CITY OF PAWTUCKET

REQUEST FOR PROPOSALS

Bid #21-009
Veteran's Park Fence Replacement

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1.0 - Bid/Solicitation Information

Schedule

Pre-Bid/Proposal Conference: ☐ No ☒ Yes
February 01, 2021 @ 11:00 AM
Mandatory
Location:
Veteran's Memorial Park (Legion Drive Entrance)
Smithfield Avenue & Legion Drive
Pawtucket, RI 02860

Requests for Further Information:
February 04, 2021 @ 3:00 PM

Requests for information or clarification must be made electronically to the attention of:
Joe Morais, Project Leader
E-mail: jmorais@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:
February 11, 2021 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

Bid Bond: ☒ No ☐ Yes

Fidelity Bond: ☒ No ☐ Yes

Performance and Payment Bond: ☐ No ☒ Yes
(Submit upon award of contract)

Bidder is required to provide a performance and payment bond as outlined in the City's General Terms & Conditions of Purchase (Appendix B of this RFP) in an amount not less than one hundred percent (100%) of the bid price.

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 site 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.**
- At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.
- 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.
- Bids will be opened publicly at a regularly scheduled purchasing board meeting, the date of which is the same as the RFP submission deadline provided in Section 1.0.
- Interpretations or Addenda: No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Pawtucket (hereinafter called the "Owner"). Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Owner at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

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

3.0 - Overview

3.1 Project Overview

The City of Pawtucket Department of Public Works ("DPW" or "the Owner") seeks bids from qualified fencing contractors ("the Bidder" or "the Contractor") to replace an existing, 6-foot-high chain link fence ("the Project") at Veteran's Memorial Park ("the Site"). The Project scope of work is outlined herein, including the construction details and specifications provided in Appendix E. Generally, the Project shall consist of the following:

- Removal and dispose existing chain link fence along the Smithfield Avenue frontage (approximately 900 linear feet) of Veteran's Memorial Park.
- Furnish and install new, 6-foot-high chain link fence. Limits of new fence installation to match existing limits. Fence construction shall be 9-gauge, galvanized coated chain link with top and bottom rails, and posts spaced every 10 feet.

The Contractor shall obtain all necessary permits, pay fees, supply all labor, equipment, materials, and perform all management, administrative and other incidental efforts necessary to complete the Project, as described herein.

4.0 - Scope of Work

4.1 Location

The Site is shown on the Construction Details and Technical Specifications Issued for Bid included in this RFP as Appendix E. In general terms, the Site location can be described as follows:

- Smithfield Avenue & Legion Drive, Pawtucket, RI 02860; and
- Portions of the following properties:
    - Assessor's Plat (A.P.) 58, Lot 15

4.2 General Requirements

4.2.1 Project Schedule

The Contractor shall complete the Project no later than June 15, 2021.

4.2.2 Hours of Work

The Contractor may perform work between the hours of 7:00 AM and 10:00 PM, Monday through Friday. Works of an emergency nature needn't conform to this requirement. Additionally, the DPW may issue the Contractor a permit to perform work outside of this timeframe on an as-needed basis.

4.2.3 Prevailing Wage Requirements

Bidders are advised that payment of the local prevailing wage, as established by the Rhode Island Department of Labor and Training, is a requirement of this project, as outlined in Appendix B. A copy of the current prevailing wage decision is included in this document as Appendix C. Bidders are advised that the City will not amend this document prior to the bid due date for the purpose of notifying bidders of a superseding wage decision(s). Bidders are expected to account for the prevailing wage rates applicable to this project in the formulation of their bid.

4.2.4 Payment Requisitions

- The Owner reserves the right to withhold 5% of each progressive request for payment as retainage. The Owner shall release retainage payments per the terms outlined in Section 12.0 of this RFP.

4.2.5 Taxes and Fees

- Bidders are advised that the City of Pawtucket is exempt from payment of State-of-RI-levied sales taxes.

4.3 Scope Detail

The following is a general description of the minimum effort(s) required to complete the Project. The scope of work is defined further in Appendix E, and general conditions governing the work are also provided throughout this RFP.

4.3.1 Base Bid Scope of Work

The Project base bid scope of work includes, but is not limited to, the following construction activities:

- Remove and dispose existing chain link fence within the limits shown in Appendix E.
    - Note: Approximately 500 of the 900 total linear feet of existing fence is installed adjacent to a retaining wall. This segment of existing fence shall only be removed in the presence of an equivalent replacement barrier, such as temporary, metal construction fence. Alternately, the Contractor may remove as many sections of existing fence in a day as can be replaced with new fence the same day. No section of fence within this segment shall be left open while the Contractor is not on Site.
- Furnish and install new 6-foot-high, galvanized, 9-gauge chain link fence. Limits of new fence shall be as directed by the Owner, but shall generally follow the layout of the existing fence. Fence construction shall conform to the specifications provided in Appendix E.
- Complete an orderly demobilization from the Site, including:
    - Removal from the Site of all construction materials, equipment, and tools used to complete the Project.
    - Restoration of any Site impacts, e.g. restore disturbed landscaped areas with loam and seed.

