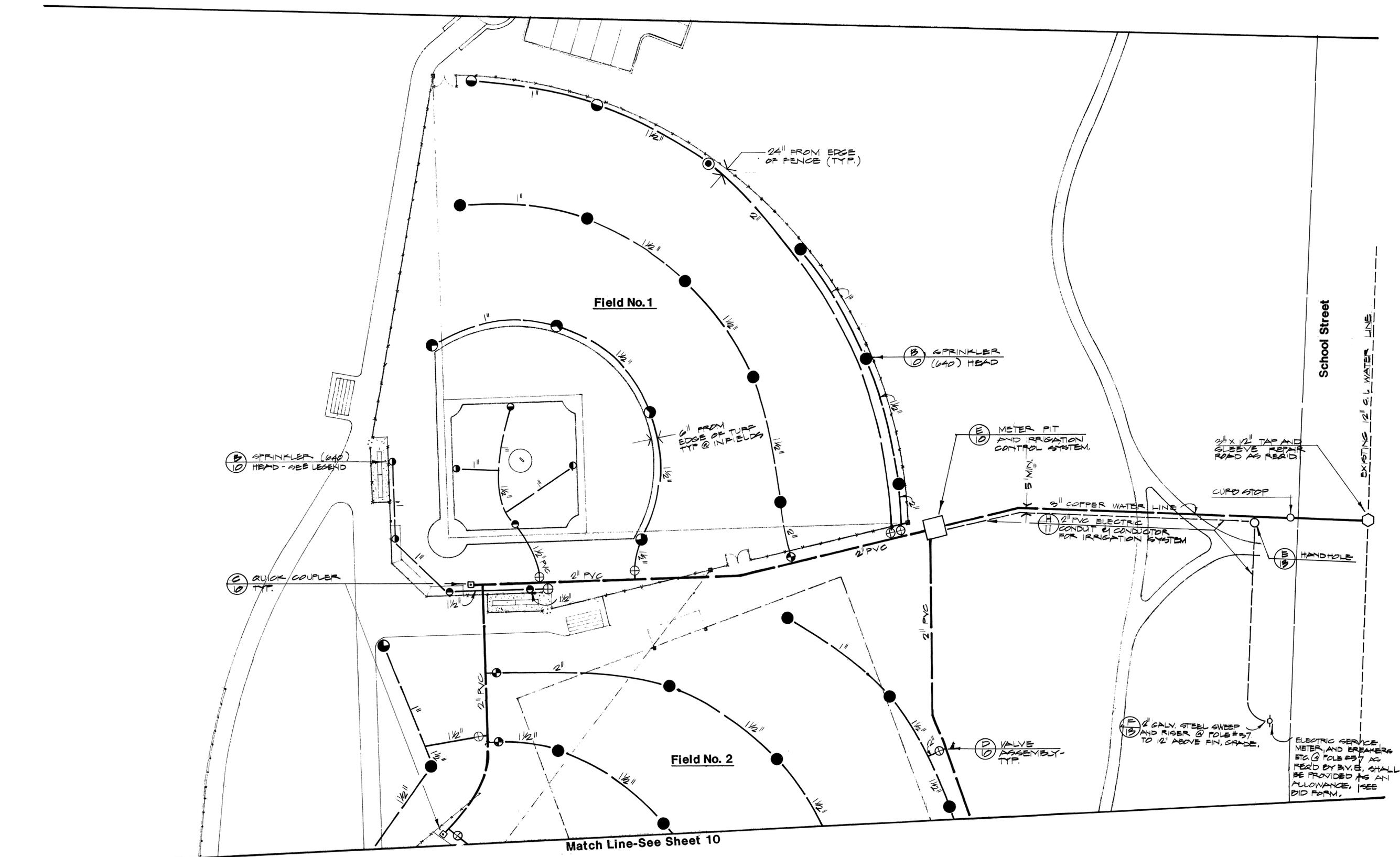
Site Renovations
Metropolitan Park
 Pawtucket, R.I.

Irrigation Plan B

PROJ. NO.	02108
DWN.	ALK
CHKD.	RAW

9

OF 13



Match Line-See Sheet 10

ELECTRIC SERVICE METER AND BREAKERS ETC. @ POLE #57 AS PERD BY B.V.E. SHALL BE PROVIDED AS AN ALLOWANCE. SEE BID FORM.

2" GALV. STEEL SWEEP AND RISER @ POLE #57 TO 12' ABOVE FIN. GRADE.

METER PIT AND IRRIGATION CONTROL SYSTEM.

2" PVC ELECTRIC CONDUIT & CONDUCTOR FOR IRRIGATION SYSTEM

3" COPPER WATER LINE

SPRINKLER (640) HEAD

24" FROM EDGE OF FINISH (TYP.)

6" FROM EDGE OF TAP TYP. @ IN FIELDS

SPRINKLER (640) HEAD - SEE LEGEND

QUICK COUPLER TYP.

SURVEY INFORMATION BY
GUILLETTE CORP. 176 GREEN-
WOOD AVE. RUMFORD, R.I.
02916.

REFER TO SHEET NO. 2 FOR
GENERAL NOTES.

- LEGEND
- Toro Irrigation equipment or approved equal.
- 641-02-40 (90°)
 - 642-02-41 (180°)
 - 640-02-41 (238°)
 - 643-02-42 (270°)
 - 649-02-41 (360°)
 - 644-02-43 (360°)
 - 642-02-40 (180°)
 - ⊕ 252-06-08 Electric Valve
 - ⊕ 252-06-06 Electric Valve
 - Quick Coupler

MARK	DATE	BY
REVISIONS		
JULY 04, 1988		

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ARCHITECTURE-ENGINEERING-PLANNING
9 Newman Avenue, Rumford, Rhode Island 02916
401-534-1950

Site Renovations
Metropolitan Park
Pawtucket, R.I.

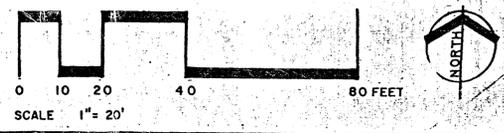
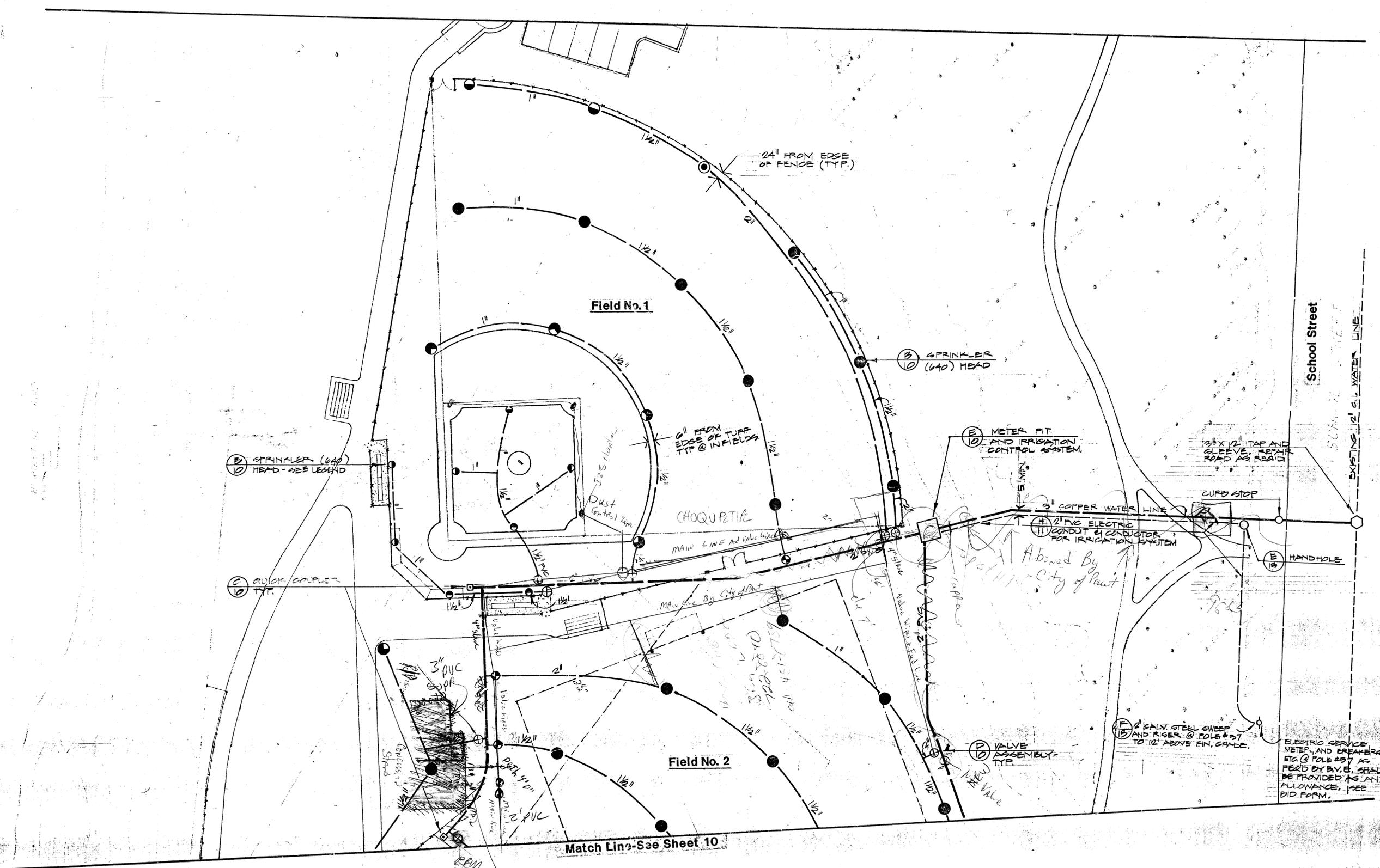
Irrigation Plan B

