



Westerly, Rhode Island

2016-083

BABCOCK HALL PRE-K PLAYGROUND

September 2016

CUSTOM PLAYGROUND INSTALLATION BABCOCK HALL PRE-K PROGRAM

BID/CONTRACT NUMBER 2016-083

WESTERLY, RI



PROJECT MANUAL

**STANDARD BID INSTRUCTIONS, PROJECT SPECIFICATIONS, CONSTRUCTION
DRAWINGS, & BID DOCUMENTS**

Funded By: The Rhode Island Child Care Facilities Fund

**Project Location: Babcock Hall
23 Highland Avenue
Westerly, RI 02891**

**Prepared By: 4 Site, LLC.
P.O. Box 1016
Coventry, RI 02816**

Issue Date: September 30, 2016



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PART 1 - GENERAL

1.01 NOTICE TO VENDORS

Westerly Public Schools, acting through its Purchasing Agent, is hereby soliciting sealed bids from general contractors for the construction of Babcock Hall Pre-K Playground. Sealed bids will be received at the office of the Purchasing Agent, Westerly Public Schools, 23 Highland Ave., Westerly, R.I. 02891 **until 2:00 pm on October 14, 2016**, at which time, or as soon as possible thereafter, they will be publicly opened. Electronic copies of the Bid Documents may be obtained on or after **September 30, 2016** by visiting our website www.westerly.k12.ri.us or by contacting the Purchasing Agent, at 401-348-2625, between the hours of 8:30 am and 4:30 pm Monday through Friday. There will be a non-refundable \$100.00 fee for printed bid documents. **A pre-bid meeting is scheduled for October 7, 2016 at the site location, 23 Highland Ave., Westerly, RI 02891.** Prospective bidders should report to the main office first and will be escorted to the play area.

All proposals must be submitted in duplicate and clearly marked:

2016-083 BABCOCK HALL PRE-K PLAYGROUND

Proposals must be enclosed in an opaque envelope addressed to Finance Office, Attn: Eileen Cardillo, Purchasing Agent, 23 Highland Avenue, Westerly, RI 02891 bearing the name and address of the bidder. No bidder may withdraw his/her bid within ninety (90) days after the scheduled closing time for receipt of bid. Westerly Public Schools reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of Westerly Public Schools.

Westerly Public Schools does not discriminate on the basis of age, color, gender, national origin, race, religion, sexual orientation, or disability in accordance with applicable laws and regulations. Individuals requesting interpreter services for the hearing impaired must notify 401-348-2500 or 401-596-2022 (v/tdd) seventy-two hours in advance. **All questions should be submitted to the Purchasing Department by email to ecardillo@westerly.k12.ri.us no later than October 7, 2016 at 3:00pm.**

1.02 STANDARD INSTRUCTIONS TO BIDDERS

THESE INSTRUCTIONS ARE STANDARD FOR ALL PROPOSALS ISSUED BY THE PURCHASING DEPARTMENT AND MAY BE DELETED, OR MODIFIED BY INDICATING SUCH CHANGE BY “SPECIAL INSTRUCTIONS TO BIDDERS.”

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the Purchasing Dept. (Finance Office), Attn: Eileen Cardillo, Purchasing Agent, 23 Highland Avenue, Westerly, RI 02891 until the time indicated on the advertisement for Bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected.

3. Submission of Bids

- a. Envelopes containing bids must be sealed and addressed to Westerly Public Schools, Finance Office, Attn: Eileen Cardillo, Purchasing Agent, 23 Highland Avenue, Westerly, RI 02891 and must be marked with the name and address of bidder, date and hour of opening, and name of bid.
- b. The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.
- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

4. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

5. Terms

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Town Treasurer, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered.

6. Rhode Island Sales Tax

The Town is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para.1, as amended.

7. Federal Excise Taxes

The School is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

8. “Or Equal” Bidding

When the name of a manufacturer, a brand name, or manufacturer’s catalogue number is issued as the bid standard in describing an item followed by “Or Equal” this description is used to indicate quality, performance and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer’s name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of Westerly Public Schools or by person or persons designated by him, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared “No Bid” insofar as the item in question is concerned.

9. Award and Contract

Unless otherwise specified, Westerly Public Schools reserves the right to make award by item or items, or by total, as may be in the best interest of the School. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by a School Purchase Order shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party.

10. Delivery

All prices must be on the basis of F.O.B. Delivery Point Westerly, Rhode Island. The bid prices must include delivery and shipping to the School. No additional shipping, handling, or fuel surcharge costs will be honored by the School. Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without a written Purchase Order issued by the School Purchasing Agent.

11. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term “vendor” shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to Westerly Public Schools pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

Westerly Public Schools is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the School with goods and services necessary for routine and emergency operations. Westerly Public Schools will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran’s status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

12. Schools Right to Reject

Westerly Public Schools reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the School.

13. Bond/Surety

Contractors shall note that if their total bid is in excess of \$50,000 they must have the capacity to obtain a surety bond in the full amount of the contract if awarded.

If the awarded contract price is in excess of fifty thousand dollars (\$50,000) for construction, buildings or public works the selected contractor is must be able to provide a sufficient bond with surety furnished by any surety company authorized to do business in the State of Rhode island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled "Labor and Payment of Debts by Contractors". A bod will be required within one (1) week of notification of project award.

If the awarded contract price is below \$50,000, the Town of Westerly will not require a surety bond for this project. When bidding on the project and calculating pricing, prospective bidders should include any and all cost burden for proper surety bonds if their bid exceeds \$50,000 in total.

If, when pricing an alternate item, the contract would exceed \$50,000 if a specific alternate is awarded, but would be less than \$50,000 if just the base bid or other previous alternates are added, then the contractor shall add any additional cost burden for bonding into the alternate item that would increase the contract over the \$50,000 threshold. The base bid and any alternates, when added, that are priced below \$50,000 should not carry any bonding burden as bonding will not be required. **All questions should be submitted to the Purchasing Department by email to ecardillo@westerly.k12.ri.us no later than October 7, 2016 at 3:00pm.**

14. Insurance

I. Standard Insurance and Indemnification Requirements:

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, 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 insured's 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: \$1,000,000 bodily injury for each accident
 \$1,000,000 bodily injury by disease for each employee
 \$1,000,000 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 sole discretion in determining or increasing the Umbrella/Excess Liability Coverage requirements depending on the scope and/or size of the work performed by Contractor.

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. Town of Westerly shall have sole discretion in determining or increasing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work performed by Contractor.

- 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.

15. Labor Regulations

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

- A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

16. Wage Rates

Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor.

Bidder should note that if awarded this contract they shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which is required of all construction contracts in excess of \$2,000. The Contractor further acknowledges and agrees that it shall comply with the requirements of the Rhode Island General Law (RIGL) 37-13-1, which requires the payment of prevailing rates of pay for regular, holiday and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer or other type of worker performing work on public works projects when State of Rhode Island or municipal funds are used in excess of \$1,000. In accordance with the Davis-

Bacon Act, and supplemental regulations, as well as State of Rhode Island requirements, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the United States Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. The Contractor further acknowledges and agrees that it shall comply with the requirements of the Copeland "Anti-Kickback" Act" (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Copeland "Anti-Kickback" Act, and related regulations, provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Grantee must report all suspected or reported violations to LISC for reporting to the appropriate federal agency.

