



TOWN OF WESTERLY PUBLIC WORKS
45 BROAD STREET
WESTERLY, RHODE ISLAND 02891

BID DOCUMENTS

TOWN OF WESTERLY PUBLIC BID 2016- 043

**WINNAPAUG TANK AREA LANDSCAPING CONTRACT
LOCATED AT #156 WINNAPAUG ROAD, WESTERLY, RI**

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JUNE, 2016 – REQUEST FOR BIDS

Town of Westerly

ADVERTISEMENT FOR BIDS

**TOWN OF WESTERLY PUBLIC BID 2016-043
WINNAPAUG TANK AREA LANDSCAPING CONTRACT
LOCATED AT #156 WINNAPAUG ROAD, WESTERLY, RI**

The Town of Westerly, RI, acting through its Purchasing Agent is hereby soliciting sealed bids from Contractors for the Department of Public Works for the **Town of Westerly Public Bid 2016-043, Winnapaug Tank Area Landscaping Contract Located at #156 Winnapaug Road, Westerly, RI.** Sealed bids for Landscaping Improvements at or adjacent to #156 Winnapaug Road will be received no later than **Wednesday, July 13, 2016, at 3:00 pm,** at the Office of the Purchasing Agent, located on the first floor, Westerly Town Hall, 45 Broad Street, Westerly, Rhode Island 02891, at which time, or as soon thereafter as possible, they will be publicly opened and read aloud. In addition to one (1) original copy of the Bid Form to be submitted and Relevant Similar Experience Statement, prospective bidders shall also submit with their hard copy bid, one (1) read-only CD-R media disc as the "Public Copy". The Public Copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Title of Solicitation; (2) Name of Bidder and Address; and (3) Date of Bid. The Public Copy shall include the following items: (1) Scanned copy of the original executed Bid Form submitted and Contract Bid Documents; and Scanned Copy of original Bid Bond for the Project (**Bid Bond Requirement has been Waived**). Bid proposals that do not include a copy for public inspection will be deemed nonresponsive and rejected.

Bids misdirected to any other person or location by virtue of incorrect mailing addresses or otherwise not present at the Purchasing Agent's office prior to the bid deadline for whatever reason will not be accepted. Postal stamps or other such stamps are not evidence of timely receipt. The Purchasing Agent will be the sole and final judge of timely receipt.

According to Drawings and Specifications prepared by:
Town of Westerly Engineering Division
68 White Rock Road
Westerly, RI 02891

Copies of the Bid Documents may be obtained on or after **Tuesday, June 28, 2016** at the office of the Town of Westerly's Purchasing Department, Westerly Town Hall, 45 Broad Street, Westerly, Rhode Island 02891, Tel# 401-348-2625, between the hours of 8:30 am to 4:30 pm Monday through Friday. There will be

no payment required for obtaining a hard copy of the Bid Documents. Electronic copies may be requested by completing the PDF document for Electronic Bid Request on the Town of Westerly's website located on the RFQ and Bid Requests page and emailing the document to ecardillo@westerly.k12.ri.us.

A Pre-Bid Meeting will be held on Tuesday, July 5, 2016, 10:00AM in the council chambers, Town of Westerly, 45 Broad Street, Westerly RI 02891. A site visit of the project are will follow immediately after at the Winnapaug Tank Site Location - #156 Winnapaug Road, Westerly RI. All questions, regarding the bid, should be in writing, no later than four (4) days (July 9, 2016) prior to the Bid Opening and directed to Eileen Cardillo, Purchasing Agent, e-mail; ecardillo@westerly.k12.ri.us or fax; 401 348-2633. **All bids must be sealed and clearly marked "Town of Westerly Public Bid 2016-043 – Winnapaug Tank Area Landscaping Contract" in the lower left hand corner of the envelope.**

Construction is expected to proceed within thirty (30) days after acceptance of the Bid and execution of Contract Document.

The Town of Westerly has waived the Bid Bond requirement for the bid proposal since the estimated value for the project is below \$50,000.00. Performance, Labor and Material Payment Bonds, in the amount of 100% of the contract price will be required of the successful bidder. In addition to, ALL trades are required to pay prevailing wages. (Davis Bacon Act RI140001 – As amended up to the date of this Bid).

The Town of Westerly reserves the right to reject any and all bids and to waive any informality in the bidding process. No bidder may withdraw his/her bid within ninety (90) days after the actual date of the opening thereof.

The Town of Westerly does not discriminate on the basis of age, race, religion, national origin, color or disability in accordance with applicable laws and regulations.

Individuals requesting interpreter services for the hearing impaired and other individuals requiring special accommodations should call 401-348-2500 or 401-596-2022 (v/tdd) 72 hours in advance of the opening of the bids.

INFORMATION FOR BIDDERS

(A) **Proposals.** The Town of Westerly, RI, acting through its Purchasing Agent is hereby soliciting sealed bids for the Department of Public Works for the **Town of Westerly Public Bid 2016-043, Winnapaug Tank Landscaping Contract Located at #156 Winnapaug, Westerly RI.** Sealed bids for Landscaping Improvements at or adjacent to #156 Winnapaug Road will be received no later than **Wednesday, July 13, 2016 at 3:00 pm,** at the Office of the Purchasing Agent, located on the first floor, Westerly Town Hall, 45 Broad Street, Westerly, Rhode Island 02891, at which time, or as soon thereafter as possible, they will be publicly opened and read aloud. In addition to one (1) original copy of the Bid Form to be submitted, prospective bidders shall also submit with their hard copy bid, one (1) read-only CD-R media disc as the "Public Copy". The Public Copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Title of Solicitation; (2) Name of Bidder and Address; and (3) Date of Bid. The Public Copy shall include the following items: (1) Scanned copy of the original executed Bid Form submitted and Contract Bid Documents; and Scanned Copy of original Bid Bond for the Project (**Bid Bond Requirement Waived**). Bid proposals that do not include a copy for public inspection will be deemed nonresponsive and rejected.

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The Town of Westerly reserves the right to reject any and all bids and to waive any informality in the bidding process. No bidder may withdraw his/her bid within ninety (90) days after the actual date of the opening thereof.

(B) Form of Proposal (Bid Form). Each proposal must be made on the Bid Form furnished by the Town and attached hereto and fully executed. Bidder will state, both in writing and in figures, the proposed price for each separate item of the work called for in the annexed proposal bid form by which prices the bids will be compared. If any price is omitted, the blank may be filled with the lowest price named by any bidder for that item, or the proposal may be rejected.

The Town of Westerly reserves the right to waive, at its discretion minor informalities in any proposal.

(C) Bidding Check or Bid Bond. ~~Each proposal must be accompanied by either a certified check or a bid bond for not less than 5% of the total bid made payable to the Town of Westerly, said check to be returned on written request to the bidder or bond released by the Town after the contract has been awarded and executed unless forfeited as hereinafter stipulated. No bid will be considered which is not accompanied by such check or bond.~~ ***WAIVED (Town Charter allows this requirement to be waived by ordinance if expected Bid Amount is less than \$50,000.00)***

(D) Performance, Labor and Materials Bond, Execution of Contract.
The person or persons to whom the contract shall be awarded must file performance, labor, and materials bonds and execute said contract in triplicate within ten (10) days from the date of notification of such award, and in case of failure or neglect to do so, the Town may determine that the bidder has

abandoned the contract, and thereupon the proposal and acceptance shall be null and void, and, at the Town's option, the amount of the check or bond accompanying the proposal shall be forfeited to the Town of Westerly or shall be returned to the bidder in whole or in part.

The performance, labor, and materials bonds furnished must each be in the sum of the full amount of the Bid and/or Contract Price in favor of the Town of Westerly. The bonds shall be executed by a financially strong surety company licensed to do business in the State of Rhode Island and approved by the Town, as Surety, for the faithful performance of the contract and for payment, labor and materials. The bonds shall remain in full force and effect until the completion of the contract, including the guaranty or warranty periods stipulated in the Contract Documents and/or Agreement or until final acceptance by the Town of Westerly. The Contractor shall pay the premiums for such Bonds.

(E) Insurance. The contractor shall, before beginning work under this contract, file with the Purchasing Agent, copies of a certificate or certificates, by an acceptable insurance company, or companies, that the various forms of insurance required have been provided in the stipulated amounts. – Refer to Insurance Requirements set forth in the Supplemental Conditions Section of these Bid Documents.

(F) Information to be Submitted. Bidders whose proposals are being considered must submit the following information in duplicate within **five (5) days** after a request for the same by the Town.

1. Evidence that previous work done by the bidder, similar to that called for in this contract, was carried forward and completed in a manner entirely satisfactory to those under whose supervision the work was performed. This is to include a list of such work with the names of owners for whom the same was performed and of the Engineers or Architects who supervised the same, with dates.
2. A brief description of the plant and general methods proposed for carrying on the work, indicating therein whether the plant and equipment is owned by or to be hired by the bidder.
3. A sworn statement in form satisfactory to the Town as to financial condition as of January 1st of the current year, together with a sworn copy of the latest balance sheet and a bank reference.
4. A statement from a bonding company made after bids have been opened and reviewed that it is willing to execute a bond for the bidder in the amount and form required herein.

(G) Rejection of Quotes. A bid may be rejected for any of the following reasons:

1. If the proposal is incomplete, conditional or obscure, or if it contains additions not called for, erasures, alterations, obvious errors or irregularities of any kind, or if it does not conform in every respect to the requirements stated in this information. The Town, however, may waive minor informalities. **Note: Bid Proposals that do not include the Public Copy for public Inspection will be deemed nonresponsive.**

2. If the Town of Westerly should be of the opinion that it was prepared without adequate care or knowledge of the conditions relative to the work or under a misunderstanding of the requirements of the Town, or if it is for work other than that on the specifications and bid documents as required.

3. If the Contractor fails to furnish information promptly as required herein.

4. If the bidder cannot show that he/she has the necessary capital and experience, to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or the time specified.

(H) Time for Completion. The Contractor to whom this contract may be awarded will be required to commence work on the proposed Landscaping Improvements work; within thirty (30) days after the proper date of a letter from the Town notifying the Contractor to begin work (issuance of a Notice to Proceed Letter). This letter may, at the option of the Town, be sent any time after the award of the contract and even prior to the formal signing of the contract document and surety bond.

The Contractor shall begin work within the time stated above and shall prosecute the work diligently thereafter to complete all the work contemplated by this contract **on or before September 15, 2016 (the Contract Period to Complete this Work will be thirty (30) Calendar Days total from the date of the Notice to Proceed. This period does not include the forty-five (45) day tree/shrub maintenance watering requirements as set forth in the Specifications sections of this contract.**

(I) Underground Pipe, Objects. Bidders will acknowledge that existing underground pipes and/or objects are present within the contract limits of the work to be performed. Contractor will be required to contact Dig Safe prior to performing any excavation within the project limits at a minimum of 72 hours in advance of said work.

(J) Examination of Ground. Bidders must satisfy themselves, by personal examination of the location of the proposed work, and by such other means as they may prefer as to the actual conditions and requirements of the work, and

inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and this Contractor must employ, so far as possible, such methods and means in the carrying out of his/her work in a manner which will not cause any interruption or interference with any other contractor and a minimum of inconvenience and injury to other persons and property.

(K) Oral Statements Not Binding. The proposals submitted for this project must be based upon the text of this Information for Bidders, the accompanying Proposal Form (Bid Form), the proposed form of Contract, Specifications, Contract Drawings, Details or Sketches, and Performance Bond, Labor and Materials Bond, and Payment Bond named herein, and no oral or informal statement or representation by any representative or employee of the Town of Westerly shall be considered an amendment to, or waiver of, any statement in, or requirement of, such bidding or proposed contract documents, and no claim or right of action shall accrue in favor of any bidder or any one claiming under any bidder as a result of or founded on such oral or informal statements or representations.

