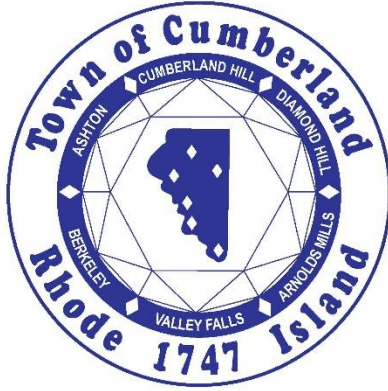


TOWN OF CUMBERLAND, RHODE ISLAND



THE AMARAL BUILDING UNDERGROUND STORAGE TANK CLOSURE

TOWN OF CUMBERLAND
COUNTY OF PROVIDENCE
RHODE ISLAND

BID # 2023-1103-01

October 2023



INVITATION TO BID
TOWN OF CUMBERLAND, RHODE ISLAND

BID # 2023-1103-01

Notice is hereby given that the Town of Cumberland will be accepting bids for the:

The Amaral Building Underground Storage Tank Closure

The Town of Cumberland will accept sealed bids for **“THE AMARAL BUILDING UNDERGROUND STORAGE TANK CLOSURE”** at the office of the Mayor, Attn. Sarah King, Town Hall, 45 Broad Street, Cumberland, Rhode Island, 02864, no later than **10:00 AM on November 3, 2023**, at which time bids will be opened and read aloud in a manner accessible to the public in the Town Council Chambers. There will be a non-mandatory pre-bid on Monday, October 23rd, 2023 at 10 AM.

Bidding Documents and Contract Specifications will be posted on the Town website at www.cumberlandri.org, and the RI State Purchasing website at www.purchasing.ri.gov.

The contract will be awarded to the lowest, qualified, responsible bidder. The Town of Cumberland reserves the right to accept or reject, without prejudice, all bids to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of the Town of Cumberland. The Town of Cumberland does not discriminate based on age, race, religion, national origin, color, or disability in accordance with applicable laws and regulations.

Bids must be submitted in sealed envelopes with the above-noted proper title endorsed thereon, in the form provided with executed copies of Appendices A and B, and addressed and delivered to the Mayor’s Office, Attn. Sarah King, Town of Cumberland at the above-referenced address. The bid submittal shall consist of the original bid proposal and **three (3) copies of the bid.**

All bids are due by 10:00 AM on November 3, 2023, at which time bids will be opened and read aloud publicly in the Town Council Chambers.

Questions regarding this bid shall be directed to Sarah King at sking@cumberlandri.org

RECEIPT AND OPENING OF PROPOSALS:

Sealed proposals will be accepted and time stamped upon receipt in the Office of the Mayor, Attention: Sarah King, 45 Broad St., Cumberland, Rhode Island 02864.

Bids Due: November 3, 2023, no later than 10:00 AM.

Bid Opening: Bids will be publicly opened and read aloud in the Town Council Chambers at 45 Broad Street, Cumberland, RI

FORM OF BID:

Proposals shall be submitted in duplicate on the form provided with supplemental information, warranties and other required documentation, literature, and materials on the bidder's own form.

SUBMISSION OF BIDS:

1. Envelopes containing bids must be sealed and addressed to the Office of the Mayor, Attention: Sarah King, Cumberland Town Hall, 45 Broad St., Cumberland, RI, 02864, and **must be marked with the name and address of the bidder and name of item in bid call, Bid #2023-1103-01 . *The Amaral Building Underground Storage Tank Closure.***
2. The Town of Cumberland will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
3. Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
4. Unless otherwise specified, no bid may be withdrawn for a period of sixty (60) days from time of bid opening.
5. 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.
6. Proposals received prior to the time opening will be securely kept unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.
7. Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

RHODE ISLAND SALES TAX:

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

FEDERAL EXCISE TAXES:

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

QUALIFICATION OF BIDDERS:

The owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the Town with all such information and data for this purpose as may be requested.

ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the Plans, Specifications, or other Contract Document will be made to any bidder orally. Every request for such interpretations should be in writing, addressed to Sarah King at sking@cumberlandri.org, and to be given consideration must be received at least three (3) days prior to the date fixed for the opening of the bids.

The Town is not responsible for information obtained from any other source.

HOLD HARMLESS:

The contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances, and property of every description used in connection therewith. The contractor agrees to indemnify and save harmless the Town of Cumberland, its employees and agents, against loss or expense by reason of the liability imposed by law upon the contractor, all sub-contractors, or owner for damage because of bodily injuries, including person or persons or on account of damage to property arising out of or in consequence of the performance of this work whether such injuries to persons or damage to property are due or claimed to be due to any negligence, including gross negligence, of a sub-contractor, the owner, the general contractor, his or their employees or agents, or any other person.

AMARAL BUILDING UNDERGROUND STORAGE TANK CLOSURE SCOPE OF WORK

An abandoned underground storage tank (UST) was discovered at the site of the former Amaral Building at 16 Mill Street, Cumberland, Rhode Island (the Site). The parcel containing the UST is identified as Plat 002, Map 0096, Lot 000 as is owned by the Town of Cumberland. The building at the Site is currently vacant and was previously used as street-level retail with a residential apartment on the second floor. Site topography is relatively flat and slopes gradually down to the south towards Mill Street and the Blackstone River. The UST is assumed to be a 1,000-gallon former #2 heating oil tank that is estimated to be half full of fuel oil. The UST location is shown on attached Figure 1. GZA observed the top of the tank to be approximately 2 feet below the ground surface. The contractor should assume groundwater will not be encountered during the work.

The Town is seeking a qualified contractor to clean and remove the UST in accordance with the Rhode Island Department of Environmental Management's Rules and Regulations for Underground Storage Facilities Used for Regulated Substances and Hazardous Materials (UST Regulations) dated January 2023 and the attached construction specifications.

The Town will be responsible for pumping out the oil in the tank.

BASE SCOPE OF WORK

The contractor shall conduct the following Base Scope of Work:

- All work shall be conducted in accordance with the attached specifications and RIDEM's UST Regulations.
- All contractors shall be licensed to conduct UST removals in Rhode Island.
- The Town will be responsible for submitting a UST closure application to RIDEM.
- Furnish all labor, materials, services, insurance, tools, equipment, temporary controls and incidentals to perform the Work in accordance with the Contract Documents, including applicable laws, permits, regulations, codes, access agreements, ordinances and standards.
- Obtain (including paying all fees and providing all bonds) and maintain all local, state, and federal permits required to facilitate performance of the Work including DigSafe Clearance.
- Mobilization and Site Preparation:
- Excavate soil above and around the perimeter of the UST as needed to expose the tank for cleaning and removal. Non-oil impacted and oil impacted soils encountered during excavation shall be managed in two separate stockpiles, separately as directed by the Engineer (GZA GeoEnvironmental). Soils that are observed to be non-oil impacted, will be reused onsite as directed by the Engineer (GZA GeoEnvironmental).
- Cut open the top of the UST and clean the inside of the UST to remove any remaining oil residue. Collect and properly dispose of any residue and debris generated from the cleaning process. Assume three 55-gallon drums of residue and debris will be generated from the UST cleaning process. In addition, remove all associated tank piping and vents lines.
- Cut, Rig and hoist tank out of the excavation and transport the tank offsite for recycling to a properly licensed disposal / recycling facility.
- The tank excavation shall remain open for RIDEM and the Engineer (GZA GeoEnvironmental) to observe the tank excavation for petroleum leakage and staining, collect confirmatory soil samples and receive laboratory analytical results. The contractor should assume the tank excavation will remain open for three (3) weeks.
- Provide temporary construction fence around UST excavation to secure the area for up to three (3) weeks.
- The excavation shall only be backfilled once approved by RIDEM and the Engineer.

- Backfill the excavation to surrounding grade with 15 cubic yards of imported process gravel, compacted in 12-inch lifts, to 95% of the modified proctor value. The contractor shall be responsible for field compaction testing and geotechnical and environmental laboratory testing of gravel source material. The contractor shall collect one sample of imported gravel for the following analysis:
 - Gradation (ASTM D422/ASTM C136/C136M)
 - Modified Proctor (ASTM D1557)
 - Material Classification (ASTM D2487)
 - Any clean soil fill material brought on site is required to meet the Department's Method 1 Residential Direct Exposure Criteria or be designated by an Environmental Professional as Non-Jurisdictional under the Remediation Regulations.
- The tank excavation area will be graded and finished with a gravel surface.
- A sample of the imported gravel shall be submitted to the Town and Engineer for review, prior to the contractor prior to the contractor importing process gravel to the Site. The base price shall include up to 15 cubic yards of offsite material placement and compaction.
- Perform final equipment decontamination, site restoration and demobilize all personnel, equipment, and materials from the Site.
- Provide any other miscellaneous items required to complete the Work.

The contractor shall provide the name and location of all proposed disposal/recycling facilities where materials (sludge, soil and the UST) will be disposed of off Site.

