

# SMITHFIELD TOWN COUNCIL MEETING

OPEN SESSION

**TUESDAY**  
**December 5, 2023**



**SMITHFIELD TOWN COUNCIL MEETING  
SMITHFIELD TOWN HALL  
COUNCIL CHAMBERS  
64 FARNUM PIKE  
TUESDAY, DECEMBER 5, 2023  
6:10 P.M.**

**6:10 P.M. EXECUTIVE SESSION**

Convene into executive session to consider, discuss, and act upon matters pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Deana M. Mills and Lisa M. Baillargeon for possible appointment to a Town board or commission and Rhode Island General Laws Section 42-46-5(a)(2); Existing Litigation, Case # PC-2019-10870 - Town of Smithfield vs. State of Rhode Island.

**7:00 P.M. AGENDA**

- I. Regular meeting reconvened at 7:00 p.m.
  - Announce any executive session votes required to be disclosed pursuant to Rhode Island General Laws, Sec. 42-46-4.
- II. Prayer
- III. Salute to the Flag
- IV. Emergency Evacuation and Health Notification
- V. Presentations:
  - A. Smithfield Youth Council Update
- VI. Minutes:
  - A. Move that the minutes of the November 21, 2023 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(1) Personnel; to interview Louis Marchetti for possible appointment to a Town board or commission and Town Manager Annual Review be approved as recorded and sealed.
  - B. Move that the minutes of the November 21, 2023 open session meeting be approved as recorded.
- VII. Consider, discuss and act upon the following possible appointments and reappointments:
  - A. Water Supply Board reappointment with a term expiring in December 2026.
- VIII. Public Hearings:
  - A. Conduct a public hearing to consider and act upon amendments to the Code of

Ordinances Chapter 118 entitled “Alcoholic Beverages” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.

- B. Conduct a public hearing to consider and act upon amendments to the Code of Ordinances Chapter 122 entitled “Amusements, Coin-Operated” sponsored by Council Member Sean M. Kilduff.
- C. Conduct a public hearing to consider and act upon amendments to the Code of Ordinances Chapter 268 entitled “Peddling and Soliciting” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.
- D. Schedule a public hearing on January 9, 2023 to consider and act upon Zoning Ordinance amendments to Section 4.3 “Table of Uses”, Section 4.4 “Supplementary Use Regulations”, and Section 9.4.8, Table 3 “Economic Growth Overlay District Land Uses”.
- E. Conduct a public hearing to consider, discuss, and act upon approving the renewal of the Intoxicating Beverage Licenses, as listed, as applied, subject to compliance with all State regulations, local ordinances and a Certificate of Good Standing from the RI Division of Taxation.

**INTOXICATING BEVERAGE LICENSE RENEWALS 2023-2024**

**CLASS B-VICTUALLER BEVERAGE LICENSES**

- 1. BKH, LLC d/b/a “Jack’s Pizza Pub”, 970 Douglas Pike, Building A, Unit 2 (approved for outdoor bar service)
- 2. Richard J. Conti d/b/a “Café Centro”, 566 Putnam Pike
- 3. RNL Enterprises, LLC d/b/a “Coach’s Pub”, 329 Waterman Avenue (approved for outdoor bar service)
- 4. TMG Trap North d/b/a “The Trap North Brew Pub & Grill”, 10 Smith Avenue (approved for outdoor bar service)

IX. Licenses:

- A. Consider, discuss, and act upon approving the renewal of two (2) of Entertainment Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:
  - 1. RNL Enterprises, LLC d/b/a “Coach’s Pub”, 329 Waterman Avenue
  - 2. TMG Trap North d/b/a “The Trap North Brew Pub & Grill”, 10 Smith Ave.
- B. Consider, discuss, and act upon approving the renewal of two (2) Special Dance Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:
  - 1. RNL Enterprises, LLC d/b/a “Coach’s Pub”, 329 Waterman Avenue
  - 2. TMG Trap North d/b/a “The Trap North Brew Pub & Grill”, 10 Smith Ave.

- C. Consider, discuss and act upon approving the renewal of five (5) Victualling Only Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:
  - 1. Addie & Colts Bagels, LLC d/b/a “Café Such a Bagel Too”, 285 George Washington Highway
  - 2. Smithfield Cookies, LLC d/b/a “Crumbl Cookies”, 371 Putnam Pike, Suite 915
  - 3. Smithfield Foods, LLC d/b/a “Sonic Drive In”, 393 Putnam Pike
  - 4. Smithfield Hospitality, LLC d/b/a “Holiday Inn Express & Suites”, 1010 Douglas Pike
  - 5. The Level 10 Nutrition Club, LLC d/b/a “The Level 10 Nutrition Club”, 10C Cedar Swamp Road
- D. Consider, discuss and act upon approving a new Victualling Only License for The Sandwich Shack, LLC d/b/a “The Sandwich Shack”, 9 Cedar Swamp Road, Unit 10, as applied subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health, a Certificate of Occupancy, permit and plans approved by the Building/Zoning Department.
- E. Consider approving a new Holiday Sales License for Five Below, Inc. d/b/a “Five Below #8032”, located at 371 Putnam Pike, Suite A440, as applied, subject to compliance with all State regulations and local ordinances.
- X. Old Business:
  - A. Sitting as the Smithfield Water Supply Board, consider, discuss and act upon a request for waiver of water main extension based on the Code of Ordinances, Chapter 350 Water Line Extensions, Article 1 Construction of Waterlines and Other Water Capital Equipment by Private Developers, Section 350-1 Extension of Water Service Article 1.C.
  - B. Consider, discuss, and act upon authorizing the Fire Department to purchase Ballistic Protective Equipment in an amount not to exceed forty-five thousand dollars and zero cents (\$45,000.00) to be funded from the Bryant University billing account.
- XI. New Business:
  - A. Consider, discuss, and act upon a bid award for the structural-civil design services of the Mountindale Road culvert at Stillwater River.
  - B. Consider, discuss, and act upon adopting a resolution authorizing the Town Manager to submit a RIDEM Recreation Acquisition and Development Large Grant to fund development of pickleball courts at Willow Field.
  - C. Consider, discuss, and act upon adopting a resolution authorizing the Town

Manager to submit a RIDEM Recreation Acquisition and Development Small Grant to fund development of pickleball courts at Willow Field.

- D. Consider, discuss, and act upon authorizing a request for proposals for the Department of Public Work's Garage roof replacement.
  - E. Sitting as the Water Supply Board, consider, discuss, and act upon awarding a design contract to Beta Group of Lincoln, RI, in an amount not to exceed one hundred sixteen thousand dollars and zero cents (\$116,000.00) for the design of a 12-inch water main from Appian Way to Pleasant View Drive along Route 116.
  - F. Sitting as the Water Supply Board, consider, discuss, and act upon awarding a contract to Beta Group of Lincoln, RI, in an amount not to exceed eighteen thousand dollars (\$18,000.00) for water service GPS location and GIS layer development.
  - G. Consider, discuss, and act upon authorizing a request for proposals for cafeteria equipment at multiple school building locations.
  - H. Consider, discuss, and act upon a recommendation for Change Order #2 with Green Acres Landscaping and Construction Company, Inc. in the amount of eighty-one thousand, one hundred sixty-six dollars and sixty cents (\$81,166.60) for work associated with the Boyle Athletic Field Complex.
  - I. Consider, discuss, and act upon a recommendation for Change Order #3 with Coyne Mechanical, Inc. in the amount twenty-three thousand, five hundred eighty-five dollars and twenty-five cents (\$23,585.25) for reconnections of control wiring work and sensors installation associated with the rooftop units replacement project at the Smithfield High School subject to approval by the Boyle Athletic Complex Building Committee.
  - J. Consider, discuss, and act upon cancelling the December 19, 2023 Town Council meeting.
  - K. Consider, discuss, and act upon approving tax abatements in the amount of three thousand, four hundred, eighty-three dollars and forty-three cents (\$3,483.43).
- XII. Public Comment.
- XIII. Adjournment.

**AGENDA POSTED: FRIDAY, DECEMBER 1, 2023**

**The public is welcome to any meeting of the Town Council or its sub-committees. If communication assistance (readers/interpreters/captions) or any other accommodation to ensure equal participation is needed, please contact the Smithfield Town Manager's office at 401-233-1010 at least forty-eight (48) hours prior to the meeting.**

**PLEASE SEE EXECUTIVE**  
**SESSION ENVELOPE**

## MINUTES OF SMITHFIELD TOWN COUNCIL MEETING

**Date: Tuesday, November 21, 2023**

**Place: Smithfield Town Hall**

**Time: 5:45 P.M.**

**Present:**

Town Council President T. Michael Lawton  
Town Council Member Sean M. Kilduff  
Town Council Member Michael P. Iannotti  
Town Council Member Rachel S. Toppi  
Town Council Member John J. Tassoni, Jr.  
Town Manager Randy R. Rossi  
Town Solicitor Anthony Gallone  
Attorney David A. Ursillo  
Town Clerk Lyn M. Antonuccio

---

**I. President Lawton calls the Tuesday, November 7, 2023 Smithfield Town Council Meeting to order at 7:00 p.m.**

At 5:47 p.m., a motion was made by Vice President Iannotti, seconded by Member Toppi, to convene into executive session to consider, discuss, and act upon matters pursuant to General Laws Section 42-46-5(a)(1) Personnel; to interview Louis Marchetti for possible appointment to a Town board or commission and Town Manager Annual Review.

The motion was approved by a 3/0 vote. Member Kilduff and Member Tassoni arrive after executive session is convened.

President Lawton reported that pursuant to RIGL§ 42-46-4 there was one (1) vote taken in Executive Session, which was approved by a 5/0 vote, to increase Town Manager Rossi's salary to \$150,000.

**II. President Lawton offers a prayer.**

**III. Salute to the flag.**

**IV. Emergency Evacuation and Health Notification**

**V. Presentations: None**

**VI. Minutes:**

- A.** Move that the minutes of the November 7, 2023 executive session meeting held pursuant to Rhode Island General Laws Section 42-46-5(a)(5) Real Estate; to consider, discuss and act upon a potential land purchase and Rhode Island General Laws Section 42-46-5(a)(2); Potential Litigation be approved as recorded and sealed.

**Motion** is made by Member Tassoni, seconded by Vice President Iannotti, that the minutes of the November 7, 2023 executive session meeting minutes be approved as recorded and sealed. **Motion is approved by a unanimous 5/0 vote.**

**B. Move that the minutes of the November 7, 2023 open session meeting be approved as recorded.**

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the minutes of the November 7, 2023 open session meeting minutes be approved as recorded. **Motion is approved by a unanimous 5/0 vote.**

**VII. Consider, discuss and act upon the following possible appointments and reappointments: None**

**VIII. Public Hearings:**

**A. Schedule a public hearing on January 9, 2024 to consider, discuss, and act upon Zoning Ordinance amendments to Sections 4.4 Supplementary Use Regulations and 4.3 Table Of Uses of The Smithfield Zoning Ordinance to add a new use category entitled “Battery Energy Storage Facility” sponsored by Council Members Rachel S. Toppi and Michael P. Iannotti.**

Vice President Iannotti explains the following: On November 16, 2023, the Planning Board approved the amendment of the Table of Uses of the Smithfield Zoning Ordinance by adding a category for battery energy storage facilities. This ordinance would restrict such facilities to Industrial and Planned Corporate Zones and require the issuing of a Special Use Permit in order to construct a battery energy storage facility. The ordinance would also prohibit the location of a battery energy storage facility within 500’ of a residential structure, require a non-climbable fence around the facility, screening from public and adjoining property view, an emergency response plan, a Quantitative Risk Analysis, and a Decommissioning Plan.

The drafting of this ordinance was prompted by an application to place a battery energy storage facility on Mountindale Road.

He sponsored this ordinance amendment with Member Toppi because they are very concerned about fires that may occur at these facilities. Vice President Iannotti describes fires that took place at these facilities in upstate New York prompting the governor to appoint a working group to inspect all of these facilities in the State of New York. The fires can begin in one of the cells and travel to the next cell causing the fire to cascade.

Since these facilities are new to Rhode Island, there is little guidance from the state regarding the safe siting of these facilities, therefore, it is up to all municipalities to be proactive in ensuring that these types of facilities are only constructed in appropriate locations.

**Motion** is made by Vice President Iannotti, seconded by Member Toppi, that the Smithfield Town Council hereby schedules a public hearing on January 9, 2024 to consider adopting amendments to Sections 4.4 Supplementary Use Regulations and 4.3 Table of Uses of the Smithfield Zoning Ordinance by adding a new use category entitled “Battery Energy Storage Facility”. **Motion is approved by a unanimous 5/0 vote.**

**B. Conduct a public hearing to consider, discuss, and act upon approving the renewal of the Intoxicating Beverage Licenses, as listed, as applied, subject to compliance with all State regulations, local ordinances and a Certificate of Good Standing from the RI Division of Taxation.**

President Lawton declares the public hearing open.

**INTOXICATING BEVERAGE LICENSE RENEWALS 2023-2024**

**CLASS A RETAILER'S BEVERAGE LICENSES**

1. Mac's Liquor Mart, Inc. d/b/a "Mac's Liquor Mart", 200 Pleasant View Avenue
2. Putnam Liquor, Inc. d/b/a "Putnam Pike Liquors", 637B Putnam Pike
3. Putnam Pike Liquors, Inc. d/b/a "B & C Liquor", 253 Putnam Pike

**CLASS B-VICTUALLER BEVERAGE LICENSES**

1. Apple New England, LLC d/b/a "Applebee's Neighborhood Grill & Bar", 446 Putnam Pike
2. Armenucci, LLC d/b/a "Blackie's Bulldog Tavern", 280 George Washington Highway (approved for outdoor bar service)
3. Brinker International, d/b/a "Chili's Grill & Bar", 371 Putnam Pike, #210
4. BZB Enterprises, Inc. d/b/a "Parente's Family Restaurant", 1114 Douglas Pike (approved for outdoor bar service)
5. Chelo's Steak House, Inc. d/b/a "Chelo's Steak House", 445 Putnam Pike (approved for outdoor bar service)
6. Ditto, Inc. d/b/a "Fresco", 181 George Washington Highway (approved for outdoor bar service)
7. F & F Enterprises, LLC, d/b/a "Wing Power", 5 Sanderson Road (approved for outdoor bar service)
8. Giuseppe's Pizzeria Bistro, Inc. d/b/a "Giuseppe's Pizzeria Bistro", 19D Smith Avenue (approved for outdoor bar service)
9. Josephine's Coffee Bar, Inc., d/b/a "Josephine's Coffee Bar", 19B Smith Avenue
10. New Rainforest, LLC d/b/a "Twelve Acres", 445 Douglas Pike
11. Pastry Land Bakery, Inc., d/b/a "Pastry Land Bakery", 19 Sanderson Road
12. Rangoon, LLC d/b/a "Rangoon Chinese & Japanese Restaurant", 294 Waterman Avenue
13. SVP Corporation d/b/a "Mai Thai Cuisine", 115 Pleasant View Avenue
14. The Last Resort, Inc. d/b/a "The Last Resort", 325 Farnum Pike (approved for outdoor bar service)
15. The Orchard Grill, Inc. d/b/a "The Orchard Grille" 132 Pleasant View Avenue
16. Yamato Steakhouse Smithfield, Inc. d/b/a "Yamato Steakhouse of Japan", 375 Putnam Pike, Unit 30

**CLASS B-VICTUALLER LIMITED BEVERAGE LICENSES**

1. AKR Corporation d/b/a “Tony’s Pizza Palace”, 200 Pleasant View Avenue
2. Rally Point Racquet Club, Inc. d/b/a “Rally Point Racquet Club”, 15 Church Street

**CLASS C – BAR LICENSE**

1. Waterman Lake Pub. LLC d/b/a “Village Pub”, 715 Putnam Pike

**CLASS D- BEVERAGE LICENSE**

1. Smithfield Sportsman’s Club, 14 Walter Carey Road

Hearing no comments, President Lawton closes the public hearing.

**Motion** is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council approve the annual renewal of the following Intoxicating Beverage Licenses, as listed, as applied, subject to compliance with all state regulations, local ordinances, and a Certificate of Good Standing from the Division of Taxation. **Motion is approved a unanimous 5/0 vote. President Lawton recuses himself from Number 4 of the Class B Beverage Licenses.**

**C. Conduct a public hearing to consider, discuss, and act upon approving the renewal of the following twelve (12) Victualling Only Licenses to include renewal of the Extended Hours of Operation, as listed, as applied, subject to compliance with all State Regulations and local ordinances:**

1. 7-Eleven Store #32614A d/b/a “7-Eleven #32614A”, 970 Douglas Pike to extend hours of operation to 24/7 hours.
2. Colbea Enterprises, LLC d/b/a “Seasons Corner Market”, 947 Douglas Pike to extend hours of operation to 24/7 hours.
3. Colbea Enterprises, LLC d/b/a “Shell #36”, 368 Putnam Pike to extend hours of operation to 24/7 hours.
4. Cumberland Farms Inc., d/b/a “Cumberland Farms #1251”, 353 Waterman Avenue to extend hours of operation to 24/7 hours.
5. DKS Coffee, Inc., d/b/a “Dunkin’ Donuts”, 970 Douglas Pike to extend hours of operation to 4:00 a.m. to 12:00 a.m.
6. Greenville Donuts, LLC d/b/a “Dunkin’ Donuts”, 385 Putnam Pike to extend hours of operation to 4:30 a.m. to 2:00 a.m.
7. Greenville Donuts, LLC d/b/a “Dunkin’ Donuts”, 471 Putnam Pike to extend hours of operation to 24/7 hours, with the stipulation that the Drive-Thru Window will be closed from 2:00 a.m. to 4:30 a.m.
8. Greenville Donuts, LLC d/b/a “Dunkin’ Donuts”, 639B Putnam Pike to extend hours of operation to 5:00 a.m. to 10:00 p.m.
9. Ionian, Inc. d/b/a “Dunkin’ Donuts”, 259 Putnam Pike #1 to extend hours of operation to 4:00 a.m. to 12:00 a.m.
10. JMK Enterprises, Inc. d/b/a “Smithfield Mobil”, 364 Putnam Pike to extend hours of operation to 24/7 hours.

11. KAC Foods, Inc. d/b/a “McDonald’s”, 445 Putnam Pike, Unit 19 to extend hours of operation to 4:30 a.m. to 2:00 a.m., the Drive –Thru Window portion of the restaurant will remain open with the hours of operation to be 24/7 hours Monday through Sunday.
12. Wedge Donuts, Inc. d/b/a “Dunkin’ Donuts”, 151 Douglas Pike to extend hours of operation to 4:30 a.m. to 2:00 a.m.

President Lawton declares the public hearing open.

Vice President Iannotti questions if these businesses currently have these hours. Town Clerk Antonuccio explains that these businesses currently have those hours, and the extension of hours must be renewed on an annual basis.

Hearing no comments, President Lawton closes the public hearing.