5.0 - Insurance

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

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

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

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

6.0 - Acknowledgement of Risk & Hold Harmless Agreement

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

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

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

7.0 - Additional Insurance Requirements

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

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

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

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

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

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

8.0 – Proposal Content and Organization

All bids must be submitted on the forms supplied in Section 11.0 and shall be subject to all requirements of the Contract Documents, including these instructions to bidders. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder. Pricing must include all costs as specified in this solicitation.

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

Bid Documents, including the Bid, the Bid Bond, the Non-Collusion Affidavit, the Anti-Kickback Acknowledgment, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in a sealed envelope which shall be clearly labeled with the words, **"Veteran's Park Fence Replacement, Bid #21-009**", as well as name of Bidder, and date of bid opening.

All Bid Forms must be signed.

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

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. See Proposed Subcontractors form.

Two (2) copies of your proposal—one (1) original hard copy and one digital (1) copy on CD or similar format—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 Vendor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

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	20%
Price	80%

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.
- The City reserves the right to pay the selected Vendor via credit card at its sole discretion.

11.0 – Bid Form

21-009 – Veteran's Park Fence Replacement

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

21-009 – Veteran's Park Fence Replacement

1.00 OFFER:

A. Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the City of Pawtucket, we, the undersigned, hereby offer to enter into a Contract to perform the Work, **Veteran's Park Fence Replacement**, for the amount indicated below, subject to the additions and deductions according to the terms of the Contract Documents and as stated below. The undersigned will provide all necessary and proper material, machinery, equipment, facilities, and means to complete the Work.

B. The undersigned hereby understands that the City of Pawtucket (Owner) has the right to reject any and all bids and to award the contract in the best interests of the Owner. The Owner reserves the right to award the entire project or delete portions of the work to funds available, whichever is in the best interest of the Owner.

C. The undersigned also understands that the contract must be carried out in strict accordance with the contract documents.

Total Price: $…….dollars,
(amount in words)

($.....) in lawful money of the United States of America and,
(in figures)

We have included herewith the Bid Alternates information.

2.00 ACCEPTANCE:

If this Bid is accepted within the time stated in the contract documents, and we fail to commence the Work, the Bid Bond shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid Bond or the difference between this Bid and the Bid upon which the Contract is executed.

In the event our Bid is not accepted within the time stated in the contract documents, the required Bid Bond shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

The City of Pawtucket reserves the right to increase or decrease the quantities stated in the bid at the unit prices quoted.

3.00 BID FORM SIGNATURE(S)

The Corporate Seal of

_____

(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

_____

(Authorized signing officer Title)

(Seal)

_____

(Authorized signing officer Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of_____)
) .ss
County of_____)

_____,
being first duly sworn, deposes and says that;

(1) He is_____(owner, partner, officer, representative or agent)_____of

_____, the BIDDER that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the affiant, has in any way colluded, conspired or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such a contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other BIDDER, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Local Government or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees or parties in interest including this affiant.

(Signed)_____
_____
(Title)

Subscribed and sworn to before me
This_____Day of_____, 20_____
_____
_____

My Commission Expires_____

CERTIFICATE OF COMPLIANCE WITH TAX LAWS

I, _____ of _____, certify under
(principal) *(corporation)*
pains and penalties of perjury that said corporation has complied with all the laws of the State of Rhode Island and Providence Plantations relating to taxes.

_____ _____
Date Signature

_____
Title

_____
Federal Tax Identification Number

END OF SECTION

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 agreements or 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 projects.

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

Certified weekly payrolls and statement of compliance forms are required from contractors and subcontractors. Submit on State of Rhode Island Department of Labor and Training forms.

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
Combined Single Limit not less than $1,000,000 each occurrence for bodily Injury and property damage.
- Independent Contractors;
- Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations;

- Products and Completed Operations;
- Personal Injury (with employee exclusion deleted)

b. Automobile Liability Insurance
Combined Single Limit not less than $1,000,000 each occurrence for bodily Injury and property damage including non-owned and/or hired vehicle coverage.

OR

Bodily Injury, per person, $500,000/ Bodily Injury, $1,000,000 per accident/ Property Damage, $500,000 per accident including non-owned and/or hired vehicle coverage.

c. Workers' Compensation Insurance
As required by the General Laws of Rhode Island.
- Employers liability $500,000

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

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.

Appendix C

General Wage Rate Decision
Davis Bacon

The current wage determination (Heavy Construction, Providence County), as obtained from the Rhode Island Department of Labor and Training, is bound as part of this Project Manual.

"General Decision Number: RI20210001 01/01/2021

Superseded General Decision Number: RI20200001

State: Rhode Island

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

Counties: Rhode Island Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

ASBE0006-006 12/01/2019

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)	$ 36.60	22.40

ASBE0006-008 09/01/2019

	Rates	Fringes
Asbestos Worker/Insulator Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	$ 43.60	29.90

BOIL0029-001 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 42.42	24.92

BRRI0003-001 06/01/2020

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner	$ 42.55	28.02

BRRI0003-002 03/01/2020

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter	$ 40.78	28.92

BRRI0003-003 03/01/2020

	Rates	Fringes
Marble, Tile & Terrazzo		

Finisher.....$ 34.10 27.88

CARP0330-001 06/05/2020

	Rates	Fringes
CARPENTER (Includes Soft Floor Layer)	$ 39.13	28.60
Diver Tender	$ 40.13	28.60
DIVER	$ 50.73	28.60
Piledriver	$ 39.13	28.60
WELDER	$ 40.13	28.60

FOOTNOTES:

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

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

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

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

CARP1121-002 01/06/2020

	Rates	Fringes
MILLWRIGHT	$ 39.07	29.15

ELEC0099-002 06/01/2020

	Rates	Fringes
ELECTRICIAN	$ 41.61	57.24%
Teledata System Installer	$ 31.21	13.10%+14.93

FOOTNOTES:

Work of a hazardous nature, or where the work height is 30 ft. or more from the floor, except when working

OSHA-approved lifts: 20% per hour additional.