UNIT PRICE WORK SCOPE:

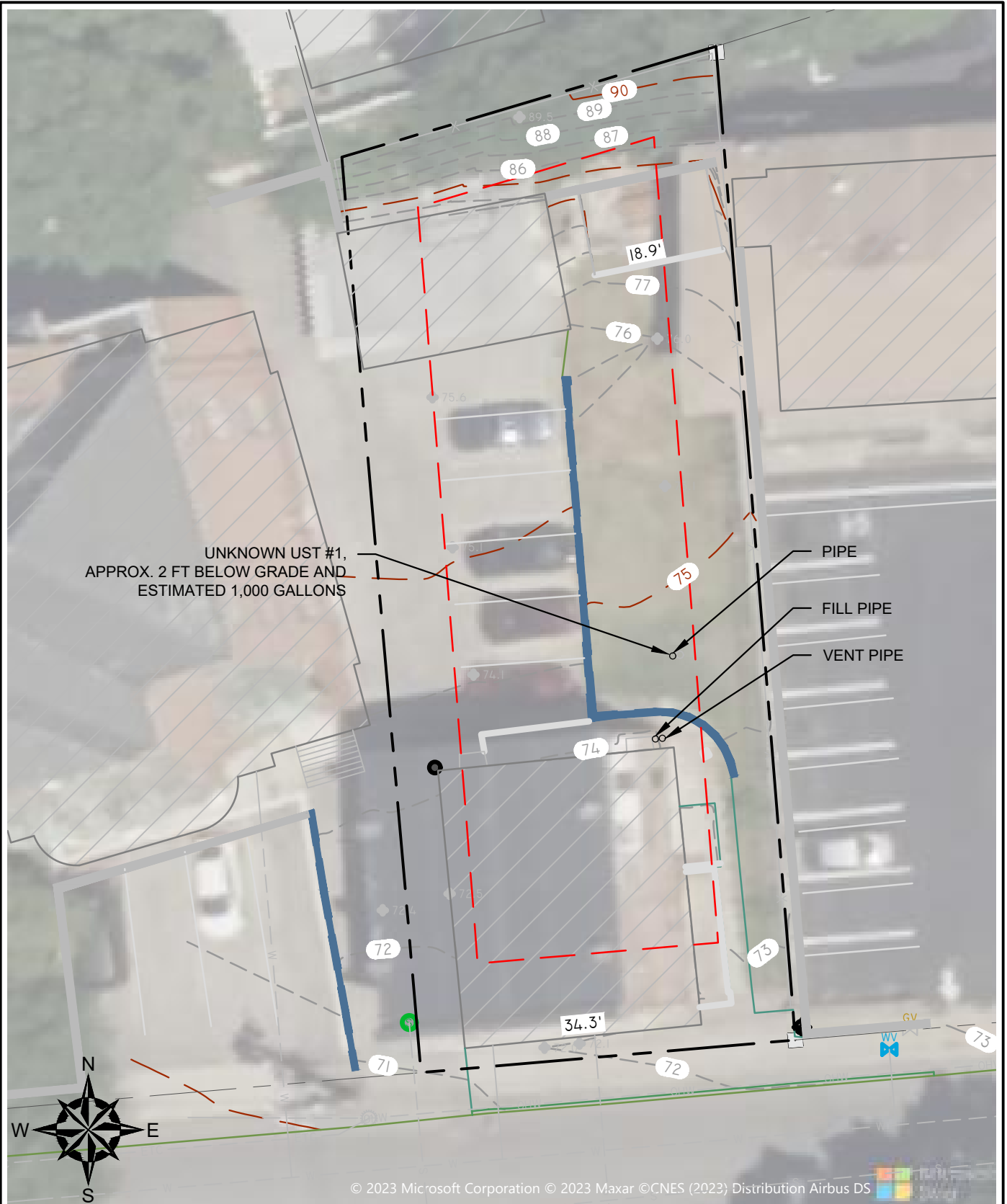
The contractor shall perform the following unit rate work as directed by the Engineer.

Unit Rate #1: The contractor will excavate, stockpile onsite and load contaminated soil observed at the bottom of the tank excavation into trucks or roll-off containers for characterization for off-site disposal at a licensed disposal facility. Stockpile material on and cover with 10-mil polyethylene sheeting. This unit rate will be based on the actual disposal weight as recorded by the disposal facility in Tons.

Unit Rate #2: The contractor will collect one soil sample for disposal characterization at a licensed disposal facility and preparation disposal applications. The Town is the soil generator and will sign disposal applications, as required. This unit rate will be Lump Sum, based on one soil sample and preparation of one disposal application.

Unit Rate #3: The contractor shall provide a disposal unit rate per ton for soil transport and disposal. Payment will be based on the actual disposal weight as recorded by the disposal facility in Tons. The contractor should assume the soil is petroleum impacted and suitable for recycling at asphalt batch plant or similar recycling facility.

Unit Rate #4: The contractor shall purchase, import, place and compact process gravel. This unit rate will be based on the actual weight recorded by the quarry in Tons.



UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

AMARAL BUILDING
 16 MILL STREET
 CUMBERLAND, RHODE ISLAND

UST LOCATION PLAN

PREPARED BY:



GZA GeoEnvironmental, Inc.
 www.gza.com

PREPARED FOR:

TOWN OF CUMBERLAND
 CUMBERLAND, RI

PROJ MGR: AIF

REVIEWED BY: RAC

CHECKED BY: AIF

FIGURE

DESIGNED BY: AIF

DRAWN BY: MEA

SCALE: AS NOTED

1

DATE: SEPT. 2023

PROJECT NO. 34257.01

REVISION NO.

SECTION 02 61 00
EXCESS MATERIALS MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Description
- B. Definitions
- C. References and Standards
- D. Submittals

1.2 DESCRIPTION

- A. Contractor shall furnish all labor, equipment, materials, tools, supervision, transportation, and incidentals necessary to handle, manage, dewater, stabilize, segregate, containerize and transport all excess materials to an Owner-approved reuse, salvage, recycling, treatment and/or disposal facility as specified herein and in accordance with all applicable Laws and Regulations.
- B. Contractor is responsible for all fees and other costs, including but not limited to, all tipping fees, state, local and federal taxes, and facility surcharges related to transportation and off-Site disposal.
- C. Contractor shall dewater, bulk, blend, solidify, or stabilize materials prior to off-Site transportation and disposal so that the material meets all local, state, and federal transportation requirements and all recycling facility and/or disposal facility requirements. Unless specified otherwise, on-Site processing of these materials to meet receiving facility requirements is considered incidental to the Work and no separate payment shall be made for this Work.
- D. Contractor shall be responsible for preparation of all waste profiles, Bills of Lading (BOLs), manifests, and other shipping documents. Contractor shall allow a minimum of 14-days for preparation of all disposal documentation requiring Owner signature.
- E. Owner will arrange for appropriate signatures on all necessary waste profiles and shipping documents as the Generator.
- F. All waste transporters shall possess valid licenses and permits issued by authorities having jurisdiction over transporting impacted wastes.
- G. Contractor shall contract directly with Owner-approved facilities to facilitate the off-Site transportation and reuse, salvage, recycling, treatment and/or disposal of all excess materials generated during the Work.

1.3 DEFINITIONS

- A. Waste Material shall be defined as follows:
 - 1. Any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14);
 - 2. Any "pollutant or contaminant" under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and
 - 3. Any "solid waste" under Section 1004(27) of the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6903(27).
- B. Excess materials that may be encountered or generated during the Work include, but are not limited to, the following:
 - 1. Impacted Soil/Sediment – includes soil and/or sediment excavated and/or removed during the Work and the source excavation that has been processed, either by drying, dewatering, bulking, blending, solidifying, stabilizing, sizing, segregating, or other technique, such that, prior to and during transportation and disposal, the soil and/or sediment meets all local, state, and federal transportation requirements and all recycling facility and/or disposal facility requirements, including both physical and analytical

requirements. Impacted Soil/Sediment will be either Non-hazardous or Hazardous. These materials shall be further categorized consistent with the following:

- a. Impacted Soil or Sediment - Non-hazardous – includes soil and/or sediment excavated and/or removed during the Work that is nonhazardous. It is the intent of the Work to re-use Impacted Soil or Sediment – Non-Hazardous as fill beneath the engineered cap to the maximum extent practical. Excess Impacted Soil or Sediment -Non-hazardous shall be designated for disposal at an Owner approved thermal desorption facility or Non-hazardous landfill.
 - b. Impacted Soil or Sediment - Hazardous – includes soil and/or sediment excavated and/or removed during the Work that is classified as a hazardous waste. These materials shall be disposed of at an Owner approved facility.
2. Unsuitable Soils – earthen materials (sands, clay, silts, gravels, boulders, etc.) that are either Impacted Soils/Sediments (Hazardous or Non-Hazardous) or do not comply with requirements of Suitable Soils specified in Section 31 05 13 – Soils and Aggregate for Earthwork.
 3. Construction Water – includes decontamination liquids, concrete wash water, excavation dewatering fluids including from the source area excavation, water from the saturated materials management pad, and stormwater runoff collected during the Work. Construction Water shall be handled according to the following classifications:
 - a. Non-Hazardous Liquids – includes liquid wastes generated that are classified as non-hazardous based on analytical testing results. All Non-Hazardous Liquids collected during the Work shall be disposed off-Site at an Owner approved facility.
 - b. Hazardous Liquids – includes liquid wastes generated during the Work that contain NAPL and/or classified as Hazardous based on analytical testing results. All Hazardous Liquids shall be disposed off-Site at an Owner approved facility.
 4. Solid Waste – includes non-impacted debris including, general refuse, and trash. Solid Waste shall be disposed off-Site.
 5. Tank Sludge – sludge materials removed from the UST which shall be disposed offsite
 6. Cleaned UST – the UST, once cleaned shall be taken to a metals recycling facility.