PROJ. NO. 05188
DWN. ALK
CHKD. RAW

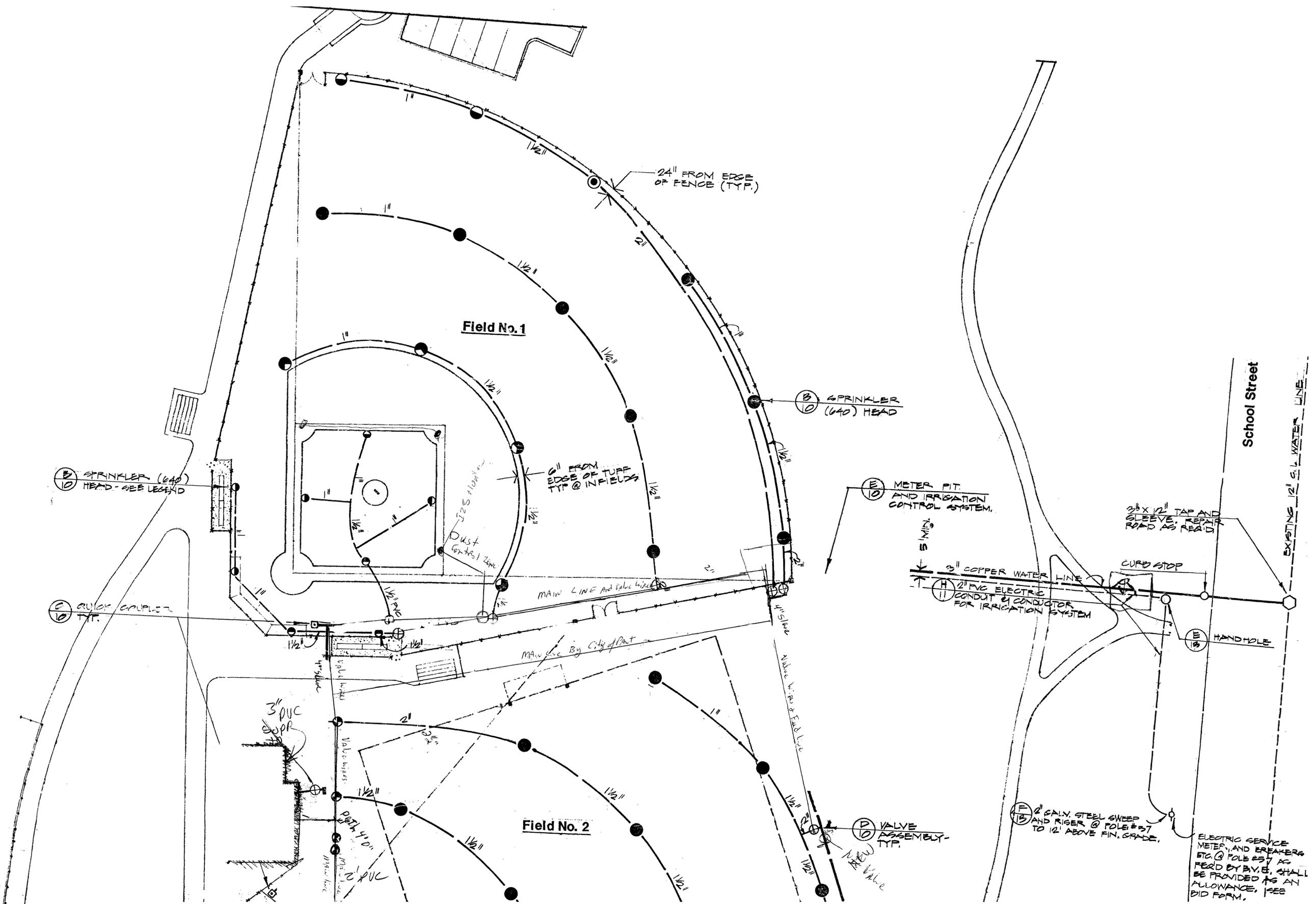
Robert A. Weygard
No. 100
REGISTERED ARCHITECT

9

OF 13



DRAWING 44-232-75117



Field No. 1

Field No. 2

School Street

EXISTING 12" S.L. WATER LINE

SPRINKLER (640) HEAD - SEE LEGEND

SPRINKLER (640) HEAD

METER PIT AND IRRIGATION CONTROL SYSTEM.

QUICK COUPLER TYP.

3" COPPER WATER LINE
2" PVC ELECTRIC CONDUIT & CONDUCTOR FOR IRRIGATION SYSTEM

3/4" X 1/2" TAP AND SLEEVE, TAP AND RING AS REQUIRED

CURB STOP

HANDHOLE

6" FROM EDGE OF TURF TYP @ IN FIELDS

DUST CONTROL ZONE

MAIN LINE AND VALVE W/KEY

2" GALV. STEEL SWEEP AND RISER @ POLE #57 TO 12' ABOVE FIN. GRADE.

ELECTRIC SERVICE METER, AND BREAKERS ETC. @ POLE #57 AS PERD BY B.V.E. SHALL BE PROVIDED AS AN ALLOWANCE, SEE BID FORM.

VALVE ASSEMBLY - TYP.

NEW VALVE

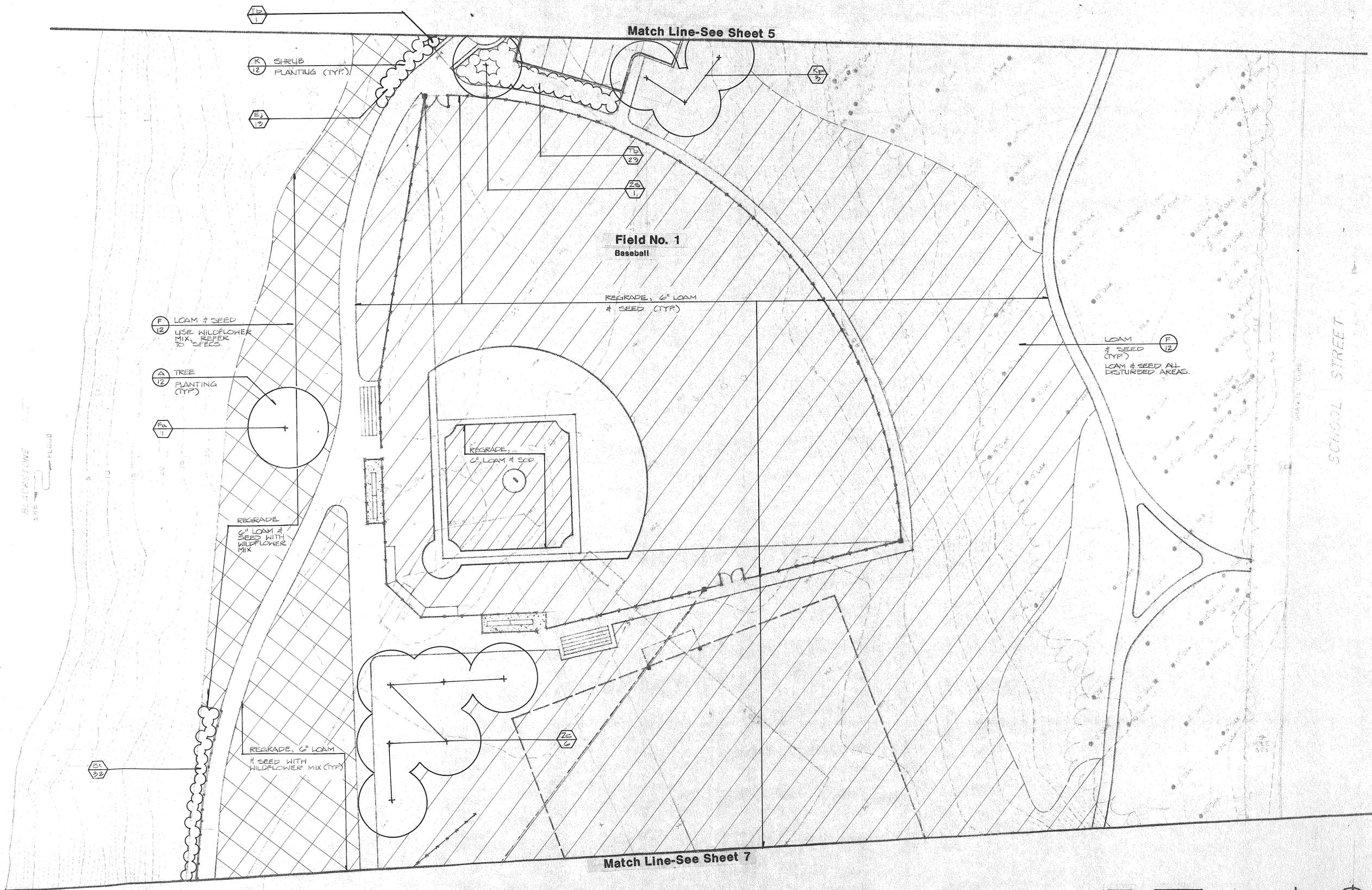
3" PVC

2" PVC

MAINTENANCE BY CITY OF PAT

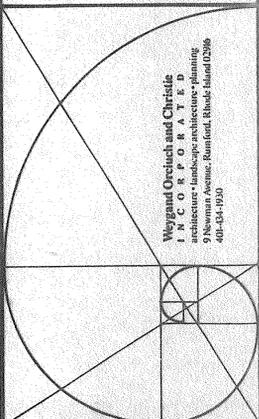
VALVE W/KEY & FIELD LINE

VALVE W/KEY



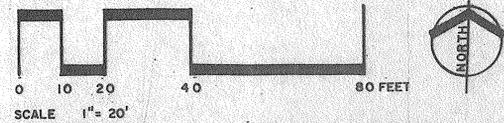
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JULY 04, 1969		

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Site Renovations
Metropolitan Park
 Pawtucket, R.I.

Landscape Plan B



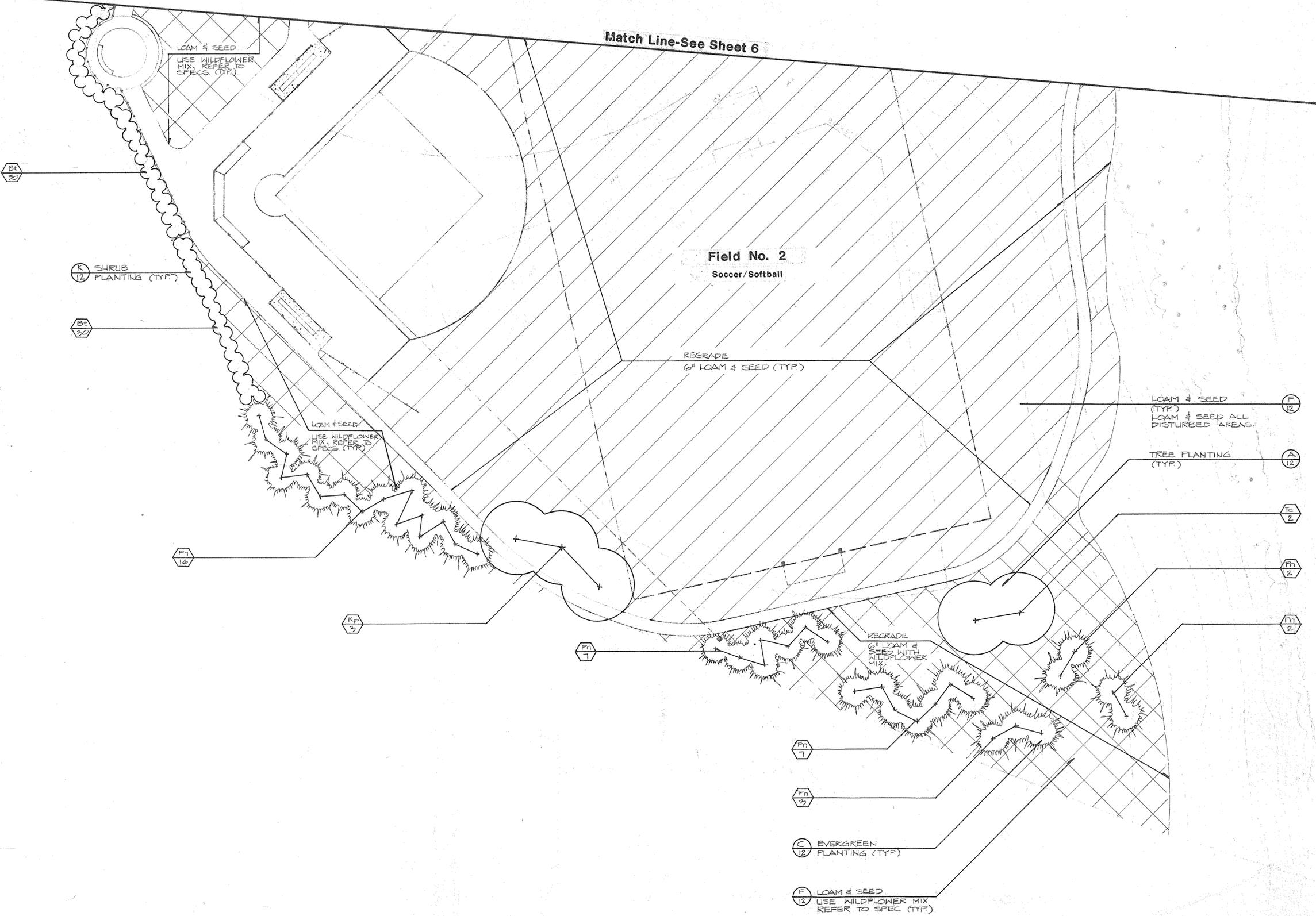
	PROJ. es16c
	DNW. SDW
	CHKD. BAW
6	
OF 13	