(L) Address of Contractor. Each bidder shall indicate in his proposal the address to which all notices; letters or other communications may be sent. This address may be changed only by proper delivery to the Town of written notice of such change, signed by the Contractor. The mailing or delivery by messenger of any notice, letter or communication to such designated address or to the office of the Contractor at or near the site of the work or to any attorney or attorneys appointed by non-resident principals to a contract or by a "foreign" corporation, at any time including the full period of work under the contract shall be deemed sufficient for any notice or service on the part of the Town in connection with the contract or any part thereof.

(M) Balanced Bidding. The work has been divided into items in order to enable the bidder to bid for the different portions of the work in accordance with his/her estimate of their costs. Bidders are especially cautioned not to submit bids, which are unbalanced. If, in the opinion of the Purchasing Agent, an unbalanced bid is submitted it may be sufficient cause for the rejection by the Town of the entire bid; or it may result in loss to the Contractor if certain portions of the work are increased or decreased as provided in the contract.

(N) Quantities. The work of the Contract has been itemized within the Bid Form as indicated herein. Both Lump Sum and Unit Cost prices are being requested to be submitted by the Bidders.

(O) Contents of Contract. The successful bidder will be required to complete and execute Contract front end documents as part of the Bid Award for the Project.

(P) **Sales Tax.** Under the terms of the regulations referring to contractors and subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, to which the Bidder is referred, the Contractor may purchase materials or supplies to be consumed in the performance of this contract without payment of tax and shall not include in his bid nor charge any use of sales tax thereon.

(Q) **Equal Employment Opportunity.** The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Department of Labor relative to equal employment opportunity.

(R) **Prevailing Wage Rates.** The Contractor shall comply with minimum wage rates as prescribed by the Rhode Island Department of Labor Laws (referenced General Laws of Rhode Island, Revised 1956, Chapter 37-12 and Chapter 37-13, as amended). **Please Note: Contractor and Subcontractor(s) will be required to submit weekly Certified Payroll forms for the project.**

(S) **Liquidated Damages.** The Contractor shall be fully aware with work of this Contract and shall provide good faith in completing this work within the timeframe indicated in **Section H – Time for Completion**. The Contractor will be assessed a penalty of **\$200.00** per each calendar day for which work of the Contract is not substantially completed.

SUPPLEMENTARY CONDITIONS

(A) DEFINITIONS

1. The word "Town" as used herein refers to the Town of Westerly or any duly authorized official thereof acting in his/her official capacity.
2. The word "Contractor" as used herein refers to the party or parties contracting to perform the work to be done under this contract, as party of the second part, or the legal representatives of such party or parties.
3. "DPW" shall mean the Department of Public Works of the Town of Westerly.
4. The word "Engineer" as used herein refers to the Town Engineer of the Town of Westerly or his designated representative.

(B) TOWN TO BE THE JUDGE.

The Engineer shall be the judge of the character, nature and fitness of all the work done and materials furnished under this contract, and of the amount, quality and classifications of the several kinds of work for which payment is made, and he/she shall decide as to the meaning, intent and performance of this contract. The entire work shall be done under his/her supervision and to his/her satisfaction and his/her estimates and his/her decisions upon all questions relating to said work shall be a condition precedent to the right of said Contractor to payments under this agreement.

(C) CHANGES AND EXTRA WORK.

1. The Town may, in writing, and without notice to surety, alter and change the line, grade, plan, form, position, dimensions or materials of the work herein contemplated, or any part thereof in a manner not inconsistent with the general layout of said improvements, either before or after its commencement, or may order in writing any extra work which it may deem necessary in connection therewith. If such alterations diminish the quantity of work to be done, they shall not be made the basis of a claim for damages, or for anticipated profits on the work that may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity done and at the price established for such work under this contract; or in case there is no price established, it shall be paid for at a reasonable amount as determined by the Town of Westerly and the Contractor.

2. Extra Claims to be Made Promptly. No claim for payment in addition to the amount so awarded, on account of extra work done or materials furnished or damages sustained, will be considered unless the Contractor shall make the same to the Town of Westerly, in writing, within twenty (20) days after the date of the estimate when such award is made; or in the case there is no award, then within twenty (20) days after the date of the damages for which said compensation is claimed; and shall, when requested, file with the Town an itemized statement of, and it is agreed that the filing of said claim as above specified, together with said statement and vouchers, when requested, shall be a condition precedent to the right of the Contractor to receive any additional compensation under this contract.

(D) CONTRACTOR'S CONTROL OF WORK.

1. Assignments or Subletting. The Contractor shall not assign this contract or any interest therein, nor sublet any part of the work contemplated hereunder, nor part with the control or charge thereof without the written consent of the Town. Without such permission, any attempted or actual assignment or sublet of the contract, or any portion thereof, may be treated by the Town as rendering the contract, or portions thereof, null and void.

The Contractor may, with the consent of and subject to the approval of the Town in each case, employ sub-contractors to supply material and perform parts of the work required herein. But the Town shall be notified in advance and approval secured before each sub-contractor is employed on the work. The employment of sub-contractors will not relieve the general contractor of full responsibility for all parts of the work.

2. Contractor to have Superintendent. The Contractor shall keep a competent superintendent on the grounds whenever any work is being done, who shall receive orders in the Contractor's absence and shall obey them as if received by him personally.

(E) CONTRACTOR RESPONSIBLE FOR WHOLE WORK.

1. The Contractor shall be responsible for the entire work until its final acceptance at the end of the maintenance/guarantee period and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said Contractor on requirement of the Town.
2. Defects. In case the nature of the defects is such that it is not expedient to have them corrected, the Town shall have the right to deduct from the amount due the Contractor on the final settlement of the

accounts, such sums of money as he/she considers a proper equivalent for the difference between the value of the materials or work specified and that furnished, or a proper equivalent for the damage.

3. Partial Payment Not Acceptance. It is also agreed that this is an entire contract for one whole and complete work, and that no partial payments on account by the Town nor the presence of the Engineer or inspectors, or their supervision or inspections of work or material, shall constitute an acceptance of any part of the work before its entire completion and final acceptance. Neither the acceptance by the Town or the Engineer, or any of their agents, employees or subordinates, of the whole or any part of the work, nor the connecting to or use of any of the work, embraced in this Contract, nor any payment for the work, nor any extension of time, nor any possession taken by the Town, shall operate as a waiver of any portion of this Contract (except the maintenance period which shall start when continual use begins, as provided below) or of any power or right herein reserved to the Town or the Engineer, or of any right of the Town to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided; and the Town shall also be entitled as a right to a writ of injunction against any breach of any of the provisions of this Contract.

(F) **COMMENCEMENT AND COMPLETION OF WORK.**

1. The Contractor shall commence work on the ground within ten (10) days of written Notice to Proceed Notification of the contract and shall prosecute the same in accordance with "**Section H - Time for Completion**" within the "**Information to Bidders Sections**" and a progress schedule prepared by him/her and approved in advance by the Town, and shall complete the said project and all work connected therewith not later than the time so stipulated therefore.
2. Extension of Time. If the Contractor is delayed in the prosecution or completion of the work by or on account of any act or omission of the Town, any public utility or agencies, or by strikes or causes beyond control of the Contractor, he shall be entitled to such reasonable extension of time for the completion of the work as may be decided upon by the Engineer, provided, however, that no claim for an extension of time for any reason shall be allowed unless within three (3) days after such delay occurs, notice in writing of the fact of said delay, its causes, and the extension claimed shall be given by the Contractor to the Engineer.

Although claims may be made for extensions of time due to delays beyond the control of the Contractor, no claims for damages or for extra payment shall be made against the Town because of such delays.

3. Normal Work Week. The normal workweek for the Town of Westerly is five (5) days, Monday through Friday. If the Contractor chooses to operate his/her work on a legal Holiday or on Saturday, he/she shall be required to obtain prior written permission, on a case by case basis, from the Town and he/she shall not assume that such permission will be granted. Unless otherwise especially permitted by the Town, no work shall be done between the hours of 6:00 P.M. and 7:00 A.M., nor on Sunday, except as necessary for the proper care and protection of the work and traffic. Work within State Highways will be performed between the hours permitted by the State.

(G) GUARANTEES.

1. Except as otherwise specified, all work, materials and equipment shall be guaranteed by the Contractor against all defects resulting from the use of inferior materials, equipment, or workmanship for not less than one (1) year from the date of final completion of the contract, or from full acceptance by the Town, whichever is earlier, unless otherwise specified herein.
2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which, in the opinion of the Engineer is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Town, and without expense to the Town:
 - a) Place in satisfactory condition in every particular of all such guaranteed work, correct all defects therein, and
 - b) Make good all damage to any applicable building, roadway or site, or equipment or contents thereof, which, in the opinion of the Engineer is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and
 - c) Make good any work or materials, or the equipment and contents of said building, roadway or site disturbed in fulfilling any such guarantee.
 - d) In any case where in fulfilling the requirements of the contract or of any guarantee embraced in or required thereby, the Contractor

disturbs any work guaranteed under another contract; he/she shall restore such disturbed work to a condition satisfactory to the Engineer and guarantee such restored work to the same extent as it was guaranteed under such other contract.

- e) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Town may have the defects corrected and the Contractor and his/her surety are liable for all expenses incurred.

(H) CONTRACTOR'S DUTIES AND LIABILITIES.

1. Laws and Regulations. The Contractor, in the prosecution of the work, shall comply with all local, state and federal laws and regulations, and with all ordinances, and he/she shall secure all necessary permits and licenses. This project is subject to all of the safety and health regulations (see 29 CFR 1518 as amended) promulgated by the U.S. Department of Labor on April 17, 1971, and as required by the Occupational Safety and Health Act (OSHA).

Note: Rhode Island law states that: All contractors who bid on municipal and state construction projects with a total cost of \$100,000 or more shall have an OSHA 10 hour construction safety program for their onsite employees.

2. Contractor Liable for Damages. The Contractor shall indemnify and save harmless the Town in which the work lies, and/or the State of Rhode Island and/or their respective officers, agents and servants against and from all damages, costs, expenses which they or any of them may suffer by, from or out of any and all claims for payment for materials and labor used and employed in the execution of this contract and also for injuries or damages received or sustained to person or property, or both, in consequence of or resulting from any work performed by said Contractor or of, or from any negligence in guarding said work or of, or from any act or omission of said Contractor, and said Contractor shall also indemnify and save harmless said Town from all claims under the Workmen's Compensation Act arising under or out of this contract.
3. Insurance. Prior to release of a Town of Westerly Purchase Order and authorization to begin the work, the successful bidder will be required to provide a Certificate(s) of Insurance listing the Town of Westerly as Additionally Insured. The minimum categories and amounts of insurance required for this project are as follows.

**STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS
FOR BIDS AND PERMITS**

(6/8/2016 revision)

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and effect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. **Certificates of Insurance:** The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. **Insurer Qualification:** All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- C. **Additional Insured:** To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. **Retroactive Date and Extended Reporting Period:** If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. **Subcontractors' Insurance:** The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. **Waiver of Subrogation:** The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against owner, architect, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

- G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage's of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.
- C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits:\$1,000,000 each occurrence
\$2,000,000 each occurrence if blasting is required
\$2,000,000 general aggregate with dedicated limits per project site
\$2,000,000 products and completed operations aggregate
\$1,000,000 personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air

or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

- 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

- D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

- E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits: Workers' Compensation: statutory limit

Employer's Liability: \$500,000 bodily injury for each accident

\$500,000 bodily injury by disease for each employee

\$500,000 bodily injury disease aggregate

- F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits: \$2,000,000 per occurrence/\$2,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

- G. Professional Liability (for consultants, engineers, and other individuals/businesses providing professional services)

Each Claim/Wrongful Act: \$1,000,000

Annual Aggregate \$1,000,000

Town of Westerly reserves the right to amend amounts of coverage required and type of coverage's provided based on work or service to be performed.

