# THE UNIVERSITY OF RHODE ISLAND

DIVISION OF ADMENISTRATION AND FINANCE

PURCHASING DEPARTMENT
10 Tootell Road, Suite 3, Kingston, RI 02881 USA p: 401.874,2171 f: 401,874.2306

f; 401,874.2306 uri.edu/purchesing



#### **BID/PROPOSAL**

	TOOTE	LL POOL RESUR	FACING			_ DATE: _	6/11/2021
FORMA	L BID NO		PUBLIC	C BID NO	101048	<del></del>	
BIDS ARE TO BE I	RECEIVE	) IN URI PURCHASI	ING DEPARTMENT	BY: DATE:_	6/28/2021	TIME:	2:00 PM
BUYER: Tracey A	Angell/dz	Tracey A Angell	SURETY REQUI	RED: YES:_	<u> </u>	_ NO;_	
PRE-BID/PROPO	SAL CON	NFERENCE:	DATE: 6/18/2	021_TIME:_	9:00AM	<del>_</del>	
	MAI	NDATORY:	YES:	NO:	X	_	
LOCATION:	URI TO	OTELL COMPLEX,	, 75 KEANEY ROAL	, KINGSTON	RI 02881		
	MEET A	AT THE INSTRUCT	TONAL POOL			<del></del>	
—— Questions concern	ing this sa	olicitation must be re	eceived by:	DATE:	6/21/2021	TIME:	1:00 PM
-	-		document to: URIP	-			
7		-				at aa an	
		•	e. Questions received, it			et as an	
addendum to the bid.	It is the res	sponsibility of all intres	sted parties to download	this information			
For Bid Solicitation I	nformation	visit: http://web.uri.ed	u/purchasing/bid-inforn	nation/			
		•	•				
		STATEMENT RE	EGARDING COVI	D-19			
Effectiv			EGARDING COVI		ovenings unt	il further n	otice.
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#### University of Rhode Island Bidder Certification Form

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

#### Rules for Submitting Offers

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

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

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

Documents misdirected to other State or University locations or which are not present in the University of Rhode Island Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored.

PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

#### PRICES QUOTED ARE FOB DESTINATION.

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

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

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting the Rhode Island Vendor Information Program (RIVIP) at <a href="www.purchasing.ri.gov">www.purchasing.ri.gov</a> > Solicitation Opportunities > Other Solicitation Opportunities. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

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

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

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

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

Any offer, whether In response to a solicitation for proposals or blds, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND THE UNIVERSITY OF RHODE ISLAND CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws and Regulations, including the Board of Governors for Higher Education Regulations and General Terms and Conditions of Purchase. The Regulations and General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: <a href="https://web.uri.edu/purchasing/files/BOGREG.pdf">https://web.uri.edu/purchasing/files/BOGREG.pdf</a> and <a href="https://web.uri.edu/purchasing/files/BOGREG.pdf">https://web.uri.edu/purchasing

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

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

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

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

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary Information for compliance from the Risk Management Office at the Department of Administration or the Risk Management Office at the University of Rhode Island.

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

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <a href="https://www.ridop.rl.gov/rules-regulations/">https://www.ridop.rl.gov/rules-regulations/</a>

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#### **SECTION 2 - DISCLOSURES**

#### ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

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

Indicate	Yes (Y)	or No	(N):
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- N\_1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If Yes, then provide details below.
- N 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If Yes, then provide details below.
- N\_3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If Yes, then provide details below.
- $\underline{N}$  4 State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state. If Yes, then provide details below.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 4 PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.				

#### SECTION 3 - OWNERSHIP DISCLOSURE

Vendors must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

If the company is publicly held, the vendor may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the vendor; otherwise, complete ownership disclosure is required. List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.

John A. Bocchino, Jr., President Stephen J. Richard, Vice President Michael J. Scipione, Treasurer	55 Walkers Brook Drive, Suite 100, Reading, MA 01867 55 Walkers Brook Drive, Suite 100, Reading, MA 01867 55 Walkers Brook Drive, Suite 100, Reading, MA 01867	978-532-1900 978-532-1900 978-532-1900
Jeffrey J. Alberti, Clerk	55 Walkers Brook Drive, Suite 100, Reading, MA 01867	978-532-1900
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#### SECTION 4 - CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE V	JENDOR	CERTIFIES	THAT.

Y 1 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.
Y 2 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the URI Board of Trustees as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.B any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.
Y 3 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.
Y 4 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.
Y 5 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
Y 6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.
Y 7 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ( <a href="https://www.ridop.ri.gov/rules-regulations/">https://www.ridop.ri.gov/rules-regulations</a> on the URI Purchasing Website ( <a href="https://web.uri.edu/purchasing/files/BOGREG.pdf">https://web.uri.edu/purchasing/files/BOGREG.pdf</a> ) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.
Y 8 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
N 9 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category:
Y 10 I/we certify that the above information is correct and complete,
IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1 – 8 and 10 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.
Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments where applicable, (2) that the above statements and information are accurate and that vendor understands and has compiled with the requirements set forth herein.
Vendor/Company Name; Weston & Sampson CMR, Inc.
Vendor's Signature: Bid Number: 101048 Date: June 25, 2021
(Person Authorized to enter Into contracts; signature must be in ink)  (if applicable)
Stephen J. Richard, Vice President
Print Name and Title of Company official signing offer

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Solicitation #:

101048

Solicitation Title:

**TOOTELL POOL RESURFACING** 

**BID FORM** 

To:

University of Rhode Island, Purchasing Department

10 Tootell Road, Kingston, RI 02881

Project:

**Tootell Building** 

Instructional Pool Emergency Resurfacing and Repair

URI Project #KC.A.TOOT.2021.001

Bidder:

Weston & Sampson CMR, Inc.

Legal name of entity

55 Walkers Brook Drive, Sulte 100, Reading, MA 01867

Address

Stephen J. Richard, Vice President

richards@wseinc.com

Contact name

Contact email

978-532-1900 Contact telephone N/A

Contact fax

#### 1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price, (including the costs for all Allowances, Bonds, and Addenda):

\$379,000.00

(Base Bid Price in figures printed electronically, typed, or handwritten legibly in ink)

Three Hundred Seventy Nine Thousand Dollars and Zero Cents

(Base Bid Price in words electronically, typed, or handwritten legibly in ink)

Solicitation	#:	:
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101048

Solicitation Title:

**TOOTELL POOL RESURFACING** 

#### ALLOWANCES

The Base Bid Price <u>includes</u> the costs for the following Allowances as defined in Specification Section 01 2000:

- 1. Repair of cracks and drain, which may be caused by hydrostatic pressure when pool is empty. \$30,000
- 2. Repair/replacement of pipes and valves, which conditions may be observed only upon emptying the pool. \$25,000
- 3. Repair of deteriorated concrete and reinforcing in the instructional pool, which conditions may be observed only when pool is empty. \$40,000
- 4. Repair of damaged deck tiles, in the quantity of 10 SF in 3 different areas \$ 5,000

#### BONDS

The Base Bid Price <u>includes</u> the costs for all Bid and Payment and Performance Bonds required by the solicitation.

#### ADDENDA

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price <u>includes</u> the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1, dated	June 22, 2021
Addendum No. 2, dated	
Addendum No. 3, dated	

#### 2. ALTERNATES (Additions to Base Bide Price)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase the Base Bid Price by the amount set forth below for each Alternate (further defined in Specification Section 01 2000) selected.

#### ADD ALTERNATE- NOT APPLICABLE TO THIS BID

\$	NA NA
(Amount in	figures printed electronically, typed, or handwritten legibly in ink
`	
	nt in words electronically, typed, or handwritten legibly in ink)

Solicitation #:

101048

**Solicitation Title:** 

TOOTELL POOL RESURFACING

#### 3. UNIT PRICES – NOT APPLICABLE TO THIS BID

(ALL UNIT PRICES SHOWN ARE EXAMPLES ARCHITECT TO VERIFY AND UPDATE UNIT PRICES FOR BIDDING)

The Bidder submits these predetermined Unit Prices as the Basis for any change orders approved in advance by the State. These Unit Prices include <u>all</u> costs, including labor, materials, services, regulatory compliance, overhead, and profit.

	DESCRIPTION OF SERVICES	CONTRACTORS UNIT
Unit Price No. 1	Description of Unit Scope	
	Unit Rate or Unit of Measurement: per Section 012200, 3.1 Schedule of Unit Prices A: None	\$ , NA.
Unit Price No. 2	Description of Unit Scope	
	Unit Rate or Unit of Measurement: per Section 012200, 3.1 Schedule of Unit Prices A: None	\$     ,   NA .

#### 4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

•	Start of Construction	August 2, 2021
•	Substantial Completion	. August 27, 2021
•	Final CompletionSo	eptember 1, 2021

#### 5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for <u>each</u> calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: Five Hundred Dollars (\$500.00) per day.

#### **BID FORM SIGNATURE(S)**

Solicitation #:

101048

**Solicitation Title:** 

TOOTELL POOL RESURFACING

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

	BIDDER
Date: June 25, 2021	Weston & Sampson CMR, Inc.
	Name of Bidder
	Signature in ink
	Stephen J. Richard, Vice President
	Printed name and title of person signing on behalf of Bidder
	# N/A
	Bidder's Contractor Registration Number

# THE UNIVERSITY OF RHODE ISLAND INSTRUCTIONS TO BIDDERS PUBLIC WORKS LARGE CONSTRUCTION (PWC)

#### Compliance with Instructions to Bidders

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

#### **Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

#### Offer to Contract

Bid proposals constitute an offer to contract with The University of Rhode Island (URI) through the URI Purchasing Department on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes, the State of Rhode Island Procurement Regulations (available at

http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx) and the Board of Governors for Higher Education Procurement regulations (available at

http://www.ribghe.org/procurementregs113006.pdf), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

#### Comprehensive Review and Inspection

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project location, including checking and/or verifying measurements, site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Failure to submit a complete bid proposal may result in rejection of the bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered.

#### **Addenda**

Responses to questions from bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be posted as addenda on the Division of Purchases website at www.purchasing.ri.gov, and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

#### **Pre-bid Conference**

At the discretion of the University Purchasing Agent, a pre-bid conference - mandatory or nonmandatory - may be held. Bidders must attend a mandatory pre-bid conference and are encouraged to attend a non-mandatory pre-bid conference. The bidder's representative must register with the URI Purchasing representative at a mandatory pre-bid conference and identify the bidder he or she represents.

#### Costs

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation.

#### **Preparation of Bid Proposal**

Bid proposals must be made on the Bid Form included in the solicitation and in accordance with the instructions in this solicitation. All applicable blanks must be completed in a legible manner, printed electronically, typed, or handwritten in ink, and amounts must be expressed in both words and figures. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

This solicitation contains a Bid Preparation Checklist to assist the bidder in preparing a bid proposal for submission.

#### Submission of Bid Proposal

Each bid proposal (a complete package, with the signed URI Bidder Certification Cover Form, signed Bid Form, Bid Surety, if applicable -, signed General Contractor Apprenticeship Certification, if applicable, and public copy CD-R media disk) must be submitted in a *separate sealed envelope* with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the URI Purchasing Office and date-stamped receipted by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the URI Purchasing Office or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

MAIL TO:

UNIVERSITY OF RHODE ISLAND P.O. BOX 1773 PURCHASING DEPARTMENT KINGSTON, RI 02881 COURIER:

UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT DINING SERVICES DISTRIBUTION CENTER 10 TOOTELL ROAD KINGSTON, RI 02881-2010

Bid proposals that are not received by the URI Purchasing Office by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the URI Purchasing Office. Postmarks will not be considered proof of timely submission.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

#### **Bid Price**

The bidder must submit a Base Bid Price on the Bid Form to perform all of the work specified in the solicitation, including the cost of the bonds and any allowances and addenda. The costs of alternates shall not be included in the calculation of the Base Bid Price. The bidder shall separately provide the cost for each alternate listed in the Bid Form. The cost for each alternate must be designated as an addition to, or subtraction from, the Base Bid Price. Alternates will be selected, if any, by the University of Rhode Island in the order of priority listed in the Bid Form.