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

ELEV0039-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC	$ 53.25	34.765+a+b

FOOTNOTES:

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

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

ENGI0057-001 12/01/2020

	Rates	Fringes
Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work)		
GROUP 1	$ 42.55	27.70+a
GROUP 2	$ 40.55	27.70+a
GROUP 3	$ 36.17	27.70+a
GROUP 4	$ 33.32	27.70+a
GROUP 5	$ 39.60	27.70+a
GROUP 6	$ 30.40	27.70+a
GROUP 7	$ 24.40	27.70+a
GROUP 8	$ 36.25	27.70+a
GROUP 9	$ 40.17	27.70+a

a. BOOM LENGTHS, INCLUDING JIBS:

150 feet and over + $ 2.00
180 feet and over + $ 3.00

210 feet and over + $ 4.00
240 feet and over + $ 5.00
270 feet and over + $ 7.00
300 feet and over + $ 8.00
350 feet and over + $ 9.00
400 feet and over + $10.00

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

a. FOOTNOTES:
Hazmat work: $2.00 per hour additional.
Tunnel/Shaft work: $5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

GROUP 2: Digging machine, Ross Carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, graders, front end loader (3 yds. and over), vibratory hammer & vacuum truck, roadheaders, forklifts, economobile type equipment, tunnel boring machines, concrete pump and on site concrete plants.

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

GROUP 5: Bulldozer, bobcats, skid steer loader, tractor, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile-powered sweeper (3-yd. capacity), 8-ft. sweeper minimum 65 HP).

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 9: Boat & tug operator.

ENGI0057-002 11/01/2020

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)		
GROUP 1	$ 35.70	27.70+a
GROUP 2	$ 30.40	27.70+a
GROUP 3	$ 24.40	27.70+a
GROUP 4	$ 30.98	27.70+a
GROUP 5	$ 34.68	27.70+a
GROUP 6	$ 34.30	27.70+a
GROUP 7	$ 29.95	27.70+a
GROUP 8	$ 31.33	27.70+a
GROUP 9	$ 33.28	27.70+a

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Well point installation crew

GROUP 3: Utlity engineers and signal persons

GROUP 4: Oiler on cranes

GROUP 5: Combination loader backhoe, front end loader (less than 3 yds.), forklift, bulldozers & scrapers and boats

GROUP 6: Roller,skid steer loaders, street sweeper

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

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

ENGI0057-003 12/01/2020

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1	$ 41.82	27.70+a
GROUP 2	$ 39.82	27.70+a
GROUP 3	$ 39.60	27.70+a
GROUP 4	$ 35.60	27.70+a
GROUP 5	$ 32.75	27.70+a
GROUP 6	$ 38.90	27.70+a
GROUP 7	$ 38.47	27.70+a
GROUP 8	$ 35.79	27.70+a

a.BOOM LENTHS, INCLUDING JIBS:

150 ft. and over: + $ 2.00
180 ft. and over: + $ 3.00
210 ft. and over: + $ 4.00
240 ft. and over: + $ 5.00
270 ft. and over: + $ 7.00
300 ft. and over: + $ 8.00
350 ft. and over: + $ 9.00
400 ft. and over: + $10.00

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

a. FOOTNOTE: Hazmat work: $2.00 per hour additional.
Tunnel/Shaft work: $5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks.

GROUP 2: Digging machine, Ross carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 3: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

GROUP 6: Bulldozer,skid steer loaders,bobcats, tractor, grader, scraper,combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile powered sweeper (3 yds. capacity), 8-ft. sweeper (minimum 65 hp)

GROUP 7: Well point installation crew

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

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IRON0037-001 09/16/2020

	Rates	Fringes
IRONWORKER	$ 37.43	29.62

LABO0271-001 06/02/2019

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1	$ 31.80	25.05
GROUP 2	$ 32.05	25.05
GROUP 3	$ 32.55	25.05
GROUP 4	$ 32.80	25.05
GROUP 5	$ 33.80	25.05

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

LABO0271-002 06/02/2019

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1	$ 49.23	23.50
Group 2	$ 38.75	23.50
Group 3	$ 51.23	23.50
FREE AIR		
Group 1	$ 41.30	23.50
Group 2	$ 38.75	23.50
Group 3	$ 43.30	23.50
LABORER		
Group 1	$ 31.80	23.05
Group 2	$ 32.05	23.05
Group 3	$ 32.80	23.05
Group 4	$ 25.30	23.05
Group 5	$ 33.80	23.05
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man	$ 37.80	23.05
Top Man & Laborer	$ 36.85	23.05
TEST BORING		
Driller	$ 38.25	23.05
Laborer	$ 36.85	23.05