4. **Contractor Shall Protect the Public.** The Contractor shall execute the work in such manner as to interfere as little as possible with public travel; shall in accordance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD), provide railings or suitable barricades to

exclude persons and animals from trenches and obstructions, and to prevent accident or injury to workmen, other persons, vehicles or animals; shall cause a sufficient number of drum barricade channelizing devices and amber flashing electric lights to be activated at or near the works, from twilight in the evening until sunrise, shall furnish, set and maintain such "street closed", "warning", "detour", or other signs as may be necessary for the convenience of traffic or as may be directed by the Town and shall employ flag persons or additional safeguards when and as necessary, or when required by the Westerly Police Department, the Engineer, or the D.P.W. Flag persons shall be employed when the Contractor's operations reduce traffic to less than two-way travel.

5. Patents. The Contractor shall defend any suits or proceedings brought against the Town for alleged infringements of patents by or by reason of any method of construction or appliances, or material furnished under this contract, and shall pay any damages or costs that may be awarded against the Town as a result of such suits, free of all expense to the Town.

(I) **AVOIDANCE OF CONTRACT.**

1. If the work to be done under this agreement shall be abandoned, or at any time suspended for three (3) days without reasonable cause, or if this contract shall be assigned without the written consent of the Town, or if at any time the Town shall be of the opinion that the said work is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in it's opinion, being so delayed that said work cannot be completed within the required time, the Engineer may give written notice, postage prepaid, to the Contractor, at his business address, to that effect. If the Contractor shall not, within ten (10) days after the mailing of such notice, take such measures as will, in the judgment of the Engineer, insure the satisfactory completion of the work, the Engineer shall then notify the Contractor in writing, to discontinue all work under this contract; and it is hereby agreed that the Contractor shall thereupon at once stop work, and cease to have any right or claim to possession of the ground or such part thereof as the Town may designate; and the said Town may, by means of such other agents or contractors as shall to him seem advisable, complete the work therein described, or such part thereof as it may deem necessary, and may take possession of, and use all implements, tools, materials or facilities used for, or in connection with the operations or the fulfillment of this contract except as otherwise provided in this contract.

The Contractor shall not remove any portion of the plant or any materials after receiving such notice as aforesaid. And the Town is hereby authorized and empowered to apply sums of money due, or to become due, to said Contractor, under this contract, by way of reduction in damages, and as part payment of such additional expense incurred by the Town as aforesaid.

2. The Town May Protect Work. It is, however, mutually agreed that the Town, at its discretion and at the Contractor's expense, may immediately, upon the cessation of work or thereafter, take measures to protect the work under construction, the adjacent ground, pipes, and other structures where, in his/her opinion, safety requires such work to be done at once.

(J) COMPENSATION.

1. Prices Bid Include Full Compensation. The prices stated in said proposal include full compensation not only for furnishing all the labor, material and building the required structures and facilities if required, but also for assuming all risk as to the nature of the roadways, soil and the action of the elements; for all excavation and backfilling of the same; for the removal of, and delay and damage occasioned by any trees, stumps, tracks, timber, masonry, above and below ground utilities and services or other obstacles; for removing, protecting, repairing or restoring, all pipes, mains, drains, sewers, conduits, above and below ground utilities and services, curbs, walks, fences, tracks, or any other obstacles, whether shown on the plans and details or not; for pumping, damming, draining, or otherwise handling or removing, without damage to the work or to other parties, all water or sewage from whatever source which might affect the work or its progress; for all fencing, lighting, watching, special police, signs and bridging, necessary to maintain, direct and protect travel on streets, walks and private ways, for making all provisions necessary to maintain and protect buildings, fences and other structures, and all public and private property affected by this work, and for the repair of such structures, and such property if injured by neglect of such provisions; for removing all surplus or condemned materials as may be directed; for replacing, repairing and maintaining the surface of the street or private land, if affected by work performed under this contract; for furnishing the requisite filling in case of deficiency or lack of suitable material, for obtaining all permits and licenses, and for any expense on account of the use of any patented device or process; for all expense incurred by or on account of the suspension or discontinuance of said work; for the cost of adequate insurance, for keeping records and making reports as required by this contract, and for all general and incidental expense, and for furnishing all

tools, materials and supervision, implements and labor, required to build and put in complete working order the said project and all structures appertaining thereto, in accordance with this contract and specifications.

2. Estimates and Payments- Retainage Required. The Engineer together with the Contractor shall, once in each calendar month or as often as agreed upon, make an estimate in writing of the total amount of work done and accepted to the time of such estimate, and the value thereof. The Town shall retain five (5) percent of such estimated value as part security for the fulfillment of this contract by the Contractor, and shall monthly pay to the Contractor while carrying on the work, the balance not retained as aforesaid after deducting there from all previous payments and all sums to be kept or retained under the provisions of this contract. But it is understood that such estimates are subject to adjustment on the final estimate, and that they shall be made only when work progresses in accordance with the provisions of this contract.

The Engineer shall, as soon as practical after the completion of all work under this contract and acceptance, make a final estimate of the amount of work done there under and the value of such work. The Town shall retain five percent (5%) of such estimated value as part security for the fulfillment of this contract by the Contractor and shall, within thirty (30) days after such final estimate is so made and is approved by the Town, pay to the Contractor the balance not retained as aforesaid, after deducting all previous payments and all sums to be kept or retained under the provisions of this contract.

As the disbursing practices of the Town permit, the five percent (5%) retained shall be paid to the Contractor within sixty (60) days from the date that all work done hereunder is completed and accepted by the Town unless a dispute exists with respect to the work; if not, then as soon thereafter as the dispute is resolved. The work done hereunder shall not be considered as completed and finally accepted unless and until evidenced by a letter of final acceptance by the Town Engineer.

The Town may, at its discretion and at any time, withhold so much of any payments due, or to become due under this contract, to the Contractor, as it may deem necessary to settle all claims against the Contractor which may arise under this contract, including all claims for labor or materials furnished to the Contractor, notice of which shall have been filed in the office of the Engineer, and may retain the same until the Engineer shall be satisfied that the said Town, its agents and servants will be fully protected from any loss and indemnified for all damage for which the Contractor may become liable, and that all parties who may have claims against the Contractor for work done or materials furnished on account of this contract have been fully paid.

(K) RELEASE OF LIENS & CONSENT OF SURETY

1. Release of Liens and Consent of Surety as noted below are required as a condition of receipt of final payment.

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Town (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Town or the Town's property might be responsible or encumbered (less amounts withheld by Town) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Town, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and, (5) if required by the Town, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Town. If a Subcontractor refuses to furnish a release or waiver required by the Town, the Contractor may furnish a bond satisfactory to the Town to indemnify the Town against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Town all money that the Town may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

SCOPE OF WORK

GENERAL SCOPE OF WORK: The Town of Westerly is seeking bid proposals from qualified Landscaping Contractors to furnish and install approximately twenty six (26) 'Green Giant' Thuja plicata Arborvitae (10' min. height) woody trees, and installation of up to eight (8) owner supplied shrub/tree plantings (refer to attached site plan for specific sizes) within or adjacent to the Winnapaug Tank Facility property located at #156 Winnapaug Road and abutting properties. Access to the individual abutting properties for installation and maintenance of landscaping items installed under this Contract shall be through the Town's Winnapaug Tank Facility property at #156 Winnapaug Road - as indicated on the within attached Site Landscaping Plan

The Landscaping Contractor will be required to provide watering maintenance for the installed woody plants, shrubs or tree items for an estimated period of forty-five (45) days. Installed items shall be watered twice (2) per weeks after installation and once (1) per week (weather dependent) for the remainder of the forty-five (45) day maintenance period. **Prospective Bidders shall note that the maintenance period may coincide with the Town's Perimeter Fence Contract work and require that the Town supplied watering hoses be placed over or under the installed perimeter fence during the required maintenance period.**

Contractor will be required to include all incidental costs associated with general conditions, bond costs, insurance costs, administrative costs, permit fees, maintenance and protection of traffic, traffic signage, drums, barrels, cones, flaggers, restoration of disturbed lawn areas, legal offsite disposal of excess soil materials, providing watering efforts through the required forty-five (45) day maintenance period, replacement of damaged or unsatisfactory items installed under the Contract until expiration of the one (1) Warranty Period, and other necessary items and/or as directed by the Engineer; within the unit price bid items submitted as part of the general bid within the accompanying Bid Form.

BID FORM PROPOSAL

TOWN OF WESTERLY – PUBLIC BID 2016-043
WINNAPAUG TANK AREA LANDSCAPING CONTRACT
LOCATED AT #156 WINNAPAUG ROAD, WESTERLY, RI

Date: _____

Name of Bidder: _____

Address: _____

A. The Undersigned proposes to furnish all labor, materials, watering maintenance requirements and incidentals required for the Landscaping Improvements at or adjacent the project limits to #156 Winnapaug Road, Westerly, RI as specified herein under this Contract and as directed by the Engineer.

B. This Bid includes acknowledgement and acceptance of the following Addenda:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Item 1: Furnish, Install & Maintain Thuja Plicata Arborvitae (10' min. height) 'Green Giant', the unit price of

_____ Dollars (\$ _____) per
Each (EA).

Total for estimated quantity of **26 Each** (\$ _____).

Measurement and Payment: This Item will be made at the Contract Unit Price per each for 'Green Giant' Arborvitae trees items furnished, installed and maintained by the Landscaping Contractor as directed by the Engineer and accepted by the Engineer. Payment shall include preparation of planting bed location, furnishing and installing mulch per the contract details herein, disposing of excess soil materials to a legal offsite location, installation of stake/anchoring devices, maintenance watering, and restoring disturbing areas to original condition. **Refer to attached Site Plan for Planting Legend for sizes and approximate planting location to be coordinated with each abutting property owner.**

Item 2: Install and Maintain Owner (Town) Supplied Dwarf Tree/Shrub Plantings, the unit price of

_____ Dollars (\$) per
Each (EA).

Total for estimated quantity of **8 Each** (\$_____).

Measurement and Payment: This Item will be made at the Contract Unit Price per each for Owner (Town) supplied dwarf tree/shrub plantings as delivered to #156 Winnapaug Road by Town work forces which will be installed and maintained by the Landscaping Contractor as directed by the Engineer and accepted by the Engineer. Payment shall include preparation of planting bed location, furnishing and installing mulch per the contract details herein, disposing of excess soil materials to a legal offsite location, installation of stake/anchoring devices, maintenance watering, and restoring disturbing areas to original condition. **Refer to attached Site Plan for Planting Legend for sizes and approximate planting location to be coordinated with each abutting property owner.**

BID SUMMATION

The sum of the bid amounts listed above, based upon the estimated quantities and bid prices appearing herein, is computed to be

_____dollars
(\$_____); it is understood that this summary amount is not part of the bid, but it is inserted herein solely for convenience in comparing bids at the time of opening.

Note: Above price tax exempt.

Representing the Bidder indicated above, I hereby certify that the offered proposal meets all of the specifications of the Town of Westerly except as are noted on the exception sheet.

Name: _____

Title: _____

Signature: _____

EXCEPTIONS TO MINIMUM SPECIFICATIONS:

Company: _____

By: _____

SPECIFICATIONS

SECTION 02900 – PLANTING

SECTION 02920 – SEEDING AND SODDING

SECTION 02900
PLANTING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide all facilities, labor, materials, tools, equipment, appliances, transportation, supervision, and related work necessary to complete the work specified in this Section, and as shown on the Drawings and as required within the Bid Package.
- B. The work of this Section includes the planting work as indicated on the drawings and/or as specified herein. Information on plant species, sizes, locations, and planting details are located in the Drawings. The work shall include, but not be limited to, the provision and installation of trees, shrubs, and groundcover plants, and associated staking, fertilizing, backfill soil mix, maintenance, clean-up, and the guarantee.