#### **Bidder Certification Cover Form**

A fully executed URI/BOGHE Bidder Certification form, supplied with this bid proposal, must be submitted with the bidder's response.

#### **Public Copy**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 et seq. Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act. Instructions for submitting a Public Copy are included with this bid solicitation.

#### **Contractors Registration**

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration

#### **Subcontractors**

Where applicable, the bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The successful bidder must establish to the satisfaction of the Purchasing Agent the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

#### **Taxes**

The State of Rhode Island is exempt from federal excise taxes and state and municipal sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

#### **Bid Surety**

When required in the bid solicitation, bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the University of Rhode Island in the amount of five (5%) percent of the bid proposal. An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the Purchasing Agent, the full amount of the bid surety as liquidated damages. The University will retain the bid surety of all bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61st day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

#### Divestiture of Investments in Iran Requirement

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws § 37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the University of Rhode Island Purchasing Department. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.

#### **Domestic Steel**

Any steel products required by the plans and specifications in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

#### Withdrawal

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

#### Reservation of Rights

The University Purchasing Department reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

#### **Award**

The University Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid proposal. The University Purchasing Agent may determine, in his or her sole discretion, the low bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Bid Form. The successful bidder will receive a tentative letter of award from the University Purchasing Department with instructions for the bidder to submit further documentation. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order by the University Purchasing Department and, in addition, an authorization from the user agency. The issuance

of the Purchase Order and the continuation of any contract awarded pursuant to this solicitation is contingent upon the availability of funds.

#### Payment and Performance Bonds

When required in the bid solicitation, the successful bidder must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation.

#### **Prevailing Wages**

#### For contracts priced under \$1 Million

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the University department. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

#### For contracts priced \$1 Million or More

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, submit certified weekly payroll forms on a monthly basis to the user agency, and maintain—a certified prevailing wage daily log at the project site. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

See the attached Contract Addenda.

#### **Apprenticeship**

If the value of the project pursuant to this solicitation is at least \$1 Million (including all alternates), the successful bidder must employ apprentices on this project (in accordance with the apprentice to journeyperson ratio for each trade approved by the State Apprenticeship Council. The bidder must complete, sign, and submit the General Contractor Apprenticeship Certification Form, included in the solicitation, with the bid proposal.

The successful bidder will also be required to complete, sign, and submit the General Contractor Apprenticeship Re-Certification and Certification Form following receipt of the tentative letter of award, and, in addition, each subcontractor must complete, sign, and submit to the successful bidder the Subcontractor Apprenticeship Certification Form prior to the commencement of any work on the project pursuant to this solicitation.

Specific information about apprentice occupations and apprenticeship requirements is available on the Rhode Island Department of Labor and Training website at www.dlt.ri.gov/apprenticeship.

#### **Occupational Safety**

The successful bidder must ensure (if the total contract price is at least \$100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

#### Hazardous Substances

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Purchase Order from the University Purchasing Department prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

#### **Substitutions**

Any proposal in response to a request for substitutions in this solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data. Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the University Purchasing Department. All substitution approvals will be posted, as addenda to the solicitation on the Division of Purchases website.

#### Licenses

The successful bidder and anyone performing any work on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

#### Insurance

The successful bidder must submit a copy of an endorsement and a certificate of insurance that references the solicitation number and names the State of RI, The University of Rhode Island and the RI Board of Education as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 30 days' advance notice of cancellation, nonrenewal, or material change in coverage (referencing the solicitation number) will be sent to:, URI Risk Manager 210 Flagg Rd., Kingston, RI 02881 and provide evidence of the following specific types and amounts of insurance:

--Insurance Continued--

#### Type of Insurance & Amount of Coverage

Comprehensive General Liability \$1 Million each occurrence (inclusive of both bodily injury and property damage)

\$1 Million products and completed operations aggregate

\$1 Million general aggregate

Comprehensive General Liability coverage shall include:

Independent contractors

Contractual (including construction "hold harmless" and other types of

contracts or agreements in effect for insured operations)

Completed operations

Personal injury (with employee exclusion deleted)

Automobile Liability

Combined Single Limit \$1 Million each occurrence
Bodily injury, property damage, including nonowned and/or hired vehicles and equipment

Workers Compensation Coverage B \$100,000

Environmental Impairment \$1 Million or 5% of contract amount, ("pollution control") whichever is greater

Builder's Risk - Contract amount

All insurance required by this solicitation, whether through a policy or an endorsement, shall include: (i) a waiver of subrogation, waiving any right the insurance company may have to recover against the the University of Rhode Island; and (ii) a provision that the bidder's insurance coverage shall be primary in relation to any insurance, self-insurance, or self-retention maintained by the University of Rhode Island, and any insurance, self-insurance, or self-retention maintained by the University of Rhode Island shall be in excess of the bidder's insurance.

The University Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.

#### **Minority Business Enterprises**

The University Purchasing Department reserves the right to give additional consideration to bid proposals submitted by minority/women business enterprises certified by the Division of Purchases, Minority Business Office ("MBEs") provided that any such bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the University Purchasing Department, to be within a competitive range.

Any bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the 21-day period following the tentative letter of award, identifying all MBEs, and must also demonstrate its good faith best efforts to

meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at http://odeo.ri.gov/offices/mbeco/index.php or (401) 574-8670.

#### **Equal Opportunity**

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration State Equal Opportunity Office within the 21-day period following the tentative letter of award. Information about this requirement is available at http://odeo.ri.gov/offices/eoo/index.php or (401) 222-3090.

#### **Drug-Free Workplace**

The successful bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the 21-day period following the tentative letter of award.

#### Sprinkle Impairment and Hot Work

The successful bidder must comply with the requirements of the University of Rhode Island's insurance carrier for sprinkler impairment and hot work, accessible at the URI Public Safety & Fire Life Safety Department under Policies and Forms: https://web.uri.edu/publicsafety/

#### **Foreign Corporations**

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a Good Standing Certificate, and if a limited partnership, will be required to provide a Letter of Legal Existence, issued by the Rhode Island Secretary of State within the 21-day period following the tentative letter of award.

#### Campaign Finance

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at www.electlons.ri.gov or Board of Elections, Campaign Finance, (401) 222-2056.

#### **Binding Contract**

The form of agreement the successful bidder will be required to execute is included in the solicitation. A binding contract between the University of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the University Purchasing Department, and only by the issuance of a Purchase Order, and only to the extent of available funds. The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the General Conditions, any Supplemental Conditions, the Plans and Specifications, the Bid Preparation Checklist, the Bid Form, the Bidder Certification Cover Form, the Agreement, and also the

Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the responsible University department.

#### **Compliance with Terms of Contract**

Failure of the successful bidder to comply with the terms and conditions of any contract awarded pursuant to this solicitation may result in nonpayment, suspension or termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy.

## THE UNIVERSITY OF RHODE ISLAND

DIVISION OF ADMINISTRATION AND FINANCE



PURCHASING DEPARTMENT 10 Tootell Road, Sulle 3, Kingston, RI 02881 USA

p: 401.874.2171

f: 401.874,2306

uri.edu/purchasing



#### REVISED 12/12/13

#### NOTICE TO VENDORS

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

The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disc. The disc must include *all of the documents* submitted in response to the solicitation concatenated or merged into one file. The file <u>must</u> be named in the following manner:

#### BidNumber\_DateofBid\_VendorName.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of the bid must appear as mm-dd-yyyy. The vendor name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

#### Example: 3210 01-08-2014 OceanStateCompanyInc.pdf

The public copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information (all available from the Bidder Cover Page): (1) title of solicitation; (2) name of bidder (3) bid number and (4) date of bid.

The public copy may redact any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the "Access to Public Records Act," R.J. Gen. Laws §§ 38-2-1 et seq.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 372-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 accessible at <a href="http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx">http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx</a>

#### STATE CONTRACT ADDENDUM

#### RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

### PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

#### All Prevailing Wage Contractors and Subcontractors are required to:

- 1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
- 2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
- 3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.rl.gov/pw/Posters.htm.poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
- 4. Access the Department of Labor and Training website, at <u>www.dit.ri.gov</u> on or before July 1<sup>st</sup> of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1<sup>st</sup> of each year in compliance with RIGL §37-13-8;
- Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
- 6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

- 7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at <a href="https://www.dlt.ri.gov/pw.forms/htm">www.dlt.ri.gov/pw.forms/htm</a>, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
- 8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
- 9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroli to the awarding authority.
- 10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
- 11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
- 12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
- 13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at <a href="https://www.dlt.ri.gov/pw">www.dlt.ri.gov/pw</a>.

#### CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENUM and understand my obligations as stated above.

Bv:	Nath ()
_7	Stephen J. Richard
Title:	Vice President

Subscribed and sworn before me this 25th day of June, 2021.

Notary Public Susan E. Delande My commission expires: January 17, 2025

#### APPENDIX A

# TITLE 37 Public Property and Works

## CHAPTER 37-13 Labor and Payment of Debts by Contractors

**SECTION 37-13-5** 

§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due, – A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

#### APPRENDIX B

# TITLE 37 Public Property and Works

## CHAPTER 37-13 Labor and Payment of Debts by Contractors

**SECTION 37-13-7** 

§ 37-13-7 Specification in contract of amount and frequency of payment of wages. - (a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or hor subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

- (b) The terms "wages", "soale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:
  - (1) The basic hourly rate of pay; and
  - (2) The amount of:

- (A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and
- (B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of appronticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).
- (c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).
- (d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

# THE UNIVERSITY OF RHODE ISLAND DIVISION OF

DIVISION OF ADMINISTRATION AND FINANCE

PURCHABING DEPARTMENT
10 Toolell Road, Suite 3, Kingston, RI 02881 USA p; 401.874.2171 f: 401.874.2308 uri.edu/purchasing



## Public Works Vendor Bid Response Checklist

Title: Tootell Pool Resurfacing

This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is NOT a substitute for a thorough review of the bid documents nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review the instructions contained in the bid proposal and to comply with all requirements of the solicitation.

Bid Proposal Package is to include:

- ✓ Bid Cover Page, signed, in ink.
- ✓ URI Bidder Certification Form (3 pages), completed and signed in ink.
- ✓ Bid Form:
  - o All applicable blank spaces on the Bid Form have been completed.
  - o All addenda have been acknowledged.
  - o Bid price printed legibly in ink (in both words and figures that match where specified).
  - o Erasures or corrections have been initialed by the person signing the form.
  - o Bid Form is signed in Ink.
- ✓ Bid Surety
  - o Bid Bond or Certified Check made payable to the University of RI.
  - o Bid Surety is five percent (5%) of the bid total (unless otherwise specified).
  - o Bid Bond is signed by the bidder and surety.
  - o Bid Bond is issued by a company licensed in the State of RI.
  - o Power of attorney is attached to the Bid Bond (if applicable) showing the name of the person who signed the surety bond.
- ✓ A Public Copy of the bid proposal in pdf format on a read-only CD-R media disk.
- Contractor's Registration Board number or Applicable license has been indicated and copy submitted if indicated.
- Form 2013-17 State Contract Addendum certifying Prevailing Wage is signed and Notarized (Note: this in not mandatory at the time of the bid but will be required for award).

