CITY OF PAWTUCKET

REQUEST FOR PROPOSALS

13-043
2013-2014 CITY WIDE TREE REMOVAL AND TRIMMING CONTRACT

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1.0 - Bid/Solicitation Information

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Pre-Bid/Proposal Conference: **X** No ☐ Yes

Requests for Further Information:
August 15, 2013 at 10:00 AM

Requests for information or clarification must be made electronically to the attention of:
Andrew Silvia – Chief of Project Development
E-mail: asilvia@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:
August 22, 2013 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.

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 City of Pawtucket Public Works Center is seeking bids for the removal and grinding of tree stumps, trimming of branches, and incidental site preparation and restoration activities including legal disposal of tree material.

4.0 - Scope of Work

The 2013-2014 CITY-WIDE TREE REMOVAL AND TRIMMING CONTRACT to be awarded pursuant to this Request for Proposals shall include, but not be limited to, the following classifications of work:

- Removal of trees, various sizes
- Stump grinding and removal, various sizes
- Branch trimming
- Legal disposal of all material trimmed, ground, or otherwise removed by vendor
- Incidental site preparation and restoration activities including:
    - Provision of temporary erosion controls
    - Clearing and grubbing
    - Backfill and compaction of voids created by stump removal, as follows:
        - Material used to fill voids at depths greater than 4" beneath existing grade shall be Gravel Borrow as specified in Section M.01 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction ("Blue Book"), latest edition. Material shall be placed in accordance with Subsection 202.02.3 of the Blue Book, latest edition.
        - Material used to fill voids at depths within 4" of existing grade shall be Loam.
    - Permanent surface restoration (i.e. placement of seed and lime at finished grade surface.)

All material types and methods of execution shall be as specified in Appendix C, unless otherwise noted above. The vendor(s) selected shall be responsible for providing all materials, equipment, manpower, tools and incidentals necessary to fulfill the requirements of this contract to the satisfaction of the Owner.

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 Insured 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 12.0 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.

Evaluation Criteria	Importance
Experience/Qualifications	30%
References	20%
Price	50%

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

13-043 – 2013-2014 CITY WIDE TREE REMOVAL AND TRIMMING CONTRACT – Public Works Center

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

13-043

Unit prices are to be complete prices to be added or deducted on the basis of quantities of work involved, for each item in place in the unit indicated. Total base bid shall be equal to the sum of unit bid amounts for Items 1 through 16. Having examined RFP # 13-043, we propose to enter into a contract to perform services per the bid specifications for the costs listed below:

NOTE: THE UNIT PRICE FOR EACH ITEM SHALL BE WRITTEN IN WORDS AND FIGURES.

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT OF MEASURE	UNIT BID PRICE (Dol. & Cents)	UNIT BID AMOUNT (Dol. & Cents)
1.	A CREW CONSISTING OF 3 MEN WITH 1 BUCKET TRUCK, 1 CHIP TRUCK, AND 1 CHIPPER	1	HR	_____	_____
	At _____ Per Hour				
2.	OVERTIME FOR A CREW CONSISTING OF 3MEN WITH 1 BUCKET TRUCK, 1 CHIP TRUCK, AND 1 CHIPPER	1	HR	_____	_____
	At _____Per Hour				
3.	TREE CLIMBER	1	HR	_____	_____
	At _____ Per Hour				
4.	OVERTIME FOR TREE CLIMBER	1	HR	_____	_____
	At_____Per Hour				
5.	LOG TRUCK WITH OPERATOR	1	HR	_____	_____
	At _____ Per Hour				

6.	**OVERTIME FOR LOG TRUCK WITH OPERATOR**	**1**	**HR**	_____	_____

At _____ Per Hour

7.	**FLAGGER**	**1**	**HR**	_____	_____

At _____ Per Hour

8.	**OVERTIME FOR FLAGGER**	**1**	**HR**	_____	_____

At _____ Per Hour

9.	**SPRAY RIG**	**1**	**HR**	_____	_____

At _____ Per Hour

10.	**CRANE, SUITABLE FOR TREE WORK, MIN. 25 TON CAPACITY WITH 100 FEET OF BOOM**	**1**	**HR**	_____	_____

At _____ Per Hour

11.	**STUMP GRINDING W/ BACKFILL AND SURFACE RESTORATION & SEEDING 6”-12” Caliper**	**25**	**EA**	_____	_____

At _____ Per Each

12.	**STUMP GRINDING W/ BACKFILL AND SURFACE RESTORATION & SEEDING 13”-24” Caliper**	**25**	**EA**	_____	_____

At _____ Per Each

13.	**STUMP GRINDING W/ BACKFILL AND SURFACE RESTORATION & SEEDING 25” and greater Caliper**	**10**	**EA**	_____	_____