**Motion** is made by Member Kilduff, seconded by Member Toppi, that the Smithfield Town Council approve the annual renewal of twelve (12) Victualling Licenses to include renewal of the extended hours of operation, as listed, as applied, subject to compliance with all state regulations and local ordinances. **Motion is approved by a unanimous 5/0 vote.**

**IX. Licenses:**

- A. Consider, discuss, and act upon approving the renewal of seven (7) Entertainment Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:
  1. Armenucci, LLC, d/b/a “Blackie’s Bulldog Tavern”, 280 George Washington Highway
  2. BZB Enterprises, Inc. d/b/a “Parente’s Family Restaurant”, 1114 Douglas Pike
  3. Chelo’s Steak House, Inc. d/b/a “Chelo’s Steak House”, 445 Putnam Pike
  4. Ditto, Inc. d/b/a “Fresco”, 181 George Washington Highway
  5. F & F Enterprises, LLC d/b/a “Wing Power”, 5 Sanderson Road
  6. New Rainforest, LLC d/b/a “Twelve Acres”, 445 Douglas Pike
  7. The Last Resort, Inc. d/b/a “The Last Resort”, 325 Farnum Pike

Motion is made by Member Kilduff, seconded by Member Toppi, that the Smithfield Town Council approve the renewal of seven (7) Entertainment Licenses, as listed, as applied, subject to compliance with all state regulations and local ordinances. **Motion is approved by a unanimous 5/0 vote. President Lawton recuses himself for Number 2 of these licenses.**

- B. Consider, discuss, and act upon approving the renewal of six (6) Special Dance Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:

1. Armenucci, LLC d/b/a “Blackie’s Bulldog Tavern”, 280 George Washington Highway
2. Ditto, Inc. d/b/a “Fresco”, 181 George Washington Highway
3. F & F Enterprises, LLC d/b/a “Wing Power”, 5 Sanderson Road
4. New Rainforest, LLC d/b/a “Twelve Acres”, 445 Douglas Pike
5. Smithfield Senior Center, 1 William J. Hawkins, Jr. Trail
6. The Last Resort, Inc. d/b/a “The Last Resort”, 325 Farnum Pike

**Motion** is made by Member Toppi, seconded by Member Tassoni, that the Smithfield Town Council approve the annual renewal of six (6) Special Dance Licenses, as listed, as applied, subject to compliance with all state regulations and local ordinances. **Motion is approved by a unanimous 5/0 vote.**

**C. Consider, discuss, and act upon approving the renewal of forty-four (44) Victualling Only Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:**

1. ALG 33 Enterprises, Inc. d/b/a “Piezoni’s”, 259 Putnam Pike
2. A & W of Rhode Island, Inc. d/b/a “A & W”, 460 Putnam Pike
3. B & B Hospitality, Inc. d/b/a “Sure Stay Plus by Best Western”, 355 George Washington Highway
4. Bacon N Beanz Café, LLC d/b/a “Bacon N Beanz Café”, 345 Waterman Avenue
5. Barnes & Noble Booksellers, Inc. d/b/a “Barnes & Noble #2082”, 371 Putnam Pike, Suite 330
6. Botan, LLC d/b/a “Wise Guys Deli”, 1201 Douglas Pike
7. Brewology, LLC d/b/a “Brewology”, 101 Pleasant View Avenue
8. Bryant Coffee, Inc. d/b/a “Dunkin Donuts”, 1150 Douglas Pike
9. CC Smithfield, Inc. d/b/a “Coffee Connection”, 665 Douglas Pike, Unit A
10. CALM Enterprises, Inc. d/b/a “Del’s of Smithfield”, 115 Pleasant View Avenue
11. Card, Inc. d/b/a “Gigi’s Scoops”, 265 Putnam Pike
12. Cava Mezze Grill, LLC d/b/a “CAVA”, 473 Putnam Pike, Suite A2
13. Country Creamery, Inc. d/b/a “Country Creamery”, 3 Commerce Street
14. DE Foods, LLC d/b/a “Kentucky Fried Chicken/Taco Bell”, 421 Putnam Pike
15. DNL Food, Inc. d/b/a “Tin Tsin Restaurant”, 400K Putnam Pike
16. Daniel Dumican d/b/a “Daily Catch Seafood of Smithfield”, 9 Cedar Swamp Road
17. Darshan Gandhi d/b/a “Home 2 Suites”, 944 Douglas Pike
18. Dave’s Fruitland, Inc. d/b/a “Dave’s Marketplace of Smithfield”, 4 Cedar Swamp Road

19. Dave's Marketplace of Smithfield, Inc. d/b/a "Dave's Marketplace", 371 Putnam Pike, Suite 590
20. Excel Feeders, LLC d/b/a "Subway", 445 Putnam Pike
21. Excel Holdings 17, LLC d/b/a "Hampton Inn and Suites Providence/Smithfield", 945 Douglas Pike
22. Fresh Pita, LLC d/b/a "Fresh Pita", 777 Putnam Pike
23. Global Montello Group Corp. d/b/a "Alltown Smithfield", 471 Putnam Pike
24. Howley Bread Group, LTD d/b/a "Panera Bakery Café", 473 Putnam Pike
25. JM of Smithfield, LLC d/b/a "Jersey Mike's Subs", 473 Putnam Pike
26. J & M Way Enterprises, Inc. d/b/a "Island Fin Poke Company", 445 Putnam Pike
27. KelCarQ, LLC d/b/a "KelCarQ BBQ", 375 Putnam Pike, Suite 25
28. LNP Enterprises, Inc. d/b/a "Domino's Pizza", 9 Cedar Swamp Road Suite 2
29. Melissa Carbone d/b/a "Bree's Deli", 115 Pleasant View Avenue #1
30. New England Authentic Eats, LLC d/b/a "D'Angelo Sandwich Shop", 375 Putnam Pike
31. New England Authentic Eats d/b/a "Papa Gino's", 400 Putnam Pike
32. Newport Creamery, LLC #12, d/b/a "Newport Creamery #12", 568 Putnam Pike
33. Pat & Mike's Bagels, LLC d/b/a "Café Such a Bagel", 445 Putnam Pike, Unit 8
34. Plant City X Bryant, LLC d/b/a "Plant City X Bryant", 1150 Douglas Pike
35. Popovo, LLC d/b/a "Athens Pizza House", 1 Austin Avenue
36. Powder Mill Creamery and Coffee Roasters, d/b/a "Powder Mill Creamery & Coffee Roasters", 777 Putnam Pike
37. Princes & Sons Pizza, Inc. d/b/a "Depetrillo's Pizza & Bakery", 105 Pleasant View Avenue
38. Quicket's, Inc. d/b/a "Quicket's", 285 George Washington Highway
39. Slice and Scoop, Inc. d/b/a "Slice and Scoop", 665 Douglas Pike, Unit B
40. Smithfield Senior Center, 1 William J. Hawkins, Jr. Trail
41. Speedway, LLC d/b/a "Speedway #02821", 263 Putnam Pike
42. St. Philip Church, 622 Putnam Pike
43. Starbucks Corporation d/b/a "Starbucks Coffee #17343", 400 Putnam Pike
44. The Stop & Shop Supermarket Co., LLC d/b/a "Stop & Shop Supermarket #705", 446 Putnam Pike

**Motion** is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council approve the annual renewal of forty-four (44) Victualling Only Licenses, as listed, as applied, subject to compliance with all state regulations and local ordinances. **Motion is approved by a unanimous 5/0 vote.**

- D. Consider, discuss, and act upon approving a new Victualling Only License for Addie & Colts Bagels, LLC d/b/a “Café Such a Bagel Too”, 285 George Washington Highway, as applied, subject to compliance with all State regulations and local ordinances.**

**Motion** is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council approve new Victualling Only License for Addie & Colts Bagels, LLC d/b/a “Café Such a Bagel Too”, 285 George Washington Highway, as applied, subject to compliance with all State regulations and local ordinances. **Motion is approved by a unanimous 5/0 vote.**

**X. Old Business:** None

**XI. New Business:**

- A. Consider, discuss, and act upon authorizing the Fire Department to purchase Ballistic Protective Equipment in an amount not to exceed forty-five thousand dollars and zero cents (\$45,000.00) to be funded from the Bryant University billing account.**

Town Manager Rossi requests that the council table this agenda item until the December 5, 2023 meeting to allow for the vendors to be sorted, and Chief Seltzer can bring the recommendation to the council for their consideration at that time.

**Motion** is made by Kilduff, seconded by Member Toppi, to table this item until the December 5, 2023 Town Council meeting. **Motion is approved by a unanimous 5/0 vote.**

- B. Consider, discuss, and act upon authorizing the Fire Department to purchase two (2) Hurst Jaws of Life tools from Firematic Supply Co., Inc. of Milford, MA, through the Massachusetts Master Pricing Agreement PSE01, in the amount of thirty thousand, five hundred dollars and zero cents (\$30,500.00).**

Town Manager Rossi explains the following: This item is on its timeline of replacement, and this purchase will “buy” us approximately fifteen (15) years because of the new technology. This will also be easier for the firemen to use.

**Motion** is made by Member Tassoni, seconded Member Kilduff, to authorization the Smithfield Fire Department to purchase tow Hurst Jaws of Life tools from Firematic Supply Co., Inc. of Milford, MA in the amount of \$30,500 as appropriated in the fire department’s capital budget. **Motion is approved by a unanimous 5/0 vote.**

- C. Consider, discuss, and act upon rescinding a request for proposals for the sale of the William Winsor Elementary School.**

Town Manager Rossi explains the following: Two (2) proposals were received, and after reviewing them, it was determined that there are specifications that need to be “cleaned up”. Removing the minimum bid and the requirements need to be made more flexible.

**Motion** is made by Member Tassoni, seconded by Member Toppi, that the Smithfield Town Council hereby rescind RFP #20230630 – Property Sale: William Winsor Elementary School, and the bids received from: RJB Properties, LLC, 640 George Washington Highway, Lincoln, RI 02865 and Gemini Housing Corp., 7 Church Street, Greenville, RI 02828. **Motion is approved by a unanimous 5/0 vote.**

**D. Consider, discuss, and act upon authorizing a request for proposals for the sale of the William Winsor Elementary School pending final approval by the Town Solicitor.**

Town Manager Rossi explains the following: The updated RFP has had its final review by the Town Solicitor, and the requirements were made more flexible to allow for more proposals to consider.

**Motion** is made by Member Tassoni, seconded by Member Kilduff, that the Smithfield Town Council hereby authorize the advertisement of the updated RFP for the sale of the William Winsor Elementary School property located at 562 Putnam Pike. **Motion is approved by a unanimous 5/0 vote.**

**E. Consider, discuss, and act upon authorizing a re-amortization of the Police and Fire Pension Funds as recommended by the Police and Fire Pension Committee.**

Town Manager Rossi explains the following: At the October 5, 2023, the Police and Fire Pension Committee reviewed and discussed the flexibility to recommend a fifteen (15) to nineteen (19) year amortization. After the review, it was realized that a return reduction with the fifteen (15) year amortization. The nineteen (19) year amortization recommendation would provide the most flexibility for a greater return.

Vice President Iannotti questions if these are the legacy funds. Town Manager Rossi these are legacy funds for the two (2) private pensions.

Vice President Iannotti also questions the reduction from 7.5% and its accuracy to reflect market conditions. Town Manager Rossi confirms this and explains that when the Town did that portion of updating the investment policy, this dramatically increases with what the liability will be.

Vice President Iannotti questions if this results in a similar payment of what is being paid now. Town Manager Rossi explains that the Town is looking to “ramp up” that payment as they negotiate with the fire department, and the police department would stay stagnant to where we are currently at. Town Manager Rossi further explains that the fire department is the one that will need to be considered in future years, however, he is working with the Auditor General to determine what the best approach to “ramping it up” to 100% of the determined contribution.

Vice President Iannotti states that he noticed a reduction in the amount last year to the police department. Town Manager Rossi explains that was due to the market fluctuation and showing a positive year, and that is the issue with the new measurement period which shows the actual rate of return in that year. Town Manager Rossi further explains that this affects the actual contribution

rate. Town Manager Rossi also explains the Town is trying to level that out to make it more standard.

**Motion** is made by Member Kilduff, seconded by Member Tassoni, that the Smithfield Town Council approve the re-amortization of the Police and Fire Pension Funds based on 19 years as recommended by the Police and Fire Pension Committees. **Motion is approved by a unanimous 5/0 vote.**

**XII. Public Comment:** None

**XIII. Adjournment.**

**Motion** is made by Member Tassoni, seconded by Member Kilduff, to adjourn the meeting. **Motion is approved by a unanimous 5/0 vote.**

Meeting adjourns at 7:15 p.m.

---

Town Clerk

**Recommended Motion:**

That the Smithfield Town Council hereby adopts amendments to the Code of Ordinances Chapter 118 entitled “Alcoholic Beverages”.

**AN ORDINANCE AMENDING SECTIONS 118-3 THROUGH 118-13 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED “ALCOHOLIC BEVERAGES”**

**IT IS HEREBY ORDAINED BY THE TOWN OF SMITHFIELD AS FOLLOWS:**

Section 1. Sections 118-3 through 118-13, of the Smithfield Municipal Code are hereby amended to read as follows:

**§ 118-3 New License Applications.**

A. All new business applications shall complete a Business Registration in the office of the Town Clerk or on the Town’s website as required by Section §236.11 of the Smithfield Code of Ordinances.

B. An application form must be obtained from the Office of the Town Clerk or on the Town’s website, fully completed, and returned to the Town Clerk with the payment for the annual license fee and all required documentation which shall include:

- 1) Background check
- 2) Retail Sales Permit (issued by the RI Division of Taxation)
- 3) Certificate of Good Standing (issued by the RI Division of Taxation)
- 4) Menu
- 5) A brief written description of the premises sufficient to identify the specific location, within the building and/or on the property grounds where alcohol is to be served. A site plan, drawn to an acceptable engineering scale and accurately presenting all required data.
- 6) An abutter’s list from the Smithfield Tax Assessor’s Office which will identify all property owners with 200 feet of any point of the premises where alcohol will be served (R.I.G.L. §3-5-17).
- 7) A Special Use Permit from the Smithfield Building Department (if applicable).

**C. Notice**

Notice of the application must be given by regular mail to all owners of property within 200 feet of the proposed business location. The notice shall be prepared and mailed by the Office of the Town Clerk, and the cost associated with said mailing shall be paid by the applicant. The notice must state that the abutting property owners have a right to address the proposed application and state the time and place of the public hearing.

**D. Advertising**

The Office of the Town Clerk will advertise the public hearing once a week for two (2) weeks in a newspaper of local circulation. The initial advertisement must appear fourteen (14) days or more before the scheduled hearing date.

**E. Basis for Denial or Approval**

The Town Council has the general discretionary authority to deny a license. The following criteria has been established by the Town Council in evaluating whether a license shall be approved or denied:

- 1) Compliance with State and local health and safety laws, codes, ordinances, rules, and

- regulations.
- 2) Compliance with State and local alcoholic beverage laws, codes, rules, and regulations.
  - 3) Premises is located within 200 feet of a school or place of public worship (R.I.G.L. §3-7-19).
  - 4) Impact on traffic.
  - 5) Parking.
  - 6) Impact on existing municipal services and requirements, if any, for new municipal services.
  - 7) Impact on Police Department.
  - 8) Failure of the applicant to comply with the requirements of State law, including, but not limited to:
    - i. Applicant must be a citizen and resident of Rhode Island, except that licenses may be issued to corporations incorporated in other states of the United States if they are authorized to transact business in Rhode Island (R.I.G.L. §3-5-10).
    - ii. Corporate applicants with 25 stockholders or less must provide a list of the names and addresses of all stockholders, officers, and members of the board of directors to the Town Council, and each person listed must be a suitable person to hold a license within the district of the Town Council (R.I.G.L. §3-5-10).
    - iii. Failure of a corporation to report the acquisition of a 10% interest and any change of officer or directors within thirty (30) days (R.I.G.L. §3-5-10).
    - iv. Applicant has a criminal record or repeated violations of the alcoholic beverage laws.

#### **§ 118-4 License Renewal Applications.**

- B. All licenses, except F and F-1 are issued for a period of no more than one year and shall be renewable on December 1 each year in accordance with these rules and regulations and State law.
- C. The license renewal applications shall be submitted by October 1 to allow time for processing. Failure to submit a timely license renewal application shall be grounds for denying renewal of the license.
- D. The full amount of the annual license fee must be submitted with the application. Failure of the Town Council to act on a license renewal application, timely submitted and fully completed and executed, shall cause the existing license to be extended until such time as the Town Council acts on the application.
- E. The holder of a license is entitled to have the license renewed, provided:
  - 1) The license renewal application is complete and timely submitted by October 1.
  - 2) The applicant satisfies all the criteria upon which the initial license was issued.
- F. The Town Council may refuse to renew any license for cause. A determination of cause shall include:
  - 1) One or more incidents of disorderly conduct within the licensed premises or outside of the licensed premises if the conduct can be shown to have its genesis within the premises.
  - 2) Failure to comply with State and local health and safety laws, codes, ordinances, rules, and regulations.
  - 3) Failure to comply with State and local alcoholic beverage laws, codes, rules, and regulations.
  - 4) Delinquency of applicant in payment of tangible taxes and application fees.
  - 5) Failure to furnish a Certificate of Good Standing issued by the Rhode Island Division of

Taxation.

G. Notice: Notice to abutting landowners not be required.

H. Advertising: The license renewal application shall be advertised in a newspaper of local circulation. The advertisement shall provide the date and time of the meeting at which the renewal application shall be considered.

§ 118-5 License restrictions.

A. The Town Council shall have the authority to impose restrictions upon a license, whether newly issued, renewed, transferred, or relocated, provided the restriction are designed to promote the reasonable control of alcoholic beverages.

B. The Town Council shall have broad discretionary authority to impose restrictions which are generally applied to all liquor licenses or all licenses within a class. Restrictions applicable to all licenses shall include but not limited to:

- 1) No loud noise, music, or other nuisance shall be permitted to annoy nearby residents, persons on adjoining properties, street, or sidewalks.
- 2) The applicant assumes all responsibility and liability which may result from the granting of the license. The applicant acknowledges that the Town of Smithfield assumes no responsibility by granting the license.

C. Any other conditions imposed by the Zoning Board of Review must be complied with by the licensee.

**§ 118-3-6 Prior payment of taxes required.**  
**[Amended 1-28-1981]**

Any applicant for, or license or holder of, an alcoholic beverage license within the Town must satisfy and pay any and all tax liabilities prior to the granting of a new alcoholic beverage license or the renewal of an existing alcoholic beverage license.

**§ 118-4-7 Definitions.**  
**[Amended 1-28-1981]**

As used in this article, the following terms shall have the meanings indicated:

**TAX LIABILITIES**

Includes but not be limited to, any and all real, personal or intangible tax, as well as sewer usage fee or sewer assessment.

**Article III**  
**Consumption**

**[Adopted as indicated in section histories (Secs. 3-4 through 3-6 of the 1985 Code of Ordinances)]**

**§ 118-5-8 Beach areas.**  
**[Amended 7-15-1963]**

No person shall possess or consume any alcoholic beverage on any of the beaches operated by the Town or public areas adjacent thereto.

§ 118-~~6-9~~ **Public property.**  
[Amended 10-23-1979; 1-14-1980; 5-5-1987]

No person, whether in or outside a motor vehicle, shall consume any alcoholic beverages on any public street, sidewalk or parking lot in Town, nor on any property owned by the Town of Smithfield.

§ 118-~~7-10~~ **Business property.**  
[Amended 10-23-1979; 1-14-1980; 5-5-1987]

It shall be unlawful for any person to consume alcoholic beverages in public view on private property on which a business is conducted, where the owner of such property has posted a prohibition against such consumption and where such notice has been filed with the Chief of Police.

## Article IV Alcohol Server Training

[Adopted 4-20-2004; amended in its entirety 5-5-2009]

§ 118-~~8-11~~ **Requirements; violations and penalties; disposition of fines.**

A. Every holder of a liquor license issued by the Town of Smithfield shall ensure that:

- (1) All persons who sell or serve alcoholic beverages, anyone serving in a supervisory capacity over those who sell or serve alcoholic beverages, anyone whose job description entails the checking of identification for the purchase of alcoholic beverages and valet parking staff shall receive alcohol server training as set forth herein.
- (2) Any eligible employee of a licensee shall be required to complete certified alcohol server training as defined herein within 60 days of the commencement of his or her employment and must attain a minimum score of 75%.
- (3) Licensees shall require employees described in Subsection **A(1)** hereof to be recertified every three years.
- (4) As a condition of license renewal, and as part of the license renewal application, each licensee must submit to the Town Clerk information verifying that all persons described in Subsection **A(1)** hereof and employed by the licensee for more than 60 days in the past year have completed a certified alcohol server training program as defined herein within the last three years.
- (5) All persons who have completed certified alcohol server training as required herein must have their valid server permits on the premises when engaged in the sale or service of alcoholic beverages.
- (6) Individuals who have been issued a server permit in another jurisdiction by an approved Rhode Island alcohol server training program shall be determined to be in compliance with this article, subject to the three-year limitation contained herein.
- (7) Only alcohol server training programs that meet the criteria determined by the Department of Mental Health, Retardation and Hospitals may be eligible for certification by the Department of

Business Regulation. The Smithfield Substance Abuse Prevention Coalition shall maintain a list of certified alcohol training programs which meet said criteria.