SURVEY INFORMATION BY
GUILMETTE CORP. 176 GREEN-
WOOD AVE. RUMFORD, R.I.
02916.

REFER TO SHEET NO. 2 FOR
GENERAL NOTES

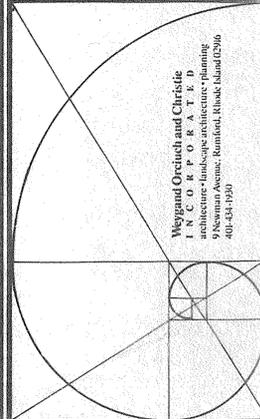
REFER TO SHEET NO. 4 FOR
GRADING INFO.

Match Line-See Sheet 6



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JULY 04, 1989		

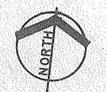
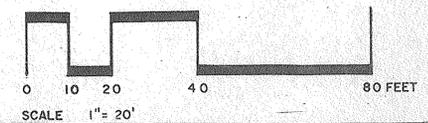
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Site Renovations
Metropolitan Park
Pawtucket, R.I.

Landscape Plan C

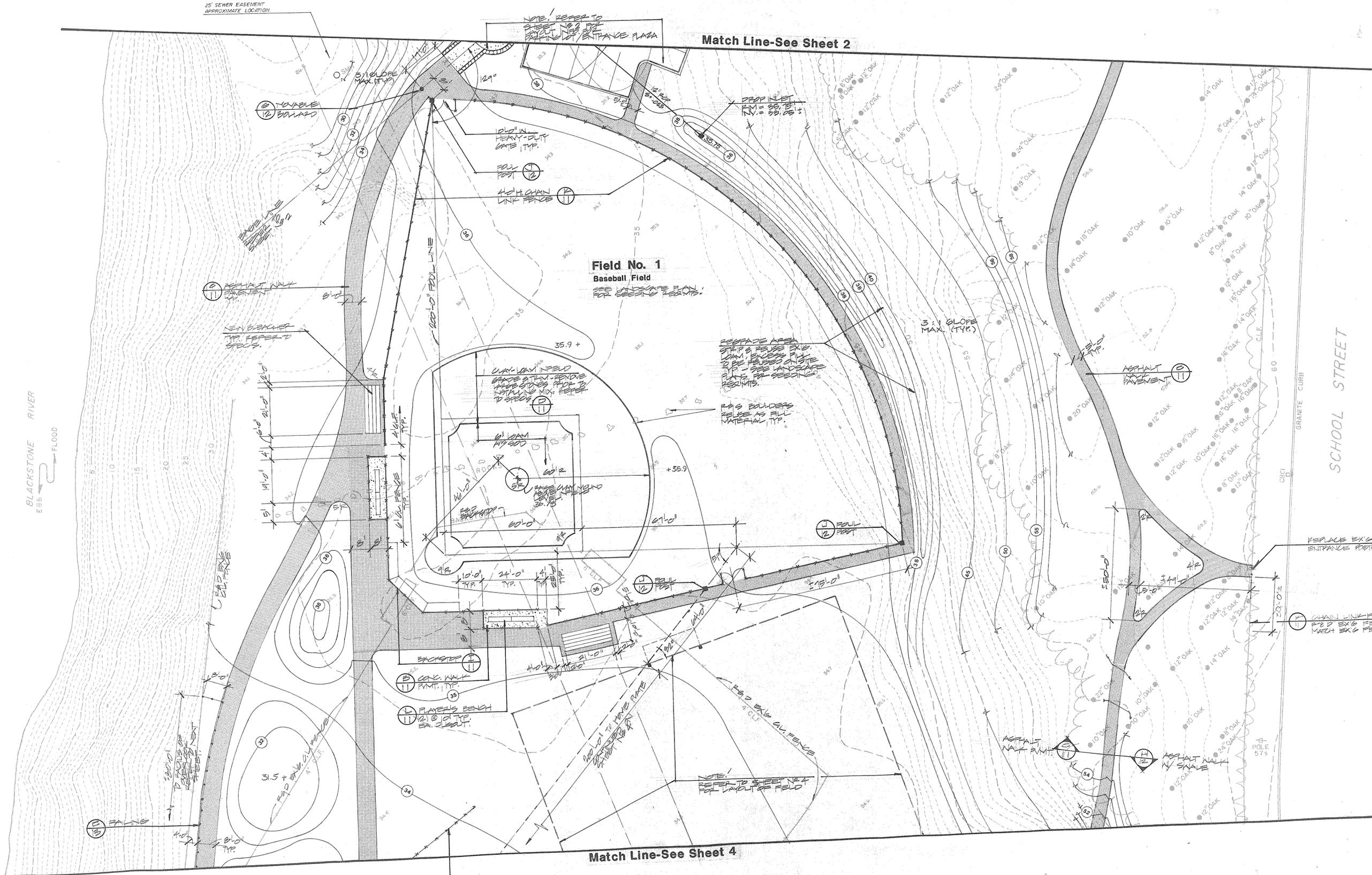
PROJ. NO.	03188
DWN.	SDW
CHKD.	RAW



DRAWING 44-232-7517

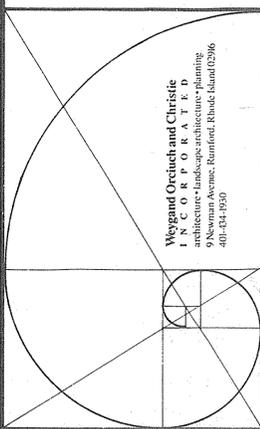
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WOOD AVE. RUMFORD, R.I.
02916.

REFER TO SHEET NO. 2 FOR
GENERAL NOTES.



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REVISIONS		
JULY 04, 1989		

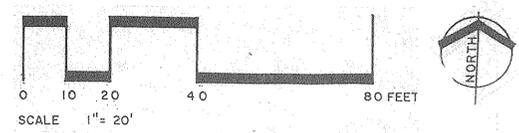
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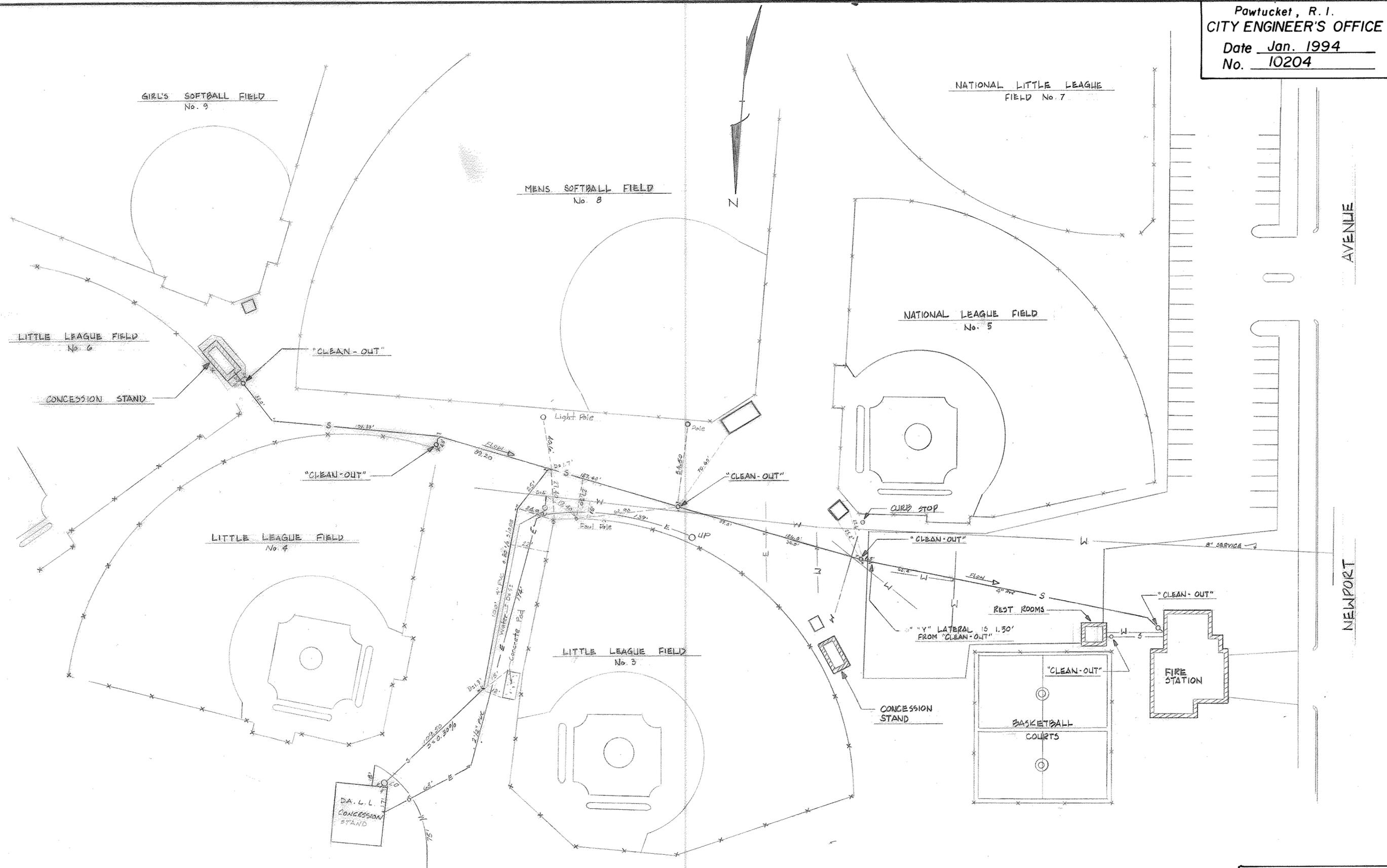
Site Renovations
Metropolitan Park
Pawtucket, R.I.