1.4 REFERENCE AND STANDARDS

- A. United States Environmental Protection Agency (USEPA) SW-846 Method 9095 - Paint Filter Liquids Test.
- B. Laws and Regulations applying to the Work under this Section include, but are not limited to, the following:
 1. 29 CFR 1910.120 - Hazardous Waste Operations and Emergency Response.
 2. 29 CFR 1918 - Safety and Health Regulations for Longshoring.
 3. 29 CFR 1926.65 - Hazardous Waste Operations and Emergency Response.
 4. 29 CFR 1926.600 through 29 CFR 1926.606, Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations.
 5. 33 CFR 155 - Oil or Hazardous Material Pollution Prevention Regulations for Vessels.
 6. 33 CFR 161, Navigation Safety Regulations.
 7. 40 CFR 261.3, 264, and 265, Resource Conservation and Recovery Act (RCRA).
 8. 49 CFR 106, Rule-Making Procedures.
 9. 49 CFR 107, Hazardous Materials Program Procedures.
 9. 49 CFR 171 through 49 CFR 185, Subchapter C – Hazardous Materials Regulations.
 10. USEPA 40 CFR 268.

11. Rhode Island Department of Environmental Management (RIDEM) Office of Waste Management, Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (the "Remediation Regulations").
 12. RIDEM, Rules and Regulations for Hazardous Waste Management, amended June 2010.
 13. RIDEM Air Pollution Control (APC) Regulation No. 5, Fugitive Dust
 14. RIDEM APC Regulation No. 9, Air Pollution Control Permits.
 15. RIDEM APC Regulation No.17, Odors.
 16. RIDEM APC Regulation No. 22, Air Toxics.
 17. Posted Weight Limits on Tolls and Bridges.
 18. Applicable USEPA Analytical Methods.
- C. Obtain required permits and approvals for contaminated waste transportation and disposal operations.
- D. Comply with hauling and disposal Laws and Regulations of authorities having jurisdiction.

1.5 SUBMITTALS

1. Contractor shall submit daily disposal truck logs to Engineer and include within Daily Activity Reports. Logs shall include date, waste type, transporter, disposal facility identification and location, BOL or manifest number, vehicle number, driver, and approximate volume and weight of waste.
2. Disposal Receipts: Prior to submission of a progress payment for Work including material disposal, and within 5 days of transportation from the Site, Contractor shall document actual disposal of the waste at the designated facility by providing disposal receipts from the facility to the Engineer. Such certificates and receipts shall bear the printed name of the facility operator and shall specify the date of delivery, specify quantity and type of material delivered, weight tickets, and shall be signed by a representative of the facility operator. Payment may be withheld at the discretion of Engineer for the disposal of materials for which there are no signed disposal receipts. Where applicable, receipts with tare weights from certified scales shall be obtained within 2 hours of dumping the load for disposal.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 SECTION INCLUDES

- A. Excess Materials Handling and Loading
- B. Off-Site Transportation and Disposal Procedures
- C. Tank Cleaning, Residual Disposal, and UST Recycling

3.2 EXCESS MATERIALS HANDLING AND LOADING

- A. Contractor shall perform the following tasks for the proper handling and loading of excess materials that shall be transported to the identified Owner-approved recycling or treatment/disposal facilities:
 1. Contractor shall arrange and pay for all testing necessary to properly characterize wastes for disposal at the selected facility in accordance with facility requirements. Contractor shall segregate excess material types by hazardous or non-hazardous waste classification, based on results of samples collected during the Work. It is the Owner's intention to reuse all Site materials to the extent practicable and obtain waste classification of non-hazardous for as much of the excess waste as practicable, to recycle whenever possible, and to minimize the amount of materials disposed.
 2. Excess materials generated during the Work shall be transferred to Contractor's Staging areas in locations pre-approved by the Engineer or Owner.

3. Stockpiled materials shall be managed in Contractor's Staging areas and shall be covered at the end of each Work day and during all non-working hours.
4. Contractor may utilize roll-off containers for saturated materials generated during the Work in lieu of constructing a saturated materials handling pad.
 - a. Roll-off containers shall be completely sealed to mitigate draining of liquids.
 - b. Roll-off containers shall be covered with tarpaulins during all non-working hours and when not in active use.
 - c. Saturated materials shall be stabilized within the roll-off containers for off-Site transportation.
 - d. In the event roll-containers are not consistently covered, Contractor shall be responsible for the disposal of precipitation collected within the roll-off containers at no additional cost to the Owner.
5. Contractor shall manage all excess materials such that characterization and removal can be performed efficiently.
 - a. Excess materials shall be managed in accordance with applicable laws, regulations, and disposal facility requirements governing transportation, recycling, and treatment/disposal.
 - b. Contractor shall employ environmental controls during all processes involving the generation, management, handling, temporary storage, and transportation of all excess materials.
 - c. No excess materials shall be stockpiled or stored outside the Limits of Work.
 - d. Unsuitable Site Soils/Sediment shall either be loaded onto trucks for off-Site transportation provided that the material meet the requirements of Owner-approved disposal/recycling facilities or transported to temporary on-Site Staging areas prior to off-Site transportation.
- B. Contractor shall be responsible for removal of solid waste and debris at the Site throughout the duration of the Work. At all times, Contractor shall ensure that the area within the Limits of Work and the adjoining areas, including roadways, access areas, and storage areas used, are free of solid waste and debris and shall clean up the Site and remove all solid waste and debris as Work progresses.
- C. Pack and label materials for transportation following all USEPA, RIDEM, and Rhode Island Department of Transportation (RIDOT) regulations.
- D. Contractor shall coordinate the labeling system for excavated material stockpiles, roll-off boxes, and debris stockpiles with Engineer and shall, at a minimum, include location, identification number, date of generation, and estimated quantity.
- E. Care should be taken not to overload waste containers. Debris shall be sized, as necessary, and placed in transport containers to achieve appropriate minimum densities.
- F. Contractor shall be responsible for maintaining all Contractors Staging areas and covers on stockpiles or transport containers throughout the Work at no additional cost to the Owner.
- G. Direct load waste materials to the maximum extent practicable.
- H. Load excess materials on vehicles to optimized quantities of each shipment.
- I. Inspect each vehicle before it leaves the Site and clean visible soil, sediment or debris.

3.3 OFF-SITE TRANSPORTATION AND DISPOSAL PROCEDURES

- A. Off-Site transportation and disposal of all excess materials generated as a result of the Work shall be in accordance with all applicable federal, state, and local regulations and the requirements of this Section.
- B. Contractor shall perform the following tasks for the proper off-Site transportation and treatment/disposal of all excess materials generated as a result of the Work:

1. Engage a licensed transporter.
 2. Transport the materials to the Owner-approved facility in appropriate containers or trucks per the applicable laws and regulations.
- C. Contractor shall coordinate the schedule and transport of materials with the Owner-approved facilities. Work delays due to scheduling or acceptance of the material at the disposal facilities for any reason will be at no additional cost to Owner.
- D. Waste shall be transported in lined and covered DOT-approved containers to be provided by waste transporter(s) or drums to be provided by Contractor and staged for waste classification sampling. Containers shall meet all US DOT shipping requirements. Shipping containers shall be filled to within legal weight and height limits for shipping. Waste shall be contained to comply with all approved disposal facility requirements.
- E. Contractor shall coordinate, manage, and pay for (as a part of the bid price) all waste handling activities including transportation to the approved receiving facilities. Contractor shall be responsible for all tipping fees, taxes, and facility surcharges for all waste categories. Waste handling activities shall be conducted in accordance with the approved schedule so as not to delay Work. Remove all waste as it accumulated so as not to impede Work progress.
- F. Any demurrage costs associated with transportation shall be solely borne by the Contractor at no additional cost to the Owner.
- G. Contractor shall prepare all waste manifests or BOLs, as appropriate, for each waste shipment. Owner will arrange for review and signature of these documents as generator.
- H. All vehicles shall follow approved trucking routes to/from the Site.
- I. All stockpiled excess materials generated as part of the Work shall be disposed from the Site within 30 days of completing Work.

3.4 Tank Cleaning, Residual Disposal, and UST Recycling

- A. Contractor shall remove any residual petroleum and/or oily water from inside the UST. Transport this oil (only) to Pascale Garage (17 Old Mendon Road, Cumberland, RI) for reuse.
- B. Contractor shall clean the inside of the UST to remove any remaining oil residue/sludge. Collect and properly dispose of any debris from the cleaning process.
- C. Contractor shall rig and hoist tank onto flatbed truck and remove it offsite for recycling to a properly licensed facility.

END OF SECTION

SECTION 31 00 00
EARTHWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Description
- B. References and Standards
- C. Quality Assurance
- D. Line and Grade Control
- E. Project Conditions
- F. Coordination

1.2 DESCRIPTION

- A. Contractor shall furnish all labor, equipment, materials, tools, supervision, and transportation necessary to perform all earthwork necessary to complete the Work consistent with Amaral Building Underground Storage Tank Closure Scope of Work, this Section and as shown on the Drawings. Earthwork activities include, but are not limited to, the following:
 - 1. Excavation Work including, but not limited to, the following:
 - a. UST excavation.
 - b. Site grading
 - 2. Management of all excavated materials consistent with Section 02 61 00 - Excess Materials Management and Disposal.
 - 3. Application of odor suppressing foam and covering of exposed soils and open excavations with polyethylene sheeting as directed by the Engineer.
 - 4. Furnish, place, and compact all backfill materials as described herein
 - 5. Subgrade preparation and placement of backfill to existing surrounding grade and as further specified herein.
 - 6. All other earthwork activities necessary to perform the Work as shown on Drawings.
- B. The intent is to minimize excavation to the extent practical and only excavate as necessary to complete Work described herein and as directed by the Engineer.
- C. Contractor shall perform all Work necessary to support earthwork and other Site activities, including but not limited to the following:
 - 1. Protection and preservation of all existing retaining walls, slopes, embankments, utilities, and miscellaneous Site features to remain. Contractor shall be responsible for the repair of any damage to existing utilities, structures, or other features as a result of his/her operations to the satisfaction of the Owner at no additional cost to the Owner.
 - a. Protection of the existing utilities including utility poles within and adjacent to the Site.
 - b. Protection of existing asphalt and sidewalks and buildings adjacent to the Site.
 - 2. Obtaining all required permits, licenses, and approvals of appropriate municipal, State, and utility authorities, prior to commencing the Work of this Section.
 - 2. Performing all appropriate subsurface utility location prior to performing any intrusive Work and providing sufficient notification to DigSafe as required by Rhode Island state law. Contractor shall provide DigSafe notification number to the Owner along with documentation of clearance at least 5 days prior to the performance of any intrusive activities.
 - 3. Providing products in sufficient quantities to meet the project requirements and maintaining reasonable availability as necessary to eliminate construction delays.