- B. Any liquor licensee who violates or fails to comply with any provision of this § ~~118-8~~11 shall be subject to the following sanctions:
  - (1) An initial written warning for a first violation or noncompliance within a three-year period;
  - (2) A written warning for a second violation or noncompliance within a three-year period;
  - (3) A fine not to exceed \$250 for a third violation or noncompliance within a three-year period; and
  - (4) License suspension for a fourth and subsequent violation in a three-year period.
- C. Any server who violates or fails to comply with any provision of this article relating to servers of alcoholic beverages shall be subject to the following sanctions:
  - (1) An initial written warning for a first violation or noncompliance within a three-year period;
  - (2) A written warning for a second violation or noncompliance within a three-year period;
  - (3) The loss of server training certification for a third violation or noncompliance in a three-year period.
- D. Failure to have a valid server permit on the person of an individual required to be certified hereunder shall not constitute a violation, provided proof of a valid permit is provided within 10 days of the request therefor.
- E. All fines collected by the Town hereunder shall be paid over to the Smithfield Substance Abuse Prevention Coalition.

**Article V  
License Fees**

§ ~~118-9~~12 **Liquor license fees.**

Annual liquor license fees shall be as follows:

<b>Class of License</b>	<b>Fee</b>
A	\$1,000
B (victualer)	\$600
BV (limited)	\$600
C	\$600
D	\$200

**Article VI**

## Penalty Provisions for All Liquor Violations

§ 118-~~10-13~~ Penalties~~Fines and revocation~~; show-cause hearing.

A. A. — Penalties for violations. In addition to any criminal penalties which may be imposed by a court of law, any holder of a liquor license issued by the Town of Smithfield who breaches any condition on which the license is issued, or who violates any rule, regulation, ordinance, or statute applicable thereto, with the exception of the alcohol server training requirements set forth in § 118-~~811~~, shall, for the first offense, be subject to a fine of up to \$500 and/or suspension or revocation of license; and for the second and any subsequent offense, be subject to a fine of up to \$1,000 and/or suspension or revocation of license. Each separate violation hereunder shall be considered a separate offense even if multiple violations occur on the same date or arise out of the same incident. In the event that there are no offenses within 36 successive months from the date of the last offense, then the next offense shall be treated as the first offense. All fines collected by the Town hereunder shall be paid over to the Smithfield Substance Abuse Prevention Coalition.

### B. Violations

- 1) The license holder has breached any condition imposed on the license.
- 2) The license holder has violated the provisions of State law concerning alcoholic beverages, including but not limited to the rules and regulations issued by the Liquor Control Administration.
- 3) The license holder has violated provisions of any applicable Town Ordinances.
- 4) The license holder has failed to submit their paperwork by October 1.
- 4)5) For purposes of this section, the licensee assumes responsibility for preventing its patrons from disturbing the surrounding neighborhood. Failure to do so shall be grounds for revocation or suspension of a license or imposition of a fine.

B.C. B. Minimum penalties. In no event shall a penalty imposed hereunder be less than:

- (1) For a first offense, a mandatory minimum fine of \$100.
- (2) For a second offense in a thirty-six-month period, a mandatory minimum fine of \$250.
- (3) For a third offense in a thirty-six-month period, a mandatory minimum penalty of a fine of \$350 and a three-day license suspension.

C.D. C. Imposition of penalty. Prior to imposing any penalty hereunder, the Town Council shall conduct a public show-cause hearing. The hearing notice shall be given to the licensee at least 10 days prior to the hearing. The notice shall include the date, time and place of the hearing, and shall state the nature of the charges against the licensee.

## Article VII (Reserved)

§ 118-~~11-14~~ (Reserved)

## Article VIII

## Victualling Licenses

§ 118-~~12-15~~ **Alcoholic beverages prohibited.**

Every holder of a victualling license issued by the Town of Smithfield shall ensure that no alcoholic beverages are consumed on the licensed premises unless the Town Council has issued a liquor license for the licensed premises which license is in full force and effect.

### Article IX

#### Location of Licensed Premises

[Adopted 11-1-2011 by Ord. No. 2011-09]

§ 118-~~13-16~~ **Prohibited location.**

No Class A, Class B, Class B-Limited, Class C, Class D, Class E, or Class J license issued pursuant to the provisions of R.I.G.L. Chapter 3-7 ("Retail Licenses") shall be granted to any applicant who proposes to use and/or operate under said license at a location which is within the same building and is within two hundred (200) feet of any portion of the premises of a child-care provider and/or child-placing agency

Section 3. These Ordinance Amendments shall take effect Thirty (30) days after their adoption by the Smithfield Town Council.

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Anthony M. Gallone, Jr.  
TOWN SOLICITOR

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
T. Michael Lawton  
TOWN COUNCIL PRESIDENT

\_\_\_\_\_  
Lyn M. Antonuccio  
TOWN CLERK

**Recommended Motion:**

That the Smithfield Town Council hereby adopts amendments to the Code of Ordinances Chapter 122 entitled “Amusements, Coin-Operated”.

**AN ORDINANCE AMENDING SECTIONS 122-10 AND 122-11 OF THE TOWN OF SMITHFIELD MUNICIPAL CODE ENTITLED “AMUSEMENTS, COIN-OPERATED”**

**IT IS HEREBY ORDAINED BY THE TOWN OF SMITHFIELD AS FOLLOWS:**

Section 1. Sections 122-10 and 122-11, of the Smithfield Municipal Code are hereby amended to read as follows:

**§ 122-10 Fees.**

The fee to be paid upon the granting of licenses issued under this chapter shall be \$200 ~~plus \$10 for each coin-operated amusement device on the premises~~, or such fee as is set by resolution of the Town Council.

**§ 122-11 License for business with one device.**

- A. No place of business or establishment in the Town shall place, maintain or locate a coin-operated amusement device on its premises without first having obtained a license from the Town, and no operator shall allow or permit the use of a coin-operated amusement device unless a license for such use shall have been obtained from the Town Clerk.
- B. Every person desiring to obtain a license as required by this section shall file a written application to the Town Clerk on forms approved by the Town Clerk, ~~together with an application fee of \$20 per machine payable to the Town Clerk, or such fee as is hereafter provided by resolution of the Town Council.~~ The applicant shall provide the following information: The applicant's name and post office address and the name and post office address of the business where the pinball machine is to be located. In case the applicant is a corporation, the application shall be made by the agent of the corporation who will have principal charge of the premises established. In case of a partnership, each active partner in such business shall join in the application for such license. Each application shall also contain a diagram, with dimensions of the premises in which the business will be located, showing the location of the coin-operated amusement device and each exit from the premises.
- C. Before any such license shall be issued:
- (1) Inspection of the premises shall be made by the Building Official; and
  - (2) The Building Official shall determine whether the applicant is placing the coin-operated amusement device in such a location so as not to constitute a nuisance or danger and so as to permit safe ingress to and egress from the premises.
- D. No coin-operated amusement device shall be moved from an approved location to another location on the premises, unless the operator shall have first obtained the written approval of the Building Official. If, in the discretion of the Building Official, it is necessary to inspect the proposed new location of the device to determine whether such new location constitutes a nuisance or danger, and to determine whether such new location permits safe ingress to and egress from the premises, the operator shall pay an inspection fee of \$20 per device, or such other fee as is hereafter provided by resolution of the Town Council, to the Town Clerk to defray the cost of such inspection.
- E. The Town Clerk, upon receiving such application, if presented in due form, and upon being advised by the Building Official that the premises conform to the requirements hereof, shall grant such license to the applicant for a term expiring on the 31st day of December of each year. All such

licenses shall be in such form as the Town Council may prescribe and shall contain the name, address, place of business and the date of expiration of said license, and shall be authenticated by the signature of the Town Clerk.

- F. The license shall be issued to a specific person, firm or corporation for a specific location.
- G. The provisions of this section, and each part thereof, are intended to apply only to places of business or establishments having one coin-operated amusement device and do not apply to arcades as that term is defined in this chapter.

Section 3. These Ordinance Amendments shall take effect Thirty (30) days after their adoption by the Smithfield Town Council.

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Anthony M. Gallone, Jr.  
TOWN SOLICITOR

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
T. Michael Lawton  
TOWN COUNCIL PRESIDENT

\_\_\_\_\_  
Lyn M. Antonuccio  
TOWN CLERK

**Recommended Motion:**

That the Smithfield Town Council hereby adopts amendments to the Code of Ordinances Chapter 268 entitled “Peddling and Soliciting”.

**AN ORDINANCE AMENDING SECTION 268-9 OF THE TOWN OF SMITHFIELD  
MUNICIPAL CODE ENTITLED “PEDDLING AND SOLICITING”**

**IT IS HEREBY ORDAINED BY THE TOWN OF SMITHFIELD AS FOLLOWS:**

Section 1. Section 268-9, of the Smithfield Municipal Code are hereby amended to read as follows:

**§ 268-9 Permit required to canvass or solicit; conditions; violations and penalties.**

- A. Required. To ensure the public health, safety, and welfare, no person shall canvass or solicit or call from house to house in the Town of Smithfield to sell or attempt to sell goods, merchandise, wares, or any personal property of any nature whatsoever, or take or attempt to take orders for services to be furnished or performed in the future, without first having received a written temporary or permanent permit therefor from the Town Clerk.
- B. Application; contents.
- (1) Any person desiring a permit to canvass or solicit in the Town shall file, on a form to be supplied by the Town Clerk, an application with the Town Clerk stating:
    - (a) Name of applicant;
    - (b) Permanent home address;
    - (c) Name and address of employer or firm represented;
    - (d) Place or places or residence of the applicant for the preceding three years.
    - (e) Date on which he/she desires to commence canvassing or soliciting;
    - (f) Nature of merchandise to be sold or offered for sale or the nature of the services to be furnished.
    - (g) Whether or not the applicant has ever been convicted of a crime, misdemeanor or violation of any ordinance and if so, when, where, and the nature of the offense;
    - (h) Names of other communities in Rhode Island in which applicant has worked as a solicitor or canvasser in the past two years;
    - (i) A copy of a recent photo identification. If no such identification is available, applicant must submit to the taking of a photo identification picture, for purposes of identification only, by the Town of Smithfield Chief of Police.
  - (2) Said application shall also be accompanied by a letter or other written statement from the individual, firm or corporation employing the applicant, certifying that the applicant is authorized to act as the employer's representative.
  - (3) No such application shall be filed more than three months prior to the time such canvassing or soliciting shall commence.

- C. Investigation; issuance of permit. Once an applicant has provided the necessary information to the Town Clerk, he/she will receive a temporary solicitation permit and is free to solicit in accordance with the laws of this section. The Town Clerk shall give a copy of the application to the Chief of Police who shall cause such investigation to be made of the information contained therein for the public good. He shall use any information available in other Rhode Island cities or towns, where the applicant has canvassed or solicited within two years last past. If the applicant is found to have solicited over the past two years without criminal incident and has confirmed authority to solicit for a legitimate cause, the Town Clerk will then issue a permanent solicitation permit for a period of two years. Upon expiration of the permanent solicitation permit, the applicant must reapply in accordance with Subsection **B** of this section.
- D. Time limitation. To prevent crime and ensure the peacefulness of the citizens of Smithfield's homes, no person shall engage in door-to-door solicitations before the hour of 9:00 a.m. ~~nor after~~ to no later than 7:00 p.m.
- E. Penalty. Any person, firm or corporation violating any provision of this section shall, upon conviction thereof, be fined in an amount not exceeding \$500 or be imprisoned for a period not exceeding 30 days, or be both fined and imprisoned. Each day said violation is permitted or is permitted to continue, shall constitute a separate offense and shall be subject to a penalty hereunder.

Section 3. These Ordinance Amendments shall take effect Thirty (30) days after their adoption by the Smithfield Town Council.

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Anthony M. Gallone, Jr.  
TOWN SOLICITOR

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
T. Michael Lawton  
TOWN COUNCIL PRESIDENT

\_\_\_\_\_  
Lyn M. Antonuccio  
TOWN CLERK



# Town of Smithfield

64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917

**PLANNING DEPARTMENT**

Telephone (401) 233-1017  
Fax (401) 233-1091

**DATE:** November 27, 2023  
**TO:** Honorable Town Council  
**FROM:** Michael Phillips, Town Planner  
**RE:** Proposed Zoning Ordinance Amendments

Attached are proposed amendments to the Zoning Ordinance proposed in response to Legislative changes that will be taking effect on January 1, 2024. You might recall that among the slate of changes to the enabling Acts, was an amendment that requires a zoning ordinance to provide for specific and objective criteria for the issuance of each category of special use permit. This change also had a clause that would penalize communities that did not have objective criteria for each category of special use, by converting those uses to uses that will be allowed “By-Right”.

We have been advised by technical assistance advisors that we should analyze our use regulations to determine which use categories do not have objective criteria and, as a stop gap measure, convert those uses to “Prohibited” uses for a period of time until objective criteria can be developed. Our Zoning Ordinance has objective criteria for most of the uses but there are a number of uses that we will need to converted to “Prohibited” uses to protect the Town. The uses in the Supplementary Use Regulations, Section 4.4, and Section 9.4.8, Table 3-EGO-Land Uses that are listed in the proposed amendment should be converted to “Prohibited” uses in the appropriate district.

In addition, we are also proposing to add objective criteria for other uses including: *G-22. Retail Sales, under 5,000 s.f. GFA, G-23. Retail Sales, 5,000-40,000 s.f. GFA and G-24. Shopping Centers, over 40,000 s.f. GFA.*

**Recommended Motion:** That the Smithfield Town Council schedules a Public Hearing on January 9, 2024 to consider adopting amendments to the Sections 4.3 Table of Uses, 4.4 Supplementary Use Regulations and Article 9, Section 9.4.8, Table 3-Ego-Land Uses.

**SECTION 1- AN ORDINANCE AMENDING SECTIONS 4.3 TABLE OF USES, 4.4 SUPPLEMENTARY USE REGULATIONS AND ARTICLE 9, SECTION 9.4.8, TABLE 3-EGO-LAND USES.**

**IT IS HEREBY ORDAINED BY THE TOWN OF SMITHFIELD AS FOLLOWS:**

**Summary:** Amendments generally include changing certain uses from the Special Use Permit (“S”) designation, to uses Prohibited (“N”) in the designated zoning districts in the Table of Uses and amendments that add review criteria for other land use categories listed in the Supplementary Use Regulations.

Section 1. Amend Section 4.3 Table of Uses is hereby amended by changing the district use designation of the following uses from Special Use Permit (“S”) to Prohibited (“N”) uses:

*A-9. Greenhouses or Nursery, Commercial; B-3. Boarders; B-9. Dwelling, Single Family Detached - Single family detached residence; B-10. Dwelling, Two Family - Two family residence; C-2. Office, Governmental, Business, Professional; C-3. Office Park - Office park, C-5. Office, Real Estate, Temporary; C-7 Health Management Organization (HMO); D-4. Cultural Activities, Libraries, Museums - Cultural activities, including libraries and museums; D-9. Municipal Building, Except Penal Facility; D-10. Municipal Fire, Police, or Rescue Station; D-11. Penal Facility or Prison - Penal facility, prison, detention center, training school, or correctional institution; D-12. School, Public and Private - Pre-school, Elementary through High School; D-13. Trade School, not utilizing heavy equipment; D-16. Waste Management Facility; E-4. Outdoor Movie Theater, Commercial Amusement Park or Racetrack; E-5. Public Park or Playground; E-6. Public Swimming Pool or Beach, E-7. Riding Academy or Stable, Commercial; I-2. Trade Establishment; I-3. Machine Shop (Metal Works); I-4. Personal Service Establishments; I-5. Tattoo Parlor; I-6. J-4. General Industrial – Manufacturing, and J-5. Heavy Industrial.*

Section 2. Article 9, Section 9.4.8, Table 3-EGO-Land Uses is hereby amended by changing the district use designation of the following uses from Special Use Permit (“S”) to Prohibited (“N”) in the Economic Growth Overlay (EGO) district:

*Dwelling, Two Family; Life Care Facility- >120 beds; Nursing Home - >120 beds; Hospital, Health Services Facility; Restaurant, Restaurant with Window Service, Restaurant with Entertainment/Alcohol ->7,500 sq.ft.; Hotel >100 rooms; Health & Fitness Center - >20,000 sq.ft.; Sports Facility (Indoor) - >50,000 sq.ft.; Sports Facility (Indoor) on parcels ≤ 30 Acres - 40,000 sq.ft.; Retail - >45,000 sq.ft.; Retail on parcels ≤ 30 Acres - > 40,000 sq.ft.; Supermarket - >50,000 sq.ft.; Supermarket on parcels ≤ 30 Acres - > 40,000 sq.ft.; Shopping Centers - >50,000 sq.ft.; Shopping Centers on parcels ≤ 30 Acres - > 40,000 sq.ft.; Colleges; Radio or Television Studio; Flex Space Building - >40,000 sq.ft.; Performing Arts Theater - >320 Seats; Cinema (Up to 3 screens)*

Section 3 – Amend Sections 4.4 Supplementary Use Regulations by adding the following language as criteria in the following use categories: G-22. Retail Sales, Under 5,000 s.f. GFA, G-23. Retail Sales, 5,000 to 40,000 s.f. GFA and G-24. Shopping Centers, over 40,000 s.f. GFA:

- A. Ingress and egress driveways shall be located at least one hundred fifty (150) linear feet from any corner when said property abuts an intersection of two (2) streets to provide adequate sight distance for both vehicles and pedestrians.
- B. Ingress and egress shall be arranged so that vehicles need not back on or across any sidewalk or street.
- C. All ingress and egress driveways shall cross a sidewalk only in such a manner that its width at the inner edge of the sidewalk is not greater than its width at the curb, excluding any curbed or tapered section known as a curb return.
- D. Any portion of a parking or loading area abutting a sidewalk at a point other than a permitted driveway shall be provided with wheel stops, bumper guards, bollards or other devices to prevent encroachment of parked, standing or moving vehicles upon any sidewalk area not contained within a permitted driveway.
- E. All curb cuts, widths, and other specifications shall comply with the standards established by the Smithfield Land Development and Subdivision Review Regulations.