A statement to this effect is provided in the bid packet and is required to be signed in order for the bid to be valid.

17. Additional Certifications and Disclosures

Bidders shall refer to the Section 00 21 13 and Section 00 41 13 for additional certifications and disclosures.

- END OF SECTION 00 21 13 -

INSTRUCTIONS FOR PROCUREMENT

SECTION 00 22 13 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 RULES FOR SUBMITTING OFFERS

1. A surety bond shall be required if the total bid amount exceeds \$50,000 in total cost. Total bids below \$50,000 will not require a surety bond. Please refer to Section 00 21 12, 1.02, Item 13 for more information about bonding requirements.
2. Bidders must sign all documents included in the bid packet provided including:
 - a. Form for Bid.
 - b. Bidder Authorization Sheet.
 - c. Bidder Information Sheet.
 - d. Bidder Disclosure and Certification Form.
 - e. Prevailing Wage Acknowledgement.
3. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the designated representative from the Town of Westerly.
4. **Substantial contract completion shall be no later than November 18, 2016 and final completion no later than November 25, 2016. Timing is governed by outside funding sources and that are not flexible. Failure to achieve these deadlines may result in the loss of funds so time is of the essence. By submitting a bid for this project you agree to the project schedule time requirements.**
5. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
6. The successful bidder shall, prior to commencing performance under the contract, attach and submit all documents as requested by the Town of Westerly and as outlined in Section 00 21 13 - Instructions for Procurement.

1.02 PROJECT SCHEDULE

Bid Due Date:	October 14, 2016 by 2:00 P.M.
Anticipated Award Date:	October 17, 2016
Anticipated Start Date:	October 24, 2016
Substantial Completion Date:	November 18, 2016
Final Completion Date:	November 25, 2016

- END OF SECTION 00 22 13 -

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SECTION 00 41 13: FORM FOR BID

NOTE TO CONTRACTOR:

This Form for Bid must be deposited no later than **October 14, 2016 @ 2:00 PM.** Bids may be deposited with the awarding authority at the following address:

**Westerly Public Schools
Office of the Purchasing Agent
Attn: Eileen Cardillo, Purchasing Agent
23 Highland Avenue
Westerly, RI 02891**

An pre-bid/informational meeting will be held at the project site on October 7 @ 10:00 a.m. The Project landscape architect will be available to answer questions. This meeting is optional, but highly recommended due to the custom nature of the project.

Bids may be sent to the Awarding Authority at the above address via U.S. Mail or courier. However, it is the bidders sole responsibility to ensure bids are received by the Awarding Authority by the time stipulated above. All items on the forms must be signed and completed to be deemed valid. **All proposals must be submitted in duplicate.** Bid must be sealed in an opaque envelope and clearly marked with the bid project name, bid number (2016-083), bidders name and address, and mailing address as noted above on the outside of the packet. Please refer to Section 00 21 13 and Section 00 22 13 for more information on bidding and submission requirements.

BID ACKNOWLEDGEMENTS

By providing a bid for work stipulated and signing this document the Bidder acknowledges:

1. They have reviewed all project specifications and related plans and understand all provisions and requirements of the contract documents.
2. **They understand the project completion dates and will place a priority on completion to ensure the project is substantially completed by November 18th and finalized no later than November 25, 2016.**
3. They are authorized by their respective company enter into contracts and provide this bid in accordance with their company charter or other authorization procedures.
4. This bid is provided in good faith and has not been formulated in collusion with other bidders with the intent of 'price fixing' or other unauthorized practice.
5. They have reviewed all applicable federal, state, and local requirements outlined in Section 00 22 13 as well as any other requirements outlined herein.

FORMS FOR BID

In order for your bid to be considered complete please ensure you have properly filled out the following forms:

- Form for Bid - including all alternates, contingencies, and other requested pricing.**
- Bid Authorization Sheet - Signed and notarized**
- Bidder Information Sheet - Fill out completely.**
- Bidder Disclosure and Certification Form - Answer all questions and sign as requested.**
- Prevailing Wage Acknowledgement - Sign and date the "Contractor" section only.**

Provide the entire bid packet in duplicate and submit as outlined above.

BID SHEET

BASE PROJECT BID

The bidder proposes to provide all labor, materials, means and methods to fully construct a custom playground area to include all site grading, earthwork, pathways, structures, fencing, and related ancillary components as outlined in the supporting project drawings and specifications for the following lump sum amount:

\$ _____

Total Sum in Numbers

Total Written Amount

Allowances

In addition to the "Base Bid" required herein, all bidders are required to carry a specified dollar allowance to cover items that could not be adequately detailed, quantified, or require input from the Contractor to determine the most responsible, reasonable, and cost effective method of installation. This allowance may be utilized to cover work that may or may not be required due to phasing of the project.

If the Contractor is instructed to conduct work as outlined in the project drawings as covered by a specific allowance, the Contractor shall immediately provide a price proposal for work to be conducted. The Owner reserves the right to accept, negotiate, or reject stated Contractor pricing. If work is authorized, the Contractor shall commence with the additional work immediately so as not to delay the project completion date. Adjustments to the completion date may be made by the Owner upon request, but must be stated in writing.

If the Owner elects not to accept the proposed Contractor pricing for work covered by an allowance, the Owner may seek additional outside bids to conduct the work by other qualified contractors.

Any allowance funds carried in the project bid, but not expended or obligated by the conclusion of the project, shall remain property of the Owner and may not be invoiced by the contractor. Bidder is instructed to add the total amount of allowances with the base bid and provide a "Total Project Bid Cost" as outlined below. **Owner reserves the right to award the contract with or without this contingency allowance included in the contract.**

Allowance Item	Description	Allowance Amount to be Carried In Bid
General Contingency Allowance	To be utilized for various site work, playground components, and unforeseen conditions as required.	\$5,000
TOTAL ALLOWANCES TO BE CARRIED IN "TOTAL PROJECT BID"		\$5,000

SEE "TOTAL PROJECT BID" ON THE NEXT PAGE TO PROVIDE TOTAL BID AMOUNT AND ALTERNATES PRICING.

TOTAL PROJECT BID

The "Total Project Bid" includes the proposed "Base Project Bid" outlined above **in addition to any and all Allowances outlined herein**. This is the total cost of the project if options related to the Allowances are fully exercised under this contract. Contractors shall note that this may not be the total actual cost of the contract should some or all of the stipulated Allowances not be exercised by the Owner. **Owner reserves the right to award the contract with or without the allowances included in the contract.**

\$ _____

Total Sum in Numbers

Total Written Amount

ADD ALTERNATE ITEMS

In addition to the base project bid, the Awarding Authority may award additional the additional work items outlined below based on the availability of funding. Alternate items will be awarded in numerical order. The Awarding Authority reserves the right approve or reject any of the following alternate items.