4. Dust and sediment control and maintenance of the Site and adjacent properties in a clean and unencumbered state as described in the Contract Documents.
5. Control and management of stormwater flows, and run-off as required to complete the Work. It is the intent of these Specifications to limit the flow of stormwater into the Work area(s).

1.3 REFERENCES AND STANDARDS

- A. All Work performed by Contractor shall be accomplished in accordance with all regulations and laws of local, State, and Federal agencies and utility companies.
- B. Latest version of the American Society for Testing and Materials (ASTM) standards:
 1. ASTM D422 – Standard Test Method for Particle-Size Analysis of Soils.
 2. ASTM D1557 – Test for Moisture - Density Relations of Soils Using 10 lb. Hammer and 18-inch Drop (Modified Proctor).
 3. ASTM D2216 – Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil.
 4. ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes.
 5. ASTM D2922 – Test for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 6. ASTM D3017 – Test for Water Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 7. ASTM D4318 – Test for Plastic Limit, Liquid Limit, and Plasticity Index of Soils.
 8. ASTM D6938 – Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Method (Shallow Depth).
 9. ASTM E329 – Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Instruction.
- C. Latest version of the American Association of State Highway and Transportation Officials (AASHTO) standards:
 1. AASHTO T88 – Particle Size Analysis of Soils.
 2. AASHTO T180 – Standard Specification for Moisture-Density Relations of Soils Using a 10 lb. Hammer and 18-inch Drop.
 3. AASHTO T 215 – Standard Method of Test for Permeability of Granular Soils (Constant Head).
- D. Occupational Safety and Health Administration (OSHA) Regulation 29 CFR Part 1926 - Occupational Safety and Health.
- E. The Rhode Island State Building Code, latest edition.
- F. The State of Rhode Island Coastal Resources Management Program.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements:
 1. Laws and Regulations applying to the Work under this Section include, but are not limited to, the following:
 - a. 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response.
 - b. 29 CFR 1926.65, Hazardous Waste Operations and Emergency Response.
 - c. 29 CFR 1926.650 through 29 CFR 1926.652, Subpart P - Excavations.
 - d. RIDEM Rules and Regulations for Underground Storage Facilities Used for Regulated Substances and Hazardous Materials.
 2. Obtain required permits and approvals including permits from working within public right-of-ways and streets.

- B. Quality Assurance Testing:
 - 1. Perform quality assurance testing for soil and aggregate materials in accordance with Section 31 05 13 - Soils and Aggregate for Earthwork.

1.6 PROJECT CONDITIONS

- A. Coordinate Work with that of other trades affecting or affected by Work of this Section and cooperate with such trades to assure the steady progress of the Work.
- B. Visit the Site to review all details of the Work and to verify dimensions in the field including headroom access and interferences from adjacent structures and utilities. Notify Engineer in writing of any discrepancy before performing any Work.
- C. Restore Site access as necessary to provide adequate Site ingress/egress during construction as requested by the Owner and Engineer.
- D. Locate and protect existing utilities to remain within the Work area in accordance with the Contract Documents. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Owner and Engineer immediately for directions as to procedure. Cooperate with the Engineer in keeping respective service and facilities in operation. Contractor shall repair damaged utilities to satisfaction of the Engineer and Owner. Do not interrupt existing utilities serving facilities occupied and used by others.

1.7 COORDINATION

- A. Contractor shall be responsible for notifying Engineer prior to the start of earthwork operations requiring observation.

PART 2 PRODUCTS

2.1 SECTION INCLUDES

- A. General
- B. Site Materials

2.2 GENERAL

- A. Soils and Aggregates: Refer to Section 31 05 13 - Soils and Aggregate for Earthwork for materials and testing requirements.

2.3 SITE MATERIALS

- A. Suitable Site Materials: Suitable Site Materials consist of materials generated during excavation and grading to achieve subgrade elevations specified on the Drawings and deemed acceptable for re-use as on-Site fill by the Engineer. Refer to Section 31 05 13 – Soils and Aggregate for Earthwork for a full definition of Suitable Site Materials.
- B. Unsuitable Site Materials: Unsuitable Site Materials consist of materials generated from on-Site sources that are classified by the Engineer as not meeting the requirements of Suitable Site Materials as specified herein. Identification of Unsuitable Site Materials will be at the sole discretion of Engineer. Unsuitable Site Materials shall be managed, handled, temporarily stockpiled, loaded, transported and disposed of off-Site in accordance with Section 02 61 00 - Excess Materials Management and Disposal. Petroleum impacted material shall be unsuitable for reuse. Material excavated from above the UST shall be stockpiled onsite and not reused as excavation backfill unless directed by the Engineer,

PART 3 EXECUTION

3.1 SECTION INCLUDES

- A. General
- B. Excavation
- C. Backfilling
- D. Compaction Requirements

- E. Maintenance
- F. Protection of Water Resources

3.2 GENERAL

- A. Contractor shall examine all Drawings and all other Sections of the Specifications for requirements therein affecting the Work of this Section.
- B. Work shall be carried out in such manner as to prevent undermining or disturbing any vegetation, existing utilities, poles, catch basins, fences, buildings, roadways, or other structures at or adjacent to the Site (unless otherwise scheduled to be removed and/or replaced as part of the Work). Contractor shall be responsible for the repair of any damage to existing utilities, structures, or other features as a result of his/her operations to the satisfaction of the Engineer and Owner at no additional cost to Owner.
- C. Consult official records of existing utilities, both surface and subsurface, and their connection, to be fully informed on all existing conditions and limitations as they apply to this Work and its relation to other Work.
- D. Field-locate and protect existing underground and overhead utilities to remain within the Limits of Work in accordance with the requirements of authorities having jurisdiction. If utilities are to remain in place, provide adequate means of protection during earthwork and construction operations including all coordination and costs associated with temporary support, disconnection, or re-routing of utilities. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult Engineer and Owner immediately for direction. Cooperate with Engineer and Owner in keeping services and facilities in operation. Repair damaged utilities to satisfaction of the Engineer. Do not interrupt existing utilities serving facilities occupied and used by others.
- E. Protect structures, utilities, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, dust, washout, and other hazards created by earthwork operations.

3.3 EXCAVATION

- A. General
 - 1. Perform all excavations to the limits and depths directed by the Engineer. Contractor shall not excavate beyond the limits necessary to complete the Work unless pre-approved by Engineer. Any unauthorized excavation shall be properly backfilled and compacted consistent with this Section and associated disposal cost for such excavated material shall be paid by Contractor at no additional cost to Owner.
 - 2. In the event excavation of Unsuitable Materials beyond the limits is deemed necessary by the Owner and Engineer, these materials shall be managed consistent with the requirements of these Specifications and the excavation shall be backfilled as directed by the Owner and Engineer.
 - 3. All excavation Work shall comply with the requirements of OSHA excavation safety standards (29 CFR Part 1926.650 Subpart P) and all other applicable federal, State, or local requirements. Where conflict between OSHA and State regulations exists, the more stringent requirements shall apply.
 - 4. Contractor shall perform the Work in a manner to maintain the stability of structures and utilities adjacent to the Work, insofar as structures or utilities may be jeopardized by excavation or associated Contractor operations. Contractor shall repair damage resulting from excavation or other construction activities in support of the Work to the original condition prior to damage and repair to a condition approved by Engineer. Owner shall bear no costs associated with damage to, and subsequent repair of, such structures and utilities.
 - 5. Contractor shall limit the extent of open excavations and must at a minimum protect excavations greater than 3 feet in depth left open within public right of ways and streets during working and non-working hours with steel road plates and warning barriers

consistent with the accepted Earthwork Plan and compliant with the requirements of OSHA.

6. Contractor shall protect excavations greater than 3 feet in depth left open within the Limits of Work during working and non-working hours with, at a minimum, Safety Fence consistent with the accepted and compliant with the requirements of OSHA. The source area excavation shall be protected with 6-foot-high chain link temporary fencing during working and non-working hours consistent with the requirements of OSHA.
7. Contractor shall construct temporary slopes and/or provide excavation support to stabilize and protect all excavated areas and adjacent structures, utilities, sidewalks and paved surfaces, as required to protect the Work and for compliance with OSHA requirements at no additional cost to Owner.