**SECTIONS 4.3 TABLE OF USES**

Zoning Uses	ZONING DISTRICTS												
	R-200	R-80	R-Med	R-20	R-20M	MU	V	C	HC	LI	I	PC	PD
<b>A. AGRICULTURAL USES</b>													
9. Greenhouse or Nursery, commercial	<u>SN</u>	<u>SN</u>	N	N	N	N	N	N	<u>SN</u>	<u>SN</u>	N	N	N
<b>B. RESIDENTIAL USES</b>													
9. Dwelling, Single-Family detached	P	P	P	P	P	<u>SN</u>	<u>SN</u>	N	N	N	N	N	P
10. Dwelling, Two-Family	N	N	N	N	<u>SN</u>	N	<u>SN</u>	N	N	N	N	N	P
<b>C. OFFICE USES</b>													
2. Office, Government, Business, Professional	N	N	N	N	N	P	P	P	S	P	P	P	<u>SN</u>
3. Office Park	N	N	N	N	N	N	N	N	N	<u>SN</u>	<u>SN</u>	P	N
7. Health Management Organization (HMO)	N	N	N	N	N	N	N	N	N	P	P	<u>SN</u>	<u>SN</u>
<b>D. PUBLIC &amp; SEMI-PUBLIC USES</b>													
4. Cultural Activities, Libraries, Museums, Galleries	<u>SN</u>	<u>SN</u>	<u>SN</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	N	N	P	P
9. Municipal Building, except penal facility	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>
12. School, Public, or Private	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>
13. Trade School, not including vehicle repair	N	N	N	N	N	N	N	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	N
14. Trade School, utilizing heavy machinery	N	N	N	N	N	N	N	N	<u>NS</u>	N	S	N	N
<b>E. OUTDOOR RECREATION</b>													
6. Public Swimming Pool or Beach	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>NS</u>	N	N	N	N	N	N	N
7. Riding Academy or Stable, Commercial	<u>NS</u>	<u>NS</u>	N	N	N	N	N	N	N	N	N	N	N
<b>G. RETAIL BUSINESS &amp; SERVICE</b>													
7A. Bank - With or Without Drive-Thru	N	N	N	N	N	N	<u>NS</u>	<u>NS</u>	P	N	N	P	S
7B. Bank – Without Window Service	N	N	N	N	N	N	<u>NS</u>	<u>NS</u>	P	N	N	P	P
7C. Bank - With Window Service	N	N	N	N	N	N	<u>NS</u>	<u>NS</u>	P	N	N	P	<u>NS</u>
8. Boat, Farm, or Power Equipment Sales & Service	N	N	N	N	N	N	N	N	<u>NS</u>	<u>NS</u>	N	N	N
9. Catering Establishments	N	N	N	N	N	N	N	<u>NS</u>	<u>NS</u>	<u>NS</u>	N	<u>NS</u>	<u>NS</u>
15C. Conference Center	N	N	N	N	N	N	N	<u>NS</u>	<u>NS</u>	<u>NS</u>	<u>SN</u>	<u>NS</u>	<u>NS</u>





# Memorandum

**DATE:** November 29, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Annual Renewal of Intoxicating Beverage Licenses for the December 5<sup>th</sup> Town Council Meeting

---

## **BACKGROUND:**

Intoxicating Beverage Licenses are due for renewal. There are several more businesses that have submitted completed paperwork, but have not yet received their Certificate of Good Standing.

## **TOWN REVENUE:**

The cost to renew a Class A Retailer's Beverage License is \$1,000.00. The cost to renew a Class B-Victualler and Class BV-Limited License is \$600.00. The cost to renew the C-Bar License is \$600.00. The cost to renew a Class D Club License is \$200.00.

## **APPROVAL STATUS:**

All paperwork is complete for renewal by the Town Council.

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve the annual renewal of the following Intoxicating Beverage Licenses, as listed, as applied, subject to compliance with all State regulations, local ordinances, and a Certificate of Good Standing from the RI Division of Taxation.

### **CLASS B-VICTUALLER BEVERAGE LICENSES**

1. BKH, LLC d/b/a “Jack’s Pizza Pub”, 970 Douglas Pike, Building A, Unit 2 (approved for outdoor bar service)
2. Richard J. Conti d/b/a “Café Centro”, 566 Putnam Pike
3. RNL Enterprises, LLC d/b/a “Coach’s Pub”, 329 Waterman Avenue (approved for outdoor bar service)
4. TMG Trap North d/b/a “The Trap North Brew Pub & Grill”, 10 Smith Avenue (approved for outdoor bar service)



# Memorandum

**DATE:** November 29, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Annual renewal of Entertainment Licenses for the December 5<sup>th</sup> Town Council Meeting

---

## **BACKGROUND:**

Entertainment Licenses are due for renewal. The businesses listed below have filed their applications for renewal.

## **TOWN REVENUE:**

The cost to renew an Entertainment License is \$50.00

## **APPROVAL STATUS:**

All paperwork is complete for renewal by the Town Council

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve the renewal of two (2) Entertainment Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. RNL Enterprises, LLC d/b/a “Coach’s Pub”, 329 Waterman Avenue
2. TMG Trap North d/b/a “The Trap North Brew Pub & Grill”, 10 Smith Avenue



# Memorandum

**DATE:** November 29, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Annual renewal of Special Dance License for the December 5<sup>th</sup> Town Council Meeting

---

## **BACKGROUND:**

Special Dance Licenses are due for renewal. The businesses listed below has filed their applications for renewal.

## **TOWN REVENUE:**

The cost of a Special Dance License is \$1.00

## **SUPPORTING DOCUMENTS:**

All paperwork is complete for renewal for the Town Council

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve the annual renewal of two (2) Special Dance Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances:

1. RNL Enterprises, LLC d/b/a “Coach’s Pub”, 329 Waterman Avenue
2. TMG Trap North d/b/a “The Trap North Brew Pub & Grill”, 10 Smith Avenue



# Memorandum

**DATE:** November 29, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** Annual renewal of five (5) Victualling Only Licenses for the December 5<sup>th</sup> Town Council Meeting

---

## **BACKGROUND:**

Victualling Licenses are due for renewal the first week in December. The businesses listed below have filed their applications for renewal.

## **TOWN REVENUE:**

The cost to renew the Victualling Only License is \$50.00 per year.

## **APPROVAL STATUS:**

Applications are complete for approval by the Town Council.

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve the annual renewal of five (5) Victualling Only Licenses, as listed, as applied, subject to compliance with all State regulations and local ordinances.

1. Addie & Colts Bagels, LLC d/b/a “Café Such a Bagel Too”, 285 George Washington Highway
2. Smithfield Cookies, LLC d/b/a “Crumbl Cookies”, 371 Putnam Pike, Suite 915
3. Smithfield Foods, LLC d/b/a “Sonic Drive In”, 393 Putnam Pike

4. Smithfield Hospitality, LLC d/b/a “Holiday Inn Express & Suites”, 1010 Douglas Pike
5. The Level 10 Nutrition Club, LLC d/b/a “The Level Nutrition Club”, 10C Cedar Swamp Road



# Memorandum

**DATE:** November 29, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** New Victualling Only License for The Sandwich Shack, LLC d/b/a “The Sandwich Shack”, for the December 5<sup>th</sup> Town Council Meeting

---

## **BACKGROUND:**

The Sandwich Shack, LLC, d/b/a “The Sandwich Shack”, has applied for a new Victualling Only License, located at 9 Cedar Swamp Road, Unit 10 hours of operation to be as follows: Monday through Sunday, 6:00 a.m. to 2:00 a.m.

## **TOWN REVENUE:**

Fee for a Victualling Only License is \$50 per year

## **SUPPORTING DOCUMENTS:**

Copy of application  
Copy of BCI – No record  
Retail Sales Permit

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve a new Victualling Only License for The Sandwich Shack, LLC d/b/a “The Sandwich Shack”, 9 Cedar Swamp Road, Unit 10, as applied subject to compliance with all State regulations, local ordinances, final approval from the RI Department of Health, a Certificate of Occupancy, permit and plans approved by the Building/Zoning Department.

FEE: \$50.00

TOWN OF SMITHFIELD  
OFFICE OF THE TOWN CLERK  
LICENSE APPLICATION

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 9/28/23

Type of License: Victualling ONLY Check One:

New  Renewal  Amended

Name of Applicant: Tammy A. Miccoli

Date of Birth: 8/9/67

Resident Address: 3595 Post Rd Apt 12-105

Business Address: 9 Cedar Swamp Rd Unit 10

Operating Under Trade Name of: The Sandwich Shack LLC

Resident Telephone: 401-500-5881 Business Telephone: 401-500-5881

If incorporated, fill in necessary information: State: Title, Date of Birth, Partner's/Owner's (Other than person applying) (Pres., Vice Pres., Sec., Treas.)

Name: _____	Address: _____	Title: _____	DOB: _____
Name: _____	Address: _____	Title: _____	DOB: _____
Name: _____	Address: _____	Title: _____	DOB: _____

Describe operation of business: Sandwich Shop - Deli

Requested Hours of Operation: 10 Am - 9 pm 7 days a week

Signature of Applicant: Tammy A. Miccoli Title: Owner

Applies to business establishments only:

1 Tammy Miccoli 3595 Post Rd Apt 12-105 401-500-5881  
 Name: Gary Beaudoin Address: 3595 Post Rd Warwick RI Phone: 936-443-3674  
3 Name: Franco Miccoli Address: 26 Brett Ct Warwick RI Phone: 401-369-2667

For Official Use Only

Police Chief: X [Signature]  
 Building Official: X SIGNATURE NOT REQUIRED  
 RI Dept. of Health: X

Fire Chief: X Michael A. [Signature]  
 Owner of premises: X [Signature]

At a meeting of the Smithfield Town Council, held on

12/5/23

the above stated application was:

( ) Approved ( ) Denied

License #: 158 Date Issued: \_\_\_\_\_

**SMITHFIELD POLICE DEPARTMENT**  
 215 Pleasant View Avenue, Smithfield, RI 02917  
 (401-231-2500)

**NO Criminal  
Record**

**POLICE CLEARANCE REPORT FOR  
LICENSE APPLICATION**

DATE: 9/28/23

1. NAME OF CANDIDATE: (PRINT)

Miccoci      Tammy      Ann  
 LAST                      FIRST                      MIDDLE

MAIDEN NAME

Smith  
08/09/67

2. DATE OF BIRTH

3595 Post Rd Apt 12-105

4. CURRENT ADDRESS

Sandwich shop/Deli

6. TYPE OF BUSINESS

8. IS BUSINESS INCORPORATED

3. PLACE OF BIRTH

Newnburg, Germany  
The Sandwich Shack LLC

5. NAME OF BUSINESS

9 Cedar Swamp Rd Unit 10

7. BUSINESS ADDRESS

IF SO, LIST OFFICERS

9. BUSINESS PHONE

10. HOME PHONE

11. List below each address which you have maintained beginning with your current address:

From Mo./Yr.	To: Mo/Year	St. No. & Name	City & State
<u>1-23</u>	<u>current</u>	<u>3595 Post Rd Apt 12-105</u>	<u>Warwick, RI</u>
<u>5-22</u>	<u>1-23</u>	<u>26 Brett Ct</u>	<u>Warwick, RI</u>
<u>6-2019</u>	<u>5-2022</u>	<u>1004 Summer Park Blvd</u>	<u>Comae, Texas</u>

12. Have you ever been arrested or detained by any police agency?  YES  NO

If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention.

13. List below two (2) character references

1. Tammy Iannucci II      8601 Seven Mile Rd, Hope RI      401-578-8297  
 NAME                      ADDRESS                      PHONE
2. Jennifer Moreira      26 Brett Ct Warwick RI      (401) 744-2913  
 NAME                      ADDRESS                      PHONE

CANDIDATE'S SIGNATURE: Tammy Miccoci      Witness: \_\_\_\_\_



State of Rhode Island  
 Division of Taxation  
 One Capitol Hill  
 Providence, RI 02908-5800



Phone: (401) 574-8955  
 TTY Via 711  
 Fax: (401) 574-8914  
 Email: Tax.Excise@tax.ri.gov

THE SANDWICH SHACK LLC  
 3595 POST RD APT 12105  
 WARWICK, RI 02886-7012

State of Rhode Island  
 DIVISION OF TAXATION

RETAIL SALES PERMIT

Valid From: 07/01/2023 to 06/30/2024



ID: 2-5289-0984

ISSUED TO:

THE SANDWICH SHACK LLC  
 9 CEDAR SWAMP RD STE 10  
 SMITHFIELD, RI 02917-2417

This permit, which authorizes the holder to collect the sales/use tax, is not assignable and is valid only for the person in whose name it is issued and for the transaction of business at the place designated. When the holder of this permit ceases to conduct the business for which it is issued at the place named, the permit must be returned to the Tax Administrator for cancellation. **The ID number, which appears in the upper left-hand corner of this permit is your license number for this place of business. Do not use this number to file returns.** Every holder of a Retail Sales Permit issued pursuant to R.I. Gen. Laws § 44-19-1 shall keep complete and accurate records of every sales transaction. These records shall be made available for examination, inspection, and copying by agents of the Division of Taxation as required by R.I. Gen. Laws § 44-19-27 and 280-RICR-20-70-12. **The failure to maintain or produce required records can result in the estimated determination of sales tax liabilities based on the best available information, the imposition of penalties and interest, and the revocation of this permit.**

THIS PERMIT MUST AT ALL  
 TIMES BE PROMINENTLY  
 DISPLAYED AT THE LOCATION  
 FOR WHICH IT IS ISSUED.

NEENA S. SAVAGE  
 TAX ADMINISTRATOR

DATE ISSUED: 09/29/2023



# Memorandum

**DATE:** November 29, 2023

**TO:** Smithfield Town Council

**FROM:** Carol Banville – License Coordinator

**SUBJECT:** New Holiday Sales License for Five Below, Inc. d/b/a “Five Below #8032”, 371 Putnam Pike, Suite A440 for the December 5<sup>th</sup> Town Council Meeting

---

## **BACKGROUND:**

Five Below, Inc. d/b/a “Five Below #8032.”, has applied for a new Holiday Sales License for their business located at 371 Putnam Pike, Suite A440.

## **TOWN REVENUE:**

The cost of a new Holiday Sales License is \$50.00 per year.

## **SUPPORTING DOCUMENTS:**

Copy of License Application  
Copy of BCI – No Record  
Copy of Retail Sales Permit

## **RECOMMENDED MOTION:**

Move that the Smithfield Town Council approve a new Holiday Sales License for Five Below, Inc. d/b/a “Five Below #8032.”, 371 Putnam Pike, Suite A440, as applied, subject to compliance with all State regulations and local ordinances.

TOWN OF SMITHFIELD  
OFFICE OF THE TOWN CLERK  
LICENSE APPLICATION

FEE: \$50.00

PLEASE COMPLETE APPLICATION AND RETURN  
WITH FEE TO THE OFFICE OF THE TOWN CLERK BY:

PLEASE PRINT:

Note: Please fill in ALL the necessary information.

Date of Application: 8/11/23

Type of License: HOLIDAY SALES Check One: New (X) Renewal ( ) Transfer ( )

Name of Applicant: Five Below, Inc.

Resident Address:

Operating Under

Trade Name of: FIVE Below # 8032

Date of Birth: A440  
Business Address: 371 Putnam Pike Ste. Plat  
701 Market St. Suite 300 Philadelphia PA 19106 Lot  
Resident Business  
Telephone: 215-207-2589 Telephone

If incorporated, fill in necessary information: State: Title, Date of Birth, Partner's/Owner's (Other than person applying) (Pres., Vice Pres., Sec., Treas.)

Name: Five Below, Inc. Address: 701 Market St Suite 300 Philadelphia, PA 19106 Title: DOB  
Name: Ronald J Masciantonio Address: 701 Market St Suite 300 Philadelphia, PA 19106 Title: General Counsel DOB  
Name: Address: Title: DOB

Describe operation of business: a specialty discount retail merchandiser selling novelty items and kid/teen accessories.

Monday-Saturday 10AM-9:30PM and Sunday 10AM-6PM

Hours of Operation:

Signature of Applicant: [Signature] Title: Sr. Business Licensing Specialist

Applies to business establishments only:

In case of emergency/person to contact

Name: Business License Department Address: 701 Market St. Suite 300 Philadelphia, PA 19106 Phone: 215-207-2589

Name: Sandra Rodriguez Address: 371 Putnam Pike, Suite A-440, Smithfield, 02917 Phone: 401-849-4510

For Official Use Only

Police Chief: [Signature] Fire Chief: [Signature]  
Building Official: Only if permits are pulled Owner of premises:  
RI Dept. of Health: SIGNATURE NOT REQUIRED

SIGNATURE NOT REQUIRED

WS Smithfield Associates LLC c/o  
WS Asset Management, its property manager  
David Sturgeon its agent

At a meeting of the Smithfield Town Council, held on 12/5/23 the above stated application was:

( ) Approved ( ) Denied

License #: 134 Date Issued:

SMITHFIELD POLICE DEPARTMENT  
215 Pleasant View Avenue, Smithfield, RI 02917  
(401-231-2500)

NO Criminal Record

**POLICE CLEARANCE REPORT FOR LICENSE APPLICATION**

DATE: \_\_\_\_\_

1. NAME OF CANDIDATE: (PRINT)

Spohn \_\_\_\_\_ Heather \_\_\_\_\_ Leigh \_\_\_\_\_  
LAST FIRST MIDDLE  
Kline \_\_\_\_\_

MAIDEN NAME

6/17/1983 \_\_\_\_\_ Columbus, OH \_\_\_\_\_  
2. DATE OF BIRTH 3. PLACE OF BIRTH

Powell, OH. \_\_\_\_\_ Five Below, Inc. \_\_\_\_\_

4. CURRENT ADDRESS 5. NAME OF BUSINESS

Discount retail store. \_\_\_\_\_ 371 Putnam Pike, Suite A-440 \_\_\_\_\_

6. TYPE OF BUSINESS 7. BUSINESS ADDRESS

yes \_\_\_\_\_

8. IS BUSINESS INCORPORATED IF SO, LIST OFFICERS

Ronald J Masciantonio - General Counsel

(401) 214-2950 \_\_\_\_\_ 215-546-7909 \_\_\_\_\_  
9. BUSINESS PHONE 10. HOME PHONE

11. List below each address which you have maintained beginning with your current address:

From Mo./Yr.	To: Mo./Year	St. No. & Name	City & State
July 2014	Present	2541 Zebec St	Powell OH
March 2007	July 2014	554 E Jeffrey Pl	Columbus OH

12. Have you ever been arrested or detained by any police agency? \_\_\_\_\_ X \_\_\_\_\_  
YES NO

If the answer to question 12 is yes, give details below. Include date, place and charge or reason for detention.  
\_\_\_\_\_  
\_\_\_\_\_

13. List below two (2) character references

- 1. Business License Department 701 Market St Suite 300 Philadelphia, PA 19106 215-207-2589  
NAME ADDRESS PHONE
- 2. Sandra Rodrigues 371 Putnam Pike, Suite A-440, Smithfield, 02917 401-849-4510  
NAME ADDRESS PHONE

CANDIDATE'S SIGNATURE: \_\_\_\_\_

DocuSigned by: *Kline*

DocuSigned by: Cassandra Lauria  
Witness: \_\_\_\_\_



State of Rhode Island  
 Division of Taxation  
 One Capitol Hill  
 Providence, RI 02908-5800



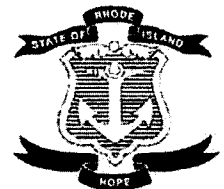
Phone: (401) 574-8955  
 TTY Via 711  
 Fax: (401) 574-8914  
 Email: Tax.Excise@tax.ri.gov

FIVE BELOW INC FIVE BELOW #8032  
 701 MARKET ST STE 300  
 PHILADELPHIA, PA 19106-1538

State of Rhode Island  
 DIVISION OF TAXATION

RETAIL SALES PERMIT

Valid From: 07/01/2023 to 06/30/2024



ID: 2-2392-2515

ISSUED TO:

FIVE BELOW INC FIVE BELOW #8032  
 371 PUTNAM PIKE STE A440  
 SMITHFIELD, RI 02917-2440

This permit, which authorizes the holder to collect the sales/use tax, is not assignable and is valid only for the person in whose name it is issued and for the transaction of business at the place designated. When the holder of this permit ceases to conduct the business for which it is issued at the place named, the permit must be returned to the Tax Administrator for cancellation. **The ID number, which appears in the upper left-hand corner of this permit is your license number for this place of business. Do not use this number to file returns.** Every holder of a Retail Sales Permit issued pursuant to R.I. Gen. Laws § 44-19-1 shall keep complete and accurate records of every sales transaction. These records shall be made available for examination, inspection, and copying by agents of the Division of Taxation as required by R.I. Gen. Laws § 44-19-27 and 280-RICR-20-70-12. **The failure to maintain or produce required records can result in the estimated determination of sales tax liabilities based on the best available information, the imposition of penalties and interest, and the revocation of this permit.**

THIS PERMIT MUST AT ALL  
 TIMES BE PROMINENTLY  
 DISPLAYED AT THE LOCATION  
 FOR WHICH IT IS ISSUED.