Layout and Grading
Plan B

	PROJ. NO. 03108
	DWN. ALK
	CHKD. RAW
3	
OF 13	



BRUNING 44 232 72117



LEGEND

— W —	WATER
— S —	SEWER
— E —	ELECTRIC
— X —	FENCE
— —	CURB LINE

NOTE: ALL UTILITIES SHOWN WERE LOCATED DURING THE INSTALLATION OF THE SEWER LINE FROM THE CONCESSION STAND TO THE FIRE STATION.

OFFICE NO. 8382
 DRAWER 102B
 SHEET 19

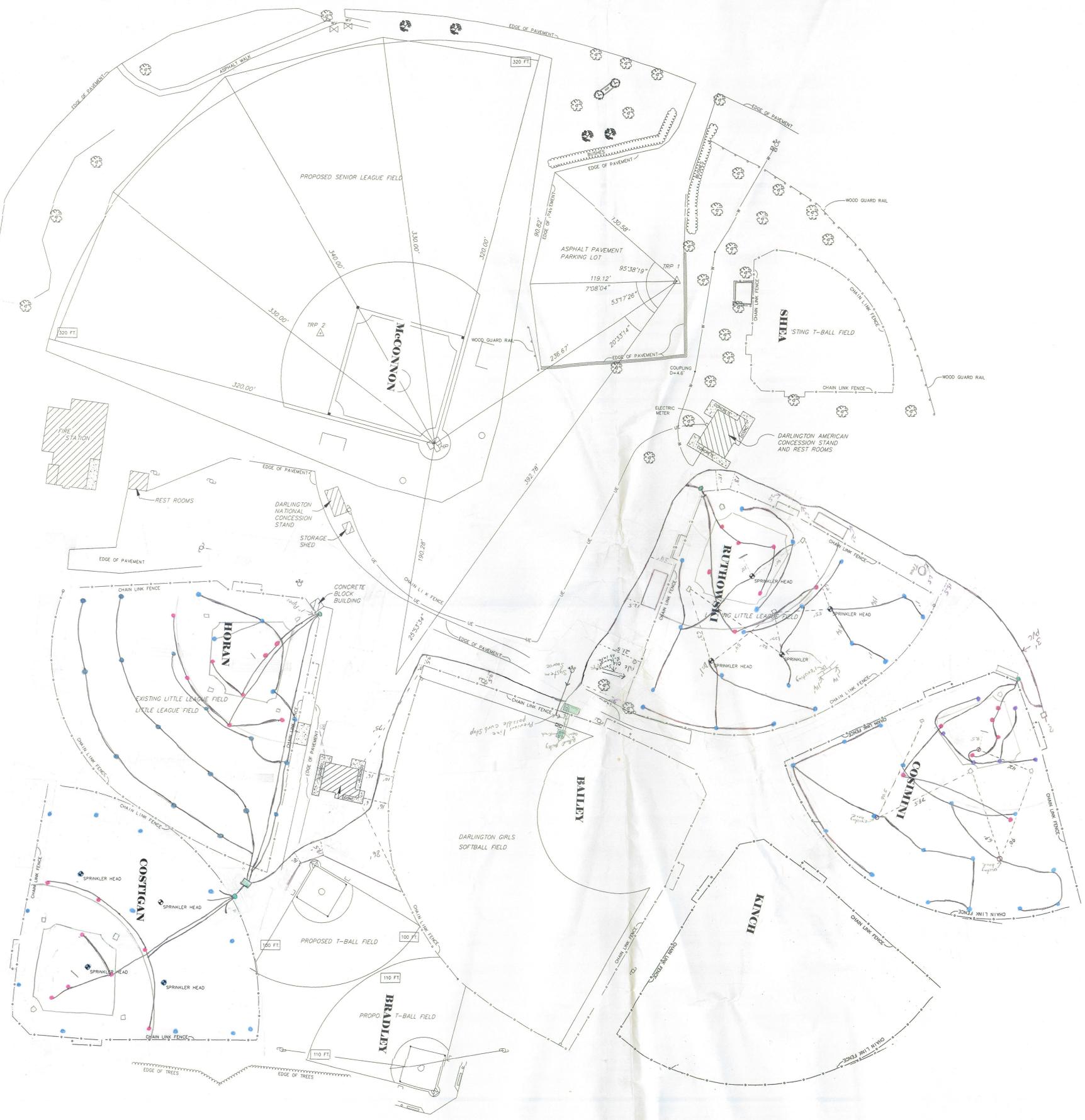
**PLAN OF SANITARY SEWER
 SLATER PARK BALLFIELDS**
 ENGINEERING DEPARTMENT
 CITY OF PAWTUCKET

No. <u>Scale</u>	Date: <u>AUGUST, 1993</u>
Inspected By: <u>MW</u>	Sheet <u>1 of 1</u>

PRWICKET, R. E.
 CIVIL ENGINEER'S OFFICE
 DATE: 7-11-04
 NO.

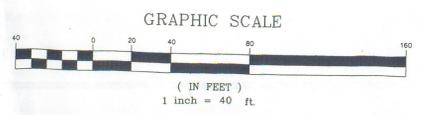


NEWPORT AVENUE

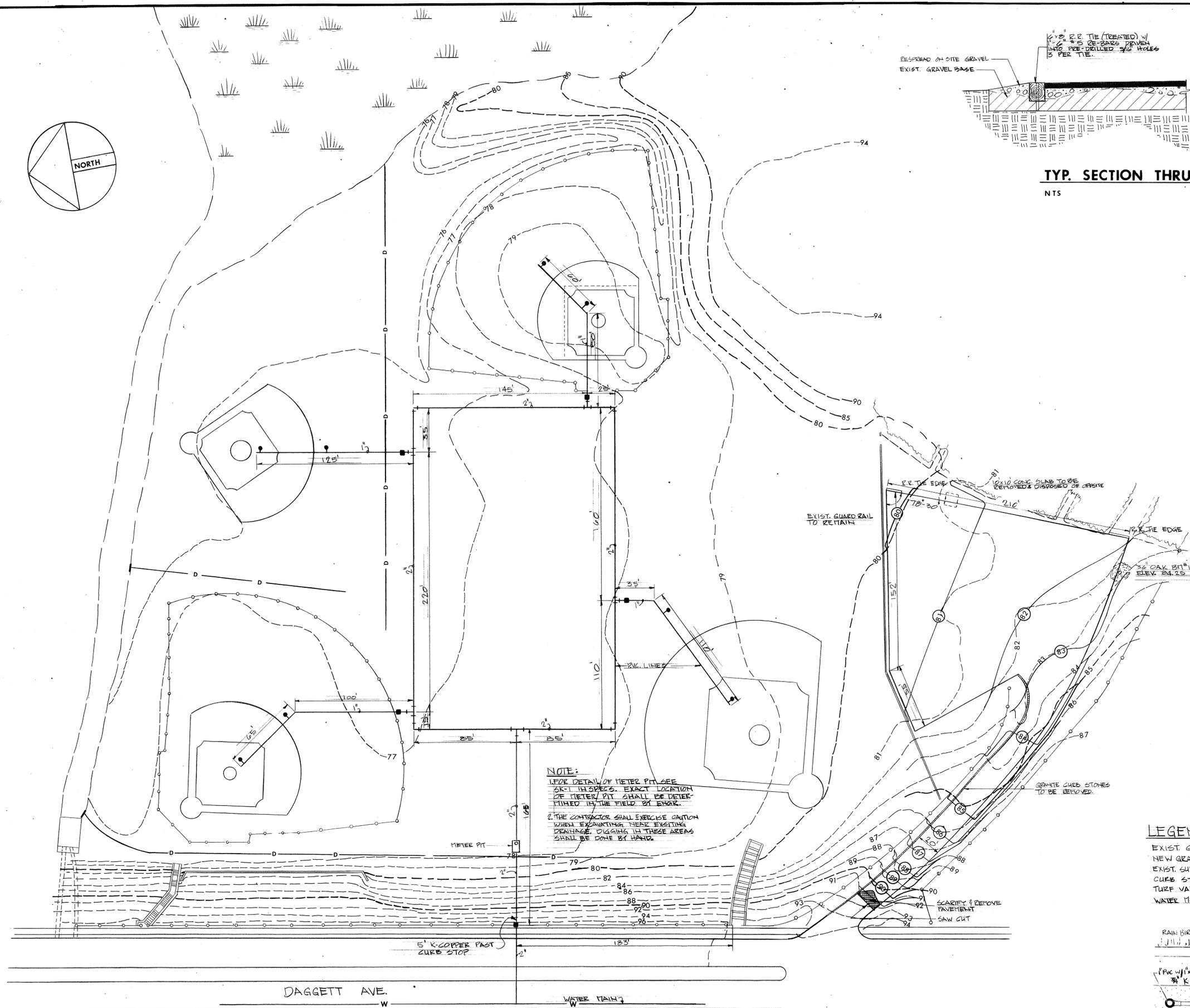
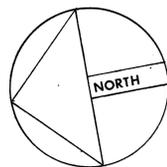


Put Together By Alan Gagnon
 Slater Park Irrigation
 05/05

OFFICE NO. 6832
 DRAWER 120
 SHEET 21

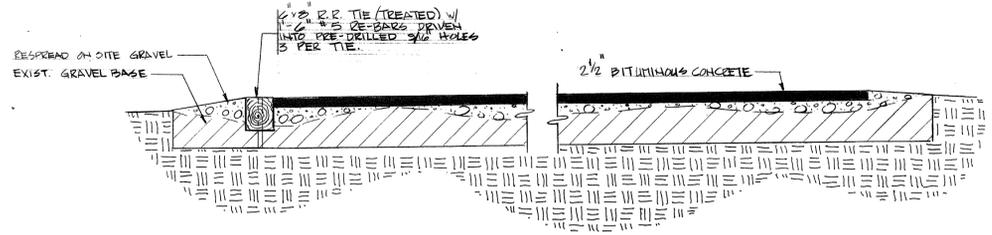


REV.	DESCRIPTION	BY	DATE
FOR APPROVAL:	TO SHOP:	TO FIELD:	
R & R APPROVAL:	AS BUILT:		
PROPOSED SENIOR LEAGUE FIELD SLATER MEMORIAL PARK			
JOB NAME:	DRAWN BY: MW	CHECKED BY:	
LOCATION:	SCALE: 1"=40'	DATE: SEPT. 3, 1998	
CONTRACTOR:	JOB NUMBER	SHEET	
DESCRIPTION:			