At _____ Per Each

14. **STUMP REMOVAL**
W/ BACKFILL AND SURFACE
RESTORATION & SEEDING
6”-12” Caliper **25** **EA** _____ _____

At _____ Per Each

15. **STUMP REMOVAL**
W/ BACKFILL AND SURFACE
RESTORATION & SEEDING
13”-24” Caliper **25** **EA** _____ _____

At _____ Per Each

16. **STUMP REMOVAL**
W/ BACKFILL AND SURFACE
RESTORATION & SEEDING
25” and greater Caliper **10** **EA** _____ _____

At _____ Per Each

The Base Bid (sum of all unit bid amounts provided above) for the
2013-2014 CITY WIDE TREE REMOVAL AND TRIMMING CONTRACT:

$ | | | , | | | , | | | . | |

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 14.1of 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.

BID SPECIFICATIONS

SECTION L.02

SEEDING

L.02.01 DESCRIPTION. This work consists of the preparation of the seed bed, furnishing and placing materials, and the establishing of grassed areas as shown on the Plans, in accordance with these Specifications or as directed by the Owner. Work shall consist of the following six types:

Type 1. Plantable Soil areas, either flats, to be seeded with a Park Seed Mix or slopes, to be seeded with a Slope Seed Mix;

Type 2. Loamed areas adjacent to lawns or sidewalks, seeded with a Residential Seed Mix;

Type 3. Temporary seeding using a Temporary Seed Mix on sloped and flat areas of embankments or excavation sites, to provide temporary vegetative cover for erodible soils;

Type 4. Plantable Soil areas, either flats or slopes, seeded with a Native Seed Mix;
Type 5. Wetland Areas and High Organic Soil, seeded with a Wetland Seed Mix;

Type 6. **(OMIT)**

Slope areas shall be defined as being 3:1 or greater.

L.02.02 MATERIALS. Lime, fertilizer, mulch, water and seed mixtures shall conform to the applicable requirements of **SECTION M.18; LANDSCAPING MATERIALS**.

L.02.03 CONSTRUCTION METHODS.

L.02.03.1 Seeding Dates. Full advantage shall be taken of time and weather conditions best suited for seeding. The normal dates for seeding shall be as follows:

Type 1, Type 2, and Type 4 dates shall be:

Spring Seeding:	April 1 to May 31.
Fall Seeding:	August 15 to October 15.

Type 3 seeding may be done at any time between March 15 and November 15 with approval of the Owner. Type 3 seeding shall not be permitted on frozen ground.

Type 5 seeding dates shall be as follows:

Spring Seeding:	May 1 to June 15
Fall Seeding:	August 15 to September 30

Seeding at other than the above time will be allowed only with the written permission of the Owner. The Owner may suspend work when he/she determines that soil or weather conditions are unsuitable for raking and/or seeding. The Contractor may resume work when directed by the Owner.

The Contractor shall notify the Owner at least 48 hours in advance of the time intended for commencement of seeding. No payment will be made for work performed when the Owner is not present. In cases where there is existing or new plant material, care shall be taken to insure that no lime, fertilizer, mulch and/or seed mix comes in contact with the plant material or their mulched areas.

L.02.03.2 Preparation of Areas for Seeding.

a. Type 1 (General Highway Seeding). Type 1 areas shall be raked, either by hand or mechanically (i.e. power rake), so as to produce a loose, friable seed bed. Slopes 3:1 and greater shall be tracked with a dozer. The resulting track imprints shall be perpendicular to the flow of water.

All sticks, litter, wire, weeds, cable, cobbles or stones larger than 1 inch in any dimension shall be removed and legally disposed of.