Add Alternate #1 – Wooden Stage

The bidder proposes to provide all labor, materials, means and methods to fabricate a stage comprised of wood and composite lumber as shown on the project drawings and details and as outlined in Section 11 68 13 of the project specifications. Also includes all installation labor and materials for the stage, wood bollard, and sign as shown on the detail. Bidder proposes to provide this work for the following lump sum amount:

\$ _____

Total Sum in Numbers

\$ _____

Written Amount

Add Alternate #2 – Water Play Table

The bidder proposes to provide all labor, materials, means and methods to install a water play table as shown on the project drawings and details and as outlined in Section 11 68 13 of the project specifications. Includes the table, installation materials, and all installation labor as required. Bidder proposes to provide this work for the following lump sum amount:

\$ _____

Total Sum in Numbers

\$ _____

Written Amount

Add Alternate #3 – Boardwalk

The bidder proposes to provide all labor, materials, means and methods to fabricate a boardwalk deck comprised of wood and composite lumber as shown on the project drawings and details and as outlined in Section 11 68 13 of the project specifications. Also includes all installation labor and materials for the installation of the board walk deck as shown on the detail. Bidder proposes to provide this work for the following lump sum amount:

\$ _____

Total Sum in Numbers

\$ _____

Written Amount

ADDENDUM ACKNOWLEDGMENT

We acknowledge that we have received, read, and understood the following all addenda prior to formulating this bid.

Addendum Numbers _____

Write in addenda numbers (if issued)

NOTE: Failure to acknowledge addenda could result in a dismissal of the bid.

BIDDER AUTHORIZATION SHEET

I, _____, acknowledge that I am a duly
Representatives Name

authorized representative of _____,
Company Name

and represent that this bid is valid in all respects.

Name and Title

Signature

Note: By signing submitting this bid, you are acknowledging that this bid is true and accurate to the best of your knowledge, and agree to hold pricing for a period of not less than 90 days. You also acknowledge that you have read all information contained herein and understand provisions related to the Base Bid, Allowance, Total Project Bid, and Alternates.

NOTARY STAMP

This document must contain a notary signature

BIDDER INFORMATION SHEET

The Bidder is required to fill out all information below.

Company Name _____

Organization Structure: Corporation LLP LLC S Corp Sole Proprietor

Address: _____

City/State/Zip: _____

Telephone: Work: Fax: _____

E-mail: _____

Contact Person: _____

of Employees: _____

Years in Business: _____

Contactors License #: _____

BIDDER CERTIFICATION FORM

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with Westerly Public Schools. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she {1} has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to Westerly Public Schools Finance Office Babcock Hall by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted' on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other than the Schools location or which are not present in Westerly Public Schools Finance Office at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.

SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, Westerly Public Schools will cancel the original solicitation and resolicit the original offer directly from vendors.

PRICING. Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. Westerly Public Schools is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate *for* public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the School for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain Information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting www.westerly.govoffice.com or appearing in person at the Westerly Public Schools Finance Office Mondays through Fridays between 8:30am-3:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the School's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the School) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by Westerly Public Schools, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment Issued by Westerly Public Schools PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by Westerly Public Schools Finance Office, shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are Incorporated into Westerly Public Schools contracts.

**Custom Playground Installation
Babcock Hall Pre-K, Westerly, Rhode Island**

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. L. No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best Interest of Westerly Public Schools.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the School's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the Town of Westerly/Westerly Public Schools.

PUBLIC COPY. Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

BIDDER DISCLOSURES AND CERTIFICATIONS

Offerors must respond to every disclosure statement and submit with your proposal. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

___ 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

___ 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

___ 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

___ 4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

___ 5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly/Westerly Public Schools may be disregarded and shall not be binding on the Town of Westerly/Westerly Public Schools.

___ 6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Town of Westerly/Westerly Public Schools Purchasing Agent in writing of such circumstance.

___ 7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Town of Westerly/Westerly Public Schools Purchasing Agent in writing of such circumstance.

**Custom Playground Installation
Babcock Hall Pre-K, Westerly, Rhode Island**

___ 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly/Westerly Public Schools Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

___ 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

___ 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly/Westerly Public Schools, including the offer contained herein.

___ 11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

___ 12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: _____

___ 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: _____ Bid Number: _____ Date: _____

(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number

PREVAILING WAGE CERTIFICATION

Exhibit "A"

The language below is regarding the Davis Bacon and Related Acts and the Code of Federal Regulations. Projects funded in whole or in part from LISC's Facility Improvement Grants are financed from a Federal source and must comply with the requirements below:

Davis-Bacon Requirements

The Contractor acknowledges and agrees that it shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which is required of all construction contracts in excess of \$2,000. **The Contractor** further acknowledges and agrees that it shall comply with the requirements of the Rhode Island General Law (RIGL) 37-13-1, which requires the payment of prevailing rates of pay for regular, holiday and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer or other type of worker performing work on public works projects when State of Rhode Island or municipal funds are used in excess of \$1,000. In accordance with the Davis-Bacon Act, and supplemental regulations, as well as State of Rhode Island requirements, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the United States Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. **The Contractor** further acknowledges and agrees that it shall comply with the requirements of the Copeland "Anti-Kickback" Act" (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Copeland "Anti-Kickback" Act, and related regulations, provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Grantee must report all suspected or reported violations to LISC for reporting to the appropriate federal agency.

*This agreement entered into as of _____
Date*

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

- END OF SECTION 00 41 13 -

FORM FOR BID

01 14 00 CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.01 SCOPE

- A. Access to Site.
- B. Work Sequence and Scheduling.
- C. Use of Site.
- D. Special Child Care Related Considerations

1.02 RELATED SECTIONS

- A. Section 01 31 00 - Summary of Work/ Site Location

1.03 ACCESS TO SITE

- A. The Contractor shall inspect the site prior to starting construction and review and general a site access plan to the Landscape Architect for approval. Access may be obtained from Park Avenue or the school service driveway. Access through the front parking area is prohibited unless approved in advance by the Landscape Architect. Throughout the site work process the Contractor is responsible to:
 - 1. Keep all parking and vehicular ways adjacent to access points clear of construction debris and sweep the pavement as necessary to keep travel ways clear and in a generally kept condition..
 - 2. Maintain vigilance when operating or driving equipment to ensure the safety of children and other pedestrians.
 - 3. Immediately fix and repair damage caused by construction vehicles outside of the work zone to avoid the potential for interference to pedestrian travel.
 - 4. Report any damage caused by construction equipment or trucking operations immediately so corrective actions may be taken.

1.04 WORK SEQUENCE AND SCHEDULING

- A. Prior to construction the Contractor shall provide the Landscape Architect with a brief schedule of proposed construction activities. Once the schedule is approved, the Contractor is responsible to maintain and update the schedule throughout the course of the project.

- B. Once work starts on the project the contractor is responsible to maintain a continuous presence and work effort at the site until final project completion with the exception of special weather conditions, material lead time delays, or other items that delay activities that are beyond the normal control of the Contractor.
- C. Contractor shall coordinate with any other site or building contractors or related personnel whether or not they are providing work as part of this or other non-related contracts.

1.05 USE OF SITE

- A. The contractor shall meet with the Landscape Architect prior to commencing construction activities to mark out the limits of the work zone based on actual lay down and operating equipment requirements. It is anticipated that the entire work area zone will be completely shut down during construction operations so work activities can continue uninterrupted.
- B. The Contractor shall have full use of the area within the limit of work as well as areas required to access the site for proper site work activities as outlined in Item 1.04. However, the Contractor is responsible to restore all access aisles, work areas, etc. impacted by construction to their original state once construction on the field is completed.
- C. Under no circumstance shall the Contractor make use of areas outside the limit of work for site activities for material storage without the consent of the Landscape Architect or Owner.
- D. Under no circumstance shall the Contractor make use of work areas for the storage of materials or equipment for other non-related work activities or projects.
- E. The Contractor is responsible to provide any supplemental temporary fencing as required to ensure the work site remains enclosed and secure at all times. All gates shall be locked during non-work times.