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

LABORER - FREE AIR CLASSIFICATIONS

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

GROUP 2: Change house attendant, powder watchperson

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

PAIN0011-005 06/01/2020

	Rates	Fringes
PAINTER		
Brush and Roller	$ 35.62	22.55
Epoxy, Tanks, Towers, Swing Stage & Structural Steel	$ 37.62	22.55
Spray, Sand & Water Blasting	$ 38.62	22.55
Taper	$ 36.37	22.55
Wall Coverer	$ 36.12	22.55

PAIN0011-006 06/01/2020

	Rates	Fringes
GLAZIER	$ 39.18	22.55

FOOTNOTES:

SWING STAGE: $1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2020

	Rates	Fringes
Painter (Bridge Work)	$ 52.25	22.55

PAIN0035-008 06/01/2011

	Rates	Fringes
Sign Painter	$ 24.79	13.72

PLAS0040-001 06/03/2019

BUILDING CONSTRUCTION

	Rates	Fringes

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CEMENT MASON/CONCRETE FINISHER...$ 36.00            27.15

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

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 PLAS0040-002 07/01/2019

HEAVY AND HIGHWAY CONSTRUCTION

                                 Rates          Fringes

CEMENT MASON/CONCRETE FINISHER...$ 32.85            22.20
----------------------------------------------------------------
 PLAS0040-003 07/01/2019

                                 Rates          Fringes

PLASTERER.....................$ 37.55            27.50
----------------------------------------------------------------
 PLUM0051-002 08/31/2020

                                 Rates          Fringes

Plumbers and Pipefitters.....$ 44.69            31.20
----------------------------------------------------------------
* ROOF0033-004 12/01/2020

                                 Rates          Fringes

ROOFER........................$ 39.40            28.06
----------------------------------------------------------------
 SFRI0669-001 01/02/2020

                                 Rates          Fringes

SPRINKLER FITTER..............$ 45.67            24.74
----------------------------------------------------------------
* SHEE0017-002 12/01/2020

                                 Rates          Fringes

Sheet Metal Worker............$ 38.58            36.73
----------------------------------------------------------------
 TEAM0251-001 05/01/2019

HEAVY AND HIGHWAY CONSTRUCTION
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	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 27.96	26.8525+A+B+C
GROUP 2	$ 27.61	26.8525+A+B+C
GROUP 3	$ 27.66	26.8525+A+B+C
GROUP 4	$ 27.71	26.8525+A+B+C
GROUP 5	$ 27.81	26.8525+A+B+C
GROUP 6	$ 28.21	26.8525+A+B+C
GROUP 7	$ 28.41	26.8525+A+B+C
GROUP 8	$ 27.91	26.8525+A+B+C
GROUP 9	$ 28.16	26.8525+A+B+C
GROUP 10	$ 27.96	26.8525+A+B+C

FOOTNOTES:

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

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

C. Employees on the seniority list shall be paid a one hundred dollar ($100.00) bonus for every four hundred (400) hours worked, up to a maximum of five hundred dollars ($500.00)

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

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

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

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

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

GROUP 10: Tractor trailer

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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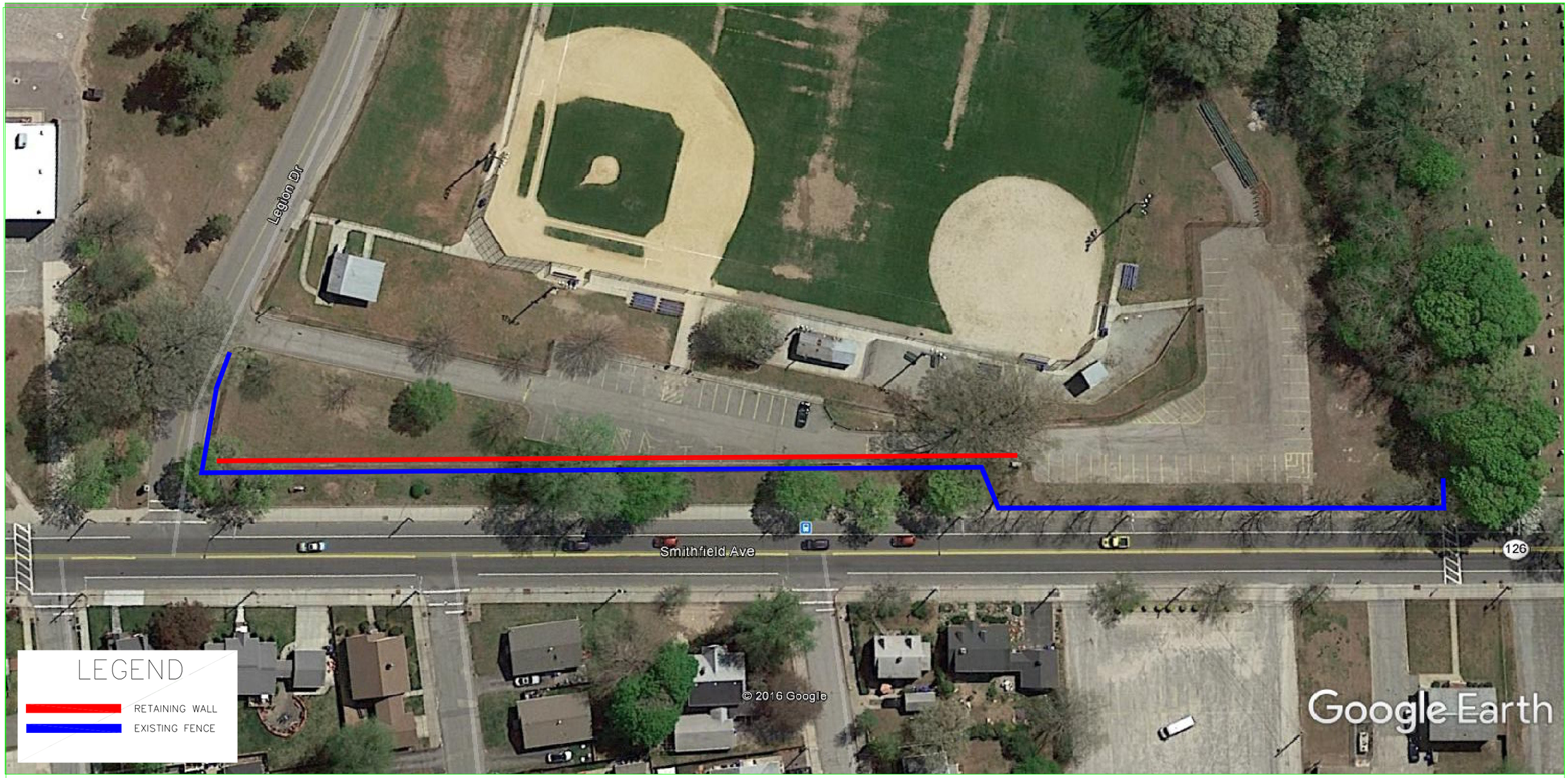
END OF GENERAL DECISION
"