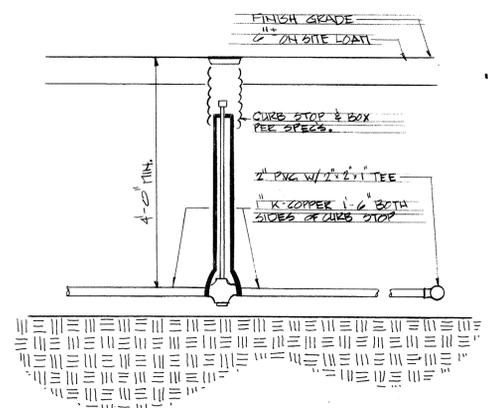


SITE PLAN
SCALE 1"=40'

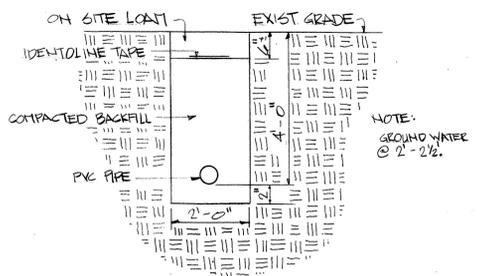
TAP & EXTENSION ACROSS DAGGETT AVE.
THE WATER LINE TO BE MADE BY
PAWTUCKET WATER SUPPLY.



TYP. SECTION THRU PAVEMENT
NTS



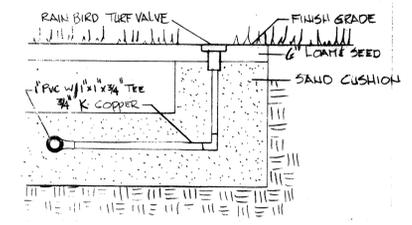
CURB STOP DETAIL
NTS



TYP. TRENCH SECTION
NTS

LEGEND:

- EXIST GRADES
- NEW GRADES
- EXIST SUB-DRAIN
- CURB STOP
- TURF VALVE
- WATER MAIN



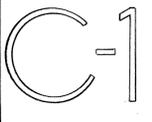
TURF VALVE DETAIL
NTS

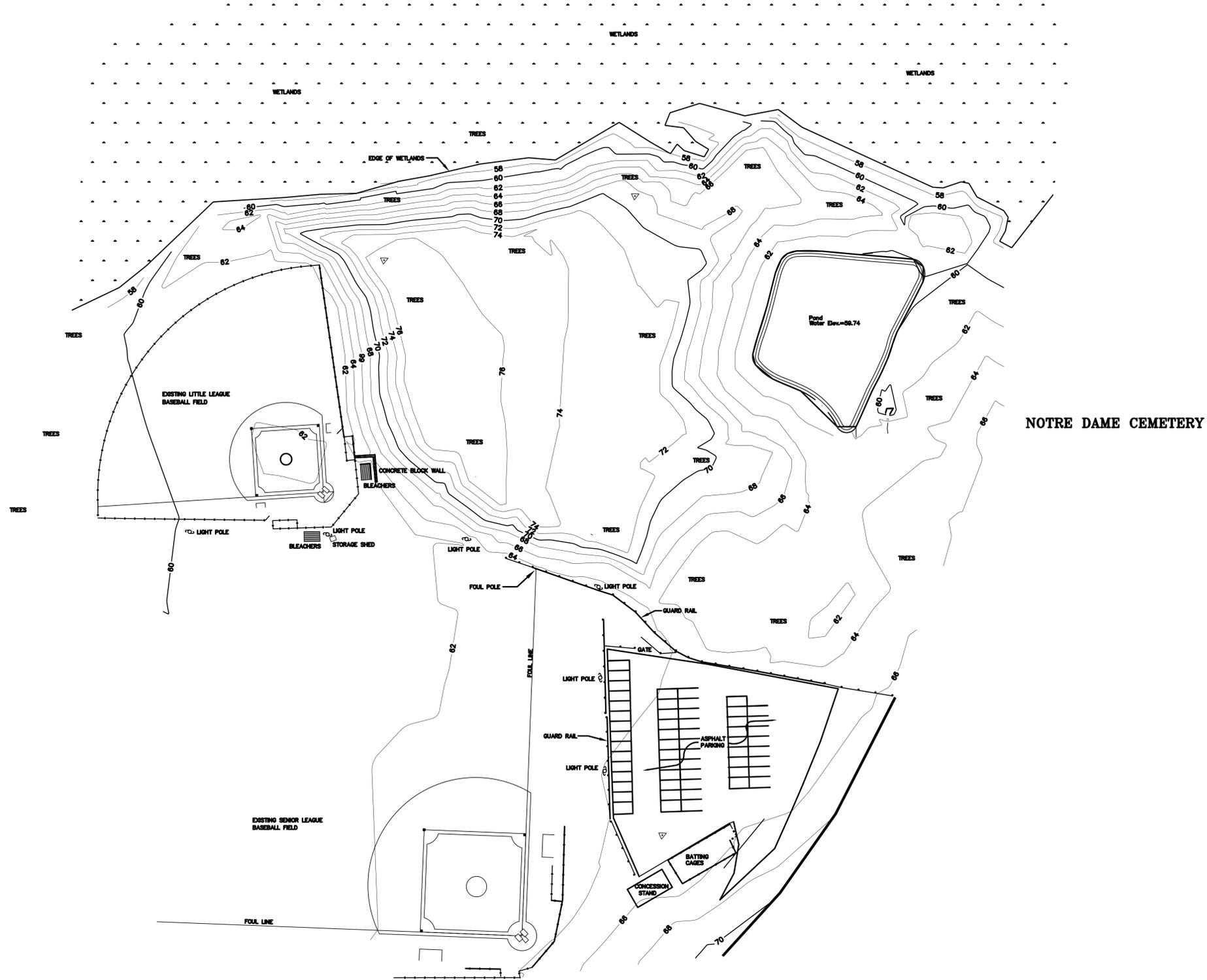
APPROVED *[Signature]*
APPROVED *[Signature]*
SUBMITTED

STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
DIVISION OF PLANNING AND DEVELOPMENT



PROJECT: SITE IMPROVEMENTS
TEN MILE RIVER STATE PARK
PAWTUCKET, RI
DWG. TITLE: SITE PLAN & DETAILS
DRAWN: CVP
CHECKED: AS SHOWN
SCALE: AS SHOWN
DATE: OCT. 1980



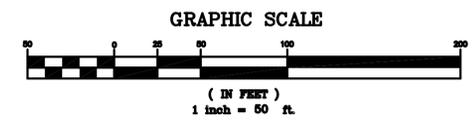


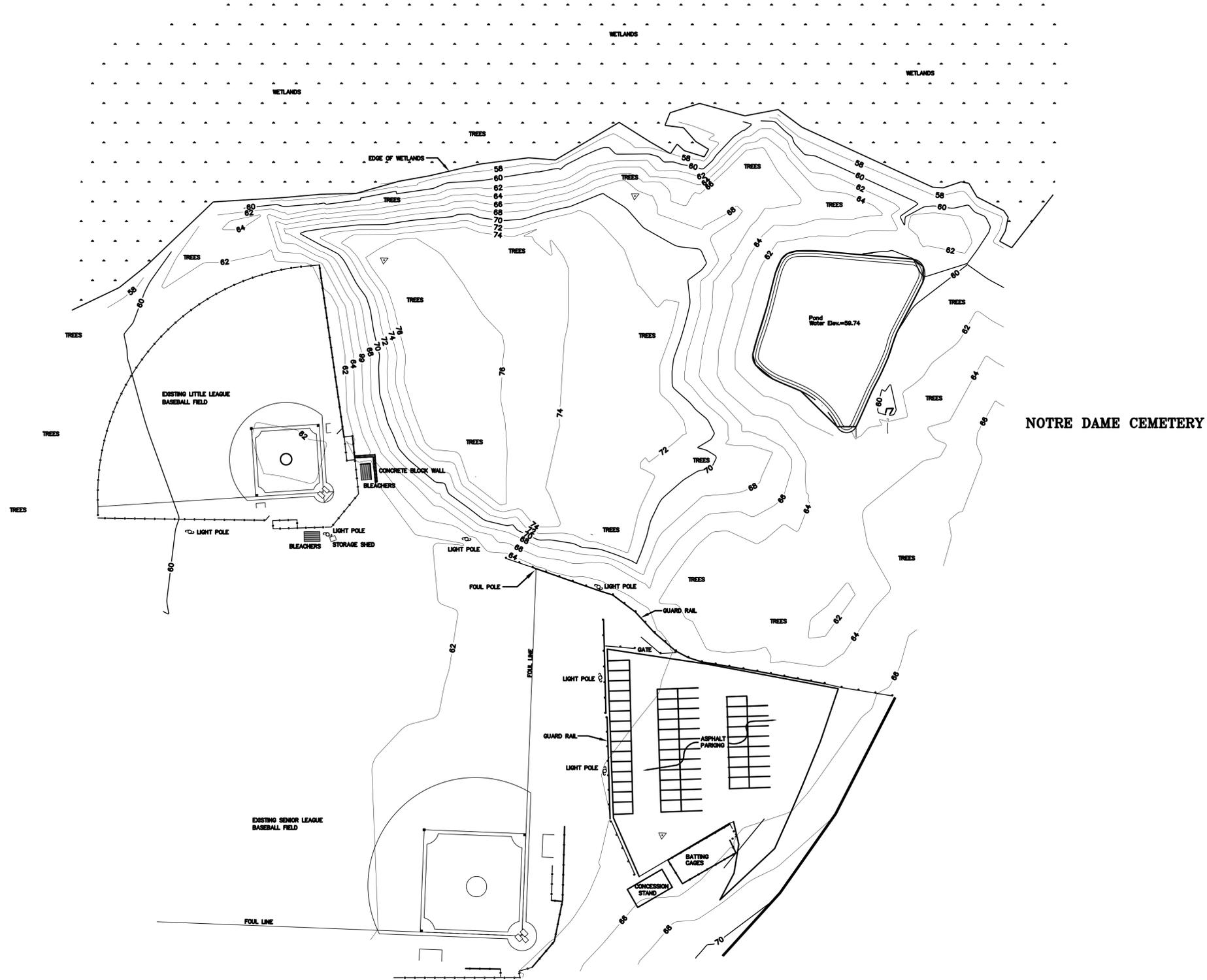
NOTRE DAME CEMETERY

PAWTUCKET, RI
SITE PLAN
DOREEN TOMLINSON FIELD
DAGGETT AVE.
 SURVEYED BY
CITY OF PAWTUCKET
ENGINEERING DEPT.
PAWTUCKET, RI
 MAY 19, 2000
 SCALE: 1"=50'