B. Subgrade Preparation and Protection

1. Suitable Site Materials shall be used to the maximum extent practical.
2. Prior to fill placement, the subgrade shall be compact, dry, and free from debris, organic material, ice, and snow.
3. Proof-Rolling Subgrades:
 - a. Prior to placing fill or constructing pavements, proof-roll the subgrade surface with sufficient proof-rolling apparatus. Before starting proof-rolling, submit to and obtain acceptance from Engineer of proof-rolling apparatus and procedures to be used.
 - b. Proof-rolling operations shall be made in the presence of Engineer. Notify Engineer at least 24 hours in advance of start of proof-rolling operations.
 - c. Subgrades displaying pronounced elasticity or deformation, deflection, cracking, or rutting shall be stabilized as directed by Engineer. Unsuitable materials shall be undercut to the depth directed by the Engineer and replaced with compacted Select Granular Fill. Other suitable stabilization methods may be directed by Engineer.
4. In certain areas, it may be necessary to stabilize soft subgrades at the base of excavations with $\frac{3}{4}$ -inch Crushed Stone prior to placement of backfill. Refer to Section 31 05 13 – Soils and Aggregate for Earthwork for crushed stone gradation requirements. A layer of non-woven Geotextile shall be placed between the exposed subgrade and crushed stone as well as between the crushed stone and the overlying materials if deemed appropriate by the Engineer.
5. Site shall be properly graded to limit surface water from entering the Work areas or ponding on the exposed soil subgrade. The exposed soil subgrade may be sensitive to disturbance and strength degradation in the presence of excess moisture. Construction traffic over the exposed soil subgrade shall be limited to the extent practical. The subgrade should also be considered frost susceptible.
6. Above the groundwater table, excavations and backfilling shall be conducted in the dry.
7. Contractor shall excavate in such a manner as to minimize disturbance of the underlying natural ground. Deterioration of the subgrade between excavation and initial fill placement shall be the responsibility of Contractor and shall be repaired at Contractor's expense.

C. Slope Stability

1. Slope sides of manned excavations shall comply with OSHA requirements and local codes and ordinances.
2. Shore and brace where sloping is not possible either because of space restrictions or instability of excavation sidewalls.
3. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

D. Shoring and Bracing

1. Provide shoring and bracing necessary to comply with OSHA requirements and local codes and authorities.

2. The contractor shall design and coordinate shoring and bracing as needed to construct the Work.
 3. Maintain shoring and bracing in excavations during all time periods when excavations are to be open. Extend shoring and bracing downward as excavation progresses.
 4. All shoring and bracing systems shall be designed, sealed, and stamped by a Professional Engineer registered in the State of Rhode Island. The design and plans will be reviewed for the general concept and arrangement with the understanding that it is Contractor's proposed design and method to construct the Work as specified in the Contract Documents and that Contractor is responsible for the safety and successful design and construction of the Work and compliance with all requirements of the Contract Documents.
- E. Dewatering
1. Contractor shall perform any dewatering necessary during the Work.
 2. Prevent surface water and groundwater from flowing into excavations and from flooding the Site and surrounding area.
 3. Do not allow water to accumulate in excavations.
 4. Dewatering fluids shall be managed in accordance with Section 02 61 00 – Excess Materials Management and Disposal.
- F. Disturbed Subgrade
1. Should the subgrade become disturbed, saturated, eroded or weave, Contractor shall take whatever means necessary to stabilize the subgrade at the discretion of the Engineer at no additional cost to Owner.
- G. Material Stockpiling and Handling
1. All material including those originating from the Site and imported materials shall be managed and controlled in accordance with Section 02 61 00 - Excess Materials Management and Disposal or pre-approved by the Engineer.
 2. It is the intent of these Specifications to reuse Suitable Site Materials to the maximum extent practical to limit the off-Site disposal of excess materials. Suitable Site Materials, as directed by the Owner and Engineer, shall be used to achieve subgrade elevations shown on the Drawings.
 3. Contractor shall be responsible for the management, loading, transportation, and off-Site disposal, at the unit rates provided on the bid form , of any Suitable Site Materials that are re-classified as Unsuitable Site Materials due to Contractor's management procedures.
 4. Construct, maintain, protect, and repair stockpiles for the duration of the project consistent with in locations approved by the Engineer and Owner and which shall not interfere with the progress of the Work and shall not damage existing structures. Stockpiles shall be placed on and covered with 10-mil polyethylene sheeting and surrounded by erosion controls. Polyethylene sheeting shall be secured with sand bags or by other means as determined by the contractor.
 5. Contractor shall be responsible for scheduling off-Site disposal of stockpiled materials as needed to perform the Work.
 6. Individual stockpile sizes for all materials temporarily stored on-Site shall not exceed 30 cubic yards unless approved by Owner.
- I. Cold-Weather Protection
1. Protect excavation bottoms and subgrades against freezing when atmospheric temperature is less than 32 degrees F.

3.4 BACKFILLING

A. General

1. Unless otherwise specified, place acceptable backfill materials in maximum 12 inch-thick lifts when compacted by a vibratory roller or 6 inch-thick lifts when compacted by a plate compactor to the required subgrade elevations. Compact each layer to the required degree of compaction specified herein. Excavation shall be backfilled to existing surrounding grade.
2. Backfill shall not be placed over a subgrade covered with standing water or that is frozen unless approved by Engineer. If there is standing water on the subgrade, the water shall be removed from the surface and any soft and yielding soil shall be removed or allowed to dry prior to backfill placement. If the subgrade is frozen it shall be thawed and re-compacted prior to placement of backfill.
3. Contractor shall backfill and restore all excavations and disturbed areas as described in Amaral Building Underground Storage Tank Closure Scope of Work, specifications and as shown on the Drawings. Any unauthorized excavation shall be properly backfilled consistent with the specifications and associated disposal cost for such excavated material shall be paid by Contractor at no additional cost to Owner.

B. Backfill Operations

1. Backfill excavations as promptly as work permits and as directed by the Engineer, but not until completion of the following:
 - a. Removal of underground storage tank
 - b. Removal of observed petroleum impacted soils as directed by the Engineer.
 - c. Receipt of confirmatory soil sample laboratory results, as directed by the Engineer.
 - d. Removal of shoring and bracing and backfilling of voids with satisfactory materials.
 - e. Removal of trash and debris.

C. Placement and Compaction

1. Each soil lift shall be systemically compacted by approved compaction equipment to the density specified herein.
2. Work areas shall be graded, shaped and otherwise drained in such a manner as to minimize soil erosion, siltation of drainage channels, damage to existing vegetation and damage to property and waterways outside the Limits of Work.
3. Compaction equipment in open accessible areas shall consist of a vibratory roller having a minimum drum weight of 10,000 pounds and a dynamic force of at least 20,000 pounds, unless otherwise approved by the Engineer.
4. Compaction equipment in confined areas (in trenches, excavations and adjacent to walls, structures or utilities) shall be accomplished by hand-operated vibratory equipment with either a heavy plate compactor with 800 pound minimum force, or a double drum walk behind compactor with 1,000 pound minimum force, unless otherwise approved by the Engineer.
5. Contractor shall use mechanical equipment designed specifically for compaction. Engineer reserves the right to disapprove any device of inadequate capacity or, in his opinion of a type unsuited to the character of material being compacted.
6. Prior to the end of each work shift, a layer of fill shall not be left uncompacted. Prior to terminating operations for the day, the final layer of fill shall be compacted with a smooth-drum roller to the required degree of compaction.
7. Contractor shall not place a layer of compacted fill on snow, ice or frozen soil. Removal of these unsatisfactory materials will be required as directed by the Engineer at no additional cost to Owner.

D. Backfill Below Pavement

1. In paved areas, backfill shall be placed in layers having a maximum loose lift thickness of 8 inches.

3.5 COMPACTION REQUIREMENTS

A. General

1. Backfill soils shall be compacted to the densities specified herein. Density is specified herein as a percentage of the maximum dry density achieved for a granular material when compacted as specified by ASTM D-1557, (Modified Proctor Test).
2. The density of ¾-inch Crushed Stone, R-1 Riprap, R-3 Riprap, 3/8-inch Pea Gravel, and crushed stone aggregates shall not require measurement.

B. Compaction Density Requirements

1. Compacted Process Gravel Material: Compact to 95% maximum dry density.
2. Suitable Site Materials: Compact to 95% maximum dry density.
3. Topsoil: Compact to 90% maximum dry density.

C. Moisture Control

1. Where subgrade soil material and/or fill placed must be moisture-conditioned before compaction, uniformly apply water to the surface as needed to obtain required compaction.
2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to the specified density..

3.6 MAINTENANCE

A. Reconditioning Compacted Areas

1. Where previously compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.

3.7 PROTECTION OF WATER RESOURCES

- A. Contractor shall not discharge fuel oil, hydraulic fluids, sewage, septic water or other deleterious substances to the environment.

END OF SECTION

SECTION 31 05 13
SOILS AND AGGREGATE FOR EARTHWORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Description
- B. References and Standards
- C. Quality Assurance
- D. Submittals

1.2 DESCRIPTION

- A. This Section includes descriptions of all soils and aggregate necessary to complete the Work.
- B. Materials specified herein shall meet the excavation, backfilling, and compaction requirements described in Section 31 00 00 - Earthwork.
- C. Contractor shall furnish all labor, materials, tools, supervision, and transportation necessary to perform soil and aggregate testing and analysis to meet the testing requirements as specified herein.
- D. The final acceptance of a source for all material will be at the discretion of Engineer. Engineer will be responsible for the acceptance or rejection of the suitability of all soil and aggregate materials furnished by the Contractor.
- E. All imported soils shall be free of chemical contamination and obtained from a source previously accepted by Engineer, as described herein.