NEENA S. SAVAGE  
 TAX ADMINISTRATOR



DATE ISSUED: 10/05/2023

**Recommended Motion:**

That the Smithfield Town Council hereby tables authorizing a request for waiver of water main extension to the January 23, 2024 meeting.




# SMITHFIELD WATER SUPPLY BOARD

64 FARNUM PIKE, SMITHFIELD, RI 02917

PH: 401-233-1034

FX: 401-233-1075

To: Smithfield Water Supply Board  
Through: Randy R. Rossi, Town Manager  
From: Gene Allen, Water Commissioner   
Date: October 3, 2023  
Re: Request for Waiver – Chapter 350 Waterline Extensions

## **Background:**

A request for waiver from Chapter 350, Waterline Extensions, has been received from InSite Engineering Services, LLC on behalf of the owner of Plat 42, Lot 011A on Whipple Road. The lot is located approximately 100 feet east of the intersection of Douglas Pike and has approximately 950 feet of frontage. The proponent would be required to extend the water main across the frontage of his property and provide fire hydrants every 500 feet.

## Chapter 350:

*Chapter 350-1-A. Any person or legal entity developing a subdivision or land development project within the jurisdiction of the Smithfield Water Supply Board (the Board), where water service is available within 2,500 feet of an existing Smithfield Water Supply Board line, shall, at the developer's expense, install lines and service stubs in such plat or land development and shall connect the same with the existing water system, pursuant to Town-approved plans, which must comply with all applicable Smithfield ordinances and Smithfield Water Supply Board Rates, Rules and Regulations in effect at that time.*

*Chapter 350-1-C. "If said owner and developer can prove that said waterline extension is impractical, or would render the project financially infeasible, the Smithfield Water Supply Board may waive or modify the extension requirement upon such terms and conditions, as it deems to be in the best interests of the public health, safety and welfare".*

The Fire Department indicated at the Technical Review Committee meeting held on June 1, 2023 that hydrants are required by the RIFC for this project and not demonstrated on the proposed plan.

The proponent has received Master Plan approval from the Planning Board, contingent on receiving a waiver from the Smithfield Water Supply Board from Chapter 350, Waterline Extensions. The minutes of the June 15, 2023 Planning Board meeting are attached.



# SMITHFIELD WATER SUPPLY BOARD

64 FARNUM PIKE SMITHFIELD, RI 02917

PH: 401-233-1034

FX: 401-233-1075

The proponent has provided a letter, dated August 23, 2023, attached, detailing the approximate cost of the water main extension of 1,100 feet would be \$482,000. The developer is proposing four new lots so the cost per lot would be approximately \$120,000. The developer is claiming the cost of the water main extension makes their project unfeasible.

## **Financial Impact:**

Although Chapter 350 allows for a waiver to be granted based on impracticability or financial infeasibility, it fails to provide standards against which this might be measured.

Chapter 350 appears to promote and encourage the installation of new water mains for new developments within 2,500 feet from an existing water main. This development is approximately 100 feet from the 12 inch diameter water main on Douglas Pike.

## **Recommendation:**

The Smithfield Water Supply Board Advisory Commission reviewed this request at their September 11, 2023 meeting and voted unanimously to forward a recommendation to the Water Supply Board to deny the request for waiver.



August 23, 2023

Gene Allen, Director / Water Commissioner  
Department of Public Works  
Town of Smithfield, RI  
3 Spragueville Road, Smithfield, RI 02917

Subject: Whipple Farm Subdivision  
Whipple Road  
Water Main Extension Waiver

Dear Mr. Allen:

On behalf of our client, Michael and Monique Sabatino, we provide to you this letter requesting a waiver to the requirements of Town of Smithfield General Laws Section 350-1: Extension of Water Service.

The existing property is located on Whipple Road within Smithfield Assessor Map 42 Lot 11A. The site contains 13.2 acres of land and is located just east of the intersection of Douglas Pike (Rte. 7). The client recently received Master Plan approval for a new 4-lot subdivision and will be seeking Preliminary approval on August 30, 2023.

As part of the rules and regulations it is stated that the town ordinance Section 350-1: Extension of Water Main - requires a main extension for any new subdivision within 2500' of an existing line. An existing water is located within Douglas Pike.

While the property is located within 100' from the intersection with Douglas Pike the entire frontage of the property is approximately 1000'. The town would require the extension of the 8" main to terminate at the end of property or approximately 1100'.

InSite has prepared a cost estimate to install the 8" water extension. The estimate includes mobilization, materials, repair, traffic control, inspections, and fees. These fees were generated using the RIDOT WAUP values and known and estimated fees associated with the town review, tie-in fees and inspections. (See Attached) The estimated cost calculated to \$482,00 or approximately \$120,000 per lot.

Whipple Farm Subdivision  
Waiver Request  
8/23/23

Under Section 350-1.C it is stated

*“If said owner and developer can prove that said waterline extension is impracticable or would render the project financially infeasible, the Smithfield Water Supply Board may waive or modify the extension requirement upon such terms and conditions as it deems to be in the best interests of public health, safety and welfare.”*

The \$120,000 per lot cost would make this project unfeasible. Therefore, it is requested to consider in lieu the installation of 10,000-gallon cistern. This cistern would be located between lots three and four. This request would be similar to the cistern installed for the “Whipple Glen” 5-lot subdivision to the east. The cistern would cost approximately \$75000 or \$18,750 per lot.

We kindly request your review of this matter. My client would also seek to be added to the regular town council meeting agenda in order to discuss this request. If there are any questions will be happy to discuss them with the Board.

Sincerely,  
InSite Engineering Services, LLC



Paul D. Carlson, PE  
Vice President

WHIPPLE FARM SUBDIVISION WATER MAIN EXTENSION ESTIMATE

WATERLINE REQUIREMENTS: 1100 ft x 4' wide x 5' deep

dist	Description	UM	WAUP Awarded	AMOUNT	Cost
201.0407	REMOVE AND DISPOSE PAVEMENT AND RIGID BASE	SY	\$25.00		\$12,250.00
202.0100	EARTH EXCAVATION	CY	\$23.49		\$17,617.50
203.0650	SAND FILL UNDER STRUCTURES	CY	\$25.00		\$6,500.00
206.0312	COMPOST FILTER SOCK 12 INCH DIAMETER	LF	\$5.97	1000	\$5,970.00
212.2100	MAINTENANCE AND CLEANING OF EROSION AND POLLUTION CONTROLS	LS	\$4,825.25	1	\$4,825.25
302.0100	GRAVEL BORROW SUBBASE COURSE	CY	\$29.89	820	\$24,509.80
401.3003	CLASS 9.5 HMA FOR PATCHING	TON	\$300.00	110	\$33,000.00
403.0300	ASPHALT EMULSION TACK COAT	SY	\$43	490	\$210.70
701.5206	8 INCH DUCTILE IRON WATER PIPE CLASS 52, RESTRAINED JOINT	LF	\$275.00	1100	\$302,500.00
712.0100	WATER GATE BOX	EACH	\$500.00	4	\$2,000.00
714.8163	POST TYPE HYDRANT	EACH	\$7,500.00	1	\$7,500.00
914.5010	FLAGPERSONS	MHRS	\$68.11	60	\$4,086.60
922.0100	TEMPORARY CONSTRUCTION SIGNS STANDARD 29.1.0 AND 27.1.1	SF	\$16.36	200	\$3,272.00
923.0105	DRUM BARRICADE STANDARD 26.2.0	BDAY	\$74	150	\$111.00
931.0110	CLEANING AND SWEEPING PAVEMENT	HSY	\$5.18		\$0.00
932.0100	CUTTING AND MATCHING ASPHALT	LF	\$1.78	3000	\$5,340.00
932.0200	FULL-DEPTH SAWCUT OF BITUMINOUS PAVEMENT	LF	\$1.54	3000	\$4,620.00
936.0100	MOBILIZATION AND DEMOBILIZATION	LS	\$164,900.00	0.1	\$16,490.00
	TOWN INSPECTION FEES	EACH	\$4,500.00	1	\$4,500.00
	TOWN INSPECTION FEES	DAY	\$1,000.00	8	\$8,000.00
	TOWN CONNECTION FEE - 8"	EACH	\$9,500.00	1	\$9,500.00
	1" SERVICE CONNECTION AND WATER STOP	EACH	\$2,500.00	4	\$9,500.00
	TOTAL ESTIMATED FEE				\$482,302.85

## **Chapter 350**

### **WATERLINE EXTENSIONS**

#### **GENERAL REFERENCES**

**Building construction — See Ch. 154.**

**Subdivision of land — See Ch. 316.**

**Sewers — See Ch. 294.**

## ARTICLE I

**Construction of Waterlines and Other Water Capital Equipment by Private Developers****§ 350-1. Extension of water service.**

- A. Any person or legal entity developing a subdivision or land development project within the jurisdiction of the Smithfield Water Supply Board (the Board), where water service is available within 2,500 feet of an existing Smithfield Water Supply Board line, shall at the developer's expense install lines and service stubs in such plat or land development and shall connect the same with the existing water system pursuant to Town-approved plans which must comply with all applicable Smithfield ordinances and Smithfield Water Supply Board rates, rules and regulations in effect at that time.
- B. The entire cost of the installation of all waterlines and laterals to serve any such subdivision or land development project and any lot thereof shall be paid by the developer, including the cost of engineering review services incurred during the permit review process by the Smithfield Water Supply Board's personnel and/or its consulting engineers. Said entire cost shall include, but not be limited to, the cost of full engineering services, both preliminary and inspection during the actual installation of such waterline project, and the cost of all materials, services, labor, inspection and supplies for constructing and laying out waterlines and connecting the same with the Smithfield Water Supply Board waterline system. The owner and developer shall indemnify the Town from any loss or damage that may directly or indirectly be occasioned by the installation of said waterlines and laterals.
- C. If said owner and developer can prove that said waterline extension is impracticable or would render the project financially infeasible, the Smithfield Water Supply Board may waive or modify the extension requirement upon such terms and conditions as it deems to be in the best interests of public health, safety and welfare.

**§ 350-2. Required submissions.**

- A. Said developer shall furnish an original site location plan and two clear prints showing the following:
- (1) Site location plan(s) with proposed waterline horizontal and vertical alignment at one inch: 40 feet horizontal and one inch: Four feet vertical;
  - (2) Limits of area measured in acres which could be served by extending the proposed waterline; and
  - (3) Area in acres of the proposed and future development within the developer's site.
- B. The size of each drawing shall be 36 inches wide by 24 inches high to the trim lines. The horizontal plan scale shall be no greater than one inch equals 40 feet and the profile scale shall be horizontal one inch equals 40 feet and vertical one inch equals four feet.
- (1) The title block is to be placed in the lower right-hand corner of each drawing

and shall include: town name, development name, drawing title, name of developer, name of designer, date, scale, sheet number and designer's current Rhode Island Registered P.E. stamp.

- (2) Each drawing is to be stamped and signed by a currently registered Rhode Island professional engineer and shall be drawn specifically for the proposed water facilities. Drawings prepared for subdivision approval submission and the like are not acceptable.
  - (3) Plan review stages for approval are: conceptual plan, hydraulic model, piping and layout.
- C. The required drawings shall conform to the following design requirements:
- (1) Plan. The 40 scale plan(s) shall clearly show all existing and proposed physical data within 50 feet of the project, including but not limited to structures; street lines; easement and lot layout; plat and lot numbers; types of paving; utilities; wetlands; any other pertinent topographical features; North arrow; notes, etc.
  - (2) Profile. The profile shall show the existing underground utility infrastructure size(s), station, depth of cover, shutoffs (valves), laterals, hydrants, thrust blocks, etc., all utilities crossing the waterline, existing and finished grades and other notes.
  - (3) Sewer/water separation. Where existing conditions do not permit the minimum clearance of water mains both horizontally and vertically, separation of sewers and water mains shall be in accordance with the Rhode Island Water Resources Board guidelines, or as otherwise approved by the Smithfield Water Supply Board.
  - (4) General. On private property, where a future street is not reasonably contemplated, the minimum depth of cover over all waterlines shall be five feet or below the local frost line, whichever is greater. Where existing conditions do not permit, lesser depth of covering using an alternative piping may be considered by the Smithfield Water Supply Board if proper insulation methods are demonstrated.
- D. The following notes shall appear on the drawings submitted for each water extension approval.
- (1) "The developer shall make application for and pay all fees for permitting and inspections required to construct this project."
  - (2) "Prior to receiving authorization to construct, all materials shall meet the standards and receive the written approval, based on manufacturer's drawings and other data, of the Smithfield Water Supply Board or its authorized representative."
  - (3) "Installation of the waterline facilities shall be in accordance with the Smithfield Water Supply Board rules, rates and regulations in existence at the time of the approval of the extension request, which may be amended from time to time, and any other applicable Town ordinances, regulations and policies."

- (4) "All water facilities shall meet testing and cleaning requirements prior to acceptance in accordance with all requirements of the Smithfield Water Supply Board."
  - (5) "Two sets of as-built drawings stamped by a currently registered Rhode Island Professional Engineer shall be filed with the Smithfield Water Supply Board as a condition for acceptance of the new water facilities."
  - (6) "No flow will be accepted until all the above steps are completed and a completion certificate is issued."
- E. Said developer shall file two copies of water flow hydraulic modeling calculations which shall be validated by the Town's Water Supply Board Inspector or consulting engineering firm. These calculations shall show the location and number of present and future units on no greater than 40 scale drawings. Water quantities shall be in gallons per minute for both average daily and maximum hourly flows. The calculations shall follow Rhode Island Water Works standards to determine flow calculations.

### **§ 350-3. Laterals.**

The developer shall install not only the waterline in the street but also all building water laterals with lateral shutoff valves from the water main to the property line along any route of extension or within the development. The developer shall cap all open ends of the waterline and provide exact lateral ties and elevations so that the capped ends will be readily available.

### **§ 350-4. Standard specifications and details.**

The installation of waterlines and laterals shall be in accordance with the Town of Smithfield Water Supply Board plan review and any adopted policies and procedures, copies of which may be obtained from the Water Supply Board. Specifications for all special structures and conditions shall be prepared by the developer for the Water Supply Board or its authorized representative's review and approval.

### **§ 350-5. Easements.**

Where site constraints may prevent installation of the waterline within the street, twenty-foot wide easements shall be required and deeded to the Town. The waterline shall favor one side of the easement to allow for equipment placement in the event of a repair. The easement shall extend beyond the waterline to a public highway. All easements must be readily passable by way of a constructed gravel road for maintenance vehicles and equipment and shall be gated, unless otherwise directed by the Board. No permanent structures shall be built on any easement. The form and location of all easements must be approved in advance of construction by the Smithfield Water Supply Board.

### **§ 350-6. As-built plans.**

Upon completion of construction and prior to acceptance of any water connection, the completed facilities shall be tested by the installer and witnessed and approved by the Smithfield Water Supply Board. All final information shall be corrected and/or added

to the original drawings and two complete sets of Mylar reproducible as-built drawings shall be furnished to the Smithfield Water Supply Board. The developer shall also deliver the as-built set of plans in an AutoCAD or ESRI GIS and Adobe electronic formats.

**§ 350-7. Installation.**

A road-opening permit from either the Smithfield Public Works Department or RI DOT will be required along with the payment of all applicable charges associated with this permit prior to any construction. All construction shall be in accordance with the approved plans and materials, standard specifications and details. Any work not meeting the approved standards shall be immediately removed and replaced at the full cost of the developer. Board approval for installation does not negate the developer's responsibility to obtain any and all other applicable local, state and federal approvals and permits.

**§ 350-8. Inspection.**

- A. Water main installation testing and chlorination shall be inspected by the Town's consultant and/or Smithfield Water Supply Board Inspector. Forty-eight hour advance notice shall be provided to the Smithfield Water Supply Board for inspection, and all fees shall be paid by the developer.
- B. The applicant for the building permit shall notify the Water Supply Board when the building water connection is ready for inspection and connection to the public waterline. A forty-eight hour notice is required for all inspections of the project and all fees shall be paid by the developer.
- C. No water facilities will be approved by the Smithfield Water Supply Board without final inspection and approval by the Town's inspector.

## ARTICLE II

**Town Construction of Waterline Extensions by Petition****§ 350-9. Petition procedure.**

- A. Town residents may petition the Smithfield Water Supply Board to install water service into an area within the jurisdiction of the Board that has been determined by the Town Engineer and Smithfield Water Supply Board Superintendent as appropriate for a waterline extension which will comply with minimum fire flow and pressure requirements. At least 67% of the property owners in the proposed area must sign a formal petition requesting the Town to install the water system and file the petition with the Board. After said petition has been filed, the Town will prepare an estimated cost analysis of said water project, including but not limited to the construction cost, engineering fees, inspection fees, interest rate and an estimated annual assessment based on the payback terms. If at least 67% of the property owners in the proposed area agree in writing to the terms of the estimated annual assessment, the Board shall conduct a public hearing on the petition and shall have the final authority to approve, deny, or modify the request.
- B. Construction of said waterline extension shall be in accordance with all of the Smithfield Water Supply Board rules and regulations, Town ordinances, as well as all applicable standard specifications and details regarding the installation of public waterlines in the Town of Smithfield.

ARTICLE III  
**Assessment Charges**

**§ 350-10. Petitioned extensions.**

- A. Whenever any waterline is constructed by the Town as a result of a petition filed by Town residents, the Board shall direct an assessment to be made upon all lots to which water is made available. Such assessments shall be set at a rate not exceeding actual costs incurred by the Town, including costs for bringing such waterline through intersections and across other public properties. The assessment will be prorated over a time period and shall accrue interest at a rate established by the Board. All such assessments shall be effective against such lots as of the time that the waterline is made available to such lots.
- B. Any special assessment arrangements or agreements existing prior to the effective date of this Waterline Extension Ordinance will be governed, reviewed and resolved by separate resolution of the Board.

**§ 350-11. Extensions by private parties.**

- A. Any private owner or developer other than the Town who extends a waterline within the jurisdiction of the Smithfield Water Supply Board shall be subject to the assessment charges established by said Water Supply Board, as the same may be amended from time to time.
- B. The aforesaid assessment charges must be paid in full prior to connection with the Smithfield Water Supply Board water system.

ARTICLE IV  
**Out-of-District Extensions**

**§ 350-12. Out-of-district extensions.**

Any request for an out-of-district extension into another water district may not be considered by the Board unless it is accompanied by a written denial of service from the water district where the requesting property or properties are located. Any such out-of-district extension may not be considered unless it is accompanied by an executed inter-municipal agreement in a form acceptable to the Board which includes remedies for nonpayment of any water charges assessed. No out-of-district extension may be constructed unless it is approved in advance by the Board.

# TOWN OF SMITHFIELD

## PLANNING BOARD

64 Farnum Pike, Smithfield, RI  
(401) 233-1017 – Fax: (401) 233-1091

### TECHNICAL REVIEW COMMITTEE MEETING

**Committee Members Present:**

Michael Phillips, Town Planner

Christopher McWhite, Building/Zoning Official

Christopher Gentile, Deputy Zoning Official

Kevin Cleary, Town Engineer

Don Burns, Conservation Commission

Gene Allen, Public Works Director

John O'Rourke, Fire Department

Paul Harrison, Land Trust

Robert Leach, Historic Preservation Commission

Michael Moan, Planning Board Member

**Date:** June 1, 2023

**Project Name:** Whipple Farm

**Applicant Name:** Michael & Monique Sabatino

**Plat:** 42      **Lot(s):** 11A

Classification		Type of Project		Review Stage	
<input type="checkbox"/>	Minor	<input checked="" type="checkbox"/>	Subdivision	<input type="checkbox"/>	Conceptual
<input checked="" type="checkbox"/>	Major	<input type="checkbox"/>	Land Development	<input checked="" type="checkbox"/>	Master
		<input type="checkbox"/>	Zoning Amendment	<input type="checkbox"/>	Preliminary
		<input type="checkbox"/>	Subject to Zoning	<input type="checkbox"/>	Final

**Project Description:** 0 Whipple Road – 4 Proposed Lots

**Technical Review Committee Comments:**

Hydrants are required by the RIFC for this project and not demonstrated on the proposed plan

2018 Edition NFPA 1 (RIFC)

Chapter 18 – FD Access and Water Supply

18.5 – Fire Hydrants

18.5.1 – Fire Hydrant Locations and Distribution

Fire Hydrants shall be provided in accordance with Section 18.5 for all new buildings ...