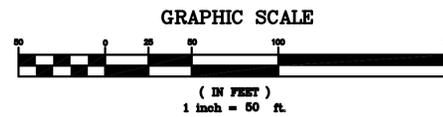


DAGGETT AVENUE





DAGGETT AVENUE



PAWTUCKET, RI
SITE PLAN
DOREEN TOMLINSON FIELD
DAGGETT AVE.
 SURVEYED BY
CITY OF PAWTUCKET
ENGINEERING DEPT.
PAWTUCKET, RI
 MAY 19, 2000
 SCALE: 1"=50'



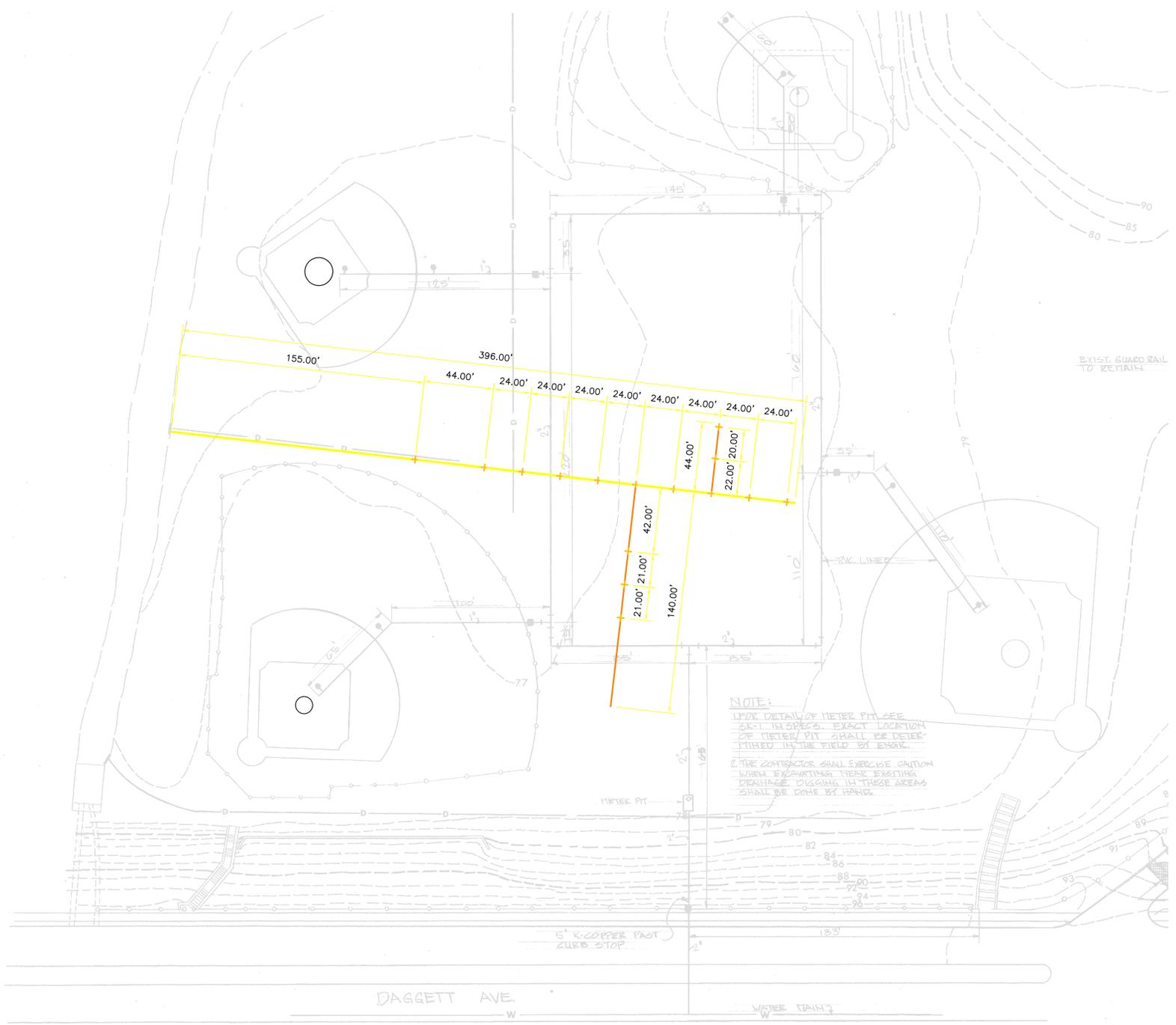
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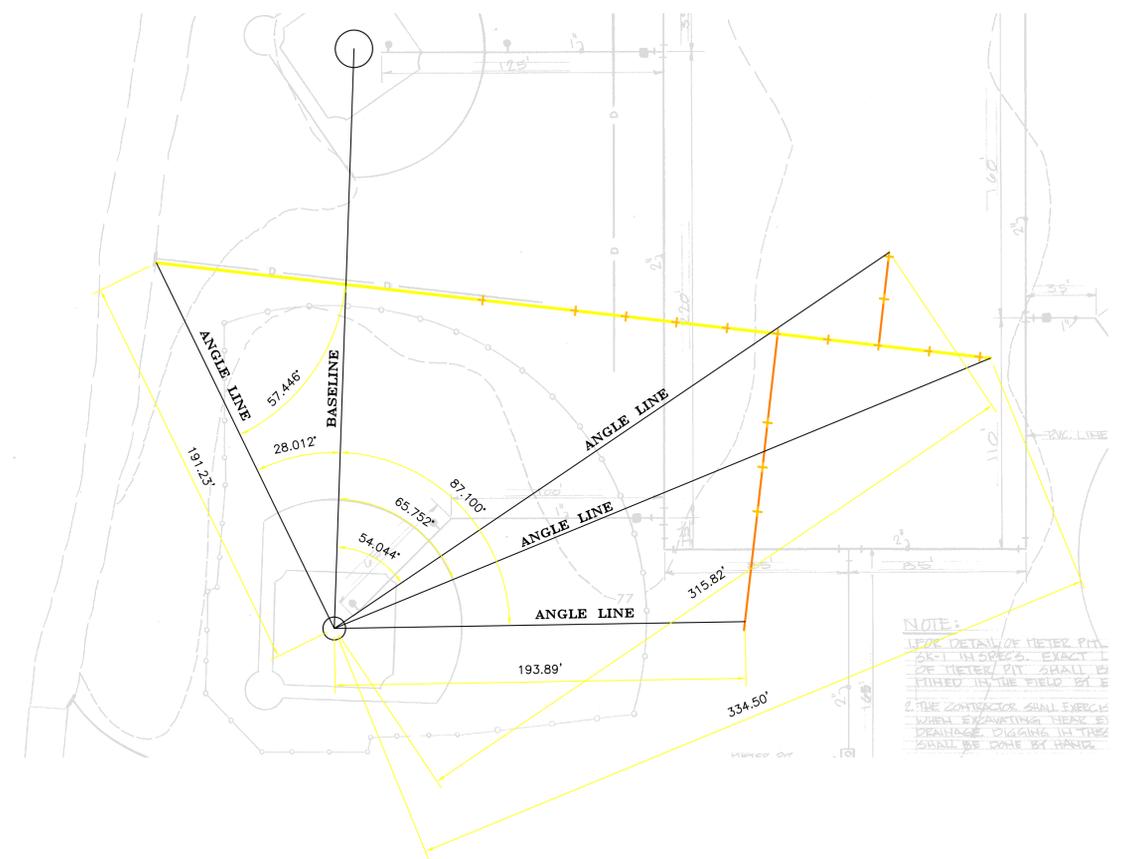
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drawing No.:



UNDERDRAIN AS-BUILT PLAN
SCALE: 1"=40'



UNDERDRAIN LOCATION PLAN
SCALE: 1"=40'

X – TECHNICAL SPECIFICATIONS

McCarthy Park – Little League Field

Scope of Work:

1. Remove irrigation lines, valves, swing joints and heads prior to removal of the grass in remediation area.
2. Contractor responsible for all surveying and lay out needed for this project. Field must be constructed to Little League dimension and regulations. Contractor also responsible for providing the City of Pawtucket with post construction plans that confirm all construction was done to specification.
3. Strip approximately 10,687 sq. ft. of existing turf from the infield, outfield and foul lines, per attached plans. There will be 1' of material removed to insure all grass, thatch and soil is fully removed. Waste materials will be transported to an offsite location.
4. All areas of excavation will be backfilled and compacted 6" below the proposed finish elevation using sand provide by the City of Pawtucket.
5. Import native infield mix on the surface of all sand areas at the depth of 4". Materials must be compacted to insure even stability throughout field.
6. Infield mix will be consistently 2" below proposed finish elevation. Contractor responsible for laser grading sub base to within ¼" of proposed elevation and slope using a fully automated laser grader. Please note: tractor mounted boxes will not be accepted for this project.
7. Install 25 ton of Dura Edge Pro (Field Saver) on the surface of existing infield. Once installed uniformly over the entire infield skin area, contractor will be required to till uniformly into top 4" using a Soil Processor. There are currently two machines that are recommended for this application, Blecavator or Rotadairon. Any other tillers will need to be inspected to be proven equal.
8. Install approximately 130 tons of new premium Dura Edge Classic infield mix and laser grade to a uniform finish. Infield will be graded using a fully automatic Laser Grader to within 1/8" of proposed finish slope and elevation.
9. Build a new pitchers mound to specifications. Hill topper mound clay will be used to achieve greater durability.
10. Entire remediation area will be laser graded to within ¼" of finish grade. This includes soil areas prior to sodding.
11. Install approximately 3,632 sq. ft. of big roll 100% Kentucky Blue Grass. Sod will be cut and installed within a 12 hr period. Rolling out sod must be done with tractor or machine made for turf applications.
12. All machinery should be qualified as low ground pressure machines. (LGP)

13. Remove old dust control and irrigation lines going to infield. Outfield grass edge adjusts or move heads for even covers of the outfield grass.
14. Design and install a new dust control from existing 1" line. System needs to be approved by City of Pawtucket prior to starting of work. Need to use Rain Bird 5004 Pc heads.
15. Reinstall irrigation swing joints and heads to new locations and elevations then test and adjust heads for even covers.
16. Upon completion of system turn over an "As Built Design" to City of Pawtucket.
17. Contractor must have performed work on a minimum of 5 baseball fields at Little League level or above, in the previous 3 years, and must provide references for same. No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding. The Owner may make such investigations as he deems necessary, and the bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.
18. Contractor must own all equipment specified above, or provide information on sub contractors for each piece.
19. Contractor to repair all damage caused by project.
 - Sandy loam to be provided by City of Pawtucket.
 - Free draining sand to be provided by City of Pawtucket
 - Native infield mix to be provided by City of Pawtucket.
 - Dura Edge products to be supplied by City.
 - Sod to be provided by Contractor
 - Contractor must transport waste materials to City compost site.