Where the seed bed has become compacted, it shall be scarified to a depth of 5 inches prior to raking. No seeding of this type will be permitted on areas where the seed bed has not been properly prepared or where the soil is compacted.

b. Type 2 (Residential Seeding). Type 2 areas shall be hand raked to a finished grade. All sticks, litter, wire, weeds, cable, cobbles and stones larger than ½-inch in any dimension shall be removed and legally disposed of. After hand raking, and at the discretion of the Owner, the Contractor shall roll, with a hand roller, the entire area. The finish grade of the proposed area shall blend into the adjacent lawns (when applicable).

Where the seed bed has become compacted, it shall be scarified to a depth of 5 inches prior to fine raking. No seeding of this type will be permitted on areas where the seed bed has not been properly prepared or where the soil is compacted.

c. Type 3 (Temporary Seeding). Type 3 areas to be seeded shall be free of depressions and unprotected channels where runoff may cause erosion.

d. Type 4 (Native Grass Seeding). Type 4 areas shall be prepared in accordance with Para. a, above.

e. Type 5 (Wetland Seeding). Type 5 areas shall not be raked. All sticks, litter, wire, weeds, cable, cobbles or stones larger than 4 inches in any dimension shall be removed and legally disposed of without disturbing the finish grade.

L.02.03.3 Application of Lime. Lime (ground or pelletized) shall be applied dry and spread evenly over the entire surface to be seeded. Unless otherwise specified, the application rate shall be 1 ton per acre. Raking shall be completed after the fertilizer has been applied. NO LIME WILL BE APPLIED ON TYPE 3, TYPE 4, AND TYPE 5 AREAS.

L.02.03.4 Application of Fertilizer. (OMIT)

L.02.03.5 Sowing of Seed. After the seed beds have been prepared as outlined in **Subsections L.02.03.2** through **L.02.03.4,** above, grass seed conforming to the respective formula specified in **Subsection M.18.10; Seed Mixtures**, shall be applied according to the specified rates. Application of fertilizer, grass seed, and cellulose fiber mulch for Type 1, Type 2, Type 3, Type 4, Type 5, and Type 6 may be accomplished in one operation by the use of a hydroseeder.

> **a. Type 1 (General Highway Seeding).** Type 1 areas shall be seeded with Park Mix on flats and with Slope Seed Mix on slopes. Both mechanical and hydroseeding methods may be used.
>
> **b. Type 2 (Residential Seeding).** Type 2 areas shall be seeded with a Residential Seed Mix. Additional hand raking and rolling with a light roller shall be employed in lieu of mulch. Such areas will not be accepted until a generally weed-free, 3-inch stand of grass is established.
>
> **c. Type 3 (Temporary Seeding).** Type 3 areas shall be seeded with a Temporary Seed Mix on flats and slopes. Both mechanical and hydroseeding methods may be used.
>
> **d. Type 4 (Native Grass Seeding).** Type 4 areas shall be seeded with a Native Seed Mix. Both mechanical and hydroseeding methods may be used.
>
> **e. Type 5 (Wetland Seeding).** Type 5 areas shall be seeded with a Wetland Seed Mix. In areas where there is access for a hydroseeder, the Wetland Seed Mix shall be spread using this method only. In areas where there is no access for a hydroseeder, the wetland seed mix shall be spread by a hand held spreader.

If a slit seeder is used, seed disbursement shall be 3 inches on center and 1/4-inch deep. Two passes, the second perpendicular to the first shall be made. Small seeds shall be seeded separately from larger seed.

If a drop or broadcast seeding method is used, large seed shall be spread separately from small seeds. Each seed type (large or small) disbursement shall be applied in two passes, the second perpendicular to the first. The area shall be hand raked to provide a soil coverage of a 1/4-inch.

L.02.03.6 Mulching. (OMIT)

L.02.03.7 Care During Construction. Any areas which fail to show a uniform growth of grass for any reason whatsoever shall be reseeded until the areas are covered with a satisfactory growth of grass as approved by the Owner.

The seed, fertilizer, etc. used in the reseeding operations shall be at the same application rates and during appropriate seeding dates as those previously specified unless otherwise directed by the Owner.

> **a. Watering**. The Contractor shall water all Type 1, Type 2, and Type 4 seeded areas within 72 hours of the seeding operation. One additional watering may be required and such will be at the discretion of the Owner.