1.3 REFERENCES AND STANDARDS

- A. Latest version of the American Society for Testing and Materials (ASTM) standards:
 - 1. ASTM C-33 - Standard Specification for Concrete Aggregates.
 - 2. ASTM C117 - Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing.
 - 3. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 4. ASTM D422 - Standard Test Method for Particle-Size Analysis of Soils.
 - 5. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ [600 kN-m/m³]).
 - 6. ASTM D1557 – Test for Moisture - Density Relations of Soils Using 10 lb. Hammer and 18-inch Drop (Modified Proctor).
 - 7. ASTM D2216 – Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil.
 - 8. ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes.
 - 9. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
 - 10. ASTM D4972-19 - Standard Test Methods for pH of Soils.
 - 11. ASTM D5856-15 - Standard Test Method for Measurement of Hydraulic Conductivity of Porous Material Using a Rigid-Wall, Compaction-Mold Permeameter.
 - 12. ASTM D2434 – 19 - Standard Test Method for Permeability of Granular Soils (Constant Head).
 - 13. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

14. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.
- B. Latest versions of the following United States Environmental Protection Agency (USEPA) Standards:
 1. USEPA SW-846 Method 6010, Inductively Coupled Plasma-Atomic Emission Spectrometry.
 2. USEPA SW-846 Method 7471, Mercury in Solid or Semisolid Waste (Manual Cold Vapor Technique).
 3. USEPA SW-846 Method 8081, Organochlorine Pesticides by Gas Chromatography.
 4. USEPA SW-846 Method 8082, Polychlorinated Biphenyls (PCBs) by Gas Chromatography.
 5. USEPA SW-846 Method 8100, Polynuclear Aromatic Hydrocarbons.
 6. USEPA SW-846 Method 8151, Chlorinated Herbicides by GC Using Methylation or Pentafluorobenzoylation Derivatization.
 7. USEPA SW-846 Method 8260, Volatile Organic Compounds by Gas Chromatography/Mass Spectrometry (GC/MS).
 8. USEPA SW-846 Method 8270, Semi volatile Organic Compounds by Gas Chromatography/Mass Spectrometry (GC/MS).
 9. USEPA SW-846 Method 9012, Total and Amenable Cyanide (Automated Colorimetric, with Off-Line Distillation).
- C. Occupational Safety and Health Administration (OSHA) Regulations:
 - a. 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response.
 - b. 29 CFR 1926.65, Hazardous Waste Operations and Emergency Response.
 - c. 29 CFR 1926.650 through 29 CFR 1926.652, Subpart P - Excavations.
- D. Rhode Island Department of Transportation (RIDOT) Standard Specifications for Road and Bridge Construction.
- E. Rhode Island State Building Code, latest edition.

1.4 QUALITY ASSURANCE

- A. Qualifications:
 1. Testing Laboratory: Retain the services of an independent testing laboratory to perform quality assurance testing required in this Section. Testing laboratory shall comply with ASTM E329, shall be certified for the geotechnical testing, chemical testing and analytical methods to be performed, and shall be experienced in the types of testing required.
- B. Quality Assurance Testing:
 1. Import Fill Materials:
 - a. Contractor shall collect samples and coordinate and pay for laboratory testing of proposed Import Fill Materials to verify compliance with these Specifications.
 - b. Advise Engineer not less than 3 days before sampling proposed Import Fill Materials. Engineer may elect to accompany Contractor to observe sampling.
 - c. Owner reserves the right to require additional tests, and more frequent testing, by Contractor where there is a change in the material being delivered to the Site or reused from the Site, at no additional cost to Owner.
 - d. Geotechnical Testing:
 - 1) Particle size/Stone size in accordance with ASTM D422/ASTM C136/C136M. Perform one test for every 2,000 cubic yards of the following types of material to be incorporated into the Work:

- (a) ¾-inch Crushed Stone
 - (b) Process Gravel
- 2) Material classification in accordance with ASTM D2487. Perform one test for every 2,000 cubic yards of the following types of material to be incorporated into the Work:
 - (a) ¾-inch Crushed Stone
 - (b) Process Gravel
- 3) Modified Proctor in accordance with ASTM D1557. Perform one test for every 2,000 cubic yards of the following types of material to be incorporated into the Work:
 - (a) Process Gravel
- e. Submit documentation that all materials to be used are certified clean materials including a Certification statement attesting that the materials are virgin materials from a commercial or non-commercial source, do not contain recycled material, and that to the best of the affiant's knowledge and belief, the material is not contaminated pursuant to any applicable remediation standards and is free of extraneous or solid waste.
- f. Owner reserves the right to require additional geotechnical tests, and more frequent testing, by Contractor where there is a change in the material being delivered to the Site, at no additional cost to Owner.
- g. Contractor shall document total amount and type of material imported to the Site. All import quantities shall be based on material weight slips. Contractor shall provide these quantities and slips to Owner and Engineer.

1.5 SUBMITTALS

A. Informational Submittals:

- 1. Qualifications Statement:
 - a. Testing Laboratory: With Bid, submit name and qualifications of testing laboratory to be employed. If more than one laboratory will be employed, submit qualification statement for each laboratory and indicate scope of testing assigned to each.
- 2. Quality Assurance Test Results Submittal:
 - a. Submit results of quality assurance testing performed within 24 hours after completion of each test and in accordance with this Section. Submit results for the following:
 - 1) Geotechnical and chemical tests performed for each type of Import Fill Material. Submit in accordance with this Section.
- 3. Source Quality Control Submittals:
 - a. Submit Suppliers name, source address, and contact information for each proposed Import Fill Material.
 - b. Submit not less than 14 days before shipment of material to the Site.
- 4. Contractor shall document total amount and type of material imported to the Site. All import quantities shall be based on material weight slips. Copies of material weight slips shall be submitted to Engineer within 24 hours of delivery.

PART 2 PRODUCTS

2.1 SECTION INCLUDES:

- A. Use of Materials
- B. Materials

2.2 USE OF MATERIALS

- A. The following summarizes a list of materials to be used during the Work.
 - 1. $\frac{3}{4}$ -inch Crushed Stone
 - a. UST excavation below the water table, if required
 - 4. Process Gravel
 - a. Backfill of UST Excavation.
 - 5. .

2.3 MATERIALS

- A. $\frac{3}{4}$ inch Crushed Stone
 - 1. Crushed Stone shall consist of the following materials:
 - a. Durable crushed rock consisting of the granular fragments obtained by breaking and crushing solid or shattered natural rock, and free from a detrimental quantity of thin, flat, elongated*, or other objectionable pieces.

*Thin or elongated pieces are defined as follows: Thin stones shall be considered to be such stones whose average width exceeds four (4) times their average thickness. Elongated stones shall be considered to be such stones whose average length exceeds four (4) times their average width.
 - 2. Durable crushed gravel stone obtained by artificial crushing cobbles, boulders, or field stone with a minimum diameter before crushing of 8 inches.
 - 3. Crushed Stone shall be reasonably free from clay, loam, or deleterious material and not more than 1.0% of satisfactory material passing a No. 200 sieve will be allowed to adhere to the crushed stone.
 - 4. "Crushed Stone" shall be uniformly blended according to the gradation requirements in the following table:

Sieve Size	$\frac{3}{4}$ -inch Crushed Stone (RIDOT M.01.09 Table 1, Column V)
2-inch	---
1 $\frac{1}{2}$ -inch	---
1 $\frac{1}{4}$ -inch	---
1-inch	100
$\frac{3}{4}$ -inch	90 – 100
$\frac{1}{2}$ -inch	30 – 60
$\frac{3}{8}$ -inch	25 – 45
No. 4	0 – 10
No. 100	---
No. 200	0

D. Process Gravel

1. Process Gravel will consist of hard, durable sand and gravel and will be free from ice and snow, roots, sod, rubbish and other deleterious or organic matter. It will conform to the following gradation requirements:

Sieve Size	Percent Finer by Weight
2-inch	100
1/2-inch	50-85
3/8-inch	45-80
No. 4	40-75
No. 40	10-45
No. 200	5-10

*The maximum recommended stone size is 1 1/2 inches.

PART 3 EXECUTION

3.1 SECTION INCLUDES

- A. Laboratory Testing Requirements

3.2 LABORATORY TESTING REQUIREMENTS

- A. Re-testing required because of non-conformance to specified requirements shall be performed by same independent laboratory on instructions by Engineer. Payment for re-testing shall be paid for by Contractor.
- B. Testing Agency/Laboratory Reports: After each test, promptly submit 2 copies of report to Engineer. When requested by Engineer, provide interpretation of test results. Include the following:
 1. Date issued.
 2. Project title and number.
 3. Date of test.
 4. Results of tests.
 5. Conformance with Contract Documents.

END OF SECTION

BID FORM

To: Sarah King
Community Outreach Coordinator
45 Broad Street
Cumberland, RI 02864-5855

Bidder:

Legal name of entity Address

(street/city/state/zip)

Contact name

Contact email

Contact telephone

Contact fax

BASE BID PRICE

The Bidder submits this lump sum bid price to perform all of the work (including equipment, transportation, labor, testing and materials) described in the Amaral Building Underground Storage Tank Closure (UST) Base Scope of Work (*including Addenda*):

Base Bid Price for UST Closure as described in the Based Scope of Work

\$ _____
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

UNIT PRICES

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the Town. These Unit Prices include ***all*** costs, including labor, materials, services, regulatory compliance, overhead, and profit.