# THE UNIVERSITY OF RHODE ISLAND DIVISION OF

DIVISION OF ADMINISTRATION AND FINANCE

THINK BIG WE DO

PURCHASING DEPARTMENT
10 Toolell Road, Sulle 3, Kingston, RI 02881 USA p; 401.874.2171 f; 401.874.2308 url.edu/purchasing

- ✓ All bid proposal documents are to be submitted in a sealed envelope with the specific solicitation#, Solicitation Title, and the bid proposal submission deadline marked in the upper left hand corner of the envelope.
- ✓ If responses to multiple bids are being submitted, EACH bid proposal is submitted in a separate sealed envelope.



### **BID BOND**

Any singular reference to Bidder, Surety, Owner or other party sh	nall be considered plural where applicable,
BIDDER (Name and Address): Weston & Sampson CMR 55 Walkers Brook Drive Reading, MA 01867	, Inc.
SURETY (Name, and Address of Principal Place of Business):	Philadelphia Indemnity Insurance Company 20 Cabot Blvd. Suite #300 Mansfield, MA 02048
OWNER (Name and Address): The University of Rhode 10 Tootell Road Suite #3 Kingston, RI 02881	
BID  Bid Due Date: 6/28/2021  Description (Project Name— Include Location): URI-To	ootell Pool Resurfacing:
BOND Bond Number: Date: 6/28/2021 Penal sum Five Percent (Words)	\$ 5% (Figures)
Surety and Bidder, intending to be legally bound hereby, subjective Bid Bond to be duly executed by an authorized officer, ag BIDDER SURET	ect to the terms set forth below, do each cause ent, or representative.
Weston & Sampson CMR, Inc. (Seal) Phil	adelphia_Indemnity Insurances@dimpany
By: Signature  Stephen J. Richard  Print Name  Vice President	Signature (Attach Power of Attorney)  David O. Smith  Print Name
Vice President	attorney-in-fact
Attest: Signature Attest	$(1 \pm 1) \rightarrow (1 \pm 1)$
TitleAN ORGA DAU D	Title
Note: Addresses are to be used for giving any required notice. Provide execution by any additional partles, such as joint ven	turers, if necessary.
EICDC® C-430, Bld Dond (Penal Sum Forn Prepared by the Engineers Joint Contract Do Page 1 of 2	n). Published 2013. ocuments Committee.



- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and vold if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner falls to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety walves notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No sult or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable,

#### PHILADELPHIA INDEMNITY INSURANCE COMPANY One Bata Plaza, Suite 100 Bata Cynwyd, PA 19004-0950

#### Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Andrew Barbas; David O. Smith; Kathleen M. Tansey; Krista Mauro OF THE CITY OF QUINCY, STATE OF MASSACHUSETTS, its true and lawful Attorney-In-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and scaled by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADRIPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, he if

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificute relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the fixture with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.

1927

o Romania Co

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COUNTRIVERS AT 4 DF PLANSVEVAN HOTANIAS BUAL BUILDE HOUSE HOUSE TO THE LOCAL PURIOUS OF LOCAL PURIOUS OF COUNTRIVERS	Nolary Public:	Moreyan Knopp)		
My Committee Explication (2) 200	residing at:	Bala Cynyyd, PA		
(Notary Seal)	My commission expires:	September 25, 2021		

1, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Buard of Directors and the Power of Assorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of June , 20 21

1927

(Seal)

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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COVERAGES

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does no	f coviet udiviz to the certuicate unider in lish c	n addit elidolaamenda).					
PRODUCER		CONTACT NAME:					
Ames & Gough 859 Willard Street		PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617)	328-6888				
Suite 320		E:MAII Appress: boston@amesgough.com					
Quincy, MA 02169		INSURER(S) AFFORDING COVERAGE	NAIC#				
		INSURER A: Valley Forge Insurance Company A(XV)	20508				
INSURED		INSURER B : National Fire Insurance Company of Hartford A(XV)	20478				
Weston & Sa	ampson CMR, Inc.	INSURER C: Nautilus Insurance Company A+, XV	17370				
	Brook Drive, Suite 100	INSURER D : Continental Casualty Company (CNA) A, XV	20443				
Reading, MA	A 01867	INSURER E: Lexington Insurance Company A, XV	19437				
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:					

TH		IS TO CERTIFY TO	TAH	THE POLICIE	S O	FINS	SURANCE LISTED BELOW HAVE B ENT, TERM OR CONDITION OF A	EEN ISSUED .	TO THE INSUR	RED NAMED ABOVE FOR T DOCUMENT WITH RESPE	HE POL	ICY PERIOD NHICH THIS
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				1						MED EXP (Any one person)	\$	15,00
										PERSONAL & ADV INJURY	ę.	1,000,00
										GENERAL AGGREGATE	ė ·	2,000,00
	GEI	YL AGGREGATE LIMIT POLICY X PRO-		K LOC							*	2,000,00
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7/3/2021

E.L. EACH ACCIDENT

Per Claim

Aggregate

E.L. DISEASE - EA EMPLOYEE \$

E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Romarks Schodule, may be attached if more episce is required)
Additional Insured GL Endorsement Form #CNA75079XX 01/16, if applicable. All Coverages are in accordance with the policy terms and conditions.

6056861757

031710990

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N

Evidence of Insurance

& Pollution Liab

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)

If yes, describe under
DESCRIPTION OF OPERATIONS below
Professional Liab

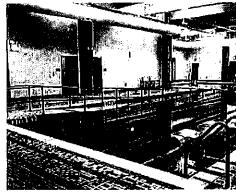
CERTIFICATE HOLDER	CANCELLATION
For Proposal Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
ı	Bank G.

# MUNICIPAL AND COMMERCIAL POOLS AND SPRAY PARKS

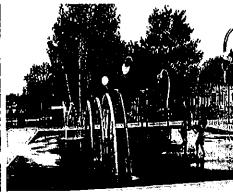
design, construction, repair & CPO services

#### For more information, contact:

Stephen J. Richard, PE, CPO
Vice President
(800) SAMPSON I richards@wseinc.com



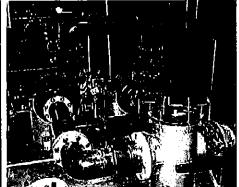
New installation



Spray parks



UV Unit install and repair



Pump and filtration work

- 24/7 on-call electrical and mechanical emergency services
- New pool construction/ Installation
- Spray park design and construction
- Modifications, upgrades and repair
- Surface restoration
- Pumps, piping, valves and filter installation and repair
- VGB main drain replacement
- Compliance audits
- Chemical controls and feeders
- Openings, closings, winterlzation
- CPO Services
- **■** Operation & maintenance

Weston & Sampson's experience, resources, and services extend to all aspects of pool and spray park projects, including:

- 24/7 on-call emergency mechanical and electrical services
- Facilities planning, conceptual, and final design contract documents
- Spray Park design and construction
- New Installation
- Construction and repair of existing facilities
- Modifications and upgrades
- Surface restoration including tile, plaster and concrete

- Compliance audits
- Filtration, pumps, valves and piping installation
- Instrumentation and controls
- Virginia Graeme Baker Pool and Spa Safety Act (VGBPSSA) retrofits
- Openings, closings, winterization
- Certified Pool Operator (daily, weekly, or monthly to fit your needs) Services
- Operation and Maintenance

Our experience includes all types of pools from small condominium pools to one-million-gallon municipal pools. We have extensive experience assisting municipal, institutional, commercial, industrial and property managers with their swimming pool/spray park needs. We offer an employee base that includes engineers, construction professionals, Certified Pool Operators, electricians, pump mechanics and instrumentation specialists.

### JOHN BOCCHINO, JR.

#### **BACKGROUND**

2015-Present President Weston & Sampson CMR

2018-Present Vice President Weston & Sampson Services

2006-2018 President Weston & Sampson Services

1998-2005 Vice President Weston & Sampson Services

1996-1997 General Manager, Maintenance Div. Weston & Sampson Services

> 1997-Present Instructor Quincy Clty College

1994-1996 Director Weston & Sampson Services

1992-1994 Supervisor, O&M Services Weston & Sampson Services

1989-1992 Project Engineer Weston & Sampson Engineers, Inc.

1986-1989 Associate Project Engineer Weston & Sampson Engineers, Inc.

1984-1986 Engineer Weston & Sampson Engineers, Inc.

1982-1983 Engineer Technician Weston & Sampson Engineers, Inc.

#### **EDUCATION**

1984 Bachelor of Science Clvil Englneering Merrimack College John has more than 30 years of engineering and project management experience, including design, construction administration, and operations & maintenance (O&M) services on a variety of water and wastewater projects. He serves as an advisor for the full-service operation and maintenance of the Chelsea, Massachusetts water, sewer, and drain system; the wastewater collection system for Braintree, Massachusetts; and the Dracut, Massachusetts Water Supply District. He also manages and coordinates primary operator and contract manager services for clients such as the University of New Hampshire (interim primary operator) and for communities such as Somerville



(primary operator), Stoneham, (primary operator), Saugus, and Melrose,

#### SPECIFIC PROJECT EXPERIENCE

Massachusetts.

Water System Management, Cohasset Water Services Inc, Massachusetts. Responsible for project management advisement, including local and state reporting and administration, for the joint venture company, Cohasset Water Services. Inc., which provides full service operation and maintenance of a 3-million-gallon-per day water treatment plant and distribution system.

Water Treatment Facilities Evaluations, Weymouth, Massachusetts. Responsible for the contract management and technical evaluations of two 3-mgd water treatment facilities, focusing on daily operations, staffing, laboratory, and maintenance.

Water Treatment Plant Piping, Various Locations, Massachusetts. Design of site and mechanical piping for the water treatment plant in Amesbury; the Great Sandy Bottom Pond water treatment plant in Pembroke; and the Pratts Court water treatment plant in Stoughton.

Tewksbury Hospital Water System Assessment, Massachusetts Department of Health. Operations project manager for a water system assessment at the hospital, including evaluation of well pumping facilities, operations and maintenance planning, water system mapping, and water quality regulatory compliance.

Iron and Manganese Removal, Dennis Yarmouth Regional School District, Massachusetts. Project manager for the iron and manganese removal project for the District.

Wastewater Treatment Plant Operations, Weston and Byfield, Massachusetts. Chief Operator for the 30,000-gpd RBC wastewater treatment plant for CNI Senior Housing, Operator for the 30,000-gpd activated sludge tertlary wastewater treatment plant for the Governor Dummer Academy in Byfield, which included inspection of six wastewater pump stations and sludge handling.

Wastewater Treatment Facilities for Public Schools, Varlous Locations, Massachusetts. Principal-in-charge for the O&M of numerous wastewater treatment facilities for the following schools: Dennis-Yarmouth Regional School District, Sharon High School, Freetown-Lakeville Regional School District, Carlisle

### JOHN BOCCHINO, JR.

### PROFESSIONAL REGISTRATION

Massachusetts - Grade D4 and T4
Drinking Water Supply Facilities
License
New Hampshire - Grade D3 and T3
Drinking Water Supply Licenses
Maine - Grade D3 and T3 Drinking
Water

Supply Licenses New England Water Works Association Certified Backflow Prevention Device Inspector #7524

MassDEP Certified Backflow Tester

and Surveyor #31841 Connecticut - Class D2 and T3 **Drinking Water Supply Licenses** Rhode Island - Grade D3 and T3 **Drinking Water Supply Licenses** Vermont - Class 4B - Public Water System Massachusetts - Grade 5C Wastewater Treatment Plant Operators License Massachusetts - Grade 4 Collection Systems License Connecticut-Grade 2 Wastewater Treatment Plant Operator License New Hampshire-Grade 3 Wastewater Treatment Plant Operator License Maine-Grade B-3 Wastewater Treatment Plant Operator Hazardous Waste Operations 40 HR Health and Safety Certification Massachusetts - Title V Inspector

#### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
New England Water Works
Association
New England Water Environment
Association,
Safety Committee Member
Society of American Military
Engineers
Association of Wastewater
Operations

Public Schools, Hamilton-Wenham Regional School District, and Dover-Sherborn Regional School District.