1.02 RELATED SECTIONS

- A. Carefully examine all of the Contract Documents for requirements that affect the work in this Section. Other Specification Sections that directly relate to the work of this Section include, but are not limited to, the following:
 - Section 02920: Seeding and Sodding

1.03 REFERENCE STANDARDS

- A. References herein to any technical society, organization, group or body are made in accordance with the following abbreviations and, unless otherwise noted or specified, all work under this Section shall conform to the latest edition as applicable:
 - ASNS: American Standard for Nursery Stock prepared by the American Association of Nurserymen
 - AOAC: Association of Official Agricultural Chemists
 - SPN: Standardized Plant Names as Designated by the American Joint Committee on Horticultural Nomenclature

1.04 LAWS AND REGULATIONS

- A. All work shall conform to the Drawings and Specifications and shall comply with applicable codes and regulations.
- B. Comply with the rules, regulations, laws and ordinances of all authorities having jurisdiction. All labor, materials, equipment and services necessary to make the Work comply with such requirements shall be provided without additional cost to the Owner.
- C. The Contractor shall arrange for and obtain all permits and licenses required for the complete work specified herein and shown on the Drawings. Any fees not waived shall be paid for by the Contractor.
- D. The Landscape Contractor is required to contact "Dig Safe" prior to doing any excavation on the site. If any work is to be done around underground utilities, the appropriate authority of that utility must be notified of the impending work. The Landscape Contractor shall be responsible for any damages to existing utilities, which shall be repaired or paid for by the Landscape Contractor.

1.05 EXAMINATION OF SITE CONDITIONS AND DOCUMENTS

- A. The Contractor shall have a clear understanding of existing conditions of the site before submitting his bid, and shall be fully responsible for carrying out all site work required to properly execute the work of the bid, and shall be fully responsible for carrying out all site work required to properly execute the work of the contract. Regardless of the conditions encountered in the actual work, no claim for extra compensation or extension of time will be allowed on account of actual conditions inconsistent with those assumed.
- B. Plans, surveys, measurements and dimensions under which the work is to be performed are believed to be correct to the best of the Owner's knowledge, but the Contractor shall have examined them for himself during the bidding period, as no allowance will be made for any error or inaccuracies that may be found therein.
- C. All areas to be planted shall be inspected by the Contractor before starting work and any defects such as incorrect grading, etc., shall be reported to the Owner prior to beginning this work. The commencement of work by the Contractor shall indicate his acceptance of the areas to be planted, and he shall assume full responsibility for the work of this section.
- D. Any potential problems as to either suitability or availability of plant material as noted by the Landscape Contractor shall be brought immediately to the attention of the Owner.

1.06 SUBMITTALS

- A. Manufacturer's Product Data
 - 1. Specifications Instructions: Submit material specifications, manufacturer's literature and installation instructions where applicable attesting that the following materials meet the requirements specified:
 - a. Fertilizer
 - b. Anti-desiccant
 - c. Mulch
 - d. Stakes/Guy
- B. Certificates
 - 1. A Certificate of Compliance to the Specifications shall be submitted by the nursery grower with each shipment of each type of plant, certifying that plants meet the genus, species, cultivator type, and size specified on the plant list prior to installation.
- C. Maintenance Manual
 - 1. The Landscape Contractor shall submit a written manual, prepared for the Owner that outlines a schedule for proper maintenance of the plantings. This schedule should include timing and methods for watering, fertilization, mulching, pruning and other maintenance operations.
 - 2. The Maintenance Manual shall be provided to the Owner after installation and before final acceptance.

1.07 QUALITY ASSURANCE

- A. Conduct all planting operations by experienced personnel under competent supervision. Education, experience and/or certification or license by appropriate organization may be reviewed to evaluate competence.

- B. Work to be done shall be coordinated with all other trades on-site. Work includes furnishing all labor, materials, equipment and services required to complete all planting indicated on the drawings, and as specified in this Section.
- C. Plant Approval: All plants on the Plant List shall be pre-selected by the Landscape Contractor to ensure that plants of specified size and species are available at the nursery before the plant selection trip is scheduled.

1.08 TESTING LABORATORY SERVICES

- A. Note that any and all materials and procedures with respect to soil additive and fertilizers, contained herein are approximate and that all soil additives will be adjusted to comply with onsite soil conditions.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver plant materials to site in healthy and undamaged condition.
- B. All plants on-site shall meet the requirements specified on the planting plan. Any plant material on-site that does not meet the criteria specified shall be replaced with approved plants at the Contractor's expense. Prior approval of plants at the source shall not alter the right of inspection or rejection at the site or during the progress of the work.
- C. Move plant material with solid balls wrapped in burlap or synthetic wrapping.
- D. Deliver plant materials immediately prior to placement. Keep plant materials moist. As required by temperature or wind conditions, apply anti-desiccant emulsion to prevent drying out of plant materials.
- E. Reject plants when ball of earth surrounding roots has been cracked or broken preparatory to or during process of planting.
- F. Reject plants when burlap, staves and ropes required in connection with transplanting have been displaced prior to acceptance.

1.10 GUARANTEE

- A. Provide one-year guarantee from date of tree and plant material acceptance.
- B. Replace plant materials found dead or not in a healthy growing condition. Plants shall exhibit at least 75% healthy branching and foliage, and be free of insect or disease damage. Replace plants during normal planting season.
- C. Replacements: Plant materials of same size and species, with a new warranty commencing on date of replacement.
- D. Subject all replacement materials and workmanship to the requirements of this Section.

1.11 INSPECTION FOR ACCEPTANCE

- A. After the minimum forty-five - (45) day maintenance period, the Contractor shall request an inspection to determine whether the plant material is acceptable. If the plant material and workmanship are acceptable, written notice will be given to the Contractor stating that the guarantee period begins from the date of the Certificate of Acceptance.
- B. If a substantial number of plants are sickly and dead at the time of inspection, acceptance will not be granted, and the Contractor's responsibility for maintenance of all the plants shall be extended until replacements are made. All dead and unsatisfactory plants shall be promptly removed from the project. Replacements shall conform in all respects to the specification for new plants and shall be planted in the same manner.

PART 2 - PRODUCTS

2.01 PLANT MATERIAL

- A. The Contractor shall furnish and plant all plants shown on the drawings. Plants shall conform to measurements and species designated on plant list and standards as established in American Standard for Nursery Stock ANSI Z60.1-1990 or as most recently amended. No substitutions will be accepted. Such requests shall be made at least five (5) days before planting. Requests shall list at least five (5) major nursery sources contacted for confirmation of unavailability.
- B. All plant material shall be nursery grown and shall be shapely, well grown, healthy, sound and free of disease, insect pests, eggs or larvae, and shall have a well-developed root system. All plants shall be typical of their species or variety and shall have a normal habit of growth. They shall conform to the trade classification of "heavy specimen".
- C. All trees and shrubs shall be freshly dug; no heeled-in plants and no plants from cold storage will be accepted. Plants shall have been transplanted or root pruned at least once in the last 3 years. All plants shall be hardy under climatic conditions similar to those in the locality of the project. All plant materials shall be properly identified by name on legible, weatherproof labels securely attached thereto.
- D. Container grown plants shall have sufficient roots to hold planting mix intact after removal from containers without being root-bound.
- E. Plants that meet the measurements specified, but do not possess a normal balance between height and spread, shall be rejected.
- F. Plants shall not be pruned before delivery. Trees that have a damaged or crooked leader, or multiple leaders, will be rejected. Trees with abrasion of the bark, sunscalds, disfiguring knots or fresh cuts of limbs over 1-1/4-inches that have not completely calloused will be rejected.
- G. Certificates of inspection shall accompany the invoice for each shipment of plants as may be required by laws for transportation. File certificates with the construction manager prior to unloading of the material. Inspection at place of growth does not preclude rejection of the plants at the site.
- H. Plant material that is to be planted after the specified seasons for planting shall be dug during the normal season for digging of the particular plant material and be stored and maintained in good health until planting. The Contractor shall assume all costs for maintaining plant material while it is being stored.
- I. Plant List: If there is any discrepancy between quantities shown on the Plant List and work shown on the Drawings, the Landscape Contractor shall supply the plants necessary to complete the work as intended on the plan. Where the size of a plant on the Plant List is a variation between a minimum and maximum dimension, the sizes of the plants furnished will be equal to the average of the two dimensions. Where a single dimension is given, this dimension represents the minimum size of the plants to be furnished.

2.02 SOIL CONDITIONING MATERIALS

- A. Apply conditioning materials in accordance with the recommendations of the testing laboratory.
- B. Limestone for adjustment of soil pH shall be ground dolomitic limestone containing not less than 85 percent of total carbonated and shall be ground to such a fineness that 40 percent will pass through a 100-mesh sieve and 90 percent will pass through a 20-mesh sieve. Coarser material shall be acceptable provided specific rates of application are

increased proportionately on the basis of quantities passing the 100-mesh sieve. The lime shall be uniform in composition, dry and free flowing. It shall be delivered to the site in original unopened containers; each bearing manufacturer's guaranteed analysis.

- C. Commercial Fertilizer shall conform to State and Federal fertilizer laws. It shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted. At least 50 percent by weight of the nitrogen contents of the fertilizer shall be derived from organic sources. A minimum of 35% of the nitrogen shall be water insoluble. Fertilizer shall contain not less than percentage of weight of ingredients as follows or as recommended by soil analysis:

For deciduous (dry)	10%	6%	4%
Trees and shrubs (water soluble)	6%	19%	16%
For evergreen (dry)	7%	7%	7%
Trees and shrubs (water soluble)	21%	7%	7%

- D. Humus shall be natural humus, reed peat or sedge peat. It shall be free from excessive amounts of zinc, low in wood content, free from hard lumps and in a shredded or granular form and shall pass through a 1/2-inch mesh screen. According to the methods of testing of the A.O.A.C., latest edition, the acidity range shall be approximately 5.5 pH to 7.0 pH and the organic content shall be not less than 60% as determined by drying at 105 degrees C. The minimum water absorbing ability shall be 200% by weight on an oven-dry basis.
- E. Peat moss shall be composed of the partly decomposed stems and leaves of any or several species of sphagnum moss. It shall be free from wood, decomposed colloidal residue and other foreign matter. It shall have an acidity range of 3.5 pH to 5.5 pH as determined in accordance with the methods of testing of A.O.A.C., latest edition. Its water absorbing ability shall be a minimum of 1,100% by weight on an oven-dry basis.
- F. Manure shall be well-rotted, unleached stable manure not less than eight months and not more than two years old. It shall be free from sawdust, shavings, or refuse of any kind and shall not contain over 25% straw. The Contractor shall furnish information as to kind of disinfectant or chemicals, if any, that may have been used in storage of the manure.
- G. Bone meal shall be fine ground, steam-cooked, packinghouse bone with a minimum analysis of 23% phosphoric acid and 1.0% of nitrogen.
- H. Leaf mold shall be a highly organic dark brown to black spongy residue resulting from the well aerated composting of deciduous tree parts, free of plants and their roots, debris and other extraneous matter and shall be uncontaminated by foreign matter and substances harmful to plant growth. The organic matter shall not be less than 85% by weight as determined by the loss on ignition of oven-dried samples. Test samples shall be oven-dried to a constant weight at a temperature of 16 degrees C. The inorganic residue after ignition shall not be finer textured than 4% by weight passing the number 200 sieve with washing.
- I. Mulch: Native shredded pine bark (dark color), 100 percent organic, having a moisture content not exceeding 40 percent, free of any disease or insects, and shall pass a 1-inch square mesh and be retained on a 1/8-inch square mesh.

2.03 PLANT BACKFILL MIXTURE

- A. Plant backfill mixture shall consist of 75 percent topsoil and 25 percent peat moss or leaf mold by volume, thoroughly mixed together. In addition to this, mix in fertilizer, cow

manure, and other additives as required by recommendations of the testing laboratory reports.

- B. The plant backfill mixture shall have an acidity range of between 5.5 pH and 7.6 pH.