Appendix D

Construction Details and Technical Specifications Issued for Bid



NOT TO SCALE

N

City of Pawtucket Engineering Division

250 Armistice Boulevard
Pawtucket, Rhode Island 02860

Drawing Title: Site Plan
Project: Veteran's Park Fence Replacement

Location: n/a
Date: January 11, 2021

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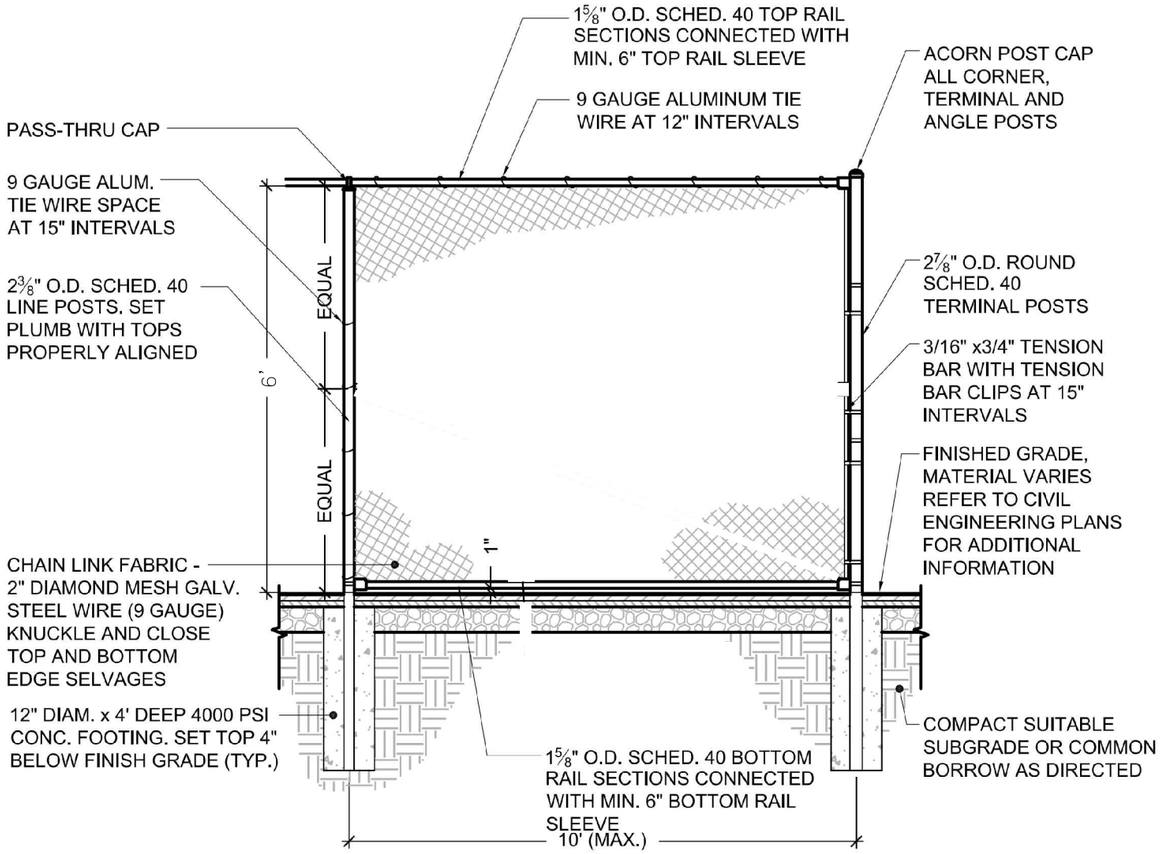
E:\Public Works Department\Engineering\Projects\ 21-009 Vet's Park Chain Link Fence Replacement\Contract & Purchasing Docs\RFP\Fence Construction Detail.dwg