Wastewater System Inspection and Maintenance Program, Yarmouth and Dennis, Massachusetts. Project manager and inspector for the Yarmouth/Dennis inspection and maintenance program for approximately 20,000 subsurface wastewater systems. Responsibilities included on-site management and inspection, database and computer overview, client (BOH) meetings for enforcement, and on-site training of inspection personnel.

Septage Treatment Facility, Yarmouth-Dennis, Massachusetts. Principal-incharge for the facility.

Sewer Projects, Holden and West Boylston, Massachusetts. Assisted in the design, permilling, and construction administration of the fast-track Phase II master design and Phase III sewer projects for the Metropolitan District Commission Division of Watershed Management, including gravity sewers, pressure sewers, grinder pumps, pumping stations, and force mains.

Wastewater Treatment Facility Operations, Coventry, Connecticut. Interim chief operator for the wastewater treatment facility, a primary plant with a design flow of 250,000 gallons per day. Also responsible for the maintenance of 5 miles of collection systems.

Wastewater Facilities Upgrade, Northern Division of the Naval Facilities Command, Newport, Rhode Island. Project engineer for the upgrade and renovation of 19 wastewater pump stations and the secondary wastewater treatment plant for the Navy Base facility in Newport.

O&M Advisory Services, Various Locations, Massachusetts. Responsible for the management and coordination of O&M advisory services for the communities of Bedford, Chelmsford, Lexington, Melrose, Nahant, Newton, Quincy, Swampscott, Waltham, and Winthrop. Services include preparation of O&M manuals, preventive maintenance schedules, customized daily log sheets, and troubleshooting.

Wastewater Treatment Systems Design, Various Locations. Design engineer for wastewater treatment systems for the Kendall Company, Kentucky; Briston Arms Apartments in Cambridge, Massachusetts; Tewksbury Townhouse Condominium Association, Tewksbury, Massachusetts; and Unifirst Corporation in Dorchester, Massachusetts.

Fort Square Pumping Station, Quincy, Massachusetts. Construction coordination and operation start-up of the 7.5-mgd Fort Square sewage pumping station. Also prepared the O&M manuals with on-site instruction.

Stormwater Pump Stations Renovations, Massachusetts Turnpike Authority. Project engineer for the evaluation and design of renovations to five stormwater pump stations along the Massachusetts Turnpike Extension. Updated operation and maintenance manuals, prepared a preventative maintenance program, and provided routine inspection of the facilities.

Tide Gates and Outfall Sewers, Quincy, Massachusetts. Project engineer for the design and construction of tide gates and outfall sewers, including filing for permits required by the Massachusetts Division of Wetlands and Waterways Regulations, MEPA, U.S Army Corps of Engineers and the Quincy Conservation Commission.

### STEPHEN RICHARD, PE, CPO

#### **BACKGROUND**

2015-Present Vice President

2014-2015 Operations Manager Weston & Sampson

2011-2013 General Manager Weston & Sampson

2001-2010 Project Manager Weston & Sampson

1999-2001 Senior Engineer Weston & Sampson

1996-1999 Project Engineer Weston & Sampson

1994-1996 Associale Project Engineer Weston & Sampson

1992-1994 Environmental Engineer Weston & Sampson

1991-1992 Surveyor Meridian Engineering Collaborative Inc.

#### EDUCATION

1999 Master of Science Environmental Studies University of Massachusetts

1991 Bachelor of Science Civil Engineering Technology Wentworth Institute of Technology

PROFESSIONAL CERTIFICATION

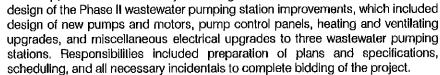
Certified Pool Operator (CPO) No. CPO 217696

PROFESSIONAL REGISTRATION

Professional Engineer: Massachusetts No. 45394 Steve, a vice president in our Construction, Maintenance, and Repairs group, brings to this project over 25 years of experience in the design, construction, and project management of municipal water and wastewater pump stations and treatment facilities. Steve also oversees construction, maintenance, and repair on over \$15 million worth of aquatics projects for both municipal and private clients.

#### SPECIFIC PROJECT EXPERIENCE

Wastewater Pumping Station Improvements, Winthrop, Massachusetts. Project manager for the



Johnson Circle Pumping Station, North Andover, Massachusetts. Project manager for the design of a new submersible pump station to replace an existing ejector pumping station. Responsibilities included preparation of plans and specifications, procurement of necessary permits, scheduling, and all necessary incidentals to complete bidding of the project.

Wastewater Pumping Stations Evaluations, Hamden, Connecticut. Project manager for site visits to and evaluation of three pumping stations. Evaluated pumps, drive shafts, control panels, generator, lighting, and ventilation. Generated a report from the data obtained, and made recommendations.

Wastewater Treatment Plant, Dover-Sherborn Regional School, Massachusetts. Project manager for the installation of a 15,000-gallon-per-day wastewater treatment plant consisting of one influent pumping station, a flow equalization/settling tank, four BioclereTM aerobic digestion units, a pre-equalization settling tank, an anoxic tank, a post-equalization settling tank, a submersible pumping station, control building, and chemical feed building. Responsibilities included, project oversight, inspection, coordination, and start-up to ensure the plant was installed as specified.

Steam Evaluation Report, Soldiers Home, Chelsea, Massachusetts. Project manager for the evaluation of approximately 10 miles of steam pipelines, ducts, and condensate lines. Used data obtained to determine possible ways to improve system efficiency. Provide project oversight to ensure the proper recommendations were made based on the fuel, water consumption, and climatological data obtained.

Colby College Pool and Spa Installation. Principal in charge of the \$3.1 Million pool and spa installation inside the new sports complex. This project included the installation of the first 50-meter pool in the state of Maine. The pool contains 850,000 gallons and is used for competitions. Also included in this project was plunge pools, piping, valves, filters, pumps, and motors.

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STEPHEN RICHARD, PE, CPO

New Hampshire No. 10520

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

New England Water Environment

Association

Water Environment Federation

First Finish – Miraval Pool and Spa Installation. Principal in charge of the new aquatics facility for the Miraval Berkshires Spa in Lenox, MA. This \$2 Million dollar project included the installation of an indoor lap pool, men's and women's indoor hot tubs, indoor/outdoor pool, outdoor spa, men's and women's saunas, steam rooms and several water features. CMR personnel performed all piping, valve, pumps, motors, filtration, and electrical installations.

John Moriarty & Associates – Garden Apartments Pool. Principal in charge of the new installation of a 32' x 10' stainless steel pool located on the 5th floors at the newly constructed Garden Apartment Complex in Boston MA. The installation of this outdoor pool included pool shell, piping, valves filtration room, pool finish and decking. CMR personnel worked with union personnel to complete this project.

John Moriarty & Associates – Boston Celtics Training Facility. Principal in charge of the installation of a therapy pool and plunge pools for the Boston Celtics in their newly constructed facility. The project consisted of a therapy pool, polar and heat plunge pools along with the piping, filtration system and flooring. CMR personnel worked with union personnel to complete this project.

John Moriarty & Associates – Boston Bruins Training Facility. Principal in charge of the installation of a therapy pool and plunge pools for the Boston Bruins in their newly constructed facility. The project consisted of a therapy pool, polar and heat plunge pools along with the piping, filtration system and flooring. CMR personnel worked with union personnel to complete this project.

Portland, ME – East End WWTP Chain and Scraper Replacement. Principal in charge of the \$900,000 upgrades to primary sedimentation basins 1 and 2 at the Portland Water District's East End WWTP. This project included the demolition of deteriorated chain and scraper equipment, and the installation of new equipment including gears and chains.

Auburn, MA – Upgrades to the Burnett St. No., Burnett St. So. Jerome Ave & Southbridge Street Pump Stations. Principal in charge of the upgrades to four (4) wastewater pumping stations. This \$1.1 million project included demolition of the four stations, and replacements with new pumps, valves, piping, controls, and concrete wet wells, as well as installation of standby generators.

Orange, MA – WWTP Aeration Blower Replacement. Principal in charge of the upgrades to WWTP in Orange, MA. This project included the demolition of deteriorated aeration blowers, and installation of new blower equipment with all mechanical and electrical equipment associated with the blowers.

Maynard, MA - Old Marlboro Road WTP Upgrades. Principal in charge of the upgrades to the Old Marlboro Water Treatment Plant. This project included the removal and replacement of filter media, installation of a new chemical storage tank, chemical feed pumps, PLC equipment and installation of a new sample line.

Franklin Pierce University – RBC No. 1 and 2 Replacements. Principal in charge for the replacements of rotating biological contractor units 1 and 2 at the Franklin Pierce University WWTP. This project included the demolition of the existing RBC units, modifying the RBC areas to accept the new units, and installation of new units with new technology along with the gears and drives.

# V. SALVATORE FERRARA



### BACKGROUND

2012-Present General Manager Weston & Sampson

2007-2012 Assistant General Manager Weston & Sampson

2005-2007 Senior Instrumentation Technician Weston & Sampson

> 1999-2005 Senior Technician Weston & Sampson

> 1995-1999 Technician Weston & Sampson

1991-1995 Technician/Wireman Omni-Trol, Inc.

1988-1991 Apprentice Electrician Anthony J. Costanzo Electrical Contractor

1988 Apprentice Electrician M.B.T. Electricians

# **EDUCATION**

1988 Gloucester High School Gloucester, Massachusetts

1988 Gloucester Vocational School (Electrical) Gloucester, Massachusetts Sal has over 25 years of experience in electrical control systems at water and waste water plants and pump statlons and is an expert in Variable Frequency Drive repairs and troubleshooting. He is currently a team leader for approximately 30 mechanical, electrical, and plumbing specialists that provide daily contract operations services at water and wastewater treatment facilities.

Sal also has the following experience:

- 20 years of experience with mechanical and pumping equipment in water and wastewater plants and pump stations, chemical feed equipment and controls, and design build of water and chemical treatment systems.
- 15 years of experience in performing CIP evaluations of various water and waste water facilities.



# SPECIFIC PROJECT EXPERIENCE

Management. General manager of Weston & Sampson CMR. Responsible for over 30 crafts, three AGM. Prepare and sign off on all CMR M&R proposals. Track labor and material budget on all CMR M&R projects. Track gross and net profits on all M&R projects. Manage and oversee automotive division of CMR. Manage and oversee CMR shop. Review all M&R invoicing. Review all Lump Sum and Rate invoices, approve for mailing.

Water and Wastewater Treatment Plants, Various Locations. For water and wastewater treatment plants in Peabody, North Andover, Newburyport, Salem, Burlington, Wareham, Rockport, Essex, Manchester-by-the-Sea, and Abington Rockland, Massachusetts, was responsible for the installation and maintenance of pump control circuits; motor control centers; lighting and distribution circuits; alarm and telemetry equipment; testing and wiring of pump motors and circuits; and various other wastewater and water treatment-related equipment.

Pump Stations, Various Locations. For municipal clients including Chelsea, Danvers, Essex, Gloucester, Lexington, Ludlow, Maynard, Melrose, Nahant, Newton, Quincy, Rockport, Salem, Swampscott, Waltham, Wilbraham, Wareham, Bourne, Burlington, West Boylston, Lancaster, Shirley, Woburn, Peabody, and Saugus, Massachusetts, was responsible for the installation of pump station level and alarm control panels; installation and maintenance of telemetering equipment; and installation and design of new level and control circuits, VFDs, and flow monitoring equipment.