2.04 WATER

- A. ~~Water shall be furnished by the Contractor and will be suitable for irrigation and free from ingredients harmful to plant life. Hose and other watering equipment required for the work shall be furnished by the Contractor.~~
- B. **Water for suitable irrigation and free from ingredients harmful to plant life will be provided to the Contractor and at no cost to the Contractor. An onsite hydrant at the existing Winnapaug Tank with fitting attachments and several hose runs will be supplied by the Westerly Water Department for the Contractor's use during the forty-five (45) day maintenance period or until acceptance by Town.**

2.05 STAKING AND WRAPPING MATERIALS

- A. Wire for staking and guying shall be pliable annealed galvanized twisted steel wire, galvanized eyebolts and galvanized turnbuckles of sufficient strength to withstand wind pressure.
- B. Standard manufactured tree-wrapping paper (equal to "Grizzly Bear" tree wrapping paper as manufactured by Ludlow Corp., Needham, Mass.) of heavy waterproof crepe paper in 4-inch wide strips, brown in color and fastened by lightly tarred medium or coarse sisal yarn twine.
- C. Hose to encase wires and cables shall be new two-ply reinforced rubber garden hose not less than 1/2-inch in diameter, black in color.
- D. Stakes shall be hardwood stakes, stained dark brown, and pointed at one end. Size and length as required for staking or guying per detail.
- E. Material for supporting trees shall be in accordance with the following schedule:

Tree Size	Staking Material	Wire	Turn-buckle or Flag
2- to 3-1/2-inch caliper (deciduous)	2-inch by 2-inch hardwood stake (three stakes required)	1/8" diameter, single standard wire	3-1/2 inches
3-1/2 to 6-inch caliper (deciduous)	6-inch ground anchor deadman 6-inch diameter by 2 feet (three guys required)	3/16" diameter triple stranded with cable	6 inches with flag
5- to 7-foot (evergreen)	2-inch by 3-inch by 3-foot hardwood stake, staining optional (three guys required)	1/8" diameter, single stranded wire	3-1/2 inches with flag
7- to 12-foot (evergreen)	2-inch by 4-inch by 3-foot hardwood stake, staining optional, or	3/16" diameter, triple stranded cable	8 inches with flag

4-inch ground anchor
(three guys required)

2.06 ANTI-DESICCANT

- A. Anti-desiccant emulsion that provides a protective film over plant surfaces, permeable enough to permit transpiration, delivered in containers with manufacturer's directions ("Wiltpruf", manufactured by Nursery Specialty Products, Inc., Stubbins Road, Groton Falls, New York, or approved equal). Apply according to manufacturer's recommendations.

PART 3 - EXECUTION

3.01 INSPECTION AND PREPARATION OF PLANTING AREAS

- A. All planting areas shall be inspected by the Contractor before starting work.
- B. Any defects, such as incorrect grading, etc., shall be reported to the Owner prior to beginning work.
- C. Commencement of work by Contractor indicates acceptance of and full responsibility for planting areas.

3.02 PLANTING DATES

- A. Plant within the following dates:
 - 1. Evergreen trees and shrubs:
Spring: April 1 - June 1
Fall: September 1 - November 1
 - 2. Deciduous trees and shrubs:
Spring: April 1 - June 15
Fall: October 1 - November 15
 - 3. Planting shall be prohibited in frozen or muddy ground.

3.03 EXCAVATION OF TREE PITS AND SHRUB BEDS

- A. Stake out on the ground the locations for trees and the outlines of all beds.
- B. If rock, underground construction work, tree roots or obstructions are encountered in the excavation of shrub beds and tree pits, alternate locations may be selected by the Owner.
- C. Test drainage of plant beds and pits by filling with water twice in succession. Conditions permitting, the retention of water for more than 24 hours shall be brought to attention of the Owner.
- D. Notify the Owner in writing of all soil or drainage conditions that the Contractor considers detrimental to growth of plant material.
- E. Excavate tree pits and shrub beds to depths required by plan details. All pits shall be circular in outline, except for whole beds, and have vertical sides.

3.04 PLANTING

- A. Place plants in the center of the holes. Use planting mix to backfill plant pits. Place planting mix in layers not to exceed 8 inches and roll or tap.

- B. Set plants at same relationship to, or slightly above, finished grade as they bore to the ground from which they were dug. Set planting plumb and turned as directed and brace rigidly in position until the planting mix has been tamped solidly around the ball and roots. When plant pits have been backfilled approximately two-thirds full, water thoroughly before installing remainder of the planting soil. Eliminate air pockets. Cut ropes or strings from top of ball after plant has been set. Leave burlap or cloth wrapping intact around balls. Turn under and bury portions of burlap exposed at top of ball. If synthetic wrap, remove completely.
- C. Form 6" deep saucers around tree pits and shrub beds.
- D. Mulch all pits and beds to depth indicated on plan details immediately after planting and first watering.
- E. Water all plants immediately after planting. All plants shall be flooded with water twice within first 24 hours of planting.

3.05 TREE WRAP

- A. Spiral wrap trunks of deciduous trees of 1-1/2 inch caliper or more to the second branches of tree. Wrap from bottom up starting at the base and overlapping 1-1/2 inches. Tie wrapping securely in place with twine at 15" intervals. Manufacturer's labeling shall not be visible on wrapped tree. Remove wrapping at end of guarantee period.

3.06 TREE SUPPORT

- A. Firmly stake or guy all trees immediately after planting. Plants shall stand plumb after staking or guying. Stakes shall be plumb and neat, and installed in accordance with the details.
- B. Support plants upright in position by guy wires or stakes. Refer to Article 2.05 of this Specification.

3.07 PRUNING

- A. Each tree and shrub shall be pruned in accordance with American Nurserymen Association standards to preserve the natural character of the plant and in a manner to meet its particular requirements in the landscape.
- B. Pruning and trimming shall include the following:
 - 1. Remove all dead wood, suckers and broken or badly bruised branches. Never cut a leader.
 - 2. Use only clean, sharp tools.
- C. Apply anti-desiccant to foliage if conditions warrant.

3.08 CLEAN-UP

- A. Soil or other material brought onto paved areas shall be promptly removed. Keep paved areas clean at all times.
- B. Upon completion of work under this section, all excess stones, debris and soil resulting from work under this section, which have not previously been cleaned up, shall be cleaned up and removed from the project site.
- C. Broom and hose clean all pavements.
- D. Repair any damage to site or structures to restore them to original condition at no additional cost to the Owner.

3.09 MAINTENANCE AND PROTECTION OF PLANTINGS

- A. Maintenance shall begin immediately after each plant is planted and shall continue until acceptance.
- B. Maintenance shall include but not be limited to the following:
 - 1. Maintenance of new planting shall consist of pruning, watering, cultivating, weeding, mulching, tightening and repairing of stakes or guys, resetting plants to proper grades or upright position, restoration of the planting saucer and furnishing and applying such sprays as are necessary to keep the planting free of insects and disease.
 - 2. Planting areas and plants shall be protected at all times against trespassing and damage of all kinds for the duration of the maintenance period. If any plants become damaged or injured, they shall be treated or replaced as directed at no additional cost.
 - 3. **All plantings shall be thoroughly saturated at least twice per week during first two (2) weeks of the forty-five (45) day maintenance period and once (1) per week thereafter until the maintenance period has expired. This requirement may be waived by the Town if sufficient rainfall events occur during the maintenance period with the Town's written approval.**
- C. The Contractor shall provide a maintenance manual for all plant material under his direction as specified in Section 1.06C of this Specification. This manual shall contain all necessary maintenance and scheduling information that will enable the Owner to maintain new plantings in a vigorous condition.

3.10 REJECTION AND REPLACEMENT

- A. Promptly remove rejected plant material from site.
- B. Replace as soon as planting conditions permit all such rejected material with plants of same species and of the quality stated in Contract documents.

3.11 ONE YEAR GUARANTEE INSPECTION

- A. One year after the date of acceptance, the Owner shall conduct an inspection of the condition of the plantings. The Landscape Contractor shall replace any dead or unhealthy plants at this time.
- B. The Landscape Contractor shall remove tree wraps and tree support systems on nursery-grown plants at this time.

END OF SECTION 02900

SECTION 02920
SEEDING AND SODDING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contractor shall provide all facilities, labor, materials, tools, equipment, appliances, transportation, supervision, and related work necessary to complete the work specified in this Section, and as shown on the Drawings.
- B. The work of this Section includes furnishing, spreading, and fine grading of topsoil, application of lime and fertilizer, seeding, mulching, and maintenance of seeded and sodded areas. Work shall also be for the loaming & seeding of disturbed areas incidental to the work of the this Site Landscaping & Plant Contract.

1.02 RELATED SECTIONS

- A. Carefully examine all of the Contract Documents for requirements that affect the work in this Section. Other Specification Sections that directly relate to the work of this Section include, but are not necessarily limited to, the following:
 - Section 02900 – Planting

1.03 REFERENCE STANDARDS

- A. References herein to any technical society, organization, group or body are made in accordance with the following abbreviations, and unless otherwise noted or specified, all work under this Section shall conform to the latest edition as applicable:
 - ASTM: American Society of Testing and Materials
 - AOAC: Association of Official Agricultural Chemists

1.04 LAWS AND REGULATIONS

- A. All work shall conform to the Drawings and Specifications and shall comply with applicable codes and regulations.
- B. The Contractor shall comply with all rules, regulations, laws and ordinances of all authorities having jurisdiction. All labor, materials, equipment and services necessary to make the Work comply with such requirements shall be provided without additional cost to the Owner.
- C. The Contractor shall arrange for and obtain all permits and licenses required for the complete work specified herein and shown on the Drawings. All fees shall be paid by the Contractor.
- D. The Landscape Contractor is required to contact "Dig Safe" prior to doing any excavation on the site. If any work is to be done near underground utilities, the appropriate authority of that utility must be notified of the impending work. The Landscape Contractor shall be responsible for any damages done by himself or his workmen to existing utilities, and shall repair or pay for said damages.

1.05 JOB CONDITIONS

- A. By submitting a bid, the Contractor affirms that he has carefully examined the site and all conditions affecting work under this Section. No claim for additional costs will be allowed because of lack of full knowledge of existing conditions.

- B. Plans, surveys, measurements, and dimensions under which the work is to be performed are believed to be correct, but the Contractor shall have examined them for himself during the bidding period, as no additional compensation will be made for errors or inaccuracies that may be found therein.

1.06 SUBMITTALS

- A. Submit a manufacturer's Certificate of Compliance to the Specifications and copies of catalog cuts for review and acceptance for fertilizer, lime, seed, and sod, as applicable to the project, reflecting that they comply with this specification.
- B. Submit hydroseed procedure and application rates for approval by the Engineer that includes the number of pounds of wood fiber mulch and tackifier to be used per one hundred (100) gallons of water. This statement shall also specify the number of square feet of seeding that can be covered with the quantity of solution in the hydroseeder.
- C. Prior to substantial completion, submit a written manual to the Owner that outlines a schedule for proper maintenance of the lawns. This schedule should include timing and methods for mowing, watering, aeration, fertilization, liming, and other lawn maintenance operations.
- D. Submittal Schedule
 - 1. Before installation:
 - a. Manufacturer's Product data
 - b. Seed Certification
 - c. Hydroseed mix
 - 2. After Installation and before acceptance:
 - a. Maintenance Manual

1.07 QUALITY ASSURANCE

- A. All work under this Section shall be performed by workmen experienced in lawn installation under the full time supervision of a qualified foreman.
- B. Work to be done shall be coordinated with all other trades on site. Work includes furnishing all labor, materials, and equipment required to complete the project, in accordance with the Drawings and terms of the Contract. All previously established grades shall be maintained according to the Drawings and Specifications.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver material to the site in original, unopened packages, showing the weight, manufacturer's name and guaranteed analysis.
- B. Store materials in such a manner that their effectiveness and usability will not be diminished or destroyed. Materials shall be uniform in composition, dry, unfrozen and free flowing.

1.09 INSPECTION FOR ACCEPTANCE

- A. Conditions of Acceptance
 - 1. Acceptance shall be given for the entire portion of the lawn areas. No partial acceptance shall be given.
 - 2. Lawns shall exhibit a uniform, thick, well-developed stand of grass. Lawn areas shall not have bare spots in excess of four inches in diameter and bare spots shall comprise no more than two percent of the total area of that lawn.