Water shall be applied at a controlled rate and in such a manner to insure the water reaches the root zone. Watering operations shall not flood adjacent areas, erode soil or cause any damage to the seeded areas.

b. Mowing. **(OMIT)**

c. Failure to Perform Care During Construction. If the Owner decides that the Care During Construction tasks as specified in the Contract have not been performed, the daily charge set forth in Special Provision Code L.02.1000 will be deducted from monies due the Contractor as a charge for failure to comply with this Specification. The daily charge will continue each consecutive calendar day until the deficiencies have been corrected to the satisfaction of the Owner.

L.02.04 METHOD OF MEASUREMENT. "Seeding" will be measured by the number of square yards actually seeded in accordance with the Plans, and/or as directed by the Engineer.

L.02.05 BASIS OF PAYMENT. The accepted quantity of "Seeding" will be paid for at the contract unit price per square yard as listed in the Proposal. The price so-stated constitutes full and complete compensation for preparation of seed beds, for furnishing and applying all lime, fertilizer, mulch, seed, raking, mowing, watering, and care during construction of the seeded areas, for all labor, materials and equipment, and for all incidentals required to finish the work, complete and accepted by the Owner.

Payment for all types shall be made as follows:

Eighty-five percent of the total contract price will be paid at the time of initial seeding. The remainder, 15 percent, will be paid when the newly seeded areas have been accepted.

If seeding is done at a time other than the specified seeding date, the entire payment for seeding will be withheld until a uniform acceptable stand of turf, as determined by the Owner, has been obtained.

SECTION L.08

TREE AND SHRUB TRIMMING

L.08.01 DESCRIPTION.

L.08.01.1 Tree and Shrub Trimming. This work consists of removing and disposing of all dead wood, stubs, broken or damaged branches and stems, undesirable branches and stems from existing trees and shrubs as indicated on the Plans, in accordance with these Specifications or as directed by the Owner.

L.08.01.2 Tree Trimming for Utilities. This work consists of removing and disposing of all dead wood, stubs, broken or damaged branches and stems, undesirable branches and stems from existing trees for the sole purpose of utility relocation as indicated on the Plans and/or as directed by the Owner, all in accordance with these Specifications.

L.08.02 MATERIALS. All materials shall conform to the applicable requirements of **SECTION M.18; LANDSCAPING MATERIALS.**

L.08.03 CONSTRUCTION METHODS. All tree and shrub trimming and the trimming for utilities shall be performed in accordance with currently accepted horticultural practice. All trimming shall be performed by or under the direct supervision of a Rhode Island Licensed Arborist.

This work consists of removing and disposing of all dead wood, stubs, broken or damaged branches and stems, undesirable branches and stems from existing trees and shrubs as shown on the Plans and/or as directed by the Engineer. Any and all branches interfering with or hindering the healthy growth of the tree or shrubs shall be removed and disposed of. Any branches which may be partially dead, yet has a healthy lateral branch at least one-third the diameter of the parent branch shall be removed only beyond the healthy branch. All branches interfering with overhead clearance of vehicles or with lines of sight shall be removed as directed.

All cuts shall be made parallel to and as close to the branch or stem collar as possible. All cuts shall be made in a manner which prevents damage to the bark. Pruning shall not deform nor destroy the typical shape or symmetry of the tree or shrub. All cuts shall be made with disinfected, sharp tools which shall be approved by the Owner.

Tree paint shall not be used on any cuts. The use of climbing irons or other equipment injurious to trees shall not be permitted.

L.08.04 METHOD OF MEASUREMENT.

L.08.04.1 Tree and Shrub Trimming. "Tree and Shrub Trimming" will be measured by the number of manhours actually employed in trimming in accordance with the Plans and/or as directed by the Owner.

L.08.04.2 Tree Trimming for Utilities. "Tree Trimming for Utilities" will be measured by the number of crew-hours actually employed in trimming in accordance with the Plans and/or as directed by the Owner.

L.08.05 BASIS OF PAYMENT.

L.08.05.1 Tree and Shrub Trimming. The accepted quantity of "Tree and Shrub Trimming" will be paid for at the contract unit price per man hour as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials and equipment and for all incidentals required to finish the work, complete and accepted by the Owner.