UNIT PRICE No.1 Disposal of Petroleum Impacted Material on a per Ton Basis:

Unit Price: \$_____/Ton

UNIT PRICE No.2 Disposal Characterization and Disposal Applications (Lump Sum):

Unit Price: \$_____

UNIT PRICE No. 3 Soil Transport and Disposal on a per Ton Basis:

Unit Price: \$_____/Ton

UNIT PRICE No. 4 Import, Placement and Compaction of Process Gravel Beyond Base Bid Amount:

Unit Price: \$_____/CY

UNIT PRICE No. 5 Petroleum Removal and Transport on a per Gallon Basis:

Unit Price: \$_____/Gallon



Permanent Closure Application for Underground Storage Tanks (USTs)

INSTRUCTIONS

The permanent closure process, including application and fee schedule, is governed by the Department of Environmental Management's Rules and Regulations for Underground Storage Facilities Used for Regulated Substances and Hazardous Materials, specifically Rule 1.15. We recommend anyone applying for permanent closure familiarize themselves with these regulations and associated requirements and responsibilities. These regulations can be found on the Rhode Island Secretary of State's Office website at: <https://rules.sos.ri.gov/regulations/part/250-140-25-1>. DEM regulations require all closures to be consistent with API Recommended Practice 1604 "Closure of Underground Petroleum Storage Tanks" and API Standard 2015 "Requirements for Safe Entry and Cleaning of Petroleum Storage Tanks".

Permanent closures may be subject to Town or city requirements in addition to State and Federal requirements. Please contact appropriate local municipal offices, including the local fire department, prior to submitting the closure application. Any individual entering a UST may be subject to additional State or Federal requirements and it is your responsibility to ensure all approvals, permits, and safety procedures are met prior to the start of any work.

All closure applications must be signed by an authorized agent of your local fire department.

Application Process:

The completed application must be accompanied by payment of the Permanent Closure fee, and, if applicable, registration fees*. Check or money order should be made payable to "State of Rhode Island, General Treasurer".

The current fee schedule is as followed:

\$75 Permanent Closure Fee for Each UST or Product Pipeline being closed
\$100 Registration Fee* for each unregistered tank (if applicable)

*Registration fee does not apply to any UST that has a current registration certificate with DEM, or any UST that is not required to be registered (e.g., residential (1, 2 or 3 family) heating oil tanks, farm tanks storing fuel for heating purposes, government agencies, and non-profit fire districts. For all other tanks, any overdue registration and late fees must be included with this application.

This form must be completed in its entirety; missing or incorrect information may delay processing. Completed application forms with payment should be mailed to:

**Permit Application Center
Department of Environmental Management
235 Promenade Street
Providence, RI 02908**

Please allow 10 business days for the processing of your closure application. Following our review, you will be contacted either for supplemental information or to schedule an inspection date. All permanent closures must be overseen by an inspector from the DEM's UST Management program and scheduling of closures is subject to staff availability and are scheduled on a first come, first serve basis.

Please note that the firm/contractor to perform closure as identified in Section IV serves as the primary contact for scheduling and related issues, and as such, is responsible for contacting the UST program in the event of a scheduling change or cancellation. **The UST owner must sign the closure application form!**

Closure Assessments

For certain sites, an environmental consultant must complete a closure assessment for UST(s) removed during the closure. This assessment must be submitted to DEM within 30 days of the closure and signed by a Professional Engineer, Certified Professional Geologist, or a Registered Professional Geologist. Upon acceptance of the closure assessment and completion of any site restoration requirements (if applicable), a certificate of closure will be issued.

The following UST(s) are **exempt** from the closure assessment requirements, unless evidence suggests that a release has occurred:

- USTs storing fuel oil consumed solely on site; and
- Residential or farm USTs with a capacity of < 1,100 gallons and storing motor fuel consumed solely on site.

Please refer to the DEM's Closure Assessment Guidelines and Closure Assessment Checklist for the requirements of closure assessments. These guidelines can be found on our website at: www.dem.ri.gov/ust

PLEASE NOTE: Only the registered owner of the facility and/or USTs may sign this application - if you are submitting on behalf of someone else or another organization, you must provide documentation that you have signatory authority or power of attorney. Closure certificates are only issued to the registered owner of the facility and/or USTs, and therefore it is critical that they are the one to sign the application!



If there is a known or suspected release associated with this UST system, you must call us at (401) 222-2797 extension 2777522 **prior** to submitting this application to ensure the proper procedures and consultants are in place for the closure



If you have additional questions, please call us at (401) 222-2797 extension 2777522



DEM
RHODE ISLAND

Rhode Island Department of Environmental Management
Office of Land Revitalization and Sustainable Materials Management
Underground Storage Tank (UST) Division

For DEM use Only
Approved: _____
Total \$ Received: _____
Date Received: _____
Check #: _____
Received By: _____

Permanent Closure Application for Underground Storage Tanks

I. Facility Information

Application Date:

Facility Name:

Facility Address: City: Zip:



Facility Address must match what is recorded with the City or Town's Tax Assessor's Office

DEM UST Facility ID #: DEM LUST Facility ID #: Plat # Map # Lot #

Is this facility a known or suspected leaking underground storage tank site? Yes No Unknown

Facility Contact: Title:

Phone # E-mail:

Facility Type: Gas Station Residential (1, 2 or 3 Family) Residential (> 3 Family)
Commercial/Industrial Local/State/Federal Government

II. Tank Owner Information

Name: Title:

Address: City: State: Zip Code:

Phone #: E-Mail:

III. Property Owner Information

☐ Same as Tank Owner ☐ Same as Facility

Owner Name: Title:

Address: City: State: Zip Code:

Phone #: E-Mail:

IV. Firm/Contractor To Perform Closure

Name of Firm/Contractor:

Primary Contact: Title:

Phone #: E-Mail:

Mailing Address: City: State: Zip Code:

Who is the primary point of contact for this closure? ☐ Tank Owner as listed in Section II ☐ Property Owner as listed in Section III ☐ Other (specify)
☐ Firm/Contractor Listed in Section IV ☐ Environmental Consultant Listed in Section V

Why is this UST system being permanently closed?

V. Firm/Consultant To Perform Closure Assessment

Is a Closure Assessment Required for this UST Closure? (See Rule 1.15) Yes No ⚠ If Yes, Section V must be completed

If no, do you choose to obtain one? Yes No

Name of Firm Conducting Assessment:

Name of Consultant: Title:

Phone #: E-Mail:

Mailing Address: City: State: Zip Code:

Qualifications: Professional Engineer (PE) License Licensing State: License #:

 Certified Professional Geologist Licensing State: License #:

 Registered Professional Geologist Licensing State: License #:

VI. Fees ⚠ The environmental consultant listed above must be the one who reviews and signs the Closure Assessment Report

	Number of Tanks	Fee per Tank	Total
Closure Fee		x \$75.00	
Registration Fee*		x \$100.00	

Total Amount Due:

i * Registration fee is not required for residential (1, 2 or 3 unit) heating oil tanks <1,100 gallons, government agencies, and non-profit fire districts. For all other tanks, a registration fee is required with this application unless the tank is already registered with the UST program

! All overdue annual UST Registration Fees are required to be paid prior to closure. Closure Certificates will not be issued until all fees have been paid in full

VII. Description of UST(s) and Product Piping to be Closed:

What is being removed in this closure? UST(s) Only Product Pipeline Only UST(s) and Product Pipeline

UST #	Installation Date	Date Last Used	Volume	Construction Material	Construction Type	Stored Material
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

USTs to be Removed

Piping System #	Piping System Type	Installation Date	Construction Material	Construction Type	Included in Closure?
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Yes No
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Yes No
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Yes No

Piping to be Removed

Will any product or vapor pipelines remain on the property after this closure? Yes No

Last Updated 09/28/2022

VIII. Site Figure

Scale: 1" = ____ ft

Include location of ALL USTs and piping, including those not being removed. Clearly label all tanks with UST # and approximate size. Include dispensers, canopies, nearby structures, utilities, and other pertinent features or obstacles.

IX. Closure Type

Standard Removal



If a Standard Removal (i.e., tank is removed from the ground) is selected, skip the remaining questions in this section and continue to Section X. If Closure in Place has been selected, this section must be completed in full.

Closure in Place

Requests for Closure in Place require the following supplemental documentation:

- ☐ A Request Letter clearly describing the conditions or obstructions present that support the request for a closure in place (e.g., excavation would damage a nearby foundation, etc.). Include a description of the subsurface sampling plan (if subsurface investigation is proposed).
- ☐ A Site Figure to scale showing tank location, obstructions and clearance distances. Include proposed subsurface sampling locations (if subsurface investigation is proposed).
- ☐ Photographs depicting the tank area and obstructions

Which method is proposed for required ancillary testing?

Closure Assessment Report

Tank and Line Tightness (heating oil tanks only)



Requests for closure in place are handled on a case-by-case basis. Approval will not be granted where there is no readily apparent limitation to removal of the tank(s). A closure-in-place will require a site investigation along with submittal of a closure assessment report. In the case of heating oil tanks, a passing tightness test performed immediately before the closure in place may be used instead.

X. Closure Information

Where will the Tank(s) be cleaned?

On-Site

Off-Site (provide location):

Specify cleaning method:



Entering any UST is considered confined space entry and is regulated by multiple State and Federal agencies and requires special training, equipment and personnel. It is your responsibility to ensure that the contractors hired meet these requirements, as DEM does not regulate, or take any responsibility or liability for damages, injury, or death associated with confined space entry into a UST

What will happen to the tank(s)?