1 6' Galvanized Chain Link Fence

3/8" = 1'-0"

NOT TO SCALE

N

City of Pawtucket Engineering Division
250 Armistice Boulevard
Pawtucket, Rhode Island 02860

Drawing Title:	Construction Detail (Base Bid)
Project:	Veteran's Park Fence Replacement
Location:	n/a
Date:	January 11, 2021

TECHNICAL SPECIFICATIONS

Galvanized Chain Link Fence

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Construction Details Issued for Bid and General Provisions of Contract, including general and supplementary conditions, apply to work of this section.

B. (Omitted)

1.2 DESCRIPTION OF WORK

A. Provide all materials, equipment and labor necessary to complete the work as indicated on the drawings or as specified herein.

B. The principal work of this section includes, but may not be limited to, the following:
   1. Installation of fences, gates, framework, fabric, and accessories.
   2. Excavation for post bases.

1.3 REFERENCES

A. ASTM Standards:

See references below.

B. Federal Standard (FS) RR-F-191 - Fencing, Wire and Post, Metal.

1.4 QUALITY ASSURANCE

A. Installation: ASTM F567

B. Qualifications: The foreman and laborers shall be thoroughly trained and experienced in the skills required to complete fence and gate, be completely familiar with the design and application of the work, be present at all times during the work and perform the work. The foreman shall have no less than 5 years minimum proven experience in the required installation techniques and desired results. Submit list of installations, indicating location, Owner, Architect/Engineer, date of installation, Contractor, and setting bed, for approval by the Architect.

1.5 SUBMITTALS

A. Submit shop drawings and product data under provisions of Division 01. Submit shop drawings for fence and gates and for all of their components.

B. Include layout, spacing of components, accessories, fittings, anchorages, and schedule of components.

C. (Omitted)

D. Submit sample of fence fabric finish, color, and gauges. Sample size to be 6" x 12" minimum.

PART 2 – PRODUCTS

2.1 GENERAL

A. Fabric, posts, gate frames, braces, rails, stretcher bars, truss rods, and tension wire shall be of steel. Gate hinges, post caps, stretcher bar bands, and other parts shall be of steel, malleable iron, ductile iron, or equal except that post tops and rails ends may be of aluminum. The manufacturer shall supply a notarized mill certification that all materials used have been tested and fully comply with the guidelines specified herein.

B. Temporary Construction Fence shall be 6’ ht chain link fence. Powder coating or painting is NOT required.

2.2 FRAMEWORK AND POSTS

A. Framework and posts shall be Type 2 round post, steel pipe cold-formed and welded per ASTM F1043, Group IC, with a minimum yield strength of 50,000 psi. The external zinc coating shall be Type B, zinc with polymer film, 0.90 oz/sq. ft. minimum zinc coating with a chromate conversion and a verifiable polymer film. The internal coating shall be Type B, zinc 0.90 oz./sq.ft. minimum or Type D, zinc pigmented, 81% nominal coating with 0.30 mils minimum thickness. Gate framework joints shall be welded and coated in accordance with Practice A780, employing zinc-rich paint.

B. Framework and posts shall be sized as follows:
   1. End, Corner, and Pull Post. Galvanized steel, minimum pipe sizes and weights as follows:
      a. Up to 6-foot fabric height: 2.375 – inch OD pipe, 3.12 lbs/lin. Ft. minimum.
      b. 7 and 8-foot fabric heights: 2.875-inch OD pipe, 4.64-lbs/lin. Ft. minimum.
      c. Maximum spacing 10’-0” On Center.
      d. 10-foot to 12-foot heights: 4-inch OD pipe, 6.56 lb/linear foot.
   2. Line Posts. Galvanized steel, minimum pipe sizes and weights as follows:
      a. Up to 6-foot fabric height: 1.90-inch OD steel pipe, 2.28-lbs./lin. Ft. minimum.
      b. 7 and 8- foot fabric height: 2.375-inch OD steel pipe, 3.12 lbs./lin. Ft. minimum
      c. Maximum Spacing 10’-0” On Center.
      d. 10-foot to 12-foot heights: 2.875-inch OD pipe, 4.64 lb/linear foot.
   3. Gate Posts. Galvanized steel, nominal gate widths, minimum pipe sizes and weights as

follows:

a. Up to and including 6 feet height with up to 4 foot gate leaves: 2.375 OD pipe minimum.
b. Up to and including 6 feet height with over 4 foot up to 10 foot gate leaves: 2.875 inch OD pipe minimum.
c. Up to and including 6 feet height with over 10 feet up to 18 foot gate leaves: 4" OD pipe minimum.
d. Over 6 feet up to 12 feet height with up to 6 foot gate leaves: 2.875" OD pipe minimum.
e. Over 6 feet up to 12 feet height with over 6 feet up to 12 foot gate leaves: 4" OD pipe minimum.
f. Over 6 feet up to 12 feet height with over 12 feet up to 18 foot gate leaves: 6.625" OD pipe minimum.