L.08.05.2 Tree Trimming for Utilities. The accepted quantity of "Tree Trimming for Utilities" will be paid for at the contract unit price per crew-hour as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials and equipment and for all incidentals required to finish the work, complete and accepted by the Owner.

SECTION M.18

LANDSCAPING MATERIALS

M.18.01 LOAM. The material to be furnished shall consist of screened loose, friable, fine sandy loam or sandy loam, as defined by the USDA's Soil Conservation Service in the Soil Survey Manual issued in 1993, free of subsoil, refuse, stumps, roots, rocks, cobbles, stones, brush, noxious weeds, litter and other materials which are larger than ½-inch in any dimension and which will prevent the formation of a suitable seed bed. Organic matter shall constitute not less than 5 percent nor more than 20 percent of the loam as determined by loss-on-ignition of oven dried samples that have been drawn by the Engineer, unless otherwise specified or directed. The loam shall have an acidity range of 5.5 pH to 7.6 pH. The Contractor shall notify the Department of the intended source of loam to be employed at least two weeks prior to the intended time of use to allow time for sampling.

Loam shall conform to all applicable specification requirements prior to its final placement on the project. The practice of culling deleterious or out of specification material after placement and/or grading in-place will not be allowed.

M.18.02 PLANTABLE SOIL. The material to be furnished shall consist of loose, friable topsoil free of refuse, brush, stumps, roots, rocks, cobbles, stones, noxious weeds, litter, and other materials which are longer than 1 inch in any dimension and which will prevent the formation of a suitable seed bed. Organic matter shall constitute not less than 4 percent nor more than 20 percent of the plantable soil as determined by loss-on-ignition of oven dried samples that have been drawn by the Owner, unless otherwise specified or directed. The plantable soil shall have an acidity range of approximately 5.5 pH to 7.5 pH.

The composition of plantable soil can also be arrived at by thoroughly mixing a suitable organic soil with a suitable subsoil. The resulting mix shall be a homogeneous material free from hard lumps, other materials specified above and be capable of supporting plant growth. This soil mixture must meet the above specified requirements for organic matter content and pH. The Contractor shall notify the Department of the intended source of plantable soil to be employed at least two weeks prior to the intended time of use to allow for sampling.

Plantable Soil shall conform to all applicable specification requirements prior to its final placement on the project. The practice of culling deleterious or out of specification material after placement and/or grading in-place will not be allowed.

M.18.03 COMPOST. **(OMIT)**

M.18.04 HIGH ORGANIC SOIL. **(OMIT)**

M.18.05 LIME.

M.18.05.1 Ground Lime. Ground lime for all roadside horticultural purposes shall consist of a standard commercial product of ground dolomitic limestone intended for agricultural use. It shall be fine ground dolomite such that, when "burned" by standard lime producing methods, it shall yield at least 30 percent calcium oxide and 5 percent to 20 percent magnesium oxide for a total of 50 percent yielded from calcium and magnesium oxide. At least 40 percent but not more than

60 percent should pass through a 100-mesh screen, and all shall be able to pass a 20-mesh screen.

M.18.05.2 Pelletized Lime. Pelletized lime for all roadside horticultural purposes shall consist of a standard commercial product of pelletized dolomitic limestone. The minimum calcium carbonate ($CaCO_3$) derived from magnesium sources shall be 48 percent. Prior to pelletizing, 100 percent by weight shall pass through an 8-mesh screen, 90 percent through a 20-mesh screen, 65 percent through a 60-mesh screen and 50 percent through a 100- mesh screen.

M.18.06. FERTILIZER. (OMIT)
M.18.07 BONE MEAL. (OMIT)
M.18.08 MULCH. (OMIT)
M.18.09 SEED STABILIZER MATERIALS. (OMIT)

M.18.10 SEED MIXTURES.

M.18.10.1 General. All legume seed shall be inoculated within 24 hours before mixing and planting with the appropriate inoculum for each variety. All inocula shall be fresh and shall be used within the date limit prescribed by the manufacturer. Three times the normal amount of inoculant shall be required when the seed is to be treated in an approved hydroseeder.