Rendered unfit for use and disposed

Re-used (Must comply with the UST regulations)

If unfit, provide name and address of disposal facility:

If tank(s) will be re-used, provide the name, address, and phone number of the individual to whom the re-used tank(s) will be registered:

Describe how the tank(s) will be emptied prior to excavation:

Describe how residues remaining in the tank(s) will be managed:

Describe how the tanks(s) will be vented and openings made (if necessary):

Describe how the tank(s) will be removed from the excavation:

Describe the instruments used to verify that the tank(s) has been properly vented:



The contents of the tank must be sampled using a LEL meter at a minimum of three different points within the tank before declaring it inerted. If the tank is to remain open to the atmosphere, it must be periodically re-sampled to ensure it remains below the LEL

Has the tank(s) ever held a non-petroleum hazardous material?: Yes No

If Yes, Specify:

Upon completion of this closure, how many UST(s) will be present at the property?

Upon completion of this closure, will any product piping or vent piping be present at the property? Yes No

Will any new UST(s) be installed at this site? Yes No

Have all UST registration fees been paid in full? Yes No

Are there any Letters of Non-Compliance (LNC) or Notices of Violation (NOV) active for this site? Yes No



Installation of new UST(s), piping, or other components require a separate application and approval process! Contact us at (401) 222-2797 for more information.

XI. Waste Disposal

How will sludges and wastes generated during the cleaning process be disposed of?



Firms transporting tank sludge, waste and/or tank(s) that require further cleaning must be permitted by DEM as Hazardous Waste Transporters.

Name of Waste Hauler:

DEM Permit #:

Street Address:

City:

State:

XII. Notification of Local Fire Department(s)

The authorized signature of the local fire department below indicates that the local fire officials have been notified that you are planning to close an underground storage tank(s) at the above location. You must also notify the local fire department of the scheduled closure date after you have confirmed this date with DEM.

Name of Fire Department:

Phone #:

Printed Name of Official:

Title:

Signature:

Date:



The local fire department must be informed of, and give prior approval to, any cutting of UST(s), including cutting access holes for entry



Additional notifications and approvals may be required in some jurisdictions. It is highly recommended that applicants check with the local town/city government to determine if any additional notifications or approvals are required.

XIII. Certification By Tank Owner



This application MUST be signed by the registered UST or Facility OWNER only. If the registered owner is unable to sign legal documents, you must provide legally binding documentation which clearly gives permission for the undersigned to represent the owner.

I certify under penalty of law that this application and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. I understand that all records pertaining to the closure are required to be maintained in perpetuity. I understand that any changes to this application must receive explicit approval from RI DEM, and failure to adhere to the methods listed in this application may result in substantial administrative penalties. I have contacted my local fire department, town or city government, and utilities and have obtained necessary permits or permissions, and fulfilled all requirements. I understand DEM does not regulate site safety and it is my responsibility to ensure that all contractors and other parties involved are properly licensed, insured, and capable of performing activities in a safe and responsible manner consistent with local, State, and Federal law. I understand that DEM inspectors may, at their discretion, notify other regulatory authorities, including, but not limited to, OSHA, RI Fire Marshall, fire chief where the closure is occurring, and the RI Dept of Labor and Training. I understand that in the event of environmental releases, property damage, injury, or death, I may be liable as owner of the property. Based on reasonable inquiry and due diligence, the information submitted therein is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Owner Name (Please Print):

Owner Phone:

Owner Signature:

Date Signed:

Appendix A

ANTI-KICKBACK ACKNOWLEDGMENT

ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the Town of Cumberland who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the Town of Cumberland who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

Signature of Officer

Date

Title

Company

Title of RFP

ORIGINAL: OCTOBER 2018

REVISED: N/A

Appendix B

TOWN OF CUMBERLAND

GENERAL TERMS AND CONDITIONS OF PURCHASE

The Town of Cumberland's Finance Office may, from time to time, make amendments to the General Terms and Conditions when the Town of Cumberland's Finance Director determines that such amendments are in the best interest of the Town of Cumberland. Amendments shall be made available for public inspection at the Finance Office located in Cumberland Town Hall and online at <https://www.cumberlandri.org/finance/> but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting them.

TOWN OF CUMBERLAND'S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE

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

1. GENERAL

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

2. ENTIRE AGREEMENT

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

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

- A) Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Town of Cumberland Finance Director of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the Town of Cumberland. This shall bind the bidder on his part

to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the Town of Cumberland on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the Town of Cumberland to the contractors.

- B) No alterations or variations of the terms of the contract shall be valid or binding upon the Town of Cumberland unless submitted in writing and accepted by the Town of Cumberland Finance Director. All orders and changes thereof must emanate from the Town of Cumberland Purchasing Office: no oral agreement or arrangement made by a contractor with a department or employee will be considered to be binding on the Town of Cumberland Finance Director, and may be disregarded.
- C) Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless:
 - i) terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
 - ii) extended upon written authorization of the Town of Cumberland Finance Director and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
 - iii) canceled by the Town of Cumberland in accordance with other provisions stated herein.
- D) It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Town of Cumberland Finance Director.
- E) If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Town of Cumberland Purchasing Office, and expressly accepted.
- F) The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the Town of Cumberland, and agrees that later discovery by the Town of Cumberland Finance Director that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. RELATIONSHIP OF PARTIES

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

4. COSTS OF PREPARATION

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

5. SPECIFIED QUANTITY REQUIREMENT

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

- A) The Town of Cumberland reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.
- B) The Town of Cumberland shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the Town of Cumberland will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.
- C) Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the Town of Cumberland, where determined by the Town of Cumberland Finance Director to be in the Town of Cumberland's best interest.

6. DELIVERY/COMPLETION

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

7. FOREIGN CORPORATIONS

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

8. PRICING

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

9. COLLUSION

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

10. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

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

11. AWARDS

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

- A) Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the Town of Cumberland. The Town of Cumberland reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.
- B) The Town of Cumberland reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the Town of Cumberland may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Town of Cumberland to make any examinations before awarding a contract; and it is further

understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

- C) Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the Town of Cumberland may, at the option of the Town of Cumberland, be
- i) rejected as being non-responsive, or
 - ii) set aside in favor of the Town of Cumberland's terms and conditions (with the consent of the bidder), or
 - iii) accepted, where the Town of Cumberland Finance Director determines that such acceptance best serves the interests of the Town of Cumberland.

Acceptance or rejection of alternate or counter-offers by the Town of Cumberland shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

- D) Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
- E) Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
- F) The Town of Cumberland Finance Director reserves the right to determine the responsibility of any bidder for a particular procurement.
- G) The Town of Cumberland Finance Director reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the Town of Cumberland will be served by so doing.
- H) The Town of Cumberland Finance Director reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- I) Preference may be given to bids on products raised or manufactured in the Town of Cumberland or State of Rhode Island, other things being equal.
- J) The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- K) The Town of Cumberland Finance Director reserves the right to act in the Town of Cumberland's best interests regarding awards caused by clerical errors by the Town of Cumberland Purchasing Office.

12. SUSPENSION AND DEBARMENT

The Town of Cumberland Finance Director may suspend or debar any vendor or potential bidder, for good cause shown:

- A) A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).
- B) The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
- C) A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the Town of Cumberland to a vendor or contractor then under a ruling of suspension or debarment by the Town of Cumberland shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the Town of Cumberland's Finance Director.

13. PUBLIC RECORDS

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

14. PRODUCT EVALUATION

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

- A) Any objections to specifications must be filed by a bidder, in writing, with the Town of Cumberland's Finance Director at least 96 hours before the time of bid opening to enable the Town of Cumberland's Purchasing Office to properly investigate the objections.

- B) All standards are minimum standards except as otherwise provided for in the Request or Contract.
- C) Samples must be submitted to the Town of Cumberland's Purchasing Office in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.
- D) All samples submitted are subject to test by any laboratory the Town of Cumberland's Finance Director may designate.

15. PRODUCT ACCEPTANCE

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

- A) Failure by the Town of Cumberland to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the Town of Cumberland's right to subsequently reject the goods in question.
- B) Formal or informal acceptance by the Town of Cumberland of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- C) Where the contractor fails to promptly cure the defect or replace the goods, the Town of Cumberland reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.
- D) When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the Town of Cumberland within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the Town of Cumberland shall have the right to dispose of them as its own property.

16. PRODUCT WARRANTIES

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

17. PAYMENT

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice. Payments will be released ONLY upon the completion of all certified payrolls incurred during the project and all required close out reports.

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

18. THIRD-PARTY PAYMENTS

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

19. SET-OFF AGAINST PAYMENTS

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

20. MINORITY BUSINESS ENTERPRISES

Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the Town of Cumberland reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- A) the offer is fully responsive to the terms and conditions of the Request, and

- B) the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- C) the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.

21. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION

Contractors of the Town of Cumberland are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island.

Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

22. TAXES

The Town of Cumberland is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

23. BID SURETY

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

24. SUSPENSION, DEFAULT AND TERMINATION

A) Suspension of a Contract by the Town of Cumberland

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

- i. cancel the suspension order;
- ii. extend the suspension order for a specified time period not to exceed thirty (30) days; or
- iii. terminate the contract as provided herein.

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

B) Termination of a Contract by the Town of Cumberland

i. Termination for Default or Nonperformance

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

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

ii. Termination Without Cause

The Town of Cumberland may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days

before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

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

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

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

iii. Contractor's Obligations in the Event of Termination

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

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

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

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

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

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

25. INDEMNITY

The contractor guarantees:

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

26. FORCE MAJEURE

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

The below authorized representative agrees to all General Terms and Conditions of Purchase contained in Appendix B.

Signature of Officer

Date

Title

Company

Title of RFP