1.06 SPECIAL CHILD CARE RELATED CONSIDERATIONS

- A. Contractor shall note that specific regulations apply when working in and around child care facilities to include requirements related to background checks, smoking, and other related actions. Contractor shall comply with all state and local governing regulations.
- B. Contractor shall provide temporary toilets as outlined in Section 01 50 00.
- C. The use of vulgar language or profanity by construction related personnel is strictly prohibited on site and is cause for dismissal of personnel from the project if the issue is not resolved after an initial warning.
- D. Smoking within 100' of the building or project site is prohibited. Designated smoking locations may be established outside the 100' buffer if coordinated in advance with the Owner.
- E. **All site personnel regularly engaged in site work activities for more than two days over the course of the project are required to have a BCI background check prior to working at the project site.** Proof of BCI checks shall be provided to the Owner or Owners representative prior to the start of construction operations.

- END OF SECTION 01 14 00 -

CONTRACT CONSIDERATIONS

01 30 00 ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 **SCOPE**

- A. Schedule of Values.
- B. Application for Payment.
- C. Change Procedures.

1.02 **RELATED SECTIONS**

- A. 00 41 13 - Form for Bid

1.03 **SCHEDULE OF VALUES**

- A. The Contractor shall submit all requests for payment in “schedule of value” format on typed AIA forms G702 and G703 or equal. “General Condition/Mobilization” line items shall be 5% or less of the total contract price and will be prorated over the contract period.
- B. Submit Schedule of Values to the Landscape Architect in duplicate within 5 days after date of Owner-Contractor Agreement. Schedule of values shall be approved by Landscape Architect and the Project Proponent prior to submitting the first application for payment.
- C. Once the schedule of values has been approved, the Contractor may begin making applications for payment as outlined in Section 1.04.

1.04 **APPLICATION FOR PAYMENT**

- A. The Contractor may make periodic requests for payment throughout the course of construction or elect for a lump sum payment at the conclusion of the project. If the Contractor elects to request periodic progress payments, all requests must be based on the construction progress at the time of the invoice date and work progress will be verified by the Landscape Architect/ Project Manager prior to authorization for payment by the owner.
- B. Submit two hard copies of each application on AIA forms G702 and G703. Electronic copies of the documents may be transmitted if approved by the Landscape Architect/ Project Manager.

- C. Once submitted, payment requests will be reviewed and either approved for payment or a request for revisions may be made to the Contractor. Once the request is modified and meets the requirements herein, the request will be approved and submitted to the Owner for Payment. Payments are typically provided within fourteen (14) days of processing.

1.05 CHANGE PROCEDURES

- A. The Landscape Architect will advise of minor changes in the work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by AIA A201, Paragraph 7.4 by issuing supplemental instructions.
- B. The Landscape Architect may issue a proposal request which includes a detailed description of a proposed change with supplemental or revised drawings and specifications, a change in contract time for executing the change and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate for the change order within 7 days.
- C. The Contractor may propose a change by submitting request for change to the Landscape Architect, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation (and a statement describing the effect on Work by separate or other contractors). (Document any requested substitutions).
- D. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation (or Contractor's request for a Change Order as approved by Landscape Architect).
- E. Construction Change Authorization: Landscape Architect may issue a directive on standard forms signed by the Owner's representative, instructing the Contractor to proceed with a change in the work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
- F. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Landscape Architect will determine the change allowable in Contract Sum/Price and Contract Time as proved in the Contract Documents.
- G. Maintain detailed records of work done on time and materials basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- H. Change Order Forms: AIA forms or approved equal.

- I. Execution of Change Orders: The Landscape Architect will issue Change Order for signature of parties as provided in the Conditions of the Contract. The contractor shall not commence work or invoice for additional work until written authorization is received from the Landscape Architect unless the change is deemed to be an emergency by the Landscape Architect or Owner and failure to act would result in a significant delay to project schedule, or significantly increase the cost of the work if authorization to act was not provided immediately.
- J. Once the change order has been approved, the Contractor shall amend payment request forms AIA 702 and 703 to reflect the approved change order amounts.

- END OF SECTION 01 30 00 -

ADMINISTRATIVE REQUIREMENTS

SECTION 01 31 00 SUMMARY OF WORK/SITE LOCATION

PART 1 - GENERAL

1.01 LOCATION

Babcock Pre-K Playground is located adjacent to the school building at 23 Highland Avenue, Westerly, RI 02891. The play area is located to the northeast side of the school along Park Avenue. Vehicular access to the play area may be obtained along a service entry drive that runs adjacent to the playground. The limit of work extends from the face of the building along the playground area to the far border of the playground along Park Avenue. Most of the existing chain link fencing will be maintained during site work operations and may be used to secure the site with temporary fencing and gates added (refer to section 01 50 00). See the map below for further details.



1.02 GENERAL REQUIREMENTS

The General Conditions, Supplementary Conditions and applicable parts of Division 01 - General Requirements are all included as part of this section. The Contractor is required to examine all other sections of the specifications for requirements that may affect the work of this Section. The Contractor is also required to coordinate the work with that of all trades affecting or affected by the work of this Section, and to cooperate with such trades to assure the continued progress of the work. The intent of the Contractor documents is to require that the Contractor provide all material, labor, and equipment needed to furnish a

complete Project, and that all of the material, labor and equipment be furnished complete in every respect.

1.03 SCOPE OF WORK

A. Work covered by this contract consists of the following:

1. The supply of all labor, equipment, and materials necessary to construct the project in accordance with the provided drawings and specifications. Components of this project include, but are not limited to, grading and earthwork, asphalt paving, fencing, setting of wood steppers, construction of a small stage and deck platform, installation of talk tubes, installation of an embankment slide, planter boxes, setting of boulder, planting installation, and miscellaneous other site work components. Bids (including alternates) shall include the cost of all materials with installation unless otherwise called out in the project drawings under alternatives or allowances.
2. Contractor shall note that any items labeled as "Alternate" or "Paid Under Allowance" shall not be considered part of the base bid, and must be separately authorized by the Owner or Owners representative.
3. Coordinating closely with the project Landscape Architect and Owner to ensure proper construction scheduling and sequencing with other ongoing work within the project area.

B. The Contractor should note the following:

1. Access to the work site may be obtained through a 12'-15' service aisle along the rear of the building which may be traveled at times by administrative staff and service vehicles. The Contractor shall take special care with vehicles, machines, and other equipment not to damage any existing elements and remain at a low rate of speed at all times. In addition the Contractor shall make special note of access points utilized by staff and children and provide control measures as necessary to slow traffic and protect users. Child safety must be considered a priority at all times.
2. Contractor must not block the service aisle for more than is necessary to off load materials or equipment. The travel way must be kept open to allow service vehicles to properly make deliveries.

- END OF SECTION 00 31 00 -

SUMMARY OF WORK SITE LOCATION

01 33 00 SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SCOPE

- A. Includes providing submittals for bituminous concrete, manufactured play components, and other related site materials and products as outlined on the project drawings and specification. Also includes shop drawings for any custom built site components as required herein.