18.5.1.2 – Fire Hydrants shall not be required where modification or extension of the water distribution system is deemed impractical. (It is determined that extension is not impractical and is appropriate.)

18.5.2 – Detached One and Two Family Dwellings

Fire Hydrants shall be provided for detached one and two family dwellings in accordance with both of the following:

- (1) The maximum distance to a fire hydrant from the closest point on the building shall not exceed 600 ft.
- (2) The maximum distance between fire hydrants shall not exceed 800 ft. (Town of Smithfield max is 500 ft. distance between hydrants).



ROBERT W. SELTZER  
CHIEF OF DEPARTMENT

## SMITHFIELD FIRE DEPARTMENT

*"To Help People"*  
HEADQUARTERS, STATION NO. 1  
607 PUTNAM PIKE  
SMITHFIELD, RHODE ISLAND 02828  
www.smithfieldfire.com



TEL. (401) 949-1330  
FAX (401) 949-1192

To: Honorable Town Council

From: Chief Robert Seltzer

Date: September 27, 2023

Re: Review of Request for Waiver – Chapter 350 Waterline Extensions – Plat 42, Lot 011A on Whipple Road

Dear Town Council Members,

I have reviewed the request for waiver of Chapter 350, Waterline Extension as requested for the property located at Plat 42, Lot 011A on Whipple Road.

As indicated during technical review, the Smithfield Fire Department requires the installation of an appropriate water line to support the installation of fire hydrants to protect the proposed development at said address/location. The Technical Review Committee note indicating the need for the stated fire protection is included with this memorandum. Such fire protection is a requirement of the Rhode Island State Fire Code, specifically NFPA 1.

If the Town Council deems it appropriate to grant a waiver of the town ordinance Chapter 350, the Rhode Island State Fire Code is still in effect. The Rhode Island State Fire Code supersedes the town ordinance.

A request for appeal of the State Fire Code must go before the State of Rhode Island Fire Safety Code, Board of Appeal and Review. If such an appeal is made, it is called a request for a variance to the Rhode Island State Fire Code.

During the variance hearing, the Smithfield Fire Department Fire Marshal will represent the Town and will object to this particular variance request. The appellate may argue his/her case before the Board of Appeal. Both sides will be heard before the final decision is made by the Board. In most cases where the representing fire marshal does not agree with the appellate's request, the variance is denied.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert W. Seltzer".

Robert W. Seltzer  
Chief of Department

---

*"We will be the most effective and proactive emergency service and disaster mitigation organization to make Smithfield the safest community to live, work and play."*

# TOWN OF SMITHFIELD

## PLANNING BOARD

64 Farnum Pike, Smithfield, RI  
(401) 233-1017 – Fax: (401) 233-1091

### TECHNICAL REVIEW COMMITTEE MEETING

**Committee Members Present:**

- |  |   |
|--|---|
| <u>Michael Phillips, Town Planner</u>                | <u>Gene Allen, Public Works Director</u>              |
| <u>Christopher McWhite, Building/Zoning Official</u> | <u>John O'Rourke, Fire Department</u>                 |
| <u>Christopher Gentile, Deputy Zoning Official</u>   | <u>Paul Harrison, Land Trust</u>                      |
| <u>Kevin Cleary, Town Engineer</u>                   | <u>Robert Leach, Historic Preservation Commission</u> |
| <u>Don Burns, Conservation Commission</u>            | <u>Michael Moan, Planning Board Member</u>            |

**Date:** June 1, 2023

**Project Name:** Whipple Farm

**Applicant Name:** Michael & Monique Sabatino

**Plat:** 42      **Lot(s):** 11A

Classification	Type of Project	Review Stage
<input type="checkbox"/>	Minor	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Major	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	
	Subdivision	
	<input type="checkbox"/>	
	Land Development	
	<input type="checkbox"/>	
	Zoning Amendment	
	<input type="checkbox"/>	
	Subject to Zoning	
	<input type="checkbox"/>	<input type="checkbox"/>
		Conceptual
		<input checked="" type="checkbox"/>
		Master
		<input type="checkbox"/>
		Preliminary
		<input type="checkbox"/>
		Final

**Project Description:** 0 Whipple Road – 4 Proposed Lots

**Technical Review Committee Comments:**

Hydrants are required by the RIFC for this project and not demonstrated on the proposed plan

2018 Edition NFPA 1 (RIFC)  
Chapter 18 – FD Access and Water Supply  
18.5 – Fire Hydrants

18.5.1 – Fire Hydrant Locations and Distribution

Fire Hydrants shall be provided in accordance with Section 18.5 for all new buildings ...

18.5.1.2 – Fire Hydrants shall not be required where modification or extension of the water distribution system is deemed impractical. (It is determined that extension is not impractical and is appropriate.)

18.5.2 – Detached One and Two Family Dwellings

Fire Hydrants shall be provided for detached one and two family dwellings in accordance with both of the following:

- (1) The maximum distance to a fire hydrant from the closest point on the building shall not exceed 600 ft.
- (2) The maximum distance between fire hydrants shall not exceed 800 ft. (Town of Smithfield max is 500 ft. distance between hydrants).

# Town of Smithfield

## Planning Board

64 FARNUM PIKE

ESMOND, RHODE ISLAND 02917

### June 15, 2023 Virtual Meeting Minutes

**Members Present:** Al Gizzarelli, Charles Boyd, Richard Colavecchio, Al Nani, Michael Moan, James D'Ambra, and John Yoakum

**Members Absent:** Ken Orabona, Joseph Rotella

**Others Present:** Michael Phillips, *Town Planner*, Scott Levesque, *Assistant Town Solicitor*

Chairman Al Gizzarelli opened the June 15, 2023 meeting of the Smithfield Planning Board at 6:05 p.m.

#### **EMERGENCY EVACUATION AND HEALTH NOTIFICATION**

Chairman Al Gizzarelli read the Emergency Evacuation and Health Notification.

**MINUTES:** Discuss and approve the May 18, 2023 meeting minutes.

Al Nani made a motion, seconded by John Yoakum, to approve the Planning Board meeting minutes for May 18, 2023. The vote on the motion was all in favor and the motion carried.

#### **REGULAR AGENDA**

##### ***OLD BUSINESS***

#### **STILLWATER DISTRIBUTION - (ID#: 22-01) Public Hearing**

Major Land Development – Preliminary Plan Review

AP 45 / Lot 18 and AP 46 / Lots 71, 72, 73, 74 & 76

295 George Washington Highway

92 Acres (approx.) / HC & PC Zone

Applicant: Wharton Smithfield, LLC

Owners: Jake Development Co., LLC & Rollingwood Acres, Inc.

Engineer: DiPrete Engineering

- a. *The Board will first address the applicant's request for a waiver for submission items required pursuant to the subdivision regulations and associated checklist requirements, including a waiver of the physical alteration permit and freshwater wetland alterations permit.*

**If either waiver is denied, the matter will be referred back to the administrative officer to issue a certificate of incompleteness and the Board will not proceed with items b through f below. If both waivers are granted, the Board will proceed with items b. through f below.**

- b. *The Board will review and discuss the proposed submission with the project proponent.*
- c. *The Board will conduct a public hearing to receive input on the proposed project.*
- d. *The Board may approve the Preliminary Plan as submitted, approve with changes and/or conditions, deny the application or continue the meeting to a future date.*
- e. *The Board may authorize the Town Planner to prepare a written decision consistent with the Board's findings of fact and motion for signature by the Chair and subsequent recording.*
- f. *The Board may vote to have the Final Plan approval be handled administratively.*

Attorney Michael Kelly represented the owner stating the RIDEM permitting is just about complete and will go out to public notice shortly and the RIDOT permit is still in process but he is not aware of any issues. Atty. Kelly added that the site remediation is going well and RIDEM is testing the material onsite.

Eric Prive, Registered Professional Engineer with Diprete Engineering, stated that RIDEM freshwater wetlands permit is awaiting biologist review and the Water Supply Board and its consultant Pare Corp are in ongoing communications about supply but they have a letter from the Water Commissioner confirming adequate supply in the area. Mr. Prive stated that they met with the Sewer Authority and their consultant CDM Smith to ensure sewer capacity and the stormwater review process and have met with the Fire Marshal to ensure adequate flow for fire protection,

Michael Moan questioned whether the 6-inch sewer main and the separation of the fire flow and domestic water lines have been approved and Mr. Prive replied that is correct.

Michael Phillips referenced the right of way on George Washington Highway and questioned whether RIDOT has offered the applicant the option to buy it. Attorney Michael Kelly replied they are asking an exorbitant price and will get permission from RIDOT to landscape the area.

John Carter, Registered Landscape Architect, reviewed the Landscape Plan stating it meets with the Town's landscape ordinance for the Economic Growth Overlay district. Mr. Carter stated that he was asked to review height distance and building elevations from Route 7 and Route 116 and reviewed the plan he prepared a plan with the Board.

Richard Colavecchio questioned whether there is an area in the parking lot designated for snow removal and John Carter replied that the site plans show designated areas for snow removal.

Charles Boyd questioned whether there is a lighting plan and Attorney Michael Kelly replied they do not have a lighting plan but that all light will shine down onsite only and added that there are no abutting residents; just buildings. Mr. Boyd questioned whether the company will have a sign and Atty. Kelly replied that is dependent on the tenant but, if so, it will be in strict conformance with the sign ordinance.

Paul Bannon, Associate with Beta Group, stated he conducted a traffic impact study at the master plan stage which has been updated. Mr. Bannon stated that they shifted the driveway halfway between Thurber Boulevard and Route 116. Mr. Bannon stated the updated traffic study has been submitted to RIDOT and received a letter in March indicating they agreed in concept with this design plan. Mr. Bannon stated that they requested an updated traffic study to provide more recent data which has been submitted to RIDOT and the final design phase has been submitted with construction plans to RIDOT and expects a 2 to 3-month review period.

James D'Ambra stated his concern with attracting people to use a crosswalk when there are no sidewalks on either side of Route 7. Paul Bannon replied that it is common practice to put crosswalks in to provide for the potential of sidewalks in the future. Town Planner Michael Phillips noted that the Town Engineer asked RIDOT about including sidewalks in that area when they do the repaving of this roadway.

Michael Moan requested an update on shared access with Mr. Conti's property and Atty. Kelly replied that they had numerous communications with Mr. Conti's attorney, but unfortunately certain uses are not conducive to mix with trailer trucks and the Access Management Plan is really meant to connect similar uses. Atty. Kelly stated that Mr. Conti provided a list of uses and they could not agree to all of those uses. Atty. Kelly added that Mr. Conti does not want to contribute to the cost of the improvements but that they are still open to discussions. Mr. Moan stated that the peer review from Crossman Engineering recommended access points for future connection but he is now doubtful that this Board should stipulate if Mr. Conti will not provide any financial assistance. Attorney Kelly submitted a letter dated May 22, 2023 to Attorney John Bolton from Michael Kelly to be marked as Applicant's #1.

Paul Bannon stated RIDOT had a concern with the traffic counts and he conducted new counts in April of this year which were substantially lower than projected and eliminated RIDOT concerns with any potential backup. Mr. Bannon stated, in his professional opinion, that the design will be in conformance with RIDOT standards, policies, and design practices and the roadway improvements being proposed will help improve the safe circulation of vehicular and pedestrian traffic.

A letter dated June 15<sup>th</sup> letter to Michael Phillips from Michael Kelly in response to John Bolton was marked as Applicant's #2.

Charles Boyd questioned the Town Solicitor's opinion of the letters submitted as exhibits and Solicitor Scott Levesque replied that the application was deemed certified complete by the Town Planner and any additional concerns were made by John Bolton after that and, as such, does not feel there is any merit to them.

The public hearing was reopened at 7:15 p.m.

Ed DeMayo, 75 Whipple Road, stated that this sounds like it is a good plan but is concerned with trailer trucks coming up Route 116 and would like RIDOT to install a blinking yellow light to make it safer. Mr. DeMayo also requested providing enough landscaping coverage of the building so the guests at the hotel do not have to see it.

Anthony Capo, owner of Fiberglass Fabricators 964 Douglas Pike, questioned whether there is anywhere in the Town representative of the drainage condition from Smithfield Peat across Route 7 to his door? Mr. Capo stated he was told 30 days ago that there were plenty of other areas in Town where this is taking place. Al Gizzarelli suggested Mr. Capo go to see the Town Engineer. Mr. Capo stated he is also concerned with the amount of foot traffic from the nearby hotels and that 26 CFS is too much and the drain pipe needs to be made smaller. Attorney Michael Kelly replied that the applicant had nothing to do with the pipe that was installed by the State years ago. Atty. Kelly stated that Diprete Engineers have testified there will be a substantial reduction in flow as a result of this design.

There being no one further to comment on the application, the public hearing closed.

Attorney Kelly stated that they are requesting that the naming of the roadway be after Jackson Despres.

James D'Ambra made a motion, seconded by Michael Moan, to approve the Preliminary Plan incorporating the Town Planner's memo dated June 15, 2023 marked as Board's Exhibit A, the Findings of Fact marked as Board's Exhibit B, being subject to submittal of the RIDEM freshwater wetlands permit at Final Plan, the RIDOT Physical Alteration Permit at Final Plan, that the applicant make every effort for shared access at the signalized intersection with the abutter, Water Supply Board approval, Sewer Authority approval, Soil Erosion Committee approval and requesting the applicant come back before the Board for Final Plan review. The vote on the motion was all in favor and the motion carried.

***NEW BUSINESS***

**COMPASS SELF STORAGE – (ID#: 23-07) Informational Meeting**

Major Land Development – Master Plan Review  
AP 48 / Lot 4C – 400 George Washington Highway  
6.47 Acres (approx.) / HC Zone  
Applicant/Owner: Amsdell Storage Ventures 73, LLC  
Engineer: Millstone Engineering, P.C.

- a. *The Board will review and discuss the proposed submission with the project proponent.*
- b. *The Board will conduct a public informational hearing to receive input on the proposed project.*
- c. *The Board may schedule a site visit or waive the requirement.*
- d. *The Board may approve the Master Plan as submitted, approve with changes and/or conditions, deny the application or continue the meeting to a future date.*
- e. *The Board may make a recommendation to the Zoning Board of Review on the dimensional relief and special use permit required for the project.*
- f. *The Board may authorize the Town Planner to prepare a written decision consistent with the Board's findings of fact and motion for signature by the Chair and subsequent recording.*

Jeffrey Hanson, Registered Professional Engineer with Millstone Engineering, represented the applicant stating they are proposing to remove the existing office building and replace it with a 3 story, 55,000 square foot climate-controlled self-storage building in the Highway Commercial zone. Mr. Hanson stated the property was rezoned to Highway Commercial and storage facility is not a permitted use in the Highway Commercial zone but the use is grandfathered. Mr. Hanson stated if Master Plan approval is granted by this Board they would next go to the Zoning Board a special use permit and dimensional relief.

The public informational meeting was opened at 7:57 p.m. and there being no one present to speak to this application was promptly closed.

James D'Ambra made a motion, seconded by Michael Moan, to approve the Master Plan incorporating the Town Planner's memorandum dated June 7, 2023 marked as Board's Exhibit A, the Findings of Fact marked as Board's Exhibit B, and being subject to the special use permit and variances being granted by the Zoning Board. The vote on the motion was all in favor and the motion carried.

### **230-250 GEORGE WASHINGTON HIGHWAY - (ID#: 23-04) Informational Meeting**

Major Land Development – Master Plan Review  
AP 46 / Lots 67 & 411 – 230 & 250 George Washington Highway  
6.22 Acres (approx.) / PCD (EGOD) Zone  
Applicant/Owner: Ballettos Realty, LLC  
Engineer: DiPrete Engineering

- a. *The Board will first address the applicant's request for a waiver for submission items required at Master Plan stage pursuant to the Zoning Ordinance Section 9.4.6, E. Traffic Study and Mitigation Plan and F. Building Architectural Report/Plans.*

***If either waiver is denied, the matter will be referred back to the administrative officer to issue a certificate of incompleteness and the Board will not proceed with items b through f below. If both waivers are granted, the Board will proceed with items b through f below.***

- b. *The Board will review and discuss the proposed submission with the project proponent.*
- c. *The Board will conduct a public informational hearing to receive input on the proposed project.*
- d. *The Board may schedule a site visit or waive the requirement.*
- e. *The Board may approve the Master Plan as submitted, approve with changes and/or conditions, deny the application or continue the meeting to a future date.*
- f. *The Board may authorize the Town Planner to prepare a written decision consistent with the Board's findings of fact and motion for signature by the Chair and subsequent recording.*

Attorney Joseph Brennan represented the applicant and addressed the waiver being requested stating that they are proposing a tentative restaurant and retail on the property but have not yet identified a tenant. Attorney Brennan stated that it does not make sense to prepare a traffic study without knowing the type of uses on the site and would prefer to provide this at the next stage to provide a complete picture.

Brian P. Thalmann, Professional Engineer with Diprete Engineering, stated that they are trying to accommodate parking beneath the building which will be an apartment complex. Mr. Thalmann stated the applicant is trying to promote multiple uses in this Economic Growth Overlay corridor and the project needs to be first rate.

John Yoakum made a motion, seconded by Michael Moan, to approve the requested waivers. The vote on the motion was all in favor and the motion carried.

James D'Ambra questioned what is the calculation for the number of apartments? Brian Thalmann is replied if the residential units are on one parcel it would yield 21 units or if the units are on two parcels the yield would be reduced to 19 units.

The public informational meeting was opened at 8:15 p.m.

Ed DeMayo, 12 Whipple Road, questioned how much monthly income the apartments would yield and whether there will be school aged children? Brian Thalmann replied the apartments will be rental units but the amount is undetermined at this time.

There being no one else present to speak to this application, the public information meeting was closed.

Brian Thalmann stated that the Building Official is requesting EV charging stations and that they are looking into this.

James D'Ambra made a motion, seconded by to approve the Master Plan incorporating the Town Planner's memorandum dated June 8, 2023 marked as Board's Exhibit A, the Findings of Fact marked as Board's Exhibit B, being subject to a traffic study and mitigation plan at Preliminary and requesting that consideration be given to providing sidewalks. The vote on the motion was all in favor and the motion carried.

### **WHIPPLE FARM - (ID#: 23-08) Informational Meeting**

Major Subdivision – Master Plan Review  
AP 42 / Lot 11A – Whipple Road  
13.2 Acres (approx.) / 4 Lots / R-80 Zone  
Applicant/Owner: Michael & Monique Sabatino  
Engineer: InSite Engineering

- a. *The Board will first address the applicant's request for a waiver of the subdivision regulations Section V. Article E. Lots, (4) Lot Boundaries which prohibits interior lot angles greater than 200 degrees.*
- b. *The Board will review and discuss the proposed submission with the project proponent.*
- c. *The Board will conduct a public informational hearing to receive input on the proposed project.*
- d. *The Board may schedule a site visit or waive the requirement.*
- e. *The Board may approve the Master Plan as submitted, approve with changes and/or conditions, deny the application or continue the meeting to a future date.*
- f. *The Board may authorize the Town Planner to prepare a written decision consistent with the Board's findings of fact and motion for signature by the Chair and subsequent recording.*

Paul Carlson, Registered Professional Engineer with InSite Engineering, stated that the proposal is for a 4-lot subdivision on Whipple Road located in the R-80 zone. Mr. Carlson stated that wetland delineations have been submitted and approved by RIDEM and that the applicant is seeking a waiver to Section V, Article E, "Lots" because Lot 4 has points greater than 200 degrees.