4. Rails (Top, middle, and bottom rails): galvanized steel, manufacturer's longest lengths joined by seven (7") long sleeves, rail shall run continuously along top of fence. Bottom rail shall be joined at line posts with boulevard clamps. Minimum pipe sizes and weights as follows:
   a. 1.66-inch OD pipe, 1.84 lbs. /lin. Ft. minimum.

2.3 FITTINGS

1. Couplings: Expansion type, approximately six inches (6") long, install one sleeve for each 500 foot run. Standard couplings are installed at each rail end to form one continuous top rail.
2. Attaching Devices: Provide fittings for attaching top rail securely to each gate corner pull and end post.
3. Sleeves: Galvanized steel pipe not less than six inches (6") long and with inside diameter not less than ½ inch greater than outside diameter of the post pipe. Provide steel plate closure welded to bottom of sleeve of width and length not less than one inch (1") greater than outside diameter of sleeve.
4. Post Brace assembly: Manufacturer's standard adjustable braces at end of gateposts and at both sides of corner and pull posts. Provide horizontal brace located at mid-height of fabric. Use same material as top rail for brace and truss to line posts with 3/8 inch diameter galvanized steel truss rods and adjustable tightener.
5. Post Caps: Galvanized steel, weather-tight closure cap for each tubular post. Furnish caps with openings to permit passages of top rail.
6. Rail ends: Galvanized pressed steel per ASTM F626, for connection of rails to post using a brace band.
7. Tension Bars: galvanized steel, one-piece lengths equal to full height of fabric, with minimum cross-section of 3/16 inch x ¾ inch per ASTM F626. Provide tension bar for each gate and end post, and two for each corner and pull post. Stretcher Bar Bands will be manufacturer's standards.
8. Gate Cross-Bracing: 3/8 inch diameter galvanized steel truss rods and adjustable tightener.

9. Wire ties: 9 gauge galvanized steel tie wire for attachment of fabric to line posts and rails. Pre-formed hog ring ties to be 9 gauge galvanized steel or aluminum for attachment of fabric to tension wire.

10. Truss rod assembly: Galvanized steel minimum 5/16" diameter truss rod with pressed steel tightener, in accordance with ASTM F626.
11. Carriage bolts and nuts: Galvanized of commercial quality

2.4 FABRIC

A. All general site fence fabric shall consist of No. 9 gauge (0.148 inch core), 2-inch diamond mesh except for the following: **Six (6) gauge wire for backstop fencing; Eleven (11) gauge wire, 1 ¾" diamond mesh for Tennis Court Fencing. All fabric shall receive top and bottom knuckled selvage.** Public side of fabric shall be installed in accordance with the owner's directions. Tennis fabric shall be installed on the court side. The height of the fabric shall be one piece.
   1. Galvanized/Aluminum Coated Fabric: All materials used shall conform to the requirements of ASTM A 392 Class 2, or ASTM A491. Except aluminum alloy items, shall conform to ASTM-B211, B221 and B429.

2.5 SWING GATES

A. Fabricate chain link swing gates in accordance with ASTM F900. Gate frame to be of welded construction. Weld areas to be protected with zinc-rich paint per ASTM A780 then over coated with liquid PVC to match frame. The gate frame members are to be spaced no greater than 8' 0" apart horizontally or vertically. Exterior members to be 1.900" OD pipe, interior members when required shall be 1.660" OD pipe. Framing and chain link fabric shall match specification of fence system. Fabric to be stretched tightly and secured to vertical outer frame members using tension bar and tension bands spaced 12" on center and tied to the horizontal and interior members using 9 gauge galvanized steel ties.

B. Hinges, hot dip galvanized pressed steel or malleable iron, structurally capable of supporting gate leaf and allow opening and closing without binding. Non-lift-off type hinge design shall permit gate to swing 180 degrees.

C. Latch: Galvanized forked type capable of retaining gate in closed position and have provision for padlock. Latch shall permit operation from either side of gate.

D. Double gates: Provide galvanized drop rod with center gate stop pipe or receiver to secure inactive leaf in the closed position. Provide galvanized pressed steel locking latch, requiring one padlock for locking both gate leaves, accessible from either side.

E. Keeper to secure open leafs: Provide galvanized gate hold back keeper for each gate leaf over 5' wide. Gate keeper shall consist of mechanical device for securing free end of gate when in full open position.