Equipment Projects, Various Locations. Projects include Design-Build projects in Nahant, Salem, and Weymouth, Massachusetts, as well as the following:

Wrentham Development Center, Wrentham, Massachusetts. Involved with various equipment improvement projects for the wastewater treatment plant at Wrentham Development Center. Projects included installation of a new sewage grinder in headworks, replacement of a worm gear operated pipe skimmer in a

# V. SALVATORE FERRARA

clarifier, replacement of a raw water pump, rebuilding of an effluent pump and installation of new influent channel slide gates. Also performed other on-call maintenance and repair work at the facility.

- North Andover Water Treatment Plant. Oversee rebuilding and installation of finish water and raw water pumps. Rebuilding and installation of 400 HP motors and 400 HP VFDs.
- Coolidge Ave Water Treatment Plant, Peabody, Massachusetts. Oversee rebuilding and installation of finish water and raw water pumps. Rebuilding and installation of 300 HP motors and 300 HP VFDs.
- Newton, Massachusetts. Oversee installation of 10 MGD Muffin Monster units and control panels. Sewer ejector station conversion to submersible pump stations.

industrial Process and Environmental Remediation Systems, Various Locations. Installed variable frequency drives (VFDs), pH control systems, recording devices, and power distribution systems for industrial process and environmental remediation systems for clients such as Nutramax, Delta Electronics, Bardon-Trimount, Keolis Transportation Division in Salem, MA, and Waste Management and Wheelabrator Landfills.

Municipal Pool Projects, Various Locations. Installed level control equipment as part of an upgrade project for the municipal pool in Salem, Massachusetts. Also installed a variable frequency drive for the Peirce Island Pool upgrades project in Portsmouth, New Hampshire, and completed an energy saving project for the Newburyport YMCA pool including VFD and flow meter installation.

Control Systems, Various Locations. Technician/wireman assisting in the design and development of various control systems; layout and assembly of control panels per UL specifications including wiring; final testing of all in-house control panels including test data, wiring and installation of various flow monitoring, chemical feed, recording devices, telemetering, level, pump control, and various other water and wastewater treatment related equipment. Also provided assistance and technical support for all installations, and emergency 24-hour service to all customers.

# VITO CIARAMITARO

### **BACKGROUND**

2016-Present Master Electrician Weston & Sampson

2007-2016 Electrician Weston & Sampson

1996-2007 Electrician Lanes Appliance and Electrical Service

2001-2003 Electrical Apprentice Ray Spitlle Associates

## **EDUCATION**

2006

Master Electrician Certificate The Peterson School Woburn, Massachusetts

# PROFESSIONAL REGISTRATION

Licensed Master Electrician MA #20533 VT #EM-06111 NH #12995M

Licensed Journeyman Electrician MA #51179

Vito, a master electrician in Weston & Sampson's construction, maintenance, and repairs group, has over 10 years of experience with electrical control systems at water and waste water plants and pump stations and chemical feed equipment and controls. He also has five years of experience in design build of water and chemical treatment systems and performing CIP evaluations of various water and waste water facilities and is an expert in Variable Frequency Drive repairs and troubleshooting.

# SPECIFIC PROJECT EXPERIENCE

Electrical Services, Various Locations. Serves as an electrician for multiple projects, and has routinely provided the following services:

- Installed and repaired wiring, electrical fixtures, and control equipment.
- Planned new and modified installations to minimize waste of materials, provide access for future maintenance, and comply with specifications and local codes.
- Prepared sketches showing location of wiring and equipment, and followed diagrams and blueprints.
- Measured, cut, bent, threaded, assembled, and installed electrical conduits.
- Supervised and/or managed various employees and electrical teams.
- Installed control and distribution apparatus, including switches, relays, and circuit-breaker panels.
- Tested continuity of circuits to ensure electrical compatibility and safety of components.
- Disassembled defective electrical equipment, replaced defective and worn parts, and re-assembled equipment.
- Performed minor repairs to fuses, light sockets, bulbs, and switches.

### BACKGROUND

2014-Present Project Manager Weston & Sampson

2007-2013 Project SuperIntendent Weston & Sampson

2005-2007 Partner Jensen & Anzuoni Masonry

> 2004-2005 Belcan Corporation

### **EDUCATION**

2004

Bachelor of Science, cum laude Mechanical Engineering University of Massachusetts Amherst

# PROFESSIONAL REGISTRATION & CERTIFICATION

Certified Pool Operator (CPO) No. 421212

Massachusetts Construction Supervisor No. 096046

Hoisting Engineer License No. 145779

Certified Myrtha Pool® Installer

Engineer-in-Training

OSHA 10-Hour Construction

**OSHA 30-Hour Construction** 

Paul is a project superintendent in our Construction, Maintenance, & Repair group. He provides pool operation, maintenance, and construction management services to clients throughout the Northeast. His responsibilities have included developing estimates and bids, coordinating jobs from start to final completion, and scheduling and coordinating our craft workforce. A Certified Pool Operator, Paul manages numerous aquatic projects and provides pool construction/renovation/maintenance/operation services for municipalities, state agencies, and private clients/developers. With his extensive pool experience, Paul provides pragmatic evaluations and recommendations to meet the needs of our clients.



# SPECIFIC PROJECT EXPERIENCE

Wading Pool/Splash Pad Design & Construction, Walpole, Massachusetts. Project manager for the design and installation/construction of a zero-depth entry wading pool/splash pad amenity and the deck area at Center Pool in the town. Paul supervised the excavation work and site preparation (compacted gravel, concrete, bonding, form work, grating), piping, and startup of the new wading pool and splash pad.

Greenwood Memorial Pool Spray Park, Gardner, Massachusetts. Project manager for the design and construction of a new splash pad for the city. The splash pad design includes six spray heads that can process up to 80 gallons per minute and a 2,500 gallon underground collector tank.

Pools & Spray Park Maintenance Contract, Worcester, Massachusetts. Project manager for an aquatic maintenance contract for public pools and spray parks in the city. Paul is also responsible for directing facility maintenance during the swim season to ensure compliance to code, as well as maintaining and operating equipment.

Round Hill Aquatic Facility, Round Hill, Virginia (for Lerner Enterprises). Project manager for the construction of a \$3 million, 70,000-gallon indoor pool facility for Lerner Enterprises in Round Hill, Virginia.

Albany Street Rooftop Pool, Boston, Massachusetts. Project manager for the fully-liled 500-square foot heated rooftop pool facility that includes a remote equipment room with an automated control system for a high-rate sand filter, UV treatment, and gas heater.

Millennium Tower Pool, Boston, Massachusetts. Project Manager for the installation of an indoor swimming pool and spa at the high-rise Millennium Tower. The pool was set with a crane and rigging crew in the middle of winter to keep the 60 story building construction on schedule.

Splash Pad and Wading Pool, Worcester, Massachusetts. Project manager for the design/construction of a splash pad and wading pool in the city.

In addition, Paul served as the primary superintendent for the following projects:

Project supervision for five major Department of Conservation and Recreation

# PAUL JENSEN, CPO

- (DCR) pool renovations for the Commonwealth of Massachusetts.
- Project supervision for construction and rehabilitation of numerous Massachuselts DCR state pools and filter buildings. Projects include the communities of Milford, Agawam, Lawrence, Lowell, Fall River, and were valued at more than \$500,000 each.
- Operations & Maintenance Contract for the Aquatic Center at Chelsea Piers in Stamford, Connecticut on behalf of Chelsea Piers Connecticut, LLC (\$100,000)
- For the Corinthians Yacht Club in Marblehead, Massachusetts, Paul served as Owner's Representative and oversaw construction of 75-meter pool and filter building. (\$1.5 million)
- Kensington Apartments Rooftop Pool on Washington Street In Boston, Massachusetts (\$300,000)
- Indoor pool & spa construction for the Mohawk Casino in Hogansburg, New York (\$300,000)
- Complete pool rehabilitation/renovation and a new filter room for the University of New Hampshire (\$600,000)
- Partial filter room upgrades for Salern State University (\$100,000)
- New construction of a two million gallon well pump and treatment plant with town offices and a workshop for the South Grafton Water Treatment Plant, Grafton, Massachusetts
- New construction of a water booster pump station at the Armory Booster Station in Nashua, New Hampshire (\$500,000)
- Leachate process reconfiguration and treatment building for an ash landfill at the Concord Regional Solid Waste facility in Franklin, New Hampshire (\$500,000)
- For the Franklin Industrial Park Pump Station in Franklin, Massachusetts, Paul scheduled and coordinated for the installation of a 20,000 gallon underground sewage tank. A bypass system and equalization tank pumping system were also installed during the complete rehabilitation of the pump station.
- Construction of a well water pump/treatment station for the Ferry Street, #2
   Pump Station in Marshfield, Massachusetts
- Complete rehabilitation of a pump station including the installation of a bypass vault at the Lilac Drive Pump Station in Cheshire, Connecticut

# SCOTT GOOBIE



### **BACKGROUND**

2012-Present Senior Designer Weston & Sampson

2010-2012 Vice President Reliable Pool Contractors

2007-2010 Vice President Superior Pools Spas and Waterfalls

> 2001-2007 Vice President Pool People Commercial

1989-2001 Vice President GHA Consulting Engineers

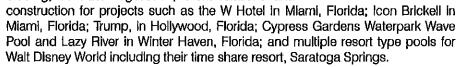
## PROFESSIONAL CERTIFICATION

Certifled General Contractor Florida CGC024700

Certified Commerical/Spa Contractor Florida CPC1456970 Scott has been responsible for providing design and construction services to the aquatic industry since 1989. With more than three decades of experience in aquatic design and construction, he has been involved in the design and construction of pool/water-related facilities for municipalities, waterparks, recreational parks, aquatic centers, deluxe hotels, resorts, and other unique facilities.

# SPECIFIC PROJECT EXPERIENCE

Pool Projects, Various Locations, Florida. Responsible for overseeing all aspects of design, bidding, contract negotiation, client relations and



Competition and Resort Pools, Various Locations. Responsible for the design of many aquatic venues for several Broward County High School pools, multiple 50-meter competition pools, and resort pools such as those for the Four Seasons; Couples Resort, Jamaica; and Pathos Hotel in Greece, among others.

Aquatic Renovations, Various Locations. Responsible for the design of renovations to water features at Sea World, San Diego, California; new spray features for a public park in Charlestown, Massachusetts; and new water park feature rides for DelGrosso's Amusement Park in Tipton, Pennsylvania.

Country Club Pool, Wellesley, Massachusetts. Designed of new pool for a country club in Wellesley.

Boston University Pool. Designed a fitness/recreation pool for Boston University.

Pool Evaluation, Rosendale, New York. Conducted a pool evaluation/ study and prepared a report.

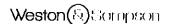
Pool Maintenance Contract, Worcester, Massachusetts. Responsible for pool and splash park maintenance for the city.

Round Hill Indoor Aquatic Center, Round Hill, Virginia. Provided full facility construction management for a 2,500-square-foot indoor recreation pool and 8,000-square-foot building.