Slater Park – Little League Field

Scope of Work:

1. Remove irrigation lines, valves, swing joints and heads prior to removal of the grass in remediation area.
2. Contractor responsible for all surveying and lay out needed for this project. Field must be constructed to Little League dimension and regulations. Contractor also responsible for providing the City of Pawtucket with post construction plans that confirm all construction was done to specification.
3. Strip 6,104 sq. ft. of existing turf from the infield, outfield and foul lines, per attached plans. There will be 1' of material removed to insure all grass, thatch and soil is fully removed. Waste materials will be transported to an offsite location.
4. All areas of excavation will be backfilled and compacted 6" below the proposed finish elevation using sand provide by the City of Pawtucket.
5. Import native infield mix on the surface of all sand areas at the depth of 4". Materials must be compacted to insure even stability throughout field.
6. Infield mix will be consistently 2" below proposed finish elevation. Contractor responsible for laser grading sub base to within ¼" of proposed elevation and slope using a fully automated laser grader. Please note: tractor mounted boxes will not be accepted for this project.
7. Install 25 ton of Dura Edge Pro (Field Saver) on the surface of existing infield. Once installed uniformly over the entire infield skin area, contractor will be required to till uniformly into top 4" using a Soil Processor. There are currently two machines that are recommended for this application, Blecavator or Rotadairon. Any other tillers will need to be inspected to be proven equal.
8. Install approximately 110 tons of new premium Dura Edge Classic infield mix and laser grade to a uniform finish. Infield will be graded using a fully automatic Laser Grader to within 1/8" of proposed finish slope and elevation.
9. Build a new pitchers mound to specifications. Hill topper mound clay will be used to achieve greater durability.
10. Entire remediation area will be laser graded to within ¼" of finish grade. This includes soil areas prior to sodding.
11. Install approximately 3,104 sq. ft. of big roll 100% Kentucky Blue Grass. Sod will be cut and installed within a 12 hr period. Rolling out sod must be done with tractor or machine made for turf applications.
12. All machinery should be qualified as low ground pressure machines. (LGP)

13. Remove old dust control and irrigation lines going to infield. Outfield grass edge adjusts or move heads for even covers of the outfield grass.
14. Design and install a new dust control from existing 1" line at backstop. System needs to be approved by City of Pawtucket prior to starting of work. Need to use Rain Bird 5004 Pc heads.
15. Reinstall irrigation swing joints and heads to new locations and elevations then test and adjust heads for even covers
16. Upon completion of system turn over an "As Built Design" to City of Pawtucket.
17. Contractor must have performed work on a minimum of 5 baseball fields at Little League level or above, in the previous 3 years, and must provide references for same. No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding. The Owner may make such investigations as he deems necessary, and the bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.
18. Contractor must own all equipment specified above, or provide information on sub contractors for each piece.
19. Contractor to repair all damage caused by project
 - Sandy loam to be provided by City of Pawtucket.
 - Free draining sand to be provided by City of Pawtucket
 - Native infield mix to be provided by City of Pawtucket.
 - Dura Edge products to be supplied by City.
 - Sod to be provided by Contractor
 - Contractor must transport waste materials to City compost site.

Tomlinson Complex – Little League Field

Scope of Work:

1. Contractor responsible for all surveying and lay out needed for this project. Field must be constructed to Little League dimension and regulations. Contractor also responsible for providing the City of Pawtucket with post construction plans that confirm all construction was done to specification.
2. Strip approximately 25,517 sq. ft. of existing turf from the infield, outfield and foul lines, per attached plans. There will be 1' of material removed to insure all grass, thatch and soil is fully removed. Waste materials will be transported to an offsite location.
3. All areas of excavation will be backfilled and compacted 6" below the proposed finish elevation using sand provide by the City of Pawtucket.
4. Import native infield mix on the surface of all sand areas at the depth of 4". Materials must be compacted to insure even stability throughout field.
5. Infield mix will be consistently 2" below proposed finish elevation. Contractor responsible for laser grading sub base to within ¼" of proposed elevation and slope using a fully automated laser grader. Please note: tractor mounted boxes will not be accepted for this project.
6. Install 25 ton of Dura Edge Pro (Field Saver) on the surface of existing infield. Once installed uniformly over the entire infield skin area, contractor will be required to till uniformly into top 4" using a Soil Processor. There are currently two machines that are recommended for this application, Blecavator or Rotadairon. Any other tillers will need to be inspected to be proven equal.
7. Install approximately 630 yards of 50/50 sand-soil root zone mix to outfield and laser grade to a uniform finish. Outfield will be graded using a fully automatic Laser Grader to within 1/8" of proposed finish slope and elevation.
8. Install approximately 120 tons of new premium Dura Edge Classic infield mix and laser grade to a uniform finish. Infield will be graded using a fully automatic Laser Grader to within 1/8" of proposed finish slope and elevation.
9. Build a new pitchers mound to specifications. Hill topper mound clay will be used to achieve greater durability.
10. Entire remediation area will be laser graded to within ¼" of finish grade. This includes soil areas prior to sodding.
11.
 - a. Hydroseed approximately 22,644 sq. ft. Kentucky Blue Grass seed. Hydros seeding outfield will be first option. Parks division will direct contractor only when hydroseed can not be used. If and only if Parks directs contractor to use sod contractor shall refer to 11b.

- b. Install approximately 22,644 sq. ft. of big roll 100% Kentucky Blue Grass. Sod will be cut and installed within a 12 hr period. Rolling out sod must be done with tractor or machine made for turf applications.
12. All machinery should be qualified as low ground pressure machines. (LGP)
 13. Design and install a new irrigation system and adjust heads for even covers.
 14. Design and install a new dust control. System needs to be approved by City of Pawtucket prior to starting of work. Need to use Rain Bird 5004 Pc heads.
 15. Upon completion of system turn over an "As Built Design" to City of Pawtucket.
 16. Contractor must have performed work on a minimum of 5 baseball fields at Little League level or above, in the previous 3 years, and must provide references for same. No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding. The Owner may make such investigations as he deems necessary, and the bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.
 17. Contractor must own all equipment specified above, or provide information on sub contractors for each piece.
 18. Contractor to repair all damage caused by project.
 - Sandy loam to be provided by City of Pawtucket.
 - Free draining sand to be provided by City of Pawtucket
 - Native infield mix to be provided by City of Pawtucket.
 - Dura Edge products to be supplied by City.
 - Sod to be provided by Contractor.
 - Contractor must transport waste materials to City compost site.

IRRIGATION SYSTEM

PART 1 – GENERAL

1.01 Scope of Work

The work is to consist of the construction of an automatic irrigation system as further defined in the plans and specifications.

The contractor is to furnish all of the labor, supervision, tools, irrigation materials, and equipment to construct the system.

Unless otherwise specified, the plans and specifications are intended to include everything obviously requisite and necessary for the proper installation and completion of the work whether each necessary item is mentioned herein or not.

1.02 Description of Work

Controller to be located per owners specifications; contractor will review with owner exact locations. Owner shall furnish electrical service to which the contractor shall make his connection to the controller.

Water from the system shall be supplied from the well. The mechanical contractor will locate wells and pipe accordingly.

1.03 Conduct of the Work

The Contractor (or subcontractor) shall have demonstrated ability in the installation of sprinkler irrigation systems of this type and magnitude. All work shall be installed by skilled persons proficient in the trades required, in a neat, orderly and responsible manner with recognized standards of workmanship.

The Contractor shall coordinate his work with the other trades and in particular the owner's operation.

The Contractor shall confine his operations to the area to be improved and to the areas allotted him by the Owner for materials and equipment storage.

During the work, the Contractor shall erect proper protective devices to warn/or prevent students and maintenance personnel of and from the danger of construction activities.

1.04 Submittals

Irrigation system shown is schematic. Contractor shall submit a complete design for review. Submittal shall include ALL elements required to provide a working and adequate irrigation system.

1.05 Warranty

The Contractor agrees to replace any defective equipment and components furnished for the system, within one (1) year from the date of acceptance of the system, provided that the system is maintained and serviced in accordance with the Contractor's specifications.

The Contractor shall warrantee that the materials have been installed in accordance with manufacturers' recommendations and by accepted methods of the irrigation industry. Such installation shall be warranted for a period of one (1) year from the date of acceptance.

The warranty period shall commence when the complete system and/or any portion thereof has been put into operation and accepted by the Owner.

1.06 Owners Acceptance

Within ten (10) days of the Contractor's notice that the installation is complete and satisfactory pressure testing as per manufacturer's specifications has been completed, the Owner will inspect the installation and either give final acceptance or prepare a "punchlist" of unacceptable items which must be corrected by the Contractor. Upon correction of the "punch list" items by the Contractor, Owner shall give final acceptance and make final payment to Contractor.

1.07 As-Built Drawings

The contractor shall maintain an "As-built" drawing of the system during the duration of the installation – keeping the same current on a daily basis.

After completion of the installation, the Contractor shall furnish an "As-Built" CAD drawing and hard copy of the system to the Owner.

Drawing shall show any changes from the original plans, accurate measurements from two fixed permanent features to gate valves, valve boxes, splice boxes, pipe at road crossings, etc.

1.08 Owner's Responsibility For Maintenance

It will be the Owner's responsibility to maintain the system in working order during the warranty period, performing necessary minor maintenance, keeping grass from obstructing the sprinkler heads and preventing vandalism and damage during the athletic field's regular maintenance schedule

1.09 Service By Contractor

The Contractor shall service the system at the Owner's request during the warranty period and shall be paid for work performed which is not covered by the warranty. If requested by the Owner, the Contractor will furnish the Owner with a schedule of fees.

PART 2 – PRODUCTS

2.01 Substitution Of Materials

The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Owner at least ten (10) days prior to the date of receipt of Bids. All such requests must be made by the contractor bidding the project. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth charges in other materials, equipment, or other portion of the Work shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

If the Owner approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

All material installed in the job site shall be new and of the best quality.

The manufacturer's recommendation shall be followed for the installation of all equipment.

Representatives of manufacturers offering products meeting, or exceeding, specifications include the following:

- | | | |
|----|--|---|
| 1) | Central Irrigation Supply, Inc
valves | Hunter controllers and
Hunter sprinklers
Dura manual valves |
|----|--|---|

2.02 Piping Materials

All main line piping (pipe under continuous pressure) shall be Polyvinyl Chloride (PVC) SDR 21-Class 200 made from virgin material conforming to ASTM-D1784, Type 1, Grade 1 standards. Sizes shall be as shown on the drawings. All plastic pipe shall be new and be continuously and permanently marked with manufacturer's name, materials size and type.