1.02 SUBMITTAL PROCEDURES

- A. Transmit a submittal for each product or material proposed for the project as required by Landscape Architect.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing sheet and detail number(s), and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Contractor may provide submittals to the Landscape Architect electronically in a standard document or image format (PDF, JPEG, etc.) in order to expedite the review process.
- E. Identify any variations from Contract Documents and originally specified product. Highlight any system limitations which may be detrimental to successful performance of the completed work. Also highlight any attributes of the product or system that exceed the bid specification requirements.
- F. Provide space for Contractor and Landscape Architect review stamps.
- G. The Contractor shall revise and resubmit submittals as required by the Landscape Architect until requirements are satisfied under this provision and the submittal is approved. The Contractor shall identify all changes made since previous submittals to expedite approval.
- H. Once the submittal is stamped "APPROVED" or "APPROVED AS NOTED" the Contractor may proceed with ordering of the materials or items outlined in the submittal. It is the Contractors responsibility to wait for approval prior to ordering any materials.

1.03 SHOP DRAWINGS

- A. Provide Landscape Architect with shop drawings for any custom elements as requested to include signage, play panels, steppers or other items as noted herein. Shop drawings shall include:
1. Name and contact information of the Fabricator or Contractor.
 2. Call outs labeling various component features including all fabrication materials including fasteners.
 3. Support attachment details including specific fastener systems and footing details.
 4. Schematic installation details to ensure alignments and details work with other project components.
 5. Color and finish selections for all materials.
 6. Any additional information as required by the Landscape Architect to ensure the structure will meet all performance specifications outlined herein.

- END OF SECTION 01 33 00 -

SUBMITTAL PROCEDURES

01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 TEMPORARY TOILETS

- A. The Contractor shall provide portable chemical type toilets, as necessary for all persons engaged in the work effort, and in suitable numbers to maintain ratios set forth by the toilet manufacturer.
- B. The toilets shall be erected in locations acceptable to the Landscape Architect. They shall be maintained by the Contractor in a clean and orderly condition in compliance with all local and state health requirements, and shall be removed when written direction is received from the Landscape Architect.

1.02 TEMPORARY WATER

- A. If access to water is required the Contractor shall contact the Owner or Landscape Architect to coordinate access to a suitable water source. The Owner shall make water available to the Contractor and pay all usage charges, provided the quantity utilized is not excessive. High volume/ high pressure water requirements necessary for dust control or other related activities shall be the responsibility of the Contractor.

1.03 TEMPORARY ELECTRICITY

- A. Owner shall allow access to one standard 120 volt/ 15 amp electrical outlet from the building for Contractor use throughout the course of construction activities. If additional power is required, the Contractor shall provide temporary power for their use at no additional cost to the Owner.

1.04 STORMWATER AND POLLUTION CONTROL

- A. The Contractor shall protect excavations, trenches, buildings, and materials at all times from rain and/or ground water, backing-up or leakage of sewers, drains or other piping, and from water damage of any origin. S/he shall provide all pumps, piping, coverings, hay bales, siltation fencing, and other materials and required equipment to properly protect the site and surrounding areas from erosion. Any erosion that occurs shall be promptly repaired by the contractor.

1.05 TEMPORARY CONSTRUCTION FENCING

- A. Prior to any excavation work, the Contractor shall provide temporary construction fencing as required to completely enclose the work area and injury to persons or property.
- B. If necessary Contractor shall furnish and install temporary chain link fencing, minimum four feet (4') high, fabricated from No. 11 gauge galvanized wire woven in a 2" diamond mesh with top salvage and having galvanized steel H or pipe intermediate and terminal posts. Post spacing shall not exceed six feet (6') on center. Cross bracing, reinforcing gates and other parts of fencing shall conform to standard Specifications of the National Chain Link Manufacturers Association. All posts shall be set into temporary concrete footings or pounded into the ground.
- C. The Contractor shall furnish and install matching gates equipped with suitable locks and other hardware where necessary to provide access for construction apparatus or firefighting equipment. The Contractor shall maintain fencing in good repair for the duration of the project.
- D. The Contractor may utilize the existing 4' fence in lieu of a temporary fence, provided that the Contractor supplies and installs any supplemental fencing and controls necessary to ensure the site work area is completely enclosed.

- END OF SECTION 00 01 10 -

TEMPORARY FACILITIES AND CONTROLS

01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.01 CLOSEOUT PROCEDURES

- A. When the Contractor considers that the project has reached Substantial Completion, the Contractor shall submit written certification to the Landscape Architect that the Contract Documents have been reviewed, the work has been inspected, and that the work is complete in accordance with the Contract Documents. The Landscape Architect and Official will inspect the site to determine the level of completion and create a "punch list" of items necessary to complete the contract in full.
- B. Once the Landscape Architect formulates the punch list of items to be completed on the project, he/ she will provide the list to the Contractor for follow up and completion of specified items. The Contractor is required to complete all items on the punch list before final payment and contract retainer amounts will be released.
- C. Once the Contractor certifies that the project is fully complete, the Landscape Architect shall inspect the site and, if all work is satisfied in accordance with the specifications and drawings, issue a notice of contract closeout and final completion to the Awarding Authority and the Contractor.

1.02 FINAL CLEANING

- A. The Contractor shall, as a minimum, perform the following tasks regarding Final Cleaning, prior to final inspection by the Landscape Architect and the Official:
 - 1. Clean surfaces exposed to view; remove temporary labels, stains, and foreign substances, polish transparent and glossy surfaces. Clean equipment and fixtures to a sanitary condition. Clean drainage systems.
 - 2. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.

- END OF SECTION 01 70 00 -

EXECUTION AND CLOSEOUT REQUIREMENTS

SECTION 11 68 13 - PLAYGROUND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Special Conditions and Division-1 specification sections, apply to work of this section.
- B. Examine all Contract Drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section.

1.02 SCOPE

- A. Contractor shall provide all materials, labor, and equipment necessary to install play components as outlined herein to include, but not limited to an embankment slide, talk tubes, steppers, signs, and other related equipment as shown on the project drawings.
- B. Contractor shall custom fabricate and install certain play components and furnishings as shown on the project drawings and outlined herein.

1.03 STANDARDS AND DEFINITIONS

- A. The following standards and definitions shall apply to the work of this Section.
 - 1. CPSI - "Certified Playground Safety Inspector" as certified by the National Recreation and Park Association and the National Playground Safety Institute.
 - 2. CPSC Standards - Standards outlined in Publication no. 325 - "Public Playground Safety handbook" published by the U.S. Consumer Product Safety Commission.
 - 3. ASTM Standards - Standards that relate to public playground safety as published by the American Society for Testing and Materials International to include the following:
 - a. ASTM F1487 - latest edition - "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use"
 - b. ASTM F1292 - latest edition - "Standard Specification for Impact Attenuation of Surfacing Materials within use areas."
 - c. ASTM F1951 - latest edition - "Specification for the Determination of Accessibility of Surface Systems Under and Around Play Equipment"
 - d. ASTM F2075 - latest edition - "Specification for Engineered Wood Fiber for Use as Playground Safety Surface under and Around Play Equipment."

- e. ASTM F 2049 - latest edition - "Standard Safety Performance Specification for Fences/Barriers for Public, Commercial, and Multi-Family Residential Use Outdoor Play Areas."
- f. IPEMA - International Playground Equipment Manufacturers Association.