50-Meter Competition Pools, Various Locations, Florida:

- Swimming Hall of Fame, Ft. Lauderdale Dive pool with 10-meter dive tower
- City of Sunrise Civic Center Recreational pool with waterslide
- Coral Springs Aquatic Center Dive pool with 10-meter dive tower
- Broward College, Davie
- Pine Island Park, Davie
- Pine Crest Private School, Ft. Lauderdale
- Athlie Range Pool, Miami





# SCOTT GOOBIE



# 75-Yard Competition Pools, Various Locations, Florida:

- Deerfield Beach High School, Deerfield Beach
- Northeast High School, Ft. Lauderdale
- Nova High School, Davie
- Ft. Lauderdale High School, Ft. Lauderdale
- Meli Park Pool, Dania

# Recreational Pools, Various Locations:

- Hollywood YMCA, Hollywood, Florida Outdoor pool
- Palm Beach YMCA, Palm Beach, Florida Indoor pool
- TY Park Lagoon, Broward County, Florida Activity pool
- CB Smith Park., Broward County, Florida Two activity pools, waterslide, lazy river
- Couples Resort, Jamaica
- Four Seasons Resort, Nevis, British West Indies
- Divi Little Bay, St. Maarten
- Trump International Resort, Sunny Isles, Florida
- W Hotel, Miami Beach, Florida
- Aqualina Resort, Sunny Isles, Florida
- Icon Brickel/Viceroy Hotel, Miami, Florida (featured in HGTV most extreme pools)

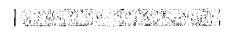
# Walt Disney World, Orlando, Florida:

- Coronado Springs Resort
- Saratoga Springs Resort
- Typhoon Lagoon addition
- All-Star Resort

### Water Parks:

- Lego Land, Winter Haven, Florida (formerly Cypress Gardens) water slides, wave pool, lazy river
- Ron Jon Cape Caribe, Cape Canaveral, Florida recreational pools, lazy river
- DelGrosso Waterpark, Tipton, Pennsylvania lazy river

# RICHARD STUART, CPO



### BACKGROUND

2010-Present Superintendent Weston & Sampson

Project Manager Sheraton Convention Center San Juan, PR

> Project Manager YMCA Boca Raton, FL

Project Manager City of Ormand Beach Ormand Beach, FL

Project Manager West Point Military Academy West Point, NY

Project Manager Babson College Community Center Wellesley, MA

> Project Manager Otis Air Force Base Hyannis, MA

Project Manager Veterans Memorial Scranton, PA

PROFESSIONAL REGISTRATION & CERTIFICATION

Massachusetts Unrestricted Construction Supervisor License

Certified Pool Operator (CPO) No. CPO-427214

Certified Myrtha Pool® Installer

Factory Certificate, Neptune-Benson® ETS-UV Systems

Proprietary Pool and Spa Seminars

OSHA Confined Space Compliance

OSHA 30-Hour Construction

Master Roofing Certificate

Sears Vinyl Siding Installation and Training

Rich is a project superintendent in our Construction, Maintenance, and Repairs group (CMR). His extensive project management background and skill in training crews to keep projects ahead of schedule, compliant with federal and local laws, and below or within budgets includes custom-built water structures with a full perception of design, build, and functionality for private, military, and municipal facilities; these structures have consisted of high-and low-voltage lighting fixtures, UV filtration units, waterfalls, and sequential low-voltage solenoid water fountains created with gunite and shotcrete materials.



# SPECIFIC PROJECT EXPERIENCE

Albany Street Rooftop Pool, Boston, Massachusetts. Project superintendent for the fully-tiled 500-square foot heated rooftop pool facility that includes a remote equipment room with an automated control system for a high-rate sand filter, UV treatment, and gas heater.

Tufts University Pool CPO Services and Capital Improvements & Renovations, Medford, Massachusetts. Project superintendent for the construction of the Tufts University pool renovations. Project work for this large municipal pool included compliance with the Virginia Graeme Baker Act, a chemical feed system, hydraulic system upgrades, and compliance upgrades around the pool deck and in the filtration facility.

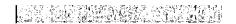
Millennium Tower Pool, Boston, Massachusetts. Primary superintendent for construction of an indoor swimming pool and spa at the high-rise Millennium Tower. The pool was set with a crane and rigging crew in the middle of winter to keep the construction of the 60-story building on schedule.

On-Call & CPO Services and Repairs, Salem State University, Massachusetts. Providing project superintendent services, including scheduling, managing/coordinating trades and subcontractors, performing necessary repairs and inspections, and ensuring/maintaining compliance.

Kensington Apartments Rooftop Pool and Filter System, Boston, Massachusetts. Provided construction-related services for the installation of this rooftop pool and filter system for Suffolk Construction. The project involved installing a stainless steel pool vessel on the sixth floor of an apartment building, along with construction of a filter room in the parking garage below.

Wading Pool/Splash Pad Design & Construction, Walpole, Massachusetts. Project superintendent for the installation/construction of a zero-depth entry wading pool/splash pad amenity and deck area at the Center Pool.

Pools & Spray Park Maintenance Contract, Worcester, Massachusetts. Project superintendent for an aquatic maintenance contract for public pools and spray parks in the clty.



### ADDITIONAL PROJECT EXPERIENCE

Rich's experience with previous employers includes:

Pool/Spa/Spray Deck/Fountain Construction at the Sheraton Convention Center in San Juan, Puerto Rico. Primary superintendent for construction of a 120-foot stainless steel, vanishing-edge, rooftop pool, a 30-person capacity stainless steel spa/wading pool with a 40-foot runnel, 25-foot radius kiddie spray deck with 21 custom spray nozzles, and a custom-built entry fountain with 12 spray nozzles. This construction project was turned over to the client for use within 10 months.

YMCA Aquatic Facility Construction, Boca Raton, Florida. As project superintendent, Rich successfully negotiated with YMCA board members to resolve contractual issues and complete the project by the original contract date for the facility's grand opening (after the previous contractor had failed to complete project according to the specifications). Rich completed construction of the waterslide, custom zero-depth entry gunite pool, filtration system, and pool enclosure; he also provided training of the YMCA staff on the full use of the aquatic facilities and the required maintenance.

Water Feature Construction for the City of Ormand Beach, Florida. Project superintendent for the construction of custom water features, including tumble buckets, spray bars, waterslide, and a water tower. Rich worked with the city to resolve the challenges/issues neglected by the previous contractor, and finished the construction of the waterpark on time.

Aquatic Training Facility Construction at West Point Military Academy in West Point, New York. Project superintendent for the construction of a 84-foot x 84-foot x 7-foot deep Olympic swimming pool and a 45-foot x 75-foot x 9-foot deep combat wave pool with simulated lightning, rain, and thunder, as well as the installation of all schedule 80 piping, including 12 miles of piping to the filtration room with seven pumps and eight 1,000-gallon sand filters, and the complete computer-automated filtration equipment. Rich was professionally videotaped by the West Point Academy staff in the demonstrated use and maintenance of the entire aquatic facility.

Babson College Community Center, Wellesley, Massachusetts. As project superintendent, Rich oversaw the complete site excavation and implemented the planning of the site layout, including elevations, setback, and positioning of pools, as well as the supervision of the gunite contractor, in order to create a 34-foot slide tower that took the form of a volcano. This project also included construction of a 20-foot-radius spray deck with computerized Solenoid-censored nozzles and the installation of suction and plumbing. In addition, Rich designed and installed the filter pump rooms, chemical systems, flow meters, and gauges.

Aquatic Training Facility at Otis Air Force Base, Hyannis, Massachusetts. Superintendent of a pool project that consisted of building a 45-foot x 75-foot x 8-foot deep Coast Guard training pool and the construction/conversion of existing office quarters into men and women's bath facilities and changing area.

Veterans Memorial Granite Fountain, Scranton, Pennsylvania. As project superintendent, Rich oversaw the construction (by concrete contractors) of a collector tank under granite and the assembly of a 220-foot fiberglass overflow with a sheer descent feature.



# STEVE PORCELLO



### BACKGROUND

2017-Present Aquatics Project Manager Weston & Sampson

2012-2017 Independent Consultant Contractor

> 2012-2015 Construction Manager Hydro Tech Co

2009-2011 Service Manager Dartmouth Pool and Spa

> 2002-2010 Consultant CS Pool Design

2008 Construction Supervisor South Shore Gunite

2000-2007 Construction Manager The Pool People, Inc.

> 1999-2000 Supervisor Tech Clear Pools

1993-2000 General Manager Leisurely Enterprises

> 1985-1993 Technician Puraqua

Steve is an aquatics project manager in Weston & Sampson's construction, maintenance, and repairs group.

# SPECIFIC PROJECT EXPERIENCE

Project manager for the following projects:

- Colby College currently working on a new competition Olympic pool
- Mandara Spas, Mohegan Sun installation of new stainless spas and filter units
- Salvation Army Kroc Center refurbishment and pump replacement
- Attleboro YMCA Camp Finberg splash pad and equipment installation

## ADDITIONAL PROJECT EXPERIENCE

Steve's experience with previous employers includes:

Tucker Design Build Landscape Artlsans, Guana Cay, Bahamas. As an independent contractor and consultant, reviewed blueprints for exterior projects consisting of water features, pool and spas, along with the landscape and hardscape of the projects. Do supply order take offs from prints, project layouts, excavation management, structural framing and steel at excavation sites, hydraulle layouts and planning, design and layout equipment locations, set equipment for water projects and automation of equipment. Acting as an independent contractor, completed such large-scale projects throughout the Bahamas and South Florida most recently in Bakers Bay Bahamas.

HydroTech Co. Braintree, Massachusetts. As a construction manager, met with homeowners and commercial contacts to supply estimates and bids on projects varying from new pools and renovation projects. Contacted vendors and ordered supplies for projects and managed budgets. Oversaw and managed projects, job tracking, met with clients to advise on status and any change orders. Control daily functions of the construction department.

Dartmouth Pool and Spa, New Bedford, Massachusetts. As service manager, controlled dally functions of pool and spa service department from calls to scheduling, staffing repairs, and installations. Acted as an estimator and sales of pool renovation projects. Automation sales and repair and training for technicians. Provided leak detection and repair, and estimating repairs for homeowners. Provided liner renovation sales, hydraulic planning and trouble shooter, gunite renovation and repair. Provided customer service and always maintained a professional working relationship with clients. Portable spa repair, equipment sales, scheduling and accounts receivable.

CS Pool Design, Boynton Beach, Florida. As an independent consultant, consulted with business owner on various designs and automation for new and high-end renovation projects featuring water and high end landscape design throughout South Florida and the Bahamas. Covered all phases with attention to detail following strict South Florida Building codes and VGB compliances.



# STEVE PORCELLO



Supported hardscapes to water shapes from blueprint to finals, all projects seen through to completion. Had part in the implementation and development of the walk-in tub installation division. Followed process of meeting with homeowner; photos in tub and sign offs. Had part in full installs of units. Processed paper work for job costing and payments. Photo tracked the progress of jobs.

South Shore Gunite, Chelmsford, Massachusetts. As construction supervisor, oversaw construction sites and reported in for scheduling purposes. Helped manager in daily procedures on construction sites and office. MaIntalned customer relations in person on the phone and using email during construction process. Followed through on customer related issues. Helped plan and coordinate job phases. Trouble shooter for fiber optic light systems. Deck layout and design and sales.

The Pool People, Deerfield Beach, Florida. As construction manager, managed the production of 700 plus pools and spas annually, in Palm Beach County, Florida. For both residential clients and home builder clients. Brought customer visions to reality with water shapes and hardscaping of the area of transformation. Implemented pre-site meetings with homeowners. Layout and elevation points for construction. Scheduling all phases of the construction and staffing of all phases. Managed construction and service techs as well as a group of subcontractors. Maintained excellent relations with homeowners and builders. Followed the South Florida Building code and all local government codes. Trained numerous technicians on hydraulics and leak detection. Processed payroll for employees in my division and subcontractors used. Automation and high end options expert on construction.