All lateral pipe in athletic fields (on discharge side of automatic valves) shall be SDR-21Class 200 made from virgin material conforming to ASTM-D1784, Type 1, Grade 1 standards with solvent weld bell end couplings. Solvent welding shall be done under clean conditions by personnel experienced in such procedures using only approved cements and primers. Sizes shall be as shown on the drawings.

Pipe fittings

Galvanized steel pipe fittings shall be Schedule 40 standard galvanized malleable fittings.

PVC lateral pipe fittings on solvent weld pipe shall be Schedule 40 polyvinyl chloride, type I-II, and comply with ASTM D24666. PVC insert shall be used with poly pipe. Fitting shall be manufactured by Dura or equal.

2.03 Manual Valves

The manual isolation valve shall be of cast bronze, chrome plated brass ball, blowout-proof stem. The valve shall have stainless steel 90 degree handle and a 600 WOG rating.

The manual valve shall be NIBCO brass gate.

The quick coupling valve shall be a one piece type utilizing a single slot keyway. The QCV shall be installed in a 6 inch valve box for locating . The QCV shall be Model WGV100PL.

The system shall be drained by purging with compressed air, therefore, no drain valves need to be Installed.

2.05 Valve Boxes

Valve boxes shall be placed over all main line isolation valves and shall be adjustable telescoping type, where depth of trench dictates; otherwise top section only shall be used. Box shall be Carson VB910 or as required.

Remote control irrigation valves shall be housed in individual 12' valve boxes, Carson VB1419184 standard 18' box with snap-in cover.

The valve boxes shall be installed per manufacturer's specifications with adequate space for operation, service and removal of the equipment in the box. Six (6) inches of ½' gravel shall be placed under each valve box. Gravel shall be furnished by the contractor.

Boxes located 'out of play' shall be installed flush to grade – extensions shall be used as required.

Boxes mounted in 'play' areas shall be covered with a minimum of (6) six inches of topsoil with a four (4) inch sleeve and plug over the isolation valve.

2.06 Wire

Electrical power supply (120 VAC) shall be supplied from the location verified by owner/contractor. Wire to the controller locations shall be sized to supply no less than 105 VAC. Size of wire shall be not less than 12/2 UF – copper wire with ground – with UL listing. (by others.)

Valve control wire and common shall be single, solid copper conductor, PE jacketed, direct burial irrigation wire. Control wire shall be no smaller than #14. Common wire shall be a different color from the control for identification and shall be no smaller than #12. Each controller shall have a separate common.

All splices for power cable, and valve wiring shall be made in controller enclosures, valves boxes or a separate splice box. Field splices shall not be allowed without specific approval of Designer (such splices shall be accurately measured on the 'as built' drawing). All splices shall be sealed with Scotchloc Sealing Packs - #3570 with wire nuts or other approved epoxy style connectors or DBY and DBR.

2.07 Irrigation Controller

The controller shall be housed in a lockable, weather-resistant steel case. It shall have a minimum of 48 outputs for valve activation, plus one output for master valve/pump activation.

The controller shall have individual station timing,. The controller shall have a station time multiplier for seasonal and water budgeting adjustments. The controller shall be capable of manual, semi-automatic or fully automatic operation, with rapid advance through unused stations.

The controller shall be Rain Bird control system ESPSMT-4.

2.08 Electric Valve

The valve shall be globe pattern, normally closed and electric solenoid-actuated. The valve shall use the reverse flow principle, equally pressurizing the top and bottom of the diaphragm assembly when deactivated.

The valve body and bonnet shall be constructed of plastic. The valve shall incorporate internal bleed for manual operations. The diaphragm shall be one-piece, molded, and with a burst test strength of 2600 PSI. The valve shall incorporate a stainless steel flow control stem.

The valve shall be Hunter Model ICV series.

2.09 Sprinkler Equipment

All sprinklers shall be located as shown on the plan or as directed by the owner's representative.

The sprinkler shall be of the gear driven rotary.

The sprinkler shall be available in both full circle and adjustable part circle configurations. The adjustable part circle unit shall be infinitely adjustable from 40 to 360 degrees. Adjustment will be made from the top of the sprinkler.

The sprinkler shall be equipped with a drain check valve to prevent low head drainage and be capable of checking up to 15 feet in elevation change. The sprinkler shall have the capability, should conditions dictate, to operate when installed ½ inches below grade. The sprinkler shall have a minimum of 3½ inch pop-up stroke to bring the rotating nozzle turret into a clean environment. The sprinkler shall have a rubber cover with interchangeable nozzle identifiers to indicate nozzle in use. Sprinkler shall have a 'co-molded' rubber cover to ensure durability and safety. The sprinkler shall have an exposed surface diameter after

installation of 2 inches to ensure player safety.

The riser and nozzle turret assembly shall be encased in stainless steel. The sprinkler shall carry a five-year, over-the-counter exchange warranty, (not prorated).

The sprinkler shall be manufactured by Hunter Industries, San Marcos, California. It shall be Hunter Model I-25 for athletic fields and 1/20 ADS, Pro-Spray heads for general area.

2.10 Sprinkler Connection to Main

The sprinkler heads shall be connected to the pipe to the pipe by installing a three elbow PVC prefabricated swing joint riser. The riser shall have 1' MPT threads. The swing joint will have a square thread to prevent dirt from entering. The PVC shall be rated for 250 PSI. The swing joint shall be manufactured by DURA or equal.

2.11 PVC Cement

Cement for use on PVC fittings shall be NSF approved for type I and Type II PVC pipe and Schedule 40 fittings. Cement is to meet ASTM D-2564 and F-493 for potable water, pressure, gas conduit and drain pipes. Application temperature shall be 35 to 110 degrees Fahrenheit.

2.12 Wire splicing Kits

Wire splicing kits shall be DBY + DBR wire nuts. They shall be U.L. listed and C.S.A. certified. The wire nuts shall have water proofing compound pre-injected.

Wire nuts shall be manufactured by 3M, Electrical Products Division, St Paul, Minnesota.

Connectors shall be manufactured by 3M Corporation.

2.13 Electrical Tape

Electrical tape shall be non-corrosive, water and oil resistant and 8 mil. Thick. Tape shall be suitable for use between 32 and 176 degrees Fahrenheit. Tape shall be U.L. listed and approved.

2.14 Rain Sensor

The Rain Sensor shall shut the irrigation system off by opening the common wire to the irrigation controller. The Rain sensor shall be adjustable to the amount of rain needed before shutdown. The rain sensor shall be Irritrol Wireless rain sensors RS1000.

PART 3 – EXECUTION

3.01 Staking Out

The Contractor shall stake out all proposed piping and wiring routes, sprinkler, valve and controller locations in accordance with the locations shown on the drawing. The Owner's representative and/or designer shall approve such staking prior to the installation operation. Minor changes in location shall be made at this time. Stakes shall be furnished by the Contractor.

Installed equipment shall be adequately staked and flagged with colored surveying tape so as to properly alert other trades (particularly the finish grade and seeding contractor) of these locations.

3.02 Excavating, Pipe and Wire Laying And Backfilling

The Contractor shall do all excavating, vibratory plowing and backfilling required for the proper installation of the work.

Pipe shall be installed strictly in accordance with the recommendations of the manufacturer, including bedding of pipe in bottom trench and securely thrusting any fittings to change direction of the pipe. Thrust blocks shall be poured so as to not interfere with any pipe joint or connection. Concrete for thrust blocks shall be furnished by the Contractor.

Minimum depth of cover over pipe and wire shall be as follows:

- a. Main line piping – minimum 24'
- b. Zone piping (downstream of automatic control valves) – 18" for athletic fields, 12" for general area.
- c. Wire in main line pipe trench shall be at the depth of the pipe.
- d. Wire in separate trench from pipe:
 - 24-volt wire – 18"
- e. Wire under roads and through culverts shall be installed in 1 ½' conduit.

Conduit shall extend five feet beyond road or culvert and shall be plugged with duct tape or approved equal.

Wire shall be installed in the same trench as the pipe wherever possible. All wire shall be installed with at least 1% slack, 36" expansion loop at each 45 degree or 90 degree turn in the trench and have an 18' expansion loop at each automatic valve. Wire may be laid with a vibratory plow but never pulled.

When wire runs do not follow pipe trenches, lay them in a straight line, which will be carefully located on the As-Built Plan. If a change of direction is required on these runs, they are to be made at an angle between two straight runs, and not as a sweeping curve. A splice box is to be installed at the angle point with sufficient wire slack to allow wires to be raised at least 24' above grade.

Backfill material shall be free from rock, large stones, or other unsuitable substances to prevent damage to pipe and wire during backfilling operations.

Excess material shall be removed to a readily accessible location on site, as designated by

the owner's representative.

Backfilling will be done by hand, so as to place it under, around and above the pipe in stages so that it is hand tampered in layers to a point 6' above the pipe. Special care should be taken to insure that this layer is completely free of stones and other deleterious matter. The remainder of the trench may be machine backfilled with available soil. Machine placed backfill shall be compacted to original density by machine tamping, rolling or puddling to prevent settlement in the trench.

Throughout the entire work period, it shall be the responsibility of the Contractor to refill any trenches that may have settled due to incomplete compaction or washed out by natural rainfall or run-off.

Trenches shall be compacted and left flush with present grade and hand raked clean of stone with a fine rake. This shall not be necessarily construed as a final seedbed.

3.03 Testing

All main lines having continuously applied pressure shall be tested at maximum system pressure for a period of 24 hours. During this time visual inspection shall be made for leaks. Any leaks shall be fixed and the lines re-tested until satisfactory. All zone lines, downstream of control valves, shall be tested under working conditions and visual inspection made for leaks.

3.04 Sprinkler Installation

Sprinklers shall be set to grade as shown in detailed drawings or otherwise directed by the Owner's representative. Those sprinklers or quick coupling valves set to grade shall be plum and to grade for a distance of four (4) feet from the sprinkler in all directions – sprinklers shall not be in pockets or on a mound.

The sprinkler head shall be connected to the lateral lines by installing a swing joint for athletic fields.

Adjustment of the sprinkler heads and automatic equipment will be done by the Contractor upon completion of installation, to provide optimum performance.

3.05 Controller Installation

Ground rods shall be 5/8" by 10' U.L. listed, copper clad steel. Connector of ground wire to rod with Cadwell connectors.

Ground rod box shall be Carson VB70894 with cover.

The controller shall be connected to an individual grounding network. Grounding should achieve a ground reading of 15 ohms or less.

Irrigation Product List

1. Hunter I-25 plastic riser
2. Rain Bird 5004 plus pl
3. Rain Bird 1" 100 JTV Jar Top valve
4. Rain Bird control system ESPSMT-4
5. Irritrol Wireless rain sensors RS1000