1.04 RELATED WORK IN OTHER SECTIONS

B. Section 32 18 16 - Playground Protective Surfacing

1.05 SUBMITTALS AND SHOP DRAWINGS

- A. Provide submittals for all proposed manufactured play components to include installation instructions, color selections, and relevant details.
- B. Provide shop drawings for custom play elements if required for the specific item listed as outlined herein. Plans shall include all materials, fasteners, connections, coatings, and other relevant details.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. All installation materials and playground components shall be stored in a manner to ensure proper ventilation and drainage and to protect against damage, weather, vandalism and theft. The Contractor shall ensure that materials are not left out in the open for extended amounts of time.

1.07 COORDINATION WITH WORK ACTIVITIES

- A. The Contractor shall carefully store play structure components and materials as necessary to avoid potential damage or site conflicts. Coordinate the installation of the play components with relevant site grading work, play surfacing, paving, and other related site work. Install equipment in a logical and progressive manner to avoid redundancy or damage to recently built works.

PART 2 - PRODUCTS

2.01 SLIDE

- A. Contractor shall provide one (1) commercial quality plastic playground slide with all attachment hardware to meet a total height (drop) of 3' such as the "Wide Slide" as manufactured by:

Detailed Pro Play Systems
P.O. Box 638
Manahawkin, NJ 08050
www,detailedplaypro.com

1-877-548-3100

Or approved equal.

- B. Slide shall have a 37" overall width, 31" bedway, and a 54" overall run.
- C. Slides shall be fabricated from rotomolded plastic and meet all ASTM and CPSC safety guidelines and standards for commercial playgrounds. Color shall be selected by the Landscape Architect from manufacturer standard offerings.
- D. Contractor shall provide one (1) "L-Bracket", one (1) "Wide Slide foot" and support posts as necessary to properly mount the slide in accordance with the project details. All attachments shall be reviewed with the landscape architect prior to installation.
- E. All support hardware and fasteners shall be provided by the Contractor for proper installation as outlined herein.

2.02 TALK TUBES

- A. Contractor shall provide two (2) commercial quality free standing talk tubes with all necessary attachment hardware. Talk tubes shall be Model 11EC-036 as manufactured by:

UltraPLAY
1675 Locust Street
Red Bud, IL 62278
Phone: 1-888-403-7684
www.UltraPLAY.com

Or approved equal.

Distributed by:

Today's Classroom
6551 Middlebranch Ave NE
Canton, Ohio 44721
Phone: 1-877-909-9910
www.todaysclassroom.com

- B. Anchoring shall be direct embedment in concrete.
- C. Color shall be selected by the Landscape Architect from standard manufacturer offerings during the submittal process.

2.03 WATER TABLE (ADD ALTERNATE 2)

- A. Contractor shall provide one (1) commercial quality water table with all necessary embedment hardware. Water table shall be Model MEC-049 Double Waterway as manufactured by:

UltraPLAY
1675 Locust Street
Red Bud, IL 62278
Phone: 1-888-403-7684
www.UltraPLAY.com

Or approved equal.

Distributed by:

Today's Classroom
6551 Middlebranch Ave NE
Canton, Ohio 44721
Phone: 1-877-909-9910
www.todaysclassroom.com

- B. Contractor shall be responsible to provide all concrete and necessary hardware for installation per manufacturer details.

2.04 LOG BALANCE BEAM

- A. Contractor shall provide one (1) 8' natural log with a diameter of 14" to 18" sawn on one side flat to create a balance beam. The log shall be cut from locally grown felled trees that adhere to the following criteria:
- a. Wood species utilized must be naturally rot resistant such as Cedar (Red or White), Tamarack, or Black Locust.
 - b. Trees must have been felled within two years of intended use for the project.
- B. Logs may be sourced from local tree companies or saw mills specializing in rot and insect resistant wood such as:

Windy Hill Farm Saw Mill
Attn: Joe Tatarro
715 Hammet Road
Coventry, RI 02816
401-265-0455

Or approved equal.

- C. Log shall be straight and true and meet the dimensional requirements shown on the project plans and details. Bark may be left on log edges.

2.05 NATURAL LOG STEPPERS, SEATS, AND WAFERS

- A. Contractor shall provide and install natural logs for use as stepping units and seating elements as shown on the project plans and details. Logs shall be cut from locally grown felled trees that adhere to the following criteria:

- a. Wood species utilized must be naturally rot resistant such as Cedar (Red or White), Tamarack, or Black Locust.
 - b. Trees must have been felled within two years of intended use for the project.
- B. Logs may be sourced from local tree companies or saw mills specializing in rot and insect resistant wood such as:

Windy Hill Farm Saw Mill
Attn: Joe Tatarro
715 Hammet Road
Coventry, RI 02816
401-265-0455

Or approved equal.

- C. All logs shall be straight and true and meet the dimensional requirements shown on the project plans and details. Bark may be left on logs intended for individual steppers and seats.
- D. Provide a sample of proposed logs to the Landscape Architect for approval prior to ordering and final fabrication. No materials shall be ordered until official approval is received from the Landscape Architect.
- E. Anchoring shall be direct burial per plan details. Ensure sufficient cutoff lengths to provide adequate burial depths.
- F. All edges along the top of the logs shall be rounded utilizing a router or sanding equipment. All splintered wood, and extremely rough surfaces shall be smoothed to prevent injury.

2.06 SAND PIT

- A. Contractor shall construct custom sand pit area comprised of a perimeter of natural boulders as outlined on the project plans and details. The natural boulders shall define the sand play pit.
- B. Boulders shall be locally sourced and meet the size and general shapes shown on the project plan and details. Boulders shall be comprised on stable, hard materials that are not susceptible to peeling or exfoliation.
- C. Boulders shall be relatively clean and free of stuck mud and debris.
- D. Boulders shall be generally rounded with no sharp edges or angular features.
- E. Sand for pit shall be high quality clean washed sand with a low dust content such as sand labeled for play, pool sand, washed concrete sand, or similar. Submit one quart bagged samples of available sand options to the Landscape Architect prior to ordering and installation.
- F. Geotextile fabric used as a soil separator shall be Mirafi 140N non-woven geotextile or approved equal.

2.07 WOOD STAGE AND BOARDWALK DECK (ADD ALTERNATES 1 AND 3)

- A. All structural lumber shall be #1 pressure treated southern yellow pine. All wood that will be placed within 1' of finished grade shall be rated for ground contact.
- B. All decking shall be comprised of composite material with a wood grain and full depth color that is U.V. resistant such as Trex Select[®] as manufactured by:

Trex Corporation
160 Exeter Drive
Winchester, VA 22603-8605
Phone: 1-800-289-8739
www.trex.com

- C. Composite decking color to be selected by owner from standard material selections.
- D. All decking fasteners shall be stainless steel or coated composite decking screws with color to match decking as closely as feasible.
- E. All exposed pressure treated lumber such as the 8"X8" sign posts, bollard, board fence shall be stained with a high quality semi-transparent stain. Color to be selected by Landscape Architect or Owner.