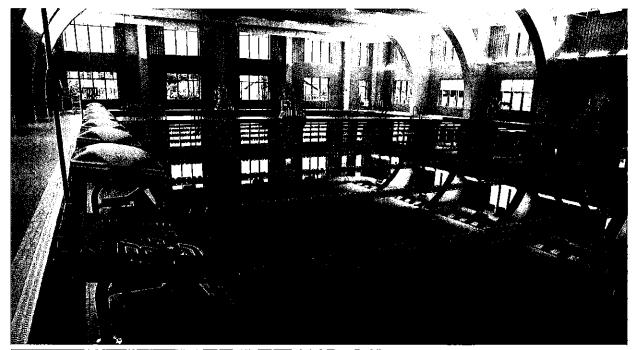
Clear Pools, Jupiter, Florida. As a supervisor technician, provided automation sales and installation, and renovation estimating and processing. Provided equipment repairs and installs on heaters, filters, pumps and cleaners. Leak detection and repair. Chemical balancing of water, all troubleshooting and repair phases of the swimming pool and spa industry. Train technicians on techniques and equipment.

Leisurely Enterprises, Malden, Massachusetts. As general manager, ran daily operations for pool/spa hardscape/landscape design build construction firm with main concentration on renovations and concrete restoration. Trained personnel on pool and spa leak detection and liner measuring and replacing. Sales and estimating all repairs, and scheduling and staffing of all projects. Maintained customer relations and employee issues. All phases of masonry from decks to tile and coping repairs and renovations. Concrete resurfacing on buildings, walkways, driveways, and pools. From basic service to advanced high end renovations, estimated all projects. Processed both accounts billable and payable.

Puraqua, Waltham, Massachusetts. As a technician, provided pump and heater installs and repairs, and leak detection and repairs. Opening and closing procedures on pools and spas. Chemical balance of water for pools and spas. Masonry repairs and resurface prep.

# BOSTON COLLEGE RECREATION CENTER POOLS

boston college: chestnut hill, massachusetts







Weston & Sampson installed a cast-in-place competition pool, instructional pool, and spa for the Boston College Recreation Center. All pools were fully tiled and epoxy grouted.

The 75 foot by 75 foot, 10 lane competition pool is used for activites such as water polo, swimming, and diving. It holds 427,000 gallons of water.

The instructional pool is used for swim lessons, therapy, water volleyball, and includes a handicap ramp for easy entry.

The 17-person spa has over 40 inlets.

All pools have fully automated BECSys7 water chemistry systems, Neptune-Benson Defender filters, and ETS UV systems. In addition, the pools were installed with a complete set of backup pumps and backup VFDs.

Construction costs were approximately \$3.5 million.

# client contact

Mr. Terry Gilman Recreational Facilities Manager Boston College 140 Commonwealth Avenue Chestnut Hill, MA 02467-3817 617-552-0148 terence.gilman.1@bc.edu

# Talkar keinqalikiONOS 2013/Landscape Architecure Weighborhood Playgrounds Recreation/Boston Parks - Children's Playground

# BEDFORD SPLASH PAD

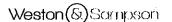
town of bedford, new hampshire



Weston & Sampson designed, built and installed this \$300,000 spray park and filter building in Bedford, New Hampshire. The spray pad is a 50 x 60 ft. play area with 13 spray features. The 12 x 10 ft. filter room was attached to the existing bath house. The filtration system has a UV disinfection unit with a sand filter and auto read and feed chemical system. The 1100-gallon collector tank with an auto fill system is built into the bottom of the center of the play area deck with VGB grate system.

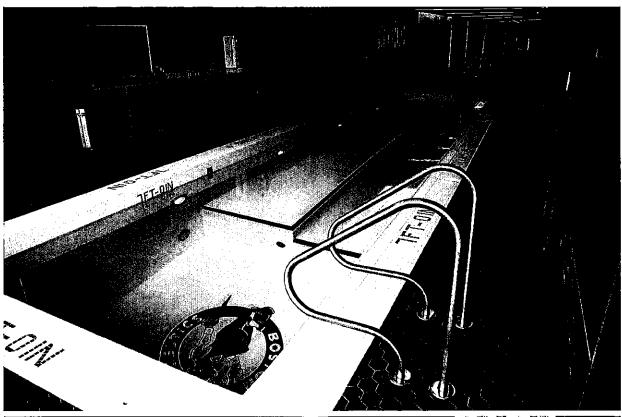
## client contact

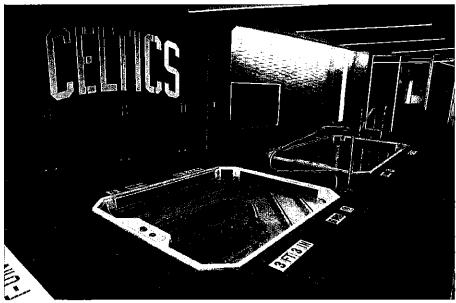
Jane O'Brien Park and Recreation Manager Town of Bedford New Hampshire 24 North Amherst Road Bedford, NH 03110 603-472-5242



# BOSTON CELTICS TRAINING FACILITY POOLS

city of boston, massachusetts







Weston & Sampson installed a therapy pool and plunge pools for the Boston Celtics. The facility has a hot spa, a polar plunge pool, and a therapy pool. The therapy pool has a soft walk floor with multiple elevations for physical therapy, as well as a swim jet. The pool was installed on an upper level above a finished space and includes three layers of waterproofing to prevent leaks.

## client contact

Jason McKenna The Auerbach Center 40 Guest St Boston, MA 02135 617-875-3900

# COCO KEY WATER PARK

town of danvers, massachusetts



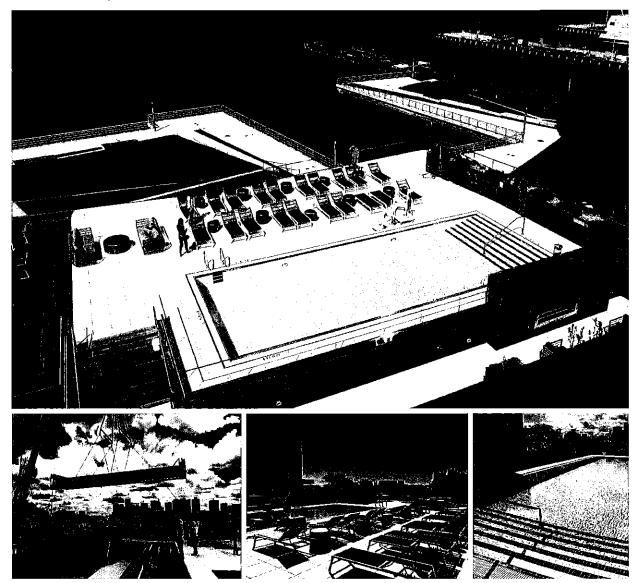
Weston and Sampson's construction, maintenance, and repairs group has regularly performed 24/7 on-call emergency services and equipment upgrades at the Coco Key water park since 2013. The facility has six separate bodies of water, a lazy river with wave generator, water slides, and over 20 pumps.

# client contact

Chuck Raymond CoCo Key Water Park Boston North Shore 50 Ferncroft Road Danvers, Massachusells 01923 979-777-2500

# THE EDDY

east boston, massachusetts



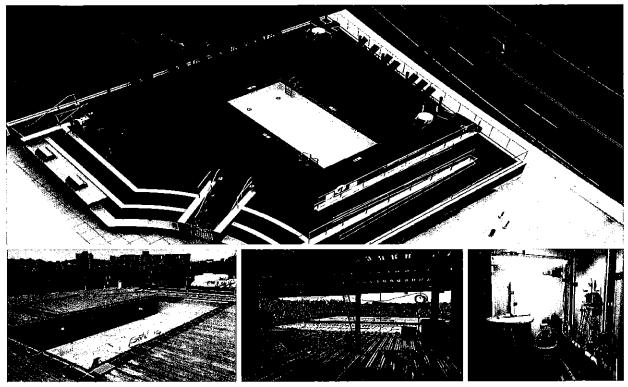
Weston & Sampson designed and installed this \$610,000 stainless-steel, fully-tiled pool on the East Boston waterfront. The pool features a perimeter gutter, sand filter, UV disinfection system, autofill, and automated chemistry system. The pool was fabricated off-site, delivered in two pieces, and was set on the roof with a mobile crane. The pool holds 23,000 gallons, has a 4 hour turn over, an ETS UV system, and a 500,000 btu heater.

# client contact

Chris Ingle Project Manager Sutfolk Construction Company 65 Allerton Street Boston, MA 02119

# SERENITY APARTMENTS 101 HUNTINGTON AVE

neighborhood of jamaica plain, massachusetts



Weston & Sampson provided aquatic engineering services for this stainless steel rooftop pool designed in conjunction with PCA architects for the CMR "Serenity" residential apartments building located on South Huntington Ave, Jamaica Plain, Massachusetts.

Weston & Sampson's Construction, Maintenance, and Repair Group furnished and installed the pool located on the 6th floor roof top, along with piping and all required pool equipment located one level below the pool. CMR coordinated with all trades required to complete this project on schedule for a June 2017 opening.

 Stainless Steel Deck-Level Gutter System

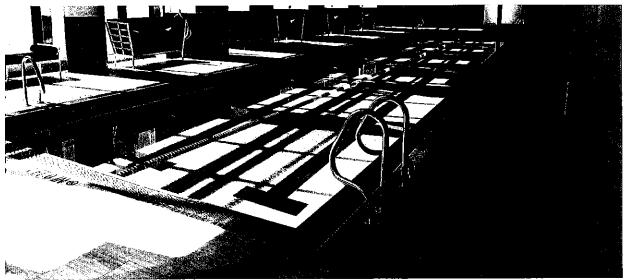
27' x 13' Liner pool with tiled gutter

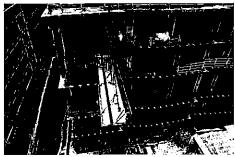
# client contact

Dana Bethoney Community Manager Greystar Boston, MA 617-274-8810

# POOL AND SPA AT MILLENNIUM TOWER

city of boston, massachusetts







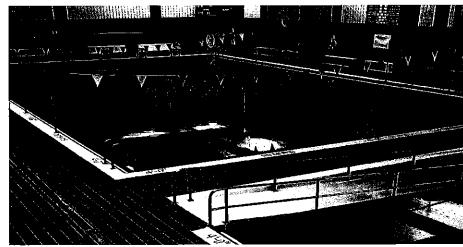


Weston & Sampson currently provides weekly CPO services and 24/7 on-call services for the swimming pool and spa at Millennium Tower (1 Franklin Street Boston). Weston & Sampson provided design and construction services for the installation of the swimming pool and spa in 2015. The pool was set with a crane and rigging crew in the middle of winter to keep the 60 story building construction on schedule. The total pool construction value was \$900,000. The pool and spa have a fully welded stainless steel shell and are completely covered with ceramic tile. The pool and spa have UV and chlorine disinfection. For superior air quality the suction for the dehumidification system was incorporated into the deck drain around the pool.

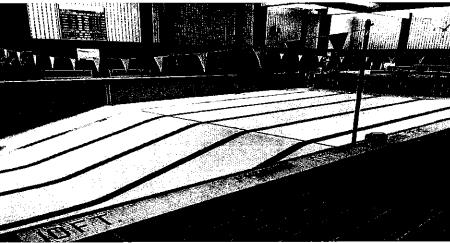
## client contact

Owner Contact Kenneth Lemay Millennium Partners 1 Franklin Street, Boston, MA 02110 www.millenniumptrs.com 617-239-3075

# Kennedy Pool Cleaning city of somerville, massachusetts



Weston Sampson performed a pool acid wash, cleaning, and regrouting for the City of Somerville at the Kennedy Pool. All stainless steel deck drain grating was also replaced.