F. Latch, hinges, moveable parts may be field coated with liquid PVC.

2.6 CHAIN LINK INTERNAL TRACK ALUMINUM CANTILEVER SLIDE GATE

A. Aluminum cantilever slide gates shall be of the internal roller design per ASTM F1184 Type II Class 2. Cantilever slide gate to be constructed of PVC color coated ASTM B221 aluminum members welded and designed for maximum structural integrity. Vertical external and internal members minimum 2" square spaced maximum 8'-0" on center. Gates having fabric greater than 8'-0" in height require a horizontal member. The top horizontal member shall be a one-piece precision extruded structural member having an integral enclosed track. Bottom horizontal member to be minimum 2" x 4". Adjustable diagonal trusses shall be installed in each gate panel to transfer the alternating forces as the gate slides. The gate opening portion shall be filled with chain link fabric stretched taut and secured to the frame members. Chain link fabric shall match the fence system specification. The overall gate structure shall be a minimum of 40% larger than the gate opening to support the cantilevered portion of the gate in the closed position with minimum deflection per ASTM F1184. The minimum 40% back frame does not require fence fabric. Single leaf cantilever design for openings larger than 30'-0" up to 40'-0" shall be fabricated by welding together two horizontal top structural/track members creating a dual track system. Single track gates up to 30'-0" opening require two support posts and two internal truck assemblies. Dual track gates over 30'-0" up to 40'-0" require two sets of dual posts and four internal truck assemblies.

B. Internal truck assemblies shall be capable of swiveling to accommodate gate movement and ensure full contact of the four support wheels and two guide wheels to the internal track surface. The galvanized steel truck assembly post bracket, truck assembly vertical support axle as well as the support wheels shall be designed to handle static and dynamic forces required to support and operate the gate. The truck assembly, support axle and internal wheels shall be comprised of stainless steel or galvanized steel components.

C. Galvanized steel bottom guide roller brackets containing two 3" rubber wheels shall be supplied to keep the bottom of the gate plumb and in proper alignment.

D. Single gates shall be supplied with a galvanized steel latch mechanism capable of securing the gate with a padlock accessible from either side. Double gates to have galvanized drop rod to hold inactive leaf and a latch mechanism capable of securing the gate with a padlock accessible from either side. Provide drop rod stop pipe or receiver to engage center drop rod.

E. Cantilever gate posts shall be 4" OD Single leaf cantilevers up to 30'-0" require three 4" OD posts, dual track single leaf cantilevers over 30'-0" up to 40'-0" require two sets of pre-fabricated dual 4" OD support posts and a 4" OD latch post. The gate is supported in the center of the dual posts.

2.7 POST SETTING MATERIALS

A. Concrete: As specified in Section 03 30 00.

B. Drive Anchors: Galvanized ASTM A36 steel drive anchor angle blades, 1.25" x1.25" x 30" long secured to post with a pressed steel galvanized shoe clamp.

PART 3 – EXECUTION

3.1 FENCE INSTALLATION:

A. Install new fabric, as indicated on drawings; accessories in accordance with ASTM F567.

B. Provide dimensions as shown and space line posts at intervals indicated.

C. Excavation: Excavate holes for concrete with vertical sides in cylindrical form.

D. Setting Posts:

1. Remove loose and foreign materials from sides and bottom of holes, and moisten soil prior to placing concrete.
2. Center and align posts.
3. Place concrete around posts in a continuous pour, and vibrate or tamp for consolidation.
4. Check each post for vertical and top alignment, and hold in position during placement.
5. Trowel tops of footings, and slope or dome to direct water away from posts.
6. Keep exposed concrete surfaces moist for at least seven (7) days after placement.

E. Concrete Strength:

1. Allow concrete to attain at least 75 percent of its minimum 28 day strength before rails, tension wire, and fabric are installed.
2. Do not, in any case, install such items in less than seven (7) days after placement of concrete.
3. Do not stretch and tension fabric and wire until concrete has attained its full design strength.
4. Provide top rail through line post tops and splice with six inch (6") long rail sleeves.

F. Chain link fence shall have continuous top and bottom rails. Top and bottom edge of fence fabric shall have knuckled edges. Fabric shall be stretched uniformly taunt and tight as possible, true to line and grade and complete in all details. Install tension bars at corners.

G. All chain link fence fabric shall be fastened on the outside of the posts unless directed otherwise by the Owner or otherwise indicated in this specification. The fabric shall be properly stretched and securely fastened to the posts, and between posts the top and bottom of the fabric shall be fastened to end and corner posts with tension bars and stretcher bars bands spaced at one (1) foot intervals.

H. All fabric shall be aligned so that top row of the fabric mesh is tied to the top rail twelve inches

(12”) on center and so that the bottom of the fabric mesh stand two inches (2”) maximum above finish grade or as indicated on plans, and that the bottom row of the fabric mesh is tied to the bottom rail every twelve inches (12”) on center. When applicable, all fabric shall be tied to the middle rail at twelve inches (12”) on center.

I. All fabric shall be fastened to all line posts and horizontal rails with 0.020” thickness, 200/300 series stainless steel ½” wide bands, with a minimum breaking strength of 850 lbs., ½” band capacity ear-lokt design buckles to be manufactured with 0.050” thick material, 201/301 series stainless steel. All bands shall be pulled tight and raw ends of steel bands shall be secured in buckle by folding ear tabs around steel bands as per manufacturer’s recommended installation procedure. No sharp edges shall protrude from band-it buckles. Band will be PVC coated, color to match fabric and framework.

J. Perimeter Fencing and Gates: Install fabric 1-inch above finished grade.

K. Touch up any nicks or scratches of the PVC color coating with liquid PVC paint.

L. Touch up any nicks or scratches on the posts or rails with a manufacturers approved paint.

3.2 GATE INSTALLATION

A. Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage, as recommended by fence manufacturer. Adjust hardware for smooth operation and lubricate where necessary.

END OF SECTION