2.08 SAFETY SIGNAGE

- A. Contractor shall provide and install one (1) 12"X18" "Playground Rules" safety sign as shown on the project drawings and/or directed by the Landscape Architect.
- B. Signs shall be fabricated from .080 aluminum with vinyl overlay for all text, logos, and images. Edges shall be rounded.
- C. Provide shop drawing submittals of all signs for approval by landscape architect prior to fabrication. Once submittals are approved, they may be fabricated and installed.
- D. Contractor shall supply all necessary hardware and fasteners to affix the signs to wood or steel posts, fencing, buildings, or other areas as directed by the Landscape Architect. All fasteners and hardware shall be stainless steel, galvanized steel, aluminum or other corrosion resistant material. Wood utilize for affixing signs shall be ACQ pressure treated southern yellow pine or equivalent rot resistant wood material.

PART 3 - EXECUTION

3.01 SLIDE

- A. Install slides in accordance with the project plans and details, as well as manufacturer recommended installation recommendations.
- B. Work with the Landscape Architect to determine the most appropriate attachment detail. Required hardware and actual attachment may vary from details provided. Contractor shall provide all necessary hardware for appropriate attachment.

3.02 TALK TUBES

- A. Install in accordance with manufacturer instructions and details provided as part of the project drawings. If manufacturer installation instructions or details conflict with project drawings, manufacturers details prevail.
- B. Run 1 1/4" Polyethylene irrigation pipe or PVC pipe between talk tube locations set below grade.
- C. Set talk tube base in concrete with minimum strength of 3000 psi per manufacturer details.
- D. Verify all final heights from surfacing and surrounding structures to ensure they meet manufacturer instructions and all ASTM and CPSC regulations.
- E. Attach tubing to each talk tube riser and link in series to each additional talk tube.

3.03 WATER TABLE (ADD ALTERNATE #2)

- A. Install in accordance with manufacturer instructions and details provided as part of the project drawings.

3.04 LOG BALANCE BEAM

- A. Set balance beam directly on top of processed gravel. If additional elevation is necessary build up grade under beam with processed material to achieve necessary beam height between 8" and 12" from finished surrounding grade.
- B. Set log firmly onto ground and pack to prevent rolling.
- C. Drill 9/16" holes at 3 locations along the top of the log and set 1/2" X 2' rebar directly through the top of the log directly into the compacted processed layer below.
- D. Ensure rebar is countersunk below top of log 1" minimum and fill holes with silicone elastomeric to match log color.

3.05 NATURAL LOG SEATS, WAFERS, AND INDIVIDUAL AND GROUPED LOG STEPPERS

- A. Install in accordance with the plans and details provided as part of the project drawings.
- B. Set base in concrete with minimum strength of 3000 psi or with #57 (3/4") clean crushed stone as required in the project details.
- C. Verify all final heights from surfacing and surrounding structures to ensure they meet manufacturer instructions and all ASTM and CPSC regulations.

3.06 SAND PIT

- A. Construct the log perimeter as shown on the detail plan. Install boulders where shown and ensure they are stable and form a contiguous perimeter.
- B. Level subgrade material and compact. Install geotextile fabric over subgrade and affix with staples if necessary.
- C. Install sand to top of surrounding pavement or to the elevations shown on the plans and details.

3.07 WOOD STAGE AND BOARDWALK DECK (ADD ALTERNATES 1 AND 3)

- A. Frame decks in accordance with provided details. Consult with landscape architect regarding details to confirm construction method.
- B. Install per details provided.

3.08 SAFETY SIGNAGE

- A. Contractor shall consult with Landscape Architect prior to sign installation to review sign locations and attachments.
- B. Attach signs to buildings, fencing, posts, or other solid structures as required with fasteners and hardware as outlined herein. Contractor shall supply all mounting hardware.
- C. Provide stake signs to the Owner or Landscape Architect for Installation.

3.09 POST INSTALLATION INSPECTION

- A. Once installation of components are complete the Contractor shall notify the Landscape Architect for a follow up inspection. The Landscape Architect will inspect the components within 48 hours of notification to ensure they meet approved shop drawings, guidelines, and specifications. Any deficiencies will be noted and will be required to be corrected immediately.

3.10 DOCUMENTATION

- A. At the completion of the project, prior to final payment, Contractor shall provide all available manufacturer certificates, maintenance manuals, installation guides, and regulatory compliance documentation to the Owner or Landscape Architect.

3.11 CLEANUP

- A. The Contractor is responsible to clean up all site debris to include all boxes, straps, crating, wood, cardboard, foam, and other packing elements. Clean and blow out all hardscape areas. Repair any damaged existing elements.

- END OF SECTION 11 68 13 -

PLAYGROUND EQUIPMENT

32 18 16 PLAYGROUND PROTECTIVE SURFACING

PART 1 - GENERAL

1.01 **RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Special Conditions and Division-1 Specification sections, apply to work of this section.
- B. Examine all Contract Drawings and all other sections of the specifications for requirements therein affecting the work of this Section.

1.02 **SCOPE**

- A. The Contractor shall provide all labor, materials and appurtenances necessary for installation of protective playground surfacing to include engineered wood fiber and reused synthetic turf surfacing as shown on the project plans and details. The protective surfacing "system" shall include all necessary preparation and related components required to properly install the surfacing to meet fall heights of playground components located in the protective zone.
- B. Contractor shall be responsible to remove existing synthetic turf carpeting and pad from the Bradford Elementary School and transport it to the Babcock Hall playground site for re-installation as outlined herein. Contractor shall include all costs for removal, transport, and reinstallation of the turf surfacing.
- C. All surfacing shall be designed to meet or exceed current ASTM and CPSC safety standards and guidelines related to protective surfacing. **Each system's shock attenuation within fall zones shall have an average Head Impact Criteria (HIC) value less than 1000 immediately following installation, based on ASTM F1292 (latest version) testing standards.** As designed, the protective surfacing provided meet these standards.

1.03 **STANDARDS AND DEFINITIONS**

- A. The following standards and definitions shall apply to the work of this Section.
 - 1. Impact Attenuation - ASTM F1292 (latest edition): Impact attenuation test results will be provided to the Owner or Owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC)).
 - 2. Engineered Wood Fiber Surfacing - ASTM F2075 (latest edition) - This document sets standards for engineered wood fiber for use as playground surfacing under and around playground equipment.

1.04 RELATED WORK IN OTHER SECTIONS

A. Section 11 68 13 – Playground Equipment.

1.05 SUBMITTALS

- A. Provide CPSC and ASTM compliance documents for engineered wood fiber. Submittal shall include manufacturer, wood mulch specifications, and testing data for compliance with ASTM F1292 and ASTM F1951.
- B. Submit data of proposed seaming glue and anchoring boards for synthetic turf.

1.06 DELIVERY, STORAGE AND HANDLING

A. Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage and to protect against damage, weather, vandalism and theft. The Contractor shall ensure that materials are not left out in the open for extended amounts of time.

1.07 COORDINATION WITH WORK ACTIVITIES

A. The Contractor shall properly coordinate the installation of all playground surfacing with other site activities accordingly to allow work to proceed in a smooth and logical manner. It is the sole responsibility of the Contractor to ensure activities proceed in an orderly fashion that allows conformance with the drawings and specifications and maintains project time tables. Contractor shall ensure all excavation, fill, paving, and other operations are complete, and surfacing bases have been approved, prior to scheduling or implementing surfacing work.

1.08 QUALITY ASSURANCE

- A. The turf installer shall meet the following criteria:
 - a. Turf installers must be experienced in the installation of this type of artificial turf system and provide project references of the synthetic grass system being installed a minimum of ten (10) similar exterior sites in the Northeast region of the United States over the last 3 years.