3. Lawn areas shall not exhibit signs of damage from erosion, washouts, gullies, or other causes.
 4. Pavement surfaces and site improvements adjacent to lawn areas shall be clean and free of spills or overspray from the placing or handling of topsoil and seeding operations.
- B. Inspection and Acceptance
1. Upon written request of the Contractor, the Owner shall inspect all lawn areas to determine the completion of Contract work. This request must be submitted at least five days prior to the anticipated inspection date.
 2. If the lawn areas are not acceptable, the Contractor shall complete corrective measures and shall extend the maintenance period as necessary for the completion of the work. The Contractor shall be required to request a second inspection of the lawns as described above. This process shall be repeated until the total area of the lawn being inspected is acceptable.
- C. Site Cleanup
1. The Contractor shall leave the site in a clean and neat condition. Final acceptance will not be granted until this condition is met.

PART 2 - PRODUCTS

2.01 SOIL CONDITIONING MATERIALS

- A. Lime: Lime shall be approved agricultural limestone containing no less than 50 percent total carbonates, and 25 percent total magnesium with a neutralizing value of at least 100 percent. The material shall be finely ground so that 40 percent will pass through a No. 100 U.S. Standard Sieve, and 98 percent will pass through a No. 20 U.S. Standard Sieve. The lime shall be uniform in composition, dry and free flowing, and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any lime that becomes caked or otherwise damaged (making it unsuitable for use) will be rejected.
- B. Fertilizer: Fertilizer shall be a complete, standard product complying with State and Federal Fertilizer Laws. The fertilizer shall be uniform in composition, dry and free flowing, and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Fertilizer shall contain the following minimum percentage of available plant food by weight: 10 percent nitrogen, 10 percent phosphorus, 10 percent potash, in which 75 percent of the nitrogenous elements shall be derived from organic sources or Urea-form. Exact percentages of fertilizer may vary in accordance with the soil test report. Any fertilizer that becomes caked or otherwise damaged (making it unsuitable for use) will be rejected.
- C. Superphosphate: Superphosphate shall be composed of finely ground phosphate rock, as commonly used for agricultural purposes, and containing not less than 20 percent available phosphoric acid. The superphosphate shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Any superphosphate that becomes caked or otherwise damaged (making it unsuitable for use) will be rejected.

2.02 WATER

- A. ~~Water shall be furnished by the Landscape Contractor unless otherwise specified prior to bidding and shall be suitable for irrigation and free from ingredients harmful to plant life.~~
- B. ~~Hoses and other watering equipment required for the work shall be furnished by the Landscape Contractor.~~

- C. **Water for suitable irrigation and free from ingredients harmful to plant life will be provided to the Contractor and at no cost to the Contractor. An onsite hydrant at the existing Winnapaug Tank with fitting attachments and several hose runs will be supplied by the Westerly Water Department for the Contractor's use during the forty-five (45) day maintenance period or until acceptance by Town.**

2.03 SEED

- A. Grass Seed: Seed shall be URI #2 or approved equivalent, conforming to the following:

	Proportion by Weight	Minimum Purity Percent	Minimum Germination Percent
Creeping Red Fescue	40	98	85
Majesty Perennial Rye	20	98	90
Goldrush Kentucky Blue	20	98	90
Kentucky Blue 98/85	20	98	90

2.04 MULCH

- A. Mulch shall be as specified on the drawings.

PART 3 - EXECUTION

3.01 SEED BED PREPARATION AND SEEDING

- A. Seed Bed Preparation and Seeding shall be as specified on the drawings.
B. Seeding shall take place between April first and June first.

3.02 MAINTENANCE AND PROTECTION UP TO ACCEPTANCE

- A. Maintenance of seeded areas shall begin immediately after installation. This generally consists of watering, weeding, mowing and edging, reseeding, replacement of dead sod, disease and insect pest control, repair of all erosion damage, and any other procedures consistent with good horticultural practice, necessary to insure normal, vigorous, and healthy growth. Maintenance shall continue until final acceptance of the project.
- B. Maintenance shall also include all temporary protection fences, barriers, signs, and all other work incidental to proper maintenance.
- C. The Landscape Contractor shall be responsible for maintenance to establish a uniform stand of the specified grasses until acceptance. Scattered bare spots will be allowed up to a maximum of 2 percent of any lawn area, provided none of which are larger than 72 square inches. After the grass has started, all areas and parts of areas shall be re-seeded repeatedly until all areas are covered with a satisfactory growth of grass. At the time of the first cutting, lawn should be mowed not less than 2-1/2-inches high. Do not remove more than one-third of the grass blade. All lawns shall receive at least three mowings before acceptance.
- D. The Landscape Contractor shall include the cost for daily, and if necessary, continuous watering of all grass areas during a normal eight-hour working day. The seed bed shall be maintained in a continuous moist condition, satisfactory for good germination and growth of grass, as specified. Seeded areas must be kept in a moist condition until acceptance.
- E. At the end of six weeks' time, a complete fertilizer shall be applied over the entire seeded area, at approved rates.

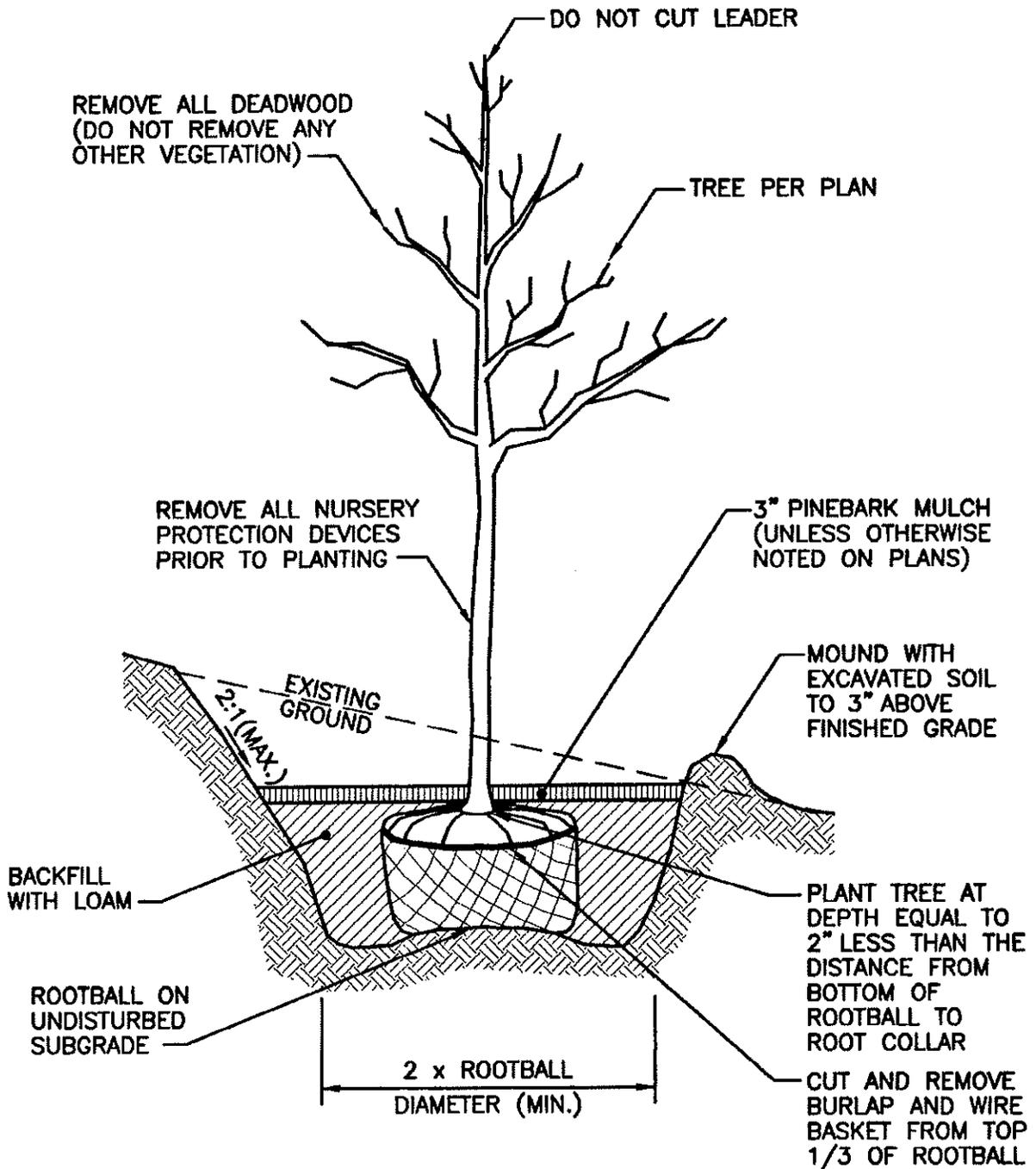
- F. A maintenance manual providing full and complete written instructions for maintenance of the lawn areas are to be furnished to the Owner, at least 10 days prior to the end of the contractual maintenance period prior to acceptance, for his review or recommended maintenance requirements for proper care and development of the lawns.

3.03 MAINTENANCE AND PROTECTION FOR ONE YEAR FOLLOWING ACCEPTANCE

- A. Maintenance of seeded areas shall continue for one year following acceptance of the project. This generally consists of watering, weeding, mowing and edging, reseeding, replacement of dead sod, disease and insect pest control, repair of all erosion damage, and any other procedures consistent with good horticultural practice, necessary to insure normal, vigorous, and healthy growth
- B. Maintenance shall also include all temporary protection fences, barriers, signs, and all other work incidental to proper maintenance.
- C. The Landscape Contractor shall be responsible for maintaining a uniform stand of the specified grasses for the one-year maintenance period. Lawn should be mowed not less than 2-1/2 inches high. Lawns shall be mowed such that not more than one-third of the grass blade is required to be removed and maintain the above heights.
- D. ~~The Landscape Contractor shall include the cost for watering of all lawn areas as required to maintain a healthy stand of turf utilizing the irrigation system installed as part of this project.~~
- E. Fertilizer and lime shall be applied in accordance with the maintenance manual.

END OF SECTION 02920

SITE PLAN & DETAILS



NOTES:

- 1. SHALL BE IN ACCORDANCE WITH SECTION L.06 OF THE R.I. STANDARD SPECIFICATIONS.
- 2. FOR STAKING DETAIL SEE STD. 50.1.0