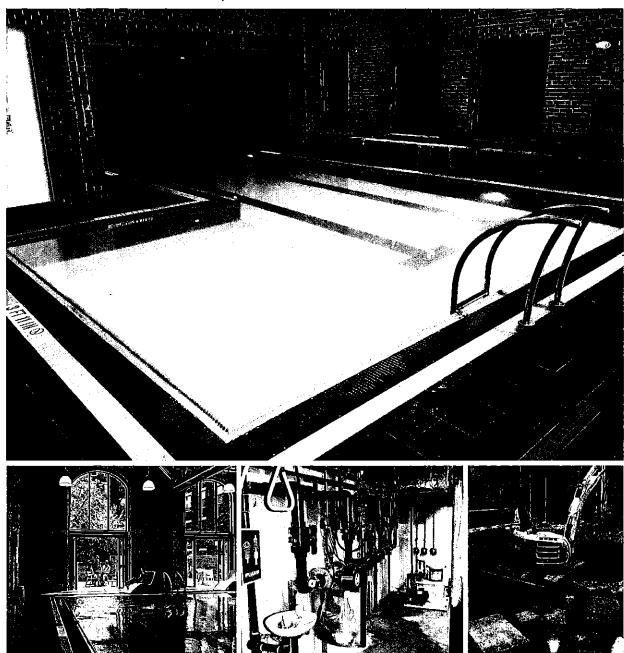
# client contact

Ben Waldrip **Director of Operations** City of Somerville, Massachusetts Parks & Recreation 857-270-8304 bwaldrip@somervillema.gov

# TiMarketing MONOS 'Aquatics' CMR Pools S Sphashpads Plano Craft Guild Pool CMR Verison

# PIANO CRAFT GUILD APARTMENTS POOL

bruner/cott architects and planners



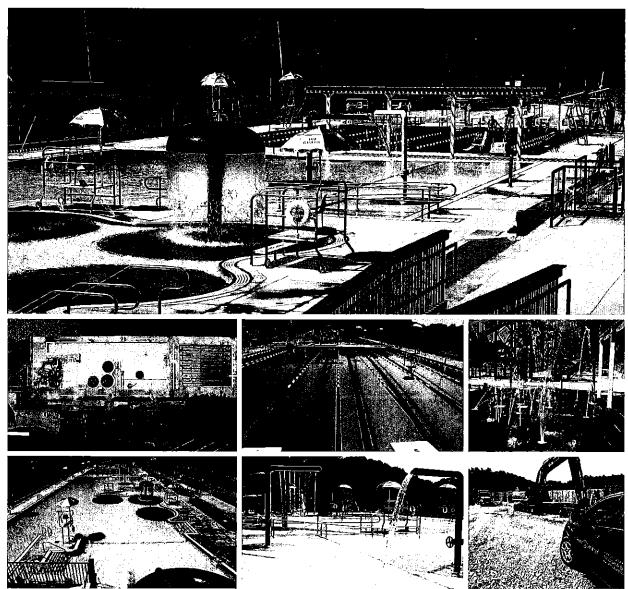
Weston & Sampson designed and installed this \$315,000 poured concrete gutter pool in an old piano factory basement that had been renovated to apartments. The pool has a handicap ramp and three lap lanes. It holds 22,000 gailons, has a 4 hour turn over, a heat exchanger, and ETS UV system. Granite boulders had to be removed to make room for the installation.

# client contact

Hank Scollard Bruner-Coll & Associates Inc. 130 Prospect SI # 3, Cambridge, MA 02139 617-492-8400

# POOLS AT ROSEMARY RECREATION COMPLEX

town of needham, massachusetts



Weston & Sampson designed and installed a 4,300 square-foot competition pool, 9,000 square-foot family pool, water slide, and splash pad at the Rosemary Recreation Complex in Needham, MA.

The pools sit almost level with Rosemary Lake and were installed with ballast slabs and helical piles to prevent hydraulic uplift. The project was completed on a expedited fall through spring schedule to open the following summer.

The combined flow rate for all systems was over 5,500 gallons per minute (GPM). The pools operate automatically with regenerative media filters, ultra violet systems, automatic fills, CO<sub>2</sub>, and tablet chlorine feeders.

Construction cost was approximately 3.2 Million.

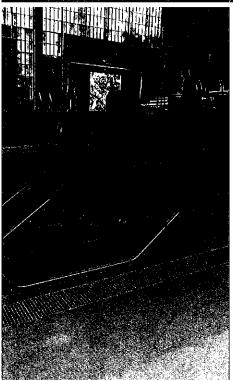
## client contact

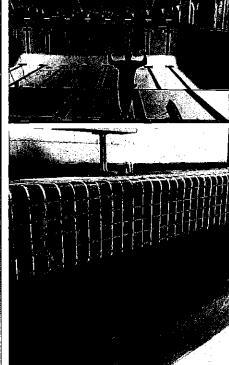
Patricia M. Carey, CPRP Director Park and Recreation Department Town of Needharn, MA 781-455-7550, press 3 at recording pcarey@needhamma.gov www.needhamma.gov

# Salem State University Pool Cleaning salem, massachusetts



Weston & Sampson performed a pool acid wash, cleaning, and regrouting for Salem State University. The existing tile was covered in calcium buildup and was restored to like-new conditions after the regrouting. In addition, all diving boards, starting blocks, and stainless steel were buffed and polished.





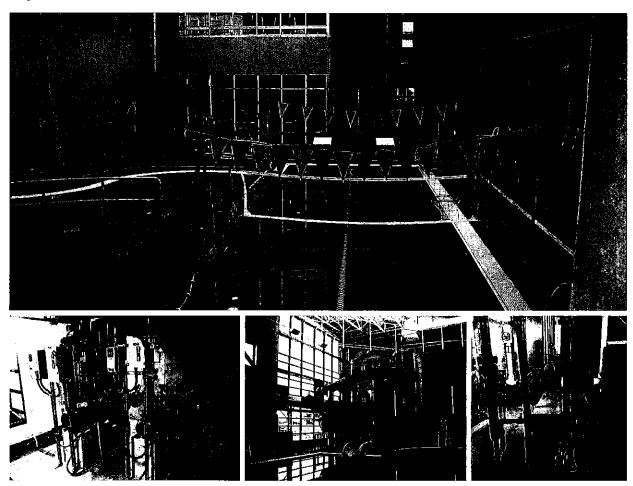
# client contact

Scotl Kaulman Alhletic Event & Facility Manager Salem State University 352 Lafayette Street Salem MA 01970 978-542-6000 skaulman@salemstate.edu

# Figures chelicondes - Podis & Episen PrecioeP Noneobsayaisen Anny Sun & Leun Kibe Ceres Courrainny Danies

# THE SALVATION ARMY RAY AND JOAN KROC CORPS COMMUNITY CENTER

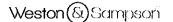
city of boston, massachusetts



Weston & Sampson's construction, maintenance, and repairs group has provided weekly CPO service and 24/7 emergency services for this facility since 2014. The facility has a 800 gpm lazy river with zero entry, water slides, and approximately 10 pumps.

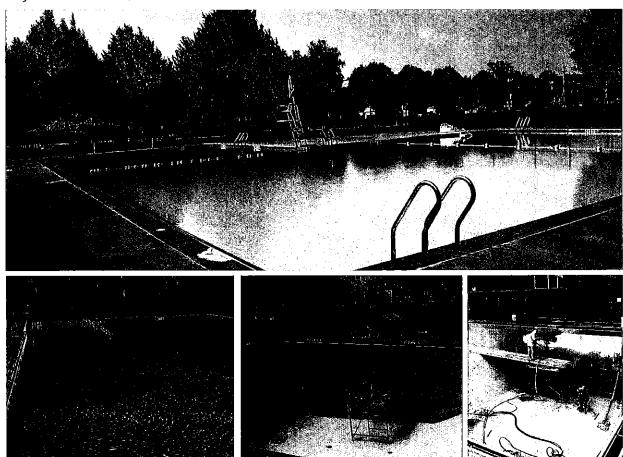
# client contact

Denean R. Johnson Aquatics Manager The Salvation Army Ray & Joan KROC Corps Community Center 650 Dudley Street Dorchester, Massachusetts 02125 617-318-6900



# TUFTS POOL FACILITY

city of medford, massachusetts



Weston & Sampson provided assessment and aquatic engineering services for this municipal outdoor pool complex in Medford, Massachusetts.

Our aquatics engineers developed a specification for the repair and rehabilitation of this former DCR facility. Our pool construction division provided the following services based on the required upgrades:

- new filtration system
- code compliance and energy upgrades
- automated chemical feed systems
- pool surface refinishing

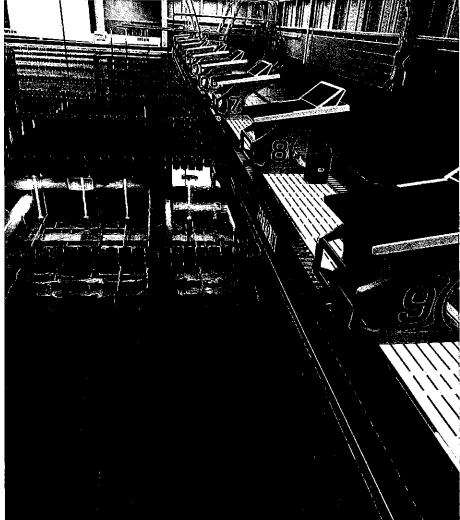
Work was completed in the summer of 2015.

## client contact

Louise Miller, JD Chief Procurement Officer City of Medlord 781-393-2464 Lmiller@medford.org

# **BOSTON SPORTS INSTITUTE**





Weston & Sampson worked with the owner and Myrtha Pools to reconfigure the 2012 Olympic Trials swimming pool for the Boston Sports Institute, which is a public/private partnership between the Town of Wellesley and Edge Sports Group and features the two pools, two hockey rinks, and an indoor turf field. Our aquatic enaineerina division developed a plan to reconfigure the original 50 meter pool into one 10-lane 25 yard pool and a smaller separate 3 lane warm up and teaching pool. Our pool construction division was selected to install the pools and equipment at this beautiful new facility which features regenerative media filtration.

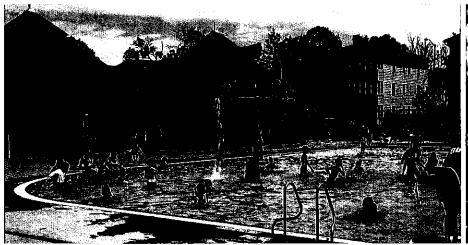
# client contact

Brian V. DeVellis EGE Associates Bedford, Ma 617-855-9210 brian@devellis.nel

# CROMPTON PARK CPO

city of worcester, massachusetts







Weston & Sampson has provided daily operation and 24/7 on-call emergency services for the Crompton Park pool since 2010. The pool is 140,000 gallons, has a flow rate of 1200 gpm, a UV system, and a vacuum sand filter. Weston & Sampson was the design engineer for the original construction of this pool.

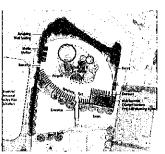
## client contact

Robert Antonelli Assistant Commissioner Public Works & Parks City of Worcester 508-799-1190 antonellir@worcesterma.gov

# CRISTOFORO COLOMBO PARK (EAST PARK) SPLASH PAD

city of worcester, massachusetts







Weston & Sampson has provided daily operation and 24/7 on-call emergency services for the Cristoforo Colombo Park (East Park) splash pad since 2014. The splash pad has a 6,000 wet area, a filter flow rate of 200 gpm, and a feature flow rate of 600 gpm. The filter system includes a UV system and sand filters. Weston & Sampson was the design engineer for the original construction of this splash pad.

# client contact

Robert Antonelli Assistant Commissioner Public Works & Parks City of Worcester 508-799-1190 antonellir@worcesterma.gov