PART 2 - PRODUCTS

2.01 SYNTHETIC TURFGRASS SYSTEM

A. The synthetic turf grass carpet shall be reused from the Bradford Elementary School. The current system is comprised of the nylon turf carpet over a 1/2" rubber pad. The existing carpet is anchored to a wood rim board along the perimeter. The Contractor shall detach the existing turf carpet and pad from the perimeter rim boards, split the seams at the original glue areas, carefully roll up

**Custom Playground Installation
Babcock Hall Pre-K, Westerly, Rhode Island**

the turf and transport the carpet and pad to the Babcock Hall play area for re-installation. Contractor is not responsible to restore the Bradford Elementary site. However, they must leave the Bradford site in relatively clean condition.



Bradford Elementary School is located at 15 Church Street, Westerly (Bradford), RI 02808. The area where the synthetic turf resides can be accessed from the Church Street side. Use of a dump truck and trailer will likely be required to carry turf. In addition, a small skid steer may be required to carry the weight of the turf depending on the size of the panels. Contractors should review the site prior to lifting and transporting synthetic turf carpet.



- B. Perimeter anchoring boards shall be comprised of 1"X2" or larger CPVC boards with 1"X2"X8" anchor stakes to properly secure edges from lifting. Provide submittal of proposed anchoring boards.
- C. 12" galvanized nails shall be utilized in locations where carpet cannot be anchored to the surface with nailer boards.
- D. All seams shall be glued in the field by the field installer using a manufacturer recommended high strength adhesive labeled for use on synthetic turf. Provide submittal information for all seaming materials.

2.02 ENGINEERED WOOD FIBER SYSTEM

A. The engineered wood fiber system shall contain 100 percent pre-consumer recovered wood designed to reduce injuries on playgrounds and provide a stable resilient surface for trails. System shall be tested according to ASTM methods to ensure compliance with ADA, ASTM, CPSC, and CSA standards for playground surfacing. EWF shall meet the following criteria:

- 1. Composition: Engineered wood fiber. No chemical treatments or additives.
- 2. Compliance: Meet or exceed CPSC guidelines for impact attenuation.
- 3. Recycled Content: 100 percent pre-consumer recovered materials.
- 4. Dimensions: Per sieve analysis, ASTM F2075 / 4.4: Meets Criteria.
- 5. Hazardous Metal, ASTM F 2075 / 4.5: Meets Criteria.
- 6. Tramp Metal, ASTM F 2075 / 4.6: Meets Criteria.
- 7. Coefficient of Permeability, ASTM D 2434: Greater than 0.6 cm/s.
- 8. When bonded: Permeability per falling head test, EM1110-2-1906-VII-13: 191.19 gal/min/sq.ft.
- 9. Moisture Absorption: Maximum of 150 percent by weight.
- 10. Moisture Content: 25 to 60 percent by weight.
- 11. Density: 15 to 24 pounds per cubic foot.
- 12. Impact Attenuation: ASTM F 1292. Meets criteria.
- 13. IPEMA Certification: 8 inch thickness rated to 8 feet and 12 inch thickness to 12 feet.
- 14. Accessibility, ASTM F 1951: Meets criteria.
- 15. Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering
- 16. Flammable, Meet 16 CFR 1500.44, Federal Hazardous Substances Act Title 16, Chapter II, Subchapter C for Rigid and Pliable Solids:

B. Vendor Alternatives:

In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to

ASTM F1292 & F2075. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org. The following are known qualified and acceptable local and regional EWF manufacturers and distributors that may be submitted for this project provided their product and warranty meet the performance standards set forth herein:

1. Rhode Island Mulch, Inc.
Express Blower Services
P.O. Box 36
Narragansett, RI 02882
www.rhodeislandmulch.com
401-782-6000

2. M.E. O'Brien and Sons, Inc.
Meghan O'Brien, President
93 West Street, Unit F
Medfield, MA 02052
www.obrienandsons.com
508-359-4200

3. J.P. LaRue, Inc.
35 Oak Forest Drive
Little Compton, RI 02837
www.jplarue.com
1-800-986-3716

All proposed EWF products will be considered if the proposed vendors can meet the performance specifications contained herein. Contractor shall submit all product, warranty, and installation data as outlined in this section after project award. Contractors should note that acceptance of EWF product/vendor/ installer will be based on a thorough review of product materials, installation, and performance measures and therefore must demonstrate that they meet or exceed product and installation performance criteria outlined herein in all regards. These specifications are intended to outline a MINIMUM standard for product performance.

PART 3 - EXECUTION

3.01 REVIEWS AND SUBMITTALS

- A. Prior to protective surfacing installation the Contractor shall provide all product samples, data, and installation information as outlined herein. Do not order materials until approval is provided.

3.02 INSTALLATION AND PERPARATION OF PROTECTIVE SURFACING BASE

- A. Prepare subgrade surfaces per drawings and details. Ensure all subgrade surfaces and thoroughly compacted prior to installing surfacing.

3.03 SYNTHETIC TURF INSTALLATION

- A. Install CPVC perimeter retainer board as outlined on the project drawings and details. Retainer board shall be attached to stakes and bend as necessary to conform to curves of the site. In instances where a board cannot be provided, Contractor may utilize 12" spikes driven directly into the ground at 12" intervals.
- B. After a final inspection and approval of the prepared base and retainer edge by the Landscape Architect, the synthetic turf installation shall begin. The first roll shall begin with the longest perpendicular cross-field distance. No head seams shall be permitted.
- C. The rolls of turf shall be rolled out a minimum of four hours prior to starting seaming procedures and allowed to relax/expand.
 - a. All visible wrinkles shall be stretched out before seaming.
 - b. Seams shall be flat, tight and permanent with no separation or fraying.
 - c. Synthetic turf yarn fabric that is trapped or glued between seams shall be freed from the seams by hand or other approved method to an upright position prior to the commencement of brushing and top dressing procedures.
 - d. All synthetic turf seams shall be assembled as follows: The full width rolls shall be laid out across the play area. Trim as necessary around fixtures, posts, etc.
 - e. Utilizing approved adhesive each roll shall be attached to the next.
- D. After final trimming of the turf, the turf shall be screwed or nailed to the perimeter boards or spiked to the processed gravel base.
- E. Clean surface of all loose fibers and materials.

3.04 ENGINEERED WOOD FIBER INSTALLATION

- A. Prepare the site in accordance with the project drawings and details. Ensure that drainage is routed away from or around the playground area to prevent sand, soil, silt, or other foreign material from contaminating the EWF.
- B. Install playground equipment, prepare base and install filter fabric as shown on the project drawings and details. Overlap seams 4"-6" minimum and staple to soil as required.
- C. Spread Engineered Wood Fiber in 6 in. maximum layers. Rake level, wet, and mechanically compact each layer twice with flat surface compactor. Change direction 90 degrees on second compaction. Conform to the minimum depths shown on the project drawings and details. Compact wood fiber and top coat as necessary to achieve final thickness.

3.05 CLEANUP

- A. The Contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surface and installed items.
- B. All usable remnants of synthetic turf material shall be neatly rolled up and turned over to the Owner at a place and area designated by the Owner.
- C. Surface, recesses, enclosures, etc. shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the Owner.

- END OF SECTION 32 18 16 -

PLAYGROUND PROTECTIVE SURFACING