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

REVISIONS		
NO.	BY	DATE

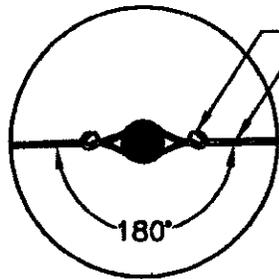
TREE PLANTING ON SLOPE

James H. Capobianco
 CHIEF ENGINEER
 TRANSPORTATION

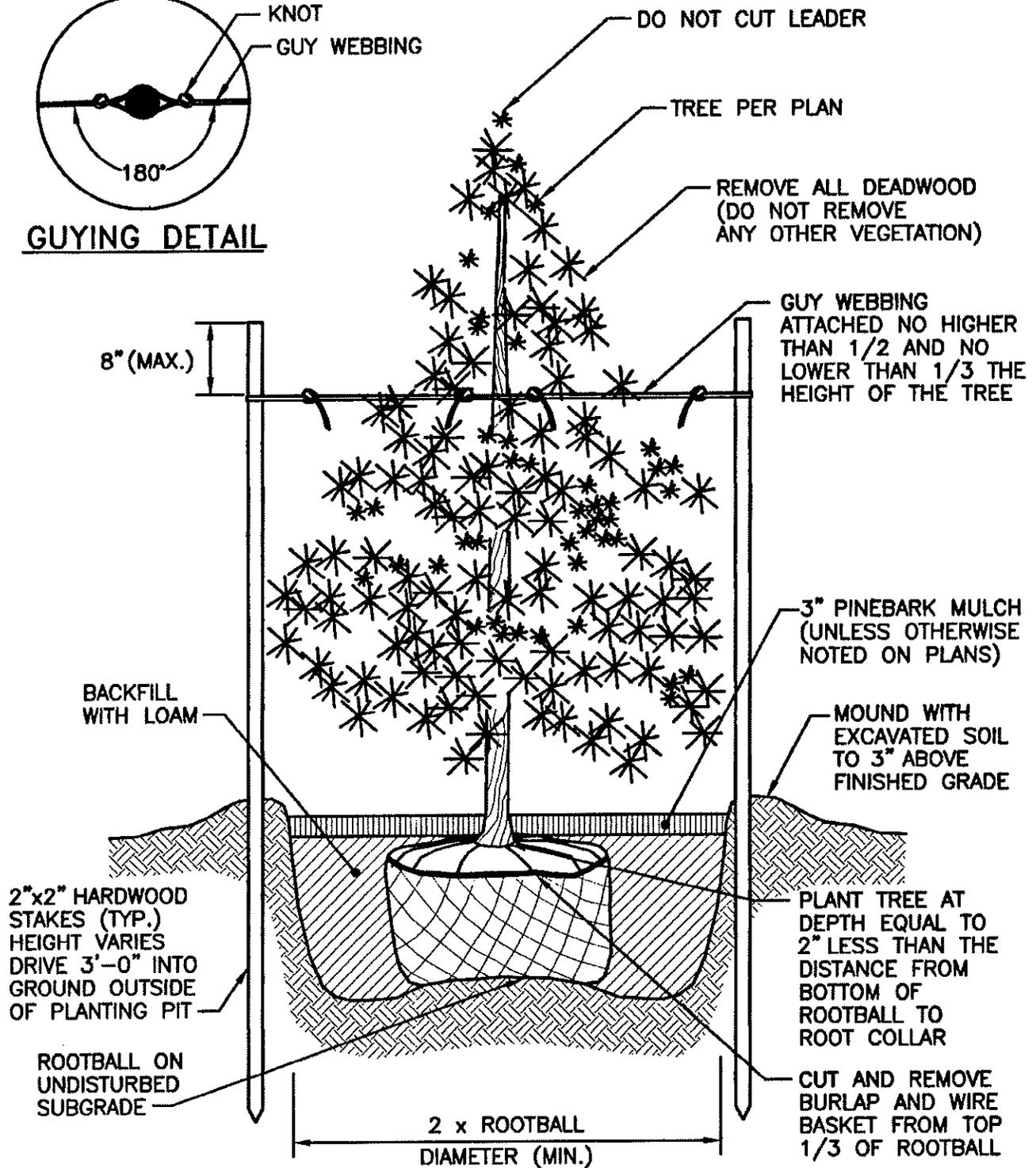
Edward J. Parker Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE





GUYING DETAIL



NOTE: SHALL BE IN ACCORDANCE WITH SECTION L.06 OF THE R.I. STANDARD SPECIFICATIONS.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

**EVERGREEN TREE PLANTING DETAIL
(4'-0" HIGH AND GREATER)**

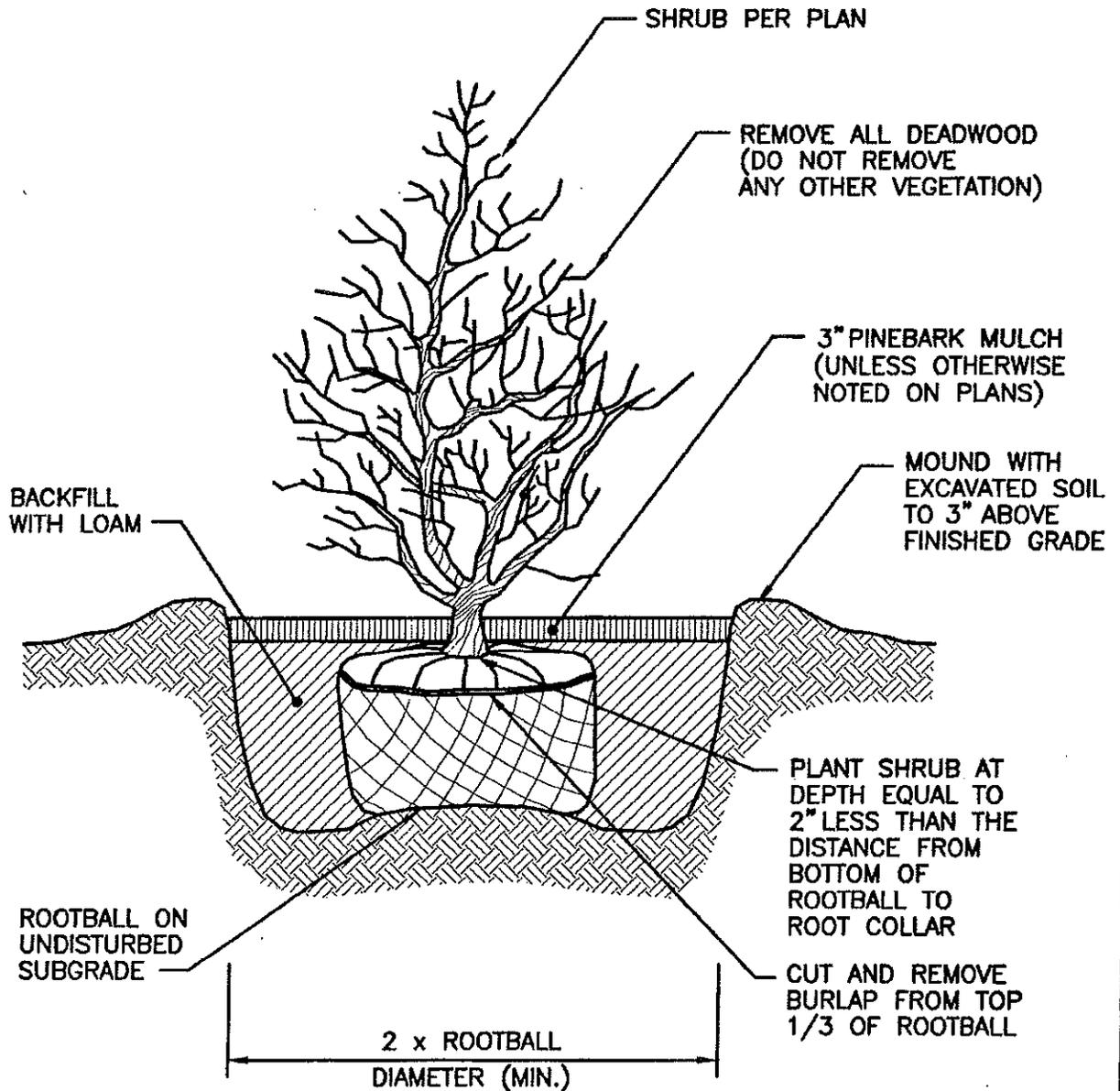
REVISIONS		
NO.	BY	DATE

James H. Capaldi
CHIEF ENGINEER
TRANSPORTATION

Edmund Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE





NOTE:
SHALL BE IN ACCORDANCE WITH SECTION L.06 OF THE R.I. STANDARD SPECIFICATIONS.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

**BALL AND BURLAP
SHRUB PLANTING DETAIL**

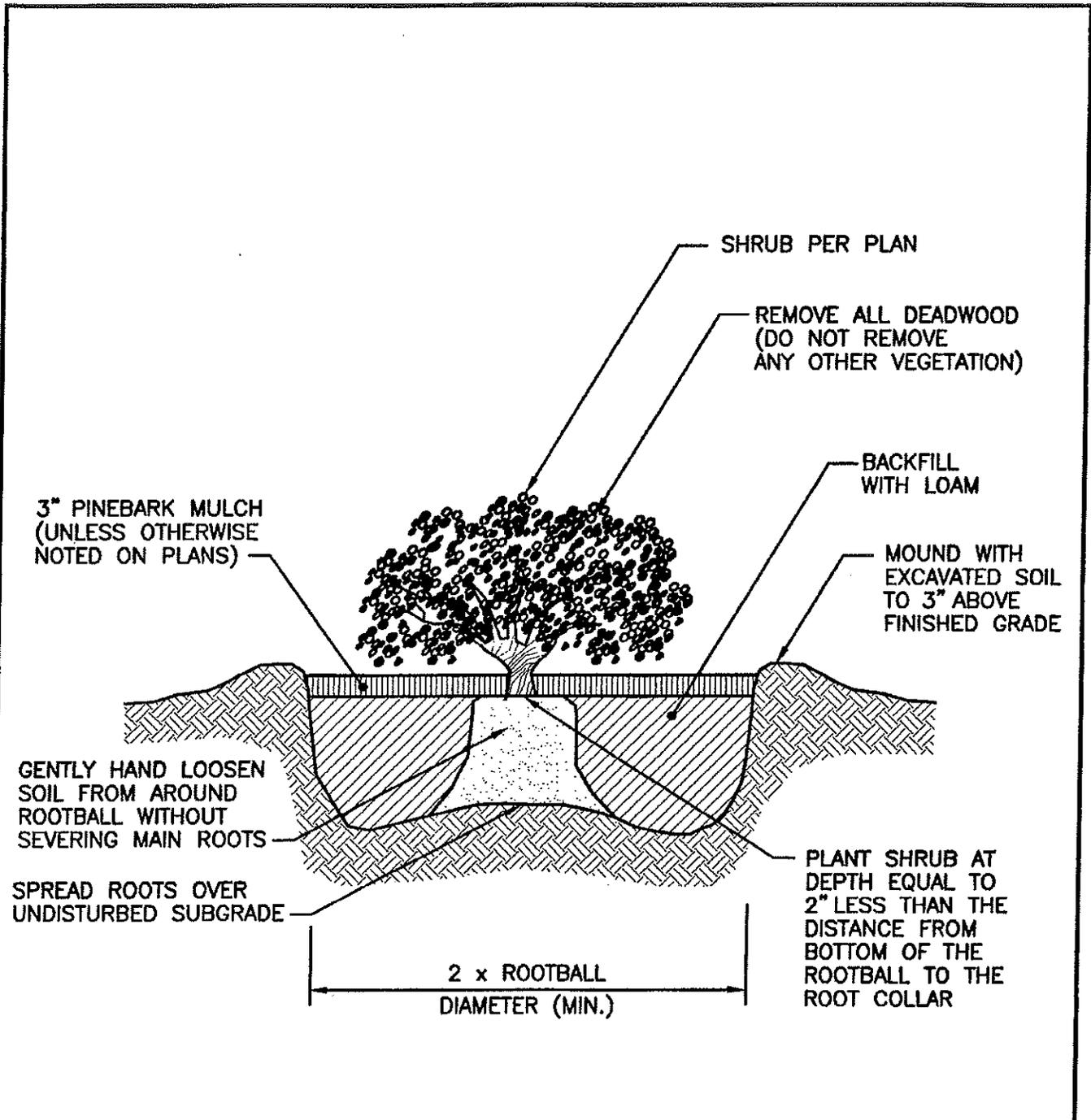
REVISIONS		
NO.	BY	DATE

James H. Casabelli
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Parkin, Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE





NOTE:
 SHALL BE IN ACCORDANCE WITH SECTION L.06 OF THE R.I. STANDARD SPECIFICATIONS.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