The public informational meeting was opened at 8:30 p.m.

Frank O'Connell, 37 Lakeside Drive, suggested shifting the ISDS on the Lot 4 long flagpole lot and providing a shared driveway.

Planner Michael Phillips stated that the Fire Department is requesting connection to a waterline. Paul Carlson stated they will request a waiver for this requirement and they plan instead to install a cistern.

There being no one else present to speak to this application the public informational meeting was closed at 8:42 p.m.

James D'Ambra made a motion, seconded by Al Nani, to approve the Master Plan incorporating the Town Planner's memorandum dated June 7, 2023 marked as Board's Exhibit A, the Findings of Fact marked as Board's Exhibit B, granting the requested waiver on lot angle degree, being subject to wetland and physical alteration permits being submitted at Final Plan, with Final Plan approval being handled by the Administrative Officer, and receipt of a waiver from the Fire Department's requirement to connect to a water supply. The vote on the motion was all in favor and the motion carried.

**AUTORHIZATION of PY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION**

- a. *Discuss the application with planning staff.*
- b. *Vote to certify that the application is consistent with the Comprehensive Community Plan.*

Planner Michael Phillips reviewed the annual Program Year 2022 Community Development Block Grant application with the Board. Mr. Phillips stated that this year's application consists of Phase II of the East Smithfield Neighborhood Center and improvements at the group home located on West Greenville Home.

Michael Moan made a motion, seconded by to authorize the Program Year 2022 Community Development Block Grant application finding it to be consistent with the Comprehensive Community Plan. The vote on the motion was all in favor and the motion carried.

Michael Moan made a motion, seconded by James D'Ambra, to adjourn the meeting at 8:53 p.m. The vote on the motion was all in favor and the motion carried.

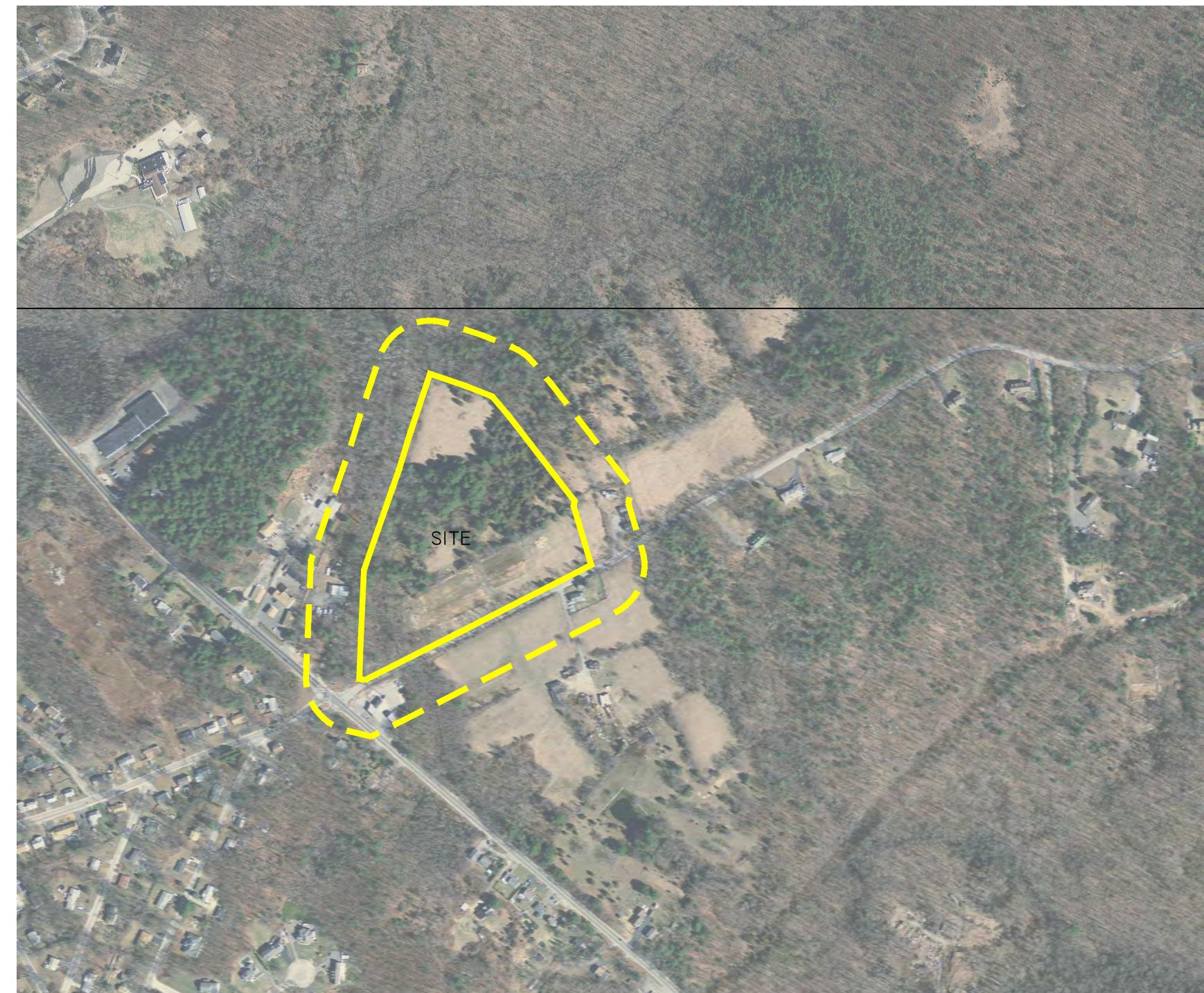
The next meeting is scheduled for **Thursday, July 20, 2023 at 6:00 p.m.**

Respectfully submitted,

Donna A. Corrao, Recording Secretary

# Master Plan Major Subdivision of "WHIPPLE FARM" in Smithfield, Rhode Island

Date: MAY 10, 2023



**LOCATION MAP**  
SCALE 1" = 500'

### INDEX OF DRAWINGS

SHEET NUMBER	DESCRIPTION
1	COVER & INDEX SHEET
2	EXISTING CONDITIONS PLAN
3	SUBDIVISION LAYOUT
4	EROSION & SEDIMENT CONTROL PLAN
5	DETAILS AND NOTES

### ZONING DISTRICT:

CONVENTIONAL ZONING  
"RESIDENTIAL R-80"  
MINIMUM FRONTAGE = 200'  
MINIMUM AREA = 80,000 S.F.  
MINIMUM SETBACKS -

FRONT	= 40'
SIDE	= 25'
REAR	= 75'

MAXIMUM LOT COVERAGE = 10%

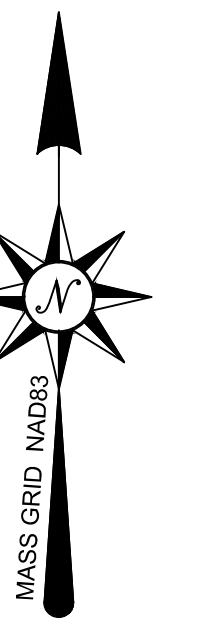
### VARIANCE:

SECTION IV, ARTICLE E. LOTS

- LOT BOUNDARIES SHALL HAVE NO INTERIOR ANGLES GREATER THAN 200 DEGREE, EXCEPT ON THOSE SIDES BORDERING A STREET, MULTIPLE ANGLES OR CURVES INCORPORATED TO CIRCUMVENT THIS REQUIREMENT SHALL NOT BE ALLOWED



**SITE MAP**  
SCALE 1" = 200'

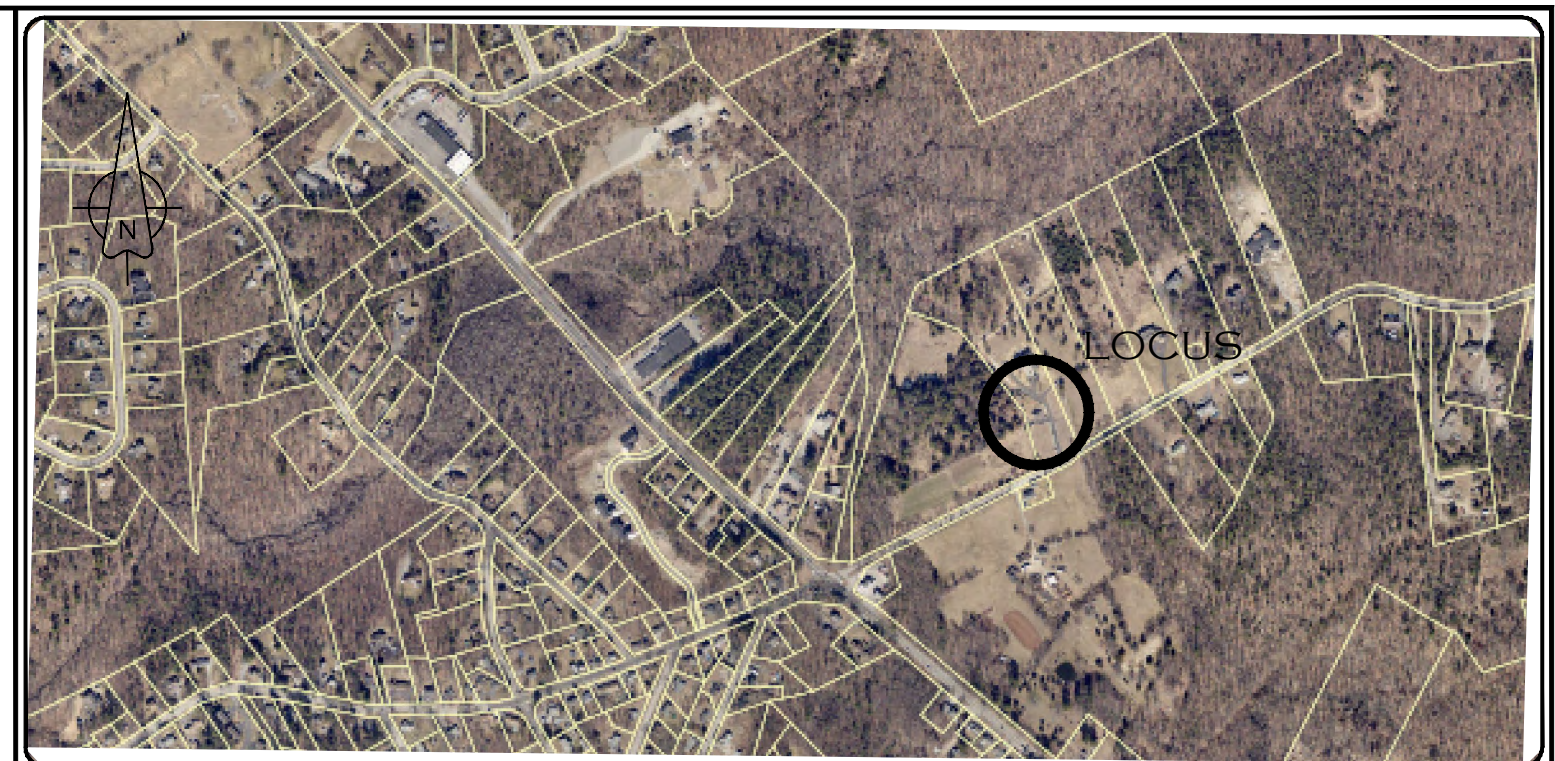
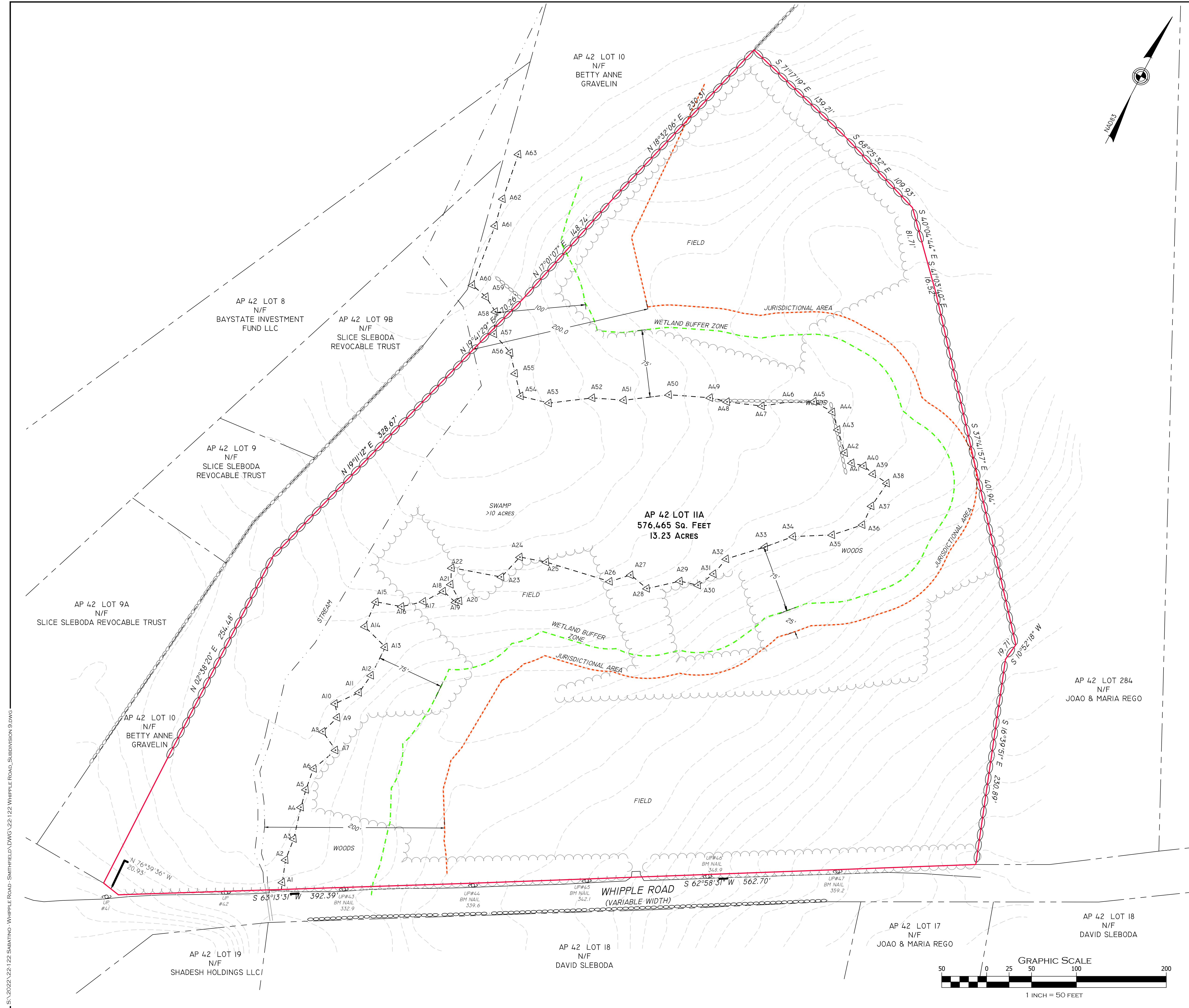


<b>COVER SHEET</b>	
<b>"WHIPPLE FARM"</b> AP 42 LOT 11A WHIPPLE ROAD, SMITHFIELD, RI	
APPLICANT: MICHAEL & MONIQUE SABATINO 24 ONADEGA ROAD, NARRAGANSETT, RI	
JOB #: 22-122	SCALE: 1" = 50"
DRAWN BY: PDC	DATE: 5/3/2023
REVISOR: _____ DATE: _____	
InSite Professional Complex, Suite 1 1539 Fall River Avenue, Seekonk, MA 02771 Phone: (508) 336-4500 Fax: (508) 336-4558	
501 Great Road, Unit 104 North Smithfield, RI 02896 Phone: (401) 762-2870 Fax: (401) 762-2871 Web Address: InSiteEngineers.com	
PROFESSIONAL SEALS	
SHEET <span style="font-size: 2em; font-weight: bold;">1</span> OF 5	

<b>TOWN OF SMITHFIELD</b> SMITHFIELD PLANNING BOARD APPROVED UNDER SUBDIVISION CONTROL LAW
_____ TOWN OF SMITHFIELD PLANNING BOARD DATE APPROVED: _____

REVISION	DATE	COMMENTS
0	-	-

--	--	--



LOCATION MAP (NOT TO SCALE)

**GENERAL NOTES:**

1. LOT SHOWN IS DESIGNATED AS LOT 11A ON ASSESSORS MAP 42.
2. OWNER OF RECORD: MICHAEL AND MONIQUE  
48 TAFT AVE  
PROVIDENCE, RI 02906
3. WETLANDS FLAGGED BY NRS LLC.
4. PROPERTY DOES NOT LIE WITHIN THE WATERSHED OR ZONE OF CONTRIBUTION OF A POND OR WATER SUPPLY WELL.
5. FEMA REFERENCE: SITE IS LOCATED IN ZONE X AS DEPICTED UPON FIRM MAP 440700186H WITH AN EFFECTIVE DATE OF OCTOBER 2, 2015.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE FINDINGS SUCH A REPORT MIGHT DISCLOSE. PROPERTY LINES SHOWN ON THIS SURVEY/PLAN REPRESENT CURRENT PHYSICAL FIELD CONDITIONS AND EVIDENCE OF APPARENT POSSIBLE POSSESSION. ANY REFERENCES TO PUBLIC RECORDS HEREON REFLECTS TO THOSE RECORDS NECESSARY TO ESTABLISH THE BOUNDARIES SHOWN HEREON AND REFERENCE TO THE SAME DOES NOT, AND IS NOT INTENDED TO CONSTITUTE A TITLE SEARCH OR TITLE OPINION.
7. THE PROJECT IS PROPOSED TO BE SERVICED BY PRIVATE WELLS, ON-SITE WASTEWATER TREATMENT SYSTEMS (OWTS), ELECTRIC AND TELECOMMUNICATIONS.

**ZONING DISTRICT:**

CONVENTIONAL ZONING	
'RESIDENTIAL R-80'	
MINIMUM FRONTAGE	= 200'
MINIMUM AREA	= 80,000 S.F.
MINIMUM SETBACKS -	
FRONT	= 40'
SIDE	= 25'
REAR	= 75'
MAXIMUM LOT COVERAGE	= 10%

**CERTIFICATION:**

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE FINDINGS SUCH A REPORT MIGHT DISCLOSE.

THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO SECTION 9 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON NOVEMBER 25, 2015, AS FOLLOWS:

- LIMITED CONTENT BOUNDARY SURVEY; CLASS 1
- TOPOGRAPHIC ACCURACY: T-4

*Marc N. Nyberg*

MARC N. NYBERG LICENSE No. 1797 COA No. A52

STATEMENT OF PURPOSE  
THE PURPOSE FOR THE CONDUCT OF THE SURVEY AND THE PREPARATION OF THE PLAN IS AS FOLLOWS:  
• EXISTING CONDITIONS PLAN

**MAJOR SUBDIVISION - MASTER PLAN  
EXISTING CONDITIONS**

MARC N. NYBERG  
No. 1797  
PROFESSIONAL  
LAND SURVEYOR

"WHIPPLE FARM"  
AP 42 LOT 11A  
WHIPPLE ROAD, SMITHFIELD, RI

APPLICANT: MICHAEL & MONIQUE SABATINO  
24 ONADEGA ROAD, NARRAGANSETT, RI

JOB # 22-122	SCALE: 1" = 50'	DRAWN BY: PDC	DATE: 5/3/2023
-----------------	--------------------	------------------	-------------------

PROFESSIONAL SEAL

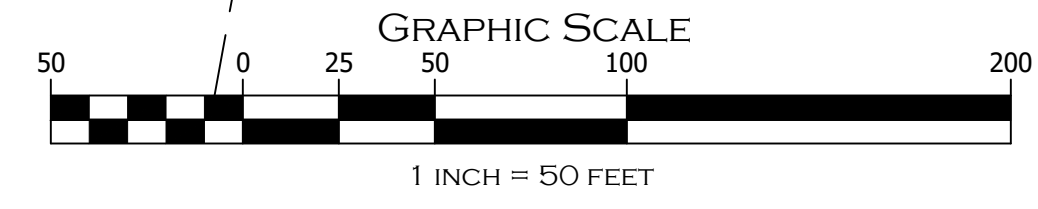
REVISED:

**INSITE** Engineering Services, LLC  
PROFESSIONAL ENGINEERS | LAND SURVEYORS  
Precision. Clarity. Certainty.

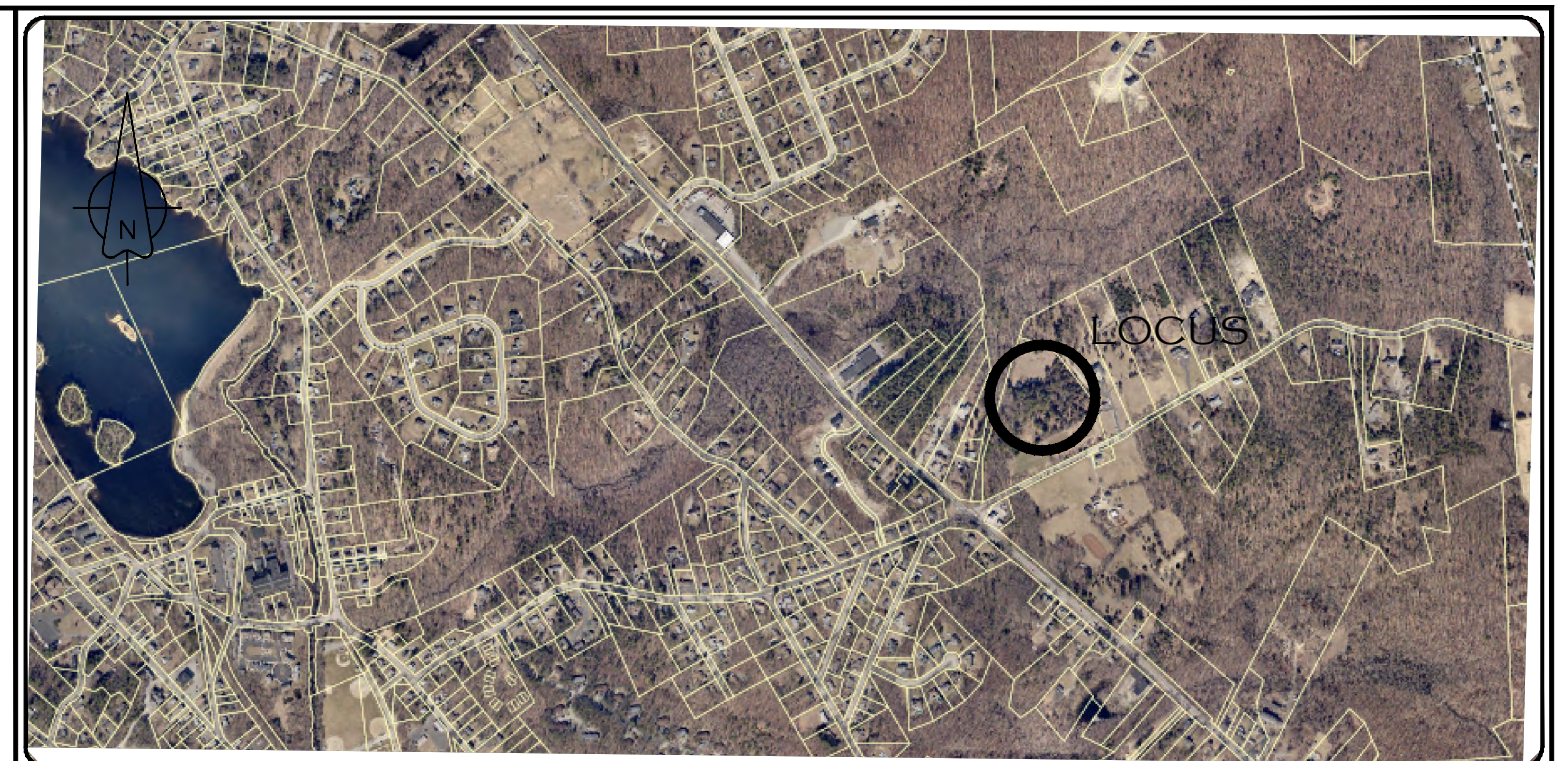
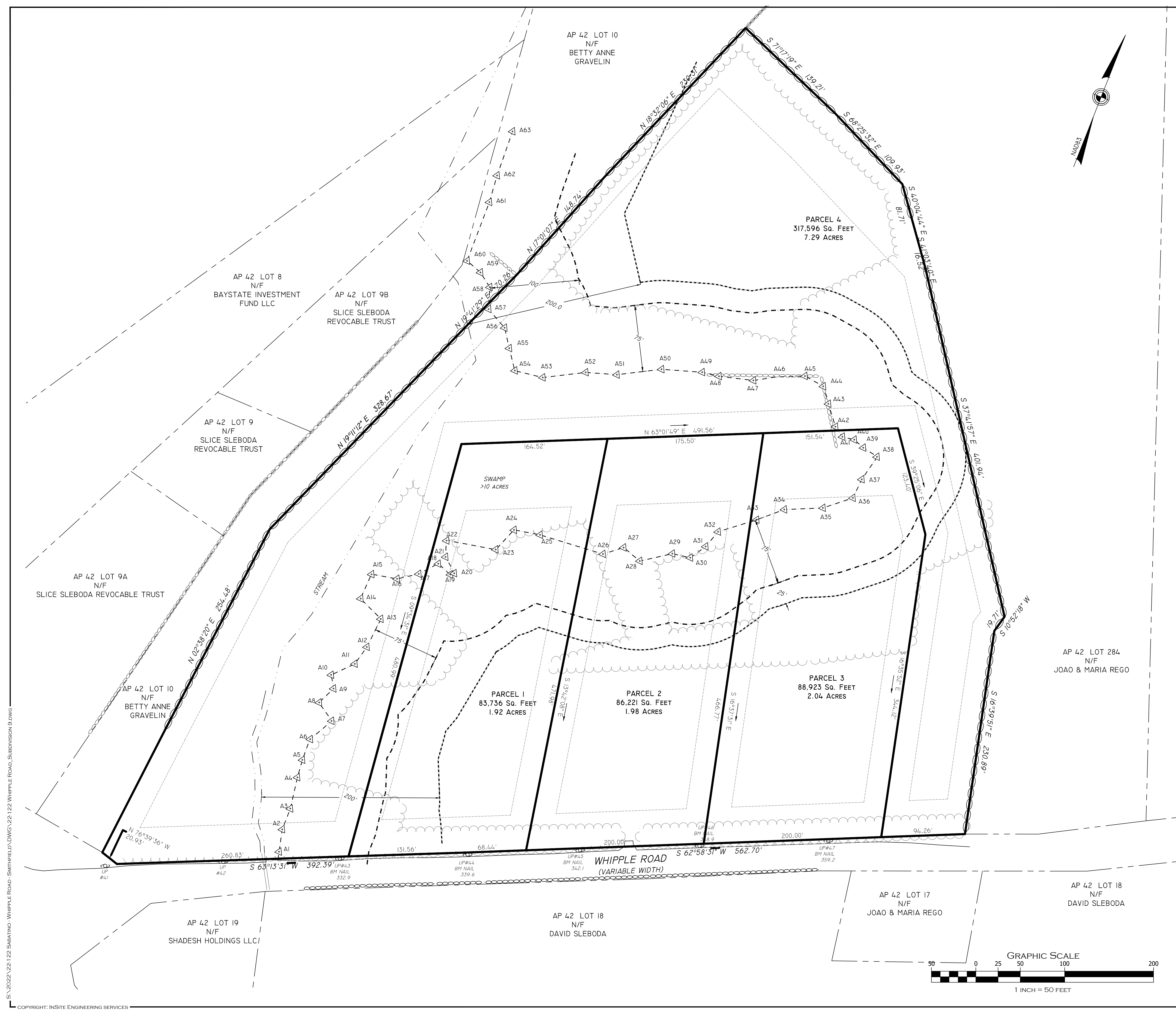
InSite Professional Complex, Suite 1  
1539 Fall River Avenue, Seekonk, MA 02771  
Phone: (508) 336-4500 Fax: (508) 336-4568

501 Great Road, Unit 104  
North Smithfield, RI 02896  
Phone: (401) 762-2870 Fax: (401) 762-2871  
Web Address: InSiteEngineers.com

SHEET  
**2**  
OF 5



S:\2023\22-122 SABATINO - Whipple Road - Smithfield\DWG\221221 Whipple Road - Subdivision 0.DWG



LOCATION MAP (NOT TO SCALE)

**GENERAL NOTES:**

- LOT SHOWN IS DESIGNATED AS LOT 11A ON ASSESSORS MAP 42.
- OWNER OF RECORD: MICHAEL AND MONIQUE  
48 TAFT AVE  
PROVIDENCE, RI 02906
- WETLANDS FLAGGED BY NRS LLC.
- PROPERTY DOES LIES WITHIN THE WATERSHED OR ZONE OF CONTRIBUTION OF A POND OR WATER SUPPLY WELL
- FEMA REFERENCE: SITE IS LOCATED IN ZONE X AS DEPICTED UPON FIRM MAP 440700186H WITH AN EFFECTIVE DATE OF OCTOBER 2, 2015.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE FINDINGS SUCH A REPORT MIGHT DISCLOSE. PROPERTY LINES SHOWN ON THIS SURVEY/PLAT REPRESENT CURRENT PHYSICAL FIELD CONDITIONS AND EVIDENCE OF APPARENT POSSIBLE POSSESSION. ANY REFERENCES TO PUBLIC RECORDS HEREON REFLECTS TO THOSE RECORDS NECESSARY TO ESTABLISH THE BOUNDARIES SHOWN HEREON AND REFERENCE TO THE SAME DOES NOT, AND IS NOT INTENDED TO CONSTITUTE A TITLE SEARCH OR TITLE OPINION.
- THE PROJECT IS PROPOSED TO BE SERVICES BY PRIVATE WELLS, ON-SITE WATERWATER TREATMENT SYSTEMS (OWTS), ELECTRIC AND TELECOMMUNICATIONS.

**ZONING DISTRICT:**

CONVENTIONAL ZONING  
RESIDENTIAL R-60

MINIMUM FRONTAGE	= 200'
MINIMUM AREA	= 80,000 S.F.
MINIMUM SETBACKS -	
FRONT	= 40'
SIDE	= 25'
REAR	= 75'
MAXIMUM LOT COVERAGE	= 10%

**VARIANCE:**

- SECTION IV, ARTICLE E, LOTS
- LOT BOUNDARIES SHALL HAVE NO INTERIOR ANGLES GREATER THAN 200 DEGREE, EXCEPT ON THOSE SIDES BORDERING A STREET, MULTIPLE ANGLES OR CURVES INCORPORATED TO CIRCUMVENT THIS REQUIREMENT SHALL NOT BE ALLOWED

**CERTIFICATION:**

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE FINDINGS SUCH A REPORT MIGHT DISCLOSE.

THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO SECTION 9 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON NOVEMBER 25, 2015, AS FOLLOWS:

- LIMITED CONTENT BOUNDARY SURVEY: CLASS I
- TOPOGRAPHIC ACCURACY: T-4

*Marc N. Nyberg* 5/3/23  
 MARC N. NYBERG LICENSE No. 1797 COA No. A52

**STATEMENT OF PURPOSE**  
 THE PURPOSE FOR THE CONDUCT OF THE SURVEY AND THE PREPARATION OF THE PLAN IS AS FOLLOWS:

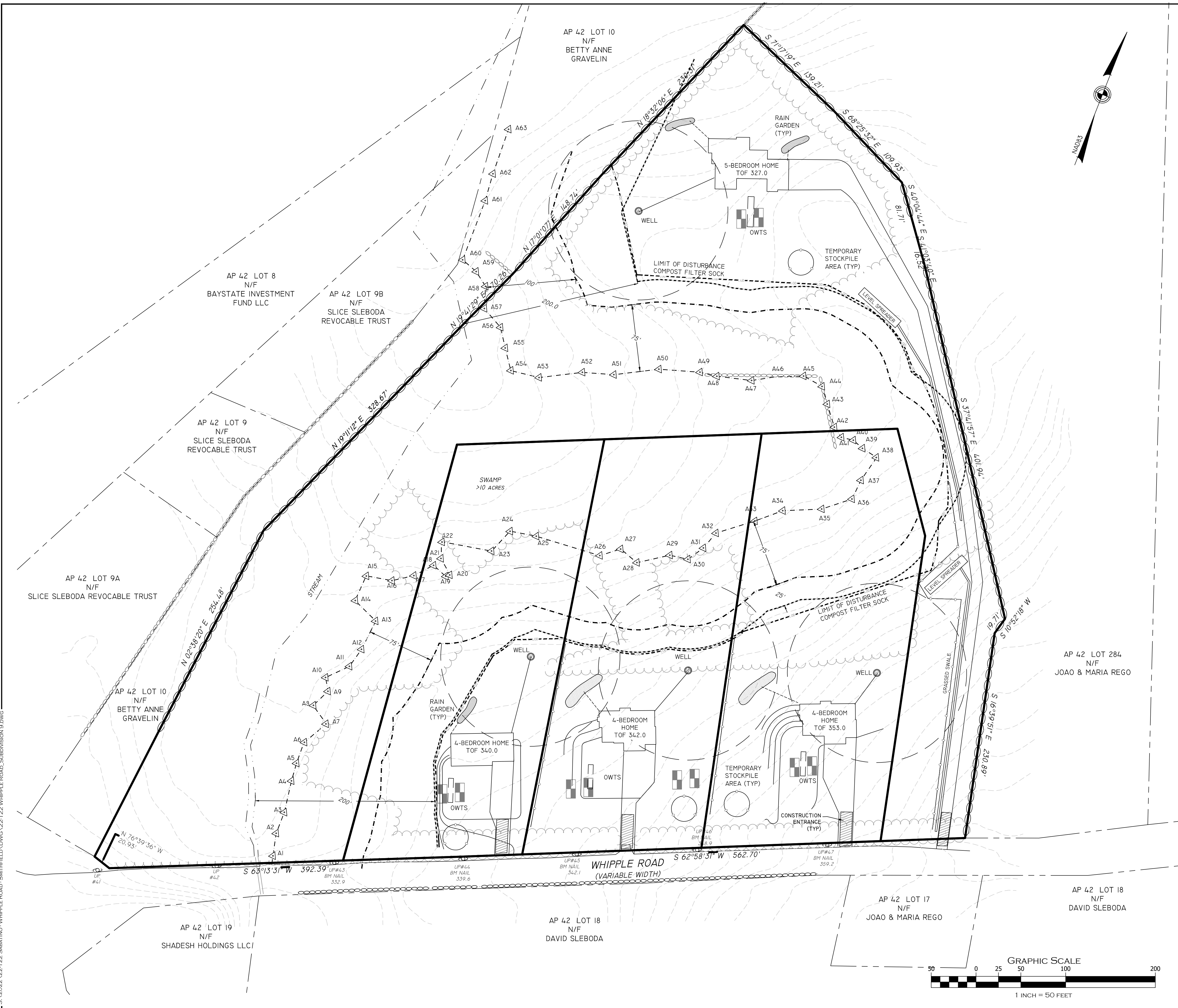
- EXISTING CONDITIONS PLAN

**MAJOR SUBDIVISION - MASTER PLAN  
 LOTTING PLAN**

	<b>"WHIPPLE FARM"</b>		
	AP 42 LOT 11A		
	WHIPPLE ROAD, SMITHFIELD, RI		
	APPLICANT: MICHAEL & MONIQUE SABATINO 24 ONADEGA ROAD, NARRAGANSETT, RI		
JOB # <b>22-122</b>	SCALE: <b>1" = 50'</b>	DRAWN BY: <b>PDC</b>	DATE: <b>5/10/23</b>
REVISED:			

	InSite Professional Complex, Suite 1 1539 Fall River Avenue, Seekonk, MA 02771 Phone: (508) 336-4500 Fax: (508) 336-4558	<b>SHEET</b> <b>3</b> <b>OF 5</b>
	501 Great Road, Unit 104 North Smithfield, RI 02896 Phone: (401) 762-2870 Fax: (401) 762-2871 Web Address: InSiteEngineers.com	

S:\2022\22-122 SABATINO - WHIPPLE ROAD - SMITHFIELD\DWG\221122 WHIPPLE ROAD - SUBDIVISION 0.DWG



LOCATION MAP (NOT TO SCALE)

**GENERAL NOTES:**

1. LOT SHOWN IS DESIGNATED AS LOT 11A ON ASSESSORS MAP 42.
2. OWNER OF RECORD: MICHAEL AND MONIQUE  
48 TAFT AVE  
PROVIDENCE, RI 02906
3. WETLANDS FLAGGED BY NRS LLC.
4. PROPERTY DOES LIES WITHIN THE WATERSHED OR ZONE OF CONTRIBUTION OF A POND OR WATER SUPPLY WELL
5. FEMA REFERENCE: SITE IS LOCATED IN ZONE X AS DEPICTED UPON FIRM MAP 440700186H WITH AN EFFECTIVE DATE OF OCTOBER 2, 2015.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE FINDINGS SUCH A REPORT MIGHT DISCLOSE. PROPERTY LINES SHOWN ON THIS SURVEY/PLAT REPRESENT CURRENT PHYSICAL FIELD CONDITIONS AND EVIDENCE OF APPARENT POSSIBLE POSSESSION. ANY REFERENCES TO PUBLIC RECORDS HEREON REFLECTS TO THOSE RECORDS NECESSARY TO ESTABLISH THE BOUNDARIES SHOWN HEREON AND REFERENCE TO THE SAME DOES NOT, AND IS NOT INTENDED TO CONSTITUTE A TITLE SEARCH OR TITLE OPINION.
7. THE PROJECT IS PROPOSED TO BE SERVICES BY PRIVATE WELLS, ON-SITE WATERWATER TREATMENT SYSTEMS (OWTS), ELECTRIC AND TELECOMMUNICATIONS.

**ZONING DISTRICT:**

CONVENTIONAL ZONING  
RESIDENTIAL R-80

MINIMUM FRONTAGE	= 200'
MINIMUM AREA	= 80,000 S.F.
MINIMUM SETBACKS -	
FRONT	= 40'
SIDE	= 25'
REAR	= 75'
MAXIMUM LOT COVERAGE	= 10%

**VARIANCE:**

- SECTION IV, ARTICLE E, LOTS
4. LOT BOUNDARIES SHALL HAVE NO INTERIOR ANGLES GREATER THAN 200 DEGREE, EXCEPT ON THOSE SIDES BORDERING A STREET, MULTIPLE ANGLES OR CURVES INCORPORATED TO CIRCUMVENT THIS REQUIREMENT SHALL NOT BE ALLOWED

**MAJOR SUBDIVISION - MASTER PLAN  
EROSION CONTROL PLAN**

PAUL D. CARLSON  
No. 7142  
REGISTERED PROFESSIONAL ENGINEER CIVIL  
PROFESSIONAL SEAL

"WHIPPLE FARM"  
AP 42 LOT 11A  
WHIPPLE ROAD, SMITHFIELD, RI