All seed delivered to the job shall be in containers labeled in accordance with provisions of the Rhode Island Seed Act of 1956 (Volume 8, Title 2, Chapter 6) and its amendments as provided for agricultural seed offered for sale. Only the current year's seed shall be accepted.

M.18.10.2 Park Mix.

	Percent by Weight	Percent by Volume (Pure Live Seed)
Creeping Red Fescue Improved varieties	70	78
Kentucky Bluegrass Improved varieties	15	68
Perennial Ryegrass Improved varieties	15	85

Seeding rate: 150 lbs. per acre

M.18.10.3 Slope Mix.

	Percent by Weight	Percent by Volume (Pure Live Seed)
Creeping Red Fescue Improved varieties	60	85
Perennial Ryegrass Improved varieties	15	90
Birdsfoot trefoil (Lotus corniculata)	15	78*

Seeding rate: 150 lbs. per acre

* Includes up to 20% hardseed.

M.18.10.4 Residential Seed Mix.

	Percent by Weight	Percent by Volume (Pure Live Seed)
Chewings Fescue Improved varieties	30	85
Kentucky Bluegrass Improved varieties	30	90
Perennial Ryegrass Improved varieties	40	90

Seeding rate: 150 lbs. per acre

M.18.10.5 Temporary Seed Mix.

	Percent by Weight	Percent by Volume (Pure Live Seed)
Annual Ryegrass	40	85
Perennial Ryegrass	60	90

Seeding Rate: 75 lbs. per acre

M.18.10.6 Native Seed Mix.

	Percent by Weight	Percent by Volume (Pure Live Seed)
Switch Grass/(Panicum virgatum)	20	75
Little Blue Stem/ (Andropogon Scoparius)	25	75
Perennial Ryegrass	25	90
Hard Fescue	30	

Seeding Rate: 60 lbs. per acre

M.18.10.7 Wetlands Mix. (OMIT)
M.18.10.8 Wildflower Seed Mix. (OMIT)
M.18.11 SOD.(OMIT)
M.18.11.1 Wooden Pegs. (OMIT)

M.18.12 PLANT MATERIALS. (OMIT)
M.18.13 PLANTING INCIDENTALS. (OMIT)
M.18.14 HERBICIDES. (OMIT)

M.18.15 PLANT PROTECTION DEVICES.
M.18.15.1 General. All materials become the property of the Contractor after removal.

M.18.15.2 Tree Protection. Wood framing shall consist of nominal lumber 6 feet in length, the width and thickness shall vary from 2" x 2" to 2" x 6", depending on trunk diameter or as directed by the Engineer. Binding material shall consist of a single strand 9-gauge wire.

M.18.15.3 Shrub and Drip-Line Protection. Fencing shall consist of standard snow fencing. The Contractor shall utilize steel poles a minimum of 6 feet in length to stabilize and support the fencing.

M.18.16 WATER FOR LANDSCAPE USE. (OMIT)
M.18.17 PAVERS. (OMIT)
M.18.18 LANDSCAPE FILTER FABRIC. (OMIT)
M.18.19 STONE FINE SETTING BED AND JOINTING MATERIAL. (OMIT)

SECTION 201

SITE PREPARATION

201.01 DESCRIPTION. This work consists of the performance of actions that are required to clear and prepare the site for subsequent construction operations. These actions all have a common characteristic; they involve the removal and legal disposal of designated vegetative materials. These actions include, but are not limited to, the following: clearing and grubbing; cutting and complete removal of isolated trees and stumps; all such materials, objects and facilities shall be removed and legally disposed of.

The Contractor shall be compensated for clearing and preparing the site for construction operations through individual Proposal items; one such item for each removal and disposal action.

The following Subsections contain descriptions of some of the most common removal and disposal actions.

201.01.1 Clearing and Grubbing. This work consists of cutting, removing from the ground, and disposing trees, stumps, brush, shrubs, hedges, roots and other vegetation which occur within the right-of-way and interfere with excavation, embankment, fencing, clear vision, or are otherwise considered objectionable. This work also includes the preservation from injury or defacement of all vegetation and objects outside clearing limits.

201.01.2 Cutting and Removing Isolated Trees and Stumps. This work consists of cutting and removing designated isolated trees and stumps in excess of 4 inches in diameter (measured at 4 inches above existing ground) which are located within the general area of construction work but which are not located within the areas specified for Clearing and Grubbing.

201.01.3 Partial Removal of Isolated Tree Stumps. **(OMIT)**
201.01.4 Metal Frames, Covers or Grates. **(OMIT)**
201.01.5 Culverts, Drainage and Utility Structures. (OMIT)
201.01.6 Pipe. (OMIT)
201.01.7 Pavement, Sidewalks, and Curbing. (OMIT)
201.01.8 Asbestos Cement Pipe. (OMIT)
201.01.9 Underground/Above-ground Storage Tanks. (OMIT)
201.01.10 Fences, Railings, and Guardrail. (OMIT)

201.01.11 Miscellaneous Objects. This work consists of removing miscellaneous objects such as mail boxes and posts, road signs, private signs, highway bounds and any other objects not covered by any preceding Subsection, specifically indicated on the Plans to be removed or required to be removed for the construction of the new work.

201.01.12 Demolition of Buildings. **(OMIT)**

201.02 MATERIALS. **(OMIT)**

201.03 CONSTRUCTION METHODS. The Contract Documents will provide all necessary information relating to right-of-way and constructions lines, and will designate all trees, shrubs,

plants and other objects and facilities to remain within the project limits. The Contractor shall preserve everything designated to remain.

201.03.1 Clearing and Grubbing. All trees, stumps, brush, shrubs, hedges and roots, not designated to remain, but within the fill lines of embankments and less than 3 feet in height to subgrade, shall be cleared and grubbed. When authorized, or when the height of embankment to subgrade exceeds 3 feet, the Contractor may leave stumps provided they do not extend more than 6 inches above the original ground or low water level.

After clearing, and by the end of each day's grubbing operation, the Contractor shall install erosion control measures that are indicated on the Plans or as directed by the Engineer. Such erosion control measures shall be installed in strict accordance with the Rhode Island Erosion and Sediment Control Handbook, latest edition.

The Engineer may permit sound stumps to be cut off not more than 6 inches above the ground and to be left outside of the construction limits of cut and embankment areas, except in the area to be rounded at the top of back slopes where stumps are to be cut off flush with or below the surface of the final slope line.

Except in areas to be excavated, stump holes and other holes from which obstructions are removed, shall be backfilled with material acceptable to the Engineer and compacted in accordance with Subsection 202.03.3; Compaction - General, of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.

a. Disposal of Perishable Materials. No burning of trees, brush, shrubs, or perishable material will be allowed on any construction project site. The Contractor will not be allowed to haul trees, brush, shrubs or perishable material from the project for the purpose of burning. The Contractor must dispose of the trees, brush, shrubs, or other perishable material by any of the following methods:

1. The Contractor may sell or salvage all merchantable timber in the Clearing and Grubbing area which has not been removed from the right-of-way prior to the beginning of construction.

2. The Contractor may chip trees on the site. All wood chips will become the property of the Contractor and must be removed promptly from the site. When requested by the Owner, the Contractor may stockpile the required quantity on the site at a location approved by the Owner.

3. Unless otherwise specified in the Contract Documents all trees, brush, shrubs, and other perishable material shall be legally disposed of at locations off the project site. Such disposal shall require the written permission of the property owner on whose property the materials are to be buried and, if necessary, the Rhode Island Department of Environmental Management. The Contractor shall make all necessary arrangements with the property owners and obtain necessary permits for obtaining suitable disposal locations and the Contractor shall supply the Owner with a copy of the written permission for such disposal from the property owner before any disposal may take place.

b. Low Hanging Branches. Low hanging branches and unsound or unsightly branches on trees and shrubs designated to remain shall be removed as directed. Branches of trees extending over the road surface shall be trimmed to give a clear height of 20 feet above the road surface. All trimming shall be done by skilled workmen in accordance with sound tree surgery practices and under the supervision of a licensed arborist. Cut or scarred surfaces of trees or shrubs shall be treated with approved waterproof antiseptic tree paint.

c. Diseased Vegetation. All elm trees, trimmings, or branches of same or other wood designated by the Rhode Island Department of Environmental Management as a host of a serious plant disease or disease carrier, as indicated by the Owner, shall be buried at a sanitary landfill location within forty-eight hours after cutting.

Mechanical chipping of small branches and brush may also be employed where disposal area space limitations require such measures. The resulting chips need not be buried.

201.03.2 Cutting and Removing Isolated Trees and Stumps. The isolated trees and stumps to be removed will be designated by the Owner. Those so-designated shall be removed and disposed of by the Contractor in accordance with the provisions of Subsection 201.03.1 of this Section.

201.03.3 Partial Removal of Isolated Tree Stumps. **(OMIT)**
201.03.4 Frames, Covers or Grates (OMIT)
201.03.5 Culverts, Drainage and Utility Structures. (OMIT)
201.03.6 Pipe. (OMIT)
201.03.7 Pavement, Sidewalks, and Curbing. **(OMIT)**
201.03.8 Asbestos Cement Pipe. (OMIT)
201.03.9 Underground/Above-ground Storage Tanks. (OMIT)
201.03.10 Removal of Fences, Railings, and Guardrail. (OMIT)

201.03.11 Removal of Miscellaneous Objects. All miscellaneous objects designated to be removed shall be so-removed and legally disposed of.

201.03.12 Demolition of Buildings and Structures. (OMIT)

201.04 METHOD OF MEASUREMENT. The several removal and disposal actions required to clear and prepare the site for construction will be measured for payment as follows:

201.04.1 Clearing and Grubbing. "Clearing and Grubbing" will be measured by the number of square yards, hundred square yards, or acres actually cleared and grubbed in accordance with the Plans and/or as directed by the Owner.

201.04.2 Cutting and Removing Isolated Trees and Stumps. "Cutting and Removing Isolated Trees and Stumps" will be measured by the number of trees and stumps, or the number of stumps alone if there are no trees, actually cut and removed in accordance with the Plans and/or as directed by the Owner.

201.04.3 Partial Removal of Isolated Tree Stumps. (OMIT)
201.04.4 Removal of Frames, Covers or Grates. (OMIT)
201.04.5 Removal of Culverts, Drainage and Utility Structures. (OMIT)

201.04.6 Removal of Pipe - All Sizes. (OMIT)
201.04.7 Removal of Pavement, Sidewalks, and Curbing. (OMIT)
201.04.8 Removal of Asbestos Cement Pipe. (OMIT)
201.04.9 Removal of Underground/Aboveground Storage Tanks.(OMIT)
201.04.10 Removal of Fences, Railings, and Guardrail. **(OMIT)**

201.04.11 Removal of Miscellaneous Objects. "Removal of Miscellaneous Objects" will be measured by the number of such objects actually removed in accordance with the Plans and/or as directed by the Owner.

201.04.12 Demolition of Buildings and Structures. (OMIT)

201.05 BASIS OF PAYMENT. The several removal and disposal actions required to clear and prepare the site for construction will be paid for as follows:

201.05.1 Clearing and Grubbing. The accepted quantity of "Clearing and Grubbing" will be paid for at the contract unit price per square yard, hundred square yards, or acre as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.

201.05.2 Cutting and Removing Isolated Trees and Stumps. The accepted quantities of "Cutting and Removing Isolated Trees and Stumps" will be paid for at the respective contract unit prices per each as listed in the Proposal. The prices so-stated constitute full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.

201.05.3 Partial Removal of Isolated Tree Stumps. **(OMIT)**
201.05.4 Removal of Frames, Covers or Grates. (OMIT)
201.05.5 Removal of Culverts, Drainage and Utility Structures. (OMIT)
201.05.6 Removal of Pipe - All Sizes. **(OMIT)**
201.05.7 Removal of Pavement, Sidewalks, and Curbing. (OMIT)
201.05.8 Removal of Asbestos Cement Pipe. (OMIT)
201.05.9 Removal of Underground/Aboveground Storage Tanks. (OMIT)
201.05.10 Removal of Fences, Railings, and Guardrail. (OMIT)

201.05.11 Removal of Miscellaneous Objects. The accepted quantities of "Removal of Miscellaneous Objects" will be paid for at their respective contract unit prices per each as listed in the Proposal. The prices so-stated constitute full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.

201.05.12 Demolition of Buildings and Structures. (OMIT)