CONTAINER GROWN
 SHRUB PLANTING DETAIL

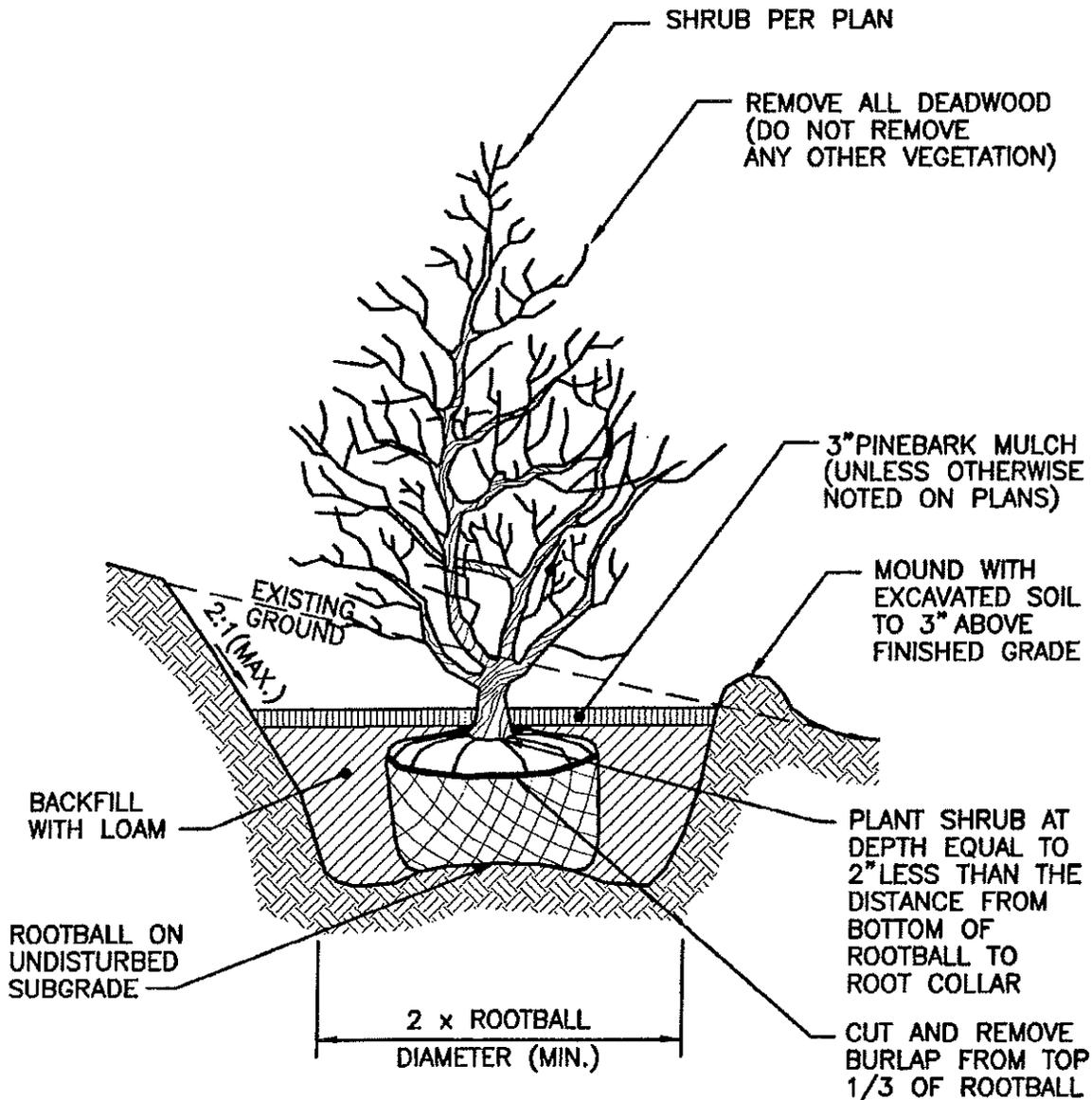
REVISIONS		
NO.	BY	DATE

James H. Cypriani
 CHIEF ENGINEER
 TRANSPORTATION

Edmund J. Parker, Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE





NOTE:
SHALL BE IN ACCORDANCE WITH SECTION L.06 OF THE R.I. STANDARD SPECIFICATIONS.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

SHRUB PLANTING ON SLOPE

REVISIONS		
NO.	BY	DATE

John A. Casaldi
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE



RIGHT-OF-ENTRY AGREEMENTS



Westerly Engineering Division

Right of Entry - Without Prejudice

Owner(s) of Record: VINCENT M & JOAN V PISTONE

Address: 3 NEVIS CT

Plat/Lot(s): 127-79A

Project(s): WINNAPAUG TANK LANDSCAPING & PERIMETER FENCE
CONTRACTS

Permission is hereby given to the Town of Westerly or its authorized agents to enter upon my property in connection with the above-referenced project. The purpose and below noted time frame/expiration date for this Right of Entry is to allow for changes and to carry out work on my property as outlined below:

Installation of landscaping trees/shrubs/plants and associated items within properties abutting the Town's Winnapaug Tank site, installation of perimeter fence adjacent the abutting properties and within the Town's Winnapaug Tank property.

Any disturbance/damage to existing conditions relating to sidewalk, fencing, lawn, etc., due to project equipment and materials. Work will commence to restore property to original condition, for example loam and seed for lawn disturbance. This work is anticipated to commence June 20, 2016. The expiration date of this Right of Entry will be the project completion estimated to be October 31, 2016.

The property owner(s) acknowledge that this Right of Entry Agreement is non-compensatory in nature with respect to the transfer of monies, and is intended as an agreement to provide temporary access to private property for the installation of landscaping items and installation of perimeter fencing associated with the Town's Winnapaug Tank various project contracts.

This entry is to be made without prejudice to (i.e. does not limit) my rights in settlement of claims for damages that may hereafter appear.

Granted by: _____

Owner(s) or Authorized Representative

Date

6/7/16

Recommended by: _____

Town Official - Title

Date

Paul D. [Signature], P.E.

6/8/16

Town Engineer



Westerly Engineering Division

Right of Entry - Without Prejudice

Owner(s) of Record: BRENDAN J MAHONEY & MARY PETROFES

Address: 10 ESSEX DR

Plat/Lot(s): 127-80

Project(s): WINNAPAUG TANK LANDSCAPING & PERIMETER FENCE
CONTRACTS

Permission is hereby given to the Town of Westerly or its authorized agents to enter upon my property in connection with the above-referenced project. The purpose and below noted time frame/expiration date for this Right of Entry is to allow for changes and to carry out work on my property as outlined below:

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This entry is to be made without prejudice to (i.e. does not limit) my rights in settlement of claims for damages that may hereafter appear.

Granted by: Brendan Mahoney / 6/10/16
Owner(s) or Authorized Representative / Date

Recommended by: Paul D. DeBlasi, P.E. / 6/8/16
Town Official - Title / Date

Town Engineer

property as outlined below.

Installation of landscaping trees/shrubs/plants and associated items within properties abutting the Town's Winnapaug Tank site, installation of perimeter fence adjacent the abutting properties and within the Town's Winnapaug Tank property.

Any disturbance/damage to existing conditions relating to sidewalk, fencing, lawn, etc., due to project equipment and materials. Work will commence to restore property to original condition, for example loam and seed for lawn disturbance. This work is anticipated to commence June 20, 2016. The expiration date of this Right of Entry will be the project completion estimated to be October 31, 2016.

The property owner(s) acknowledge that this Right of Entry Agreement is non-compensatory in nature with respect to the transfer of monies, and is intended as an agreement to provide temporary access to private property for the installation of landscaping items and installation of perimeter fencing associated with the Town's Winnapaug Tank various project contracts.

This entry is to be made without prejudice to (i.e. does not limit) my rights in settlement of claims for damages that may hereafter appear.

Granted by: John MacLeod / 6/3/16
Owner(s) or Authorized Representative / Date

Recommended by: Tal D. Teske, PE. / 6/8/16
Town Official - Title / Date
Town Engineer



Westerly Engineering Division

Right of Entry - Without Prejudice

Owner(s) of Record: JOHN & PAULA MACLEOD

Address: 25 KNOLLWOOD DR

Plat/Lot(s): 138-111JJ

Project(s): WINNAPAUUG TANK LANDSCAPING & PERIMETER FENCE CONTRACTS

Permission is hereby given to the Town of Westerly or its authorized agents to enter upon my property in connection with the above-referenced project. The purpose and below noted time frame/expiration date for this Right of Entry is to allow for changes and to carry out work on my



Westerly Engineering Division

Right of Entry – Without Prejudice

Owner(s) of Record: JOHN C & LAUREN M VREELAND

Address: 23 KNOLLWOOD DR

Plat/Lot(s): 138-111II

Project(s): WINNAPAUG TANK LANDSCAPING & PERIMETER FENCE
CONTRACTS

Permission is hereby given to the Town of Westerly or its authorized agents to enter upon my property in connection with the above-referenced project. The purpose and below noted time frame/expiration date for this Right of Entry is to allow for changes and to carry out work on my property as outlined below:

Installation of landscaping trees/shrubs/plants and associated items within properties abutting the Town's Winnapaug Tank site, installation of perimeter fence adjacent the abutting properties and within the Town's Winnapaug Tank property.

Any disturbance/damage to existing conditions relating to sidewalk, fencing, lawn, etc., due to project equipment and materials. Work will commence to restore property to original condition, for example loam and seed for lawn disturbance. This work is anticipated to commence June 20, 2016. The expiration date of this Right of Entry will be the project completion estimated to be October 31, 2016.

The property owner(s) acknowledge that this Right of Entry Agreement is non-compensatory in nature with respect to the transfer of monies, and is intended as an agreement to provide temporary access to private property for the installation of landscaping items and installation of perimeter fencing associated with the Town's Winnapaug Tank various project contracts.

This entry is to be made without prejudice to (i.e. does not limit) my rights in settlement of claims for damages that may hereafter appear.

Granted by: _____

Owner(s) or Authorized Representative

Date

6/20/16

Recommended by: _____

Town Official – Title

Date

6/20/16

Town Engineer



Westerly Engineering Division

Right of Entry - Without Prejudice

Owner(s) of Record: KARDYS BARBARA JANE

Address: 158 WINNAPaug RD

Plat/Lot(s): 127-89

Project(s): WINNAPaug TANK LANDSCAPING & PERIMETER FENCE
CONTRACTS

Permission is hereby given to the Town of Westerly or its authorized agents to enter upon my property in connection with the above-referenced project. The purpose and below noted time frame/expiration date for this Right of Entry is to allow for changes and to carry out work on my property as outlined below:

Installation of landscaping trees/shrubs/plants and associated items within properties abutting the Town's Winnapaug Tank site, installation of perimeter fence adjacent the abutting properties and within the Town's Winnapaug Tank property.

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The property owner(s) acknowledge that this Right of Entry Agreement is non-compensatory in nature with respect to the transfer of monies, and is intended as an agreement to provide temporary access to private property for the installation of landscaping items and installation of perimeter fencing associated with the Town's Winnapaug Tank various project contracts.

This entry is to be made without prejudice to (i.e. does not limit) my rights in settlement of claims for damages that may hereafter appear.

Granted by: Barbara Jane Kardys / 6-4-16
Owner(s) or Authorized Representative / Date

Recommended by: Paul DeBelle, PE. / 6/8/16
Town Official -- Title / Date
Town Engineer



Westerly Engineering Division

Right of Entry – Without Prejudice

Owner(s) of Record: KENNETH J ALLARIO

Address: 5 NEVIS CT

Plat/Lot(s): 127-78

Project(s): WINNAPaug TANK LANDSCAPING & PERIMETER FENCE
CONTRACTS

Permission is hereby given to the Town of Westerly or its authorized agents to enter upon my property in connection with the above-referenced project. The purpose and below noted time frame/expiration date for this Right of Entry is to allow for changes and to carry out work on my property as outlined below:

Installation of landscaping trees/shrubs/plants and associated items within properties abutting the Town's Winnapaug Tank site, installation of perimeter fence adjacent the abutting properties and within the Town's Winnapaug Tank property.

Any disturbance/damage to existing conditions relating to sidewalk, fencing, lawn, etc., due to project equipment and materials. Work will commence to restore property to original condition, for example loam and seed for lawn disturbance. This work is anticipated to commence June 20, 2016. The expiration date of this Right of Entry will be the project completion estimated to be October 31, 2016.

The property owner(s) acknowledge that this Right of Entry Agreement is non-compensatory in nature with respect to the transfer of monies, and is intended as an agreement to provide temporary access to private property for the installation of landscaping items and installation of perimeter fencing associated with the Town's Winnapaug Tank various project contracts.

This entry is to be made without prejudice to (i.e. does not limit) my rights in settlement of claims for damages that may hereafter appear.

Granted by: *Kenn Allario* / *6/15/14*
Owner(s) or Authorized Representative Date

Recommended by: *Paul D. Estlin, P.E.* / *6/15/16*
Town Official – Title Date
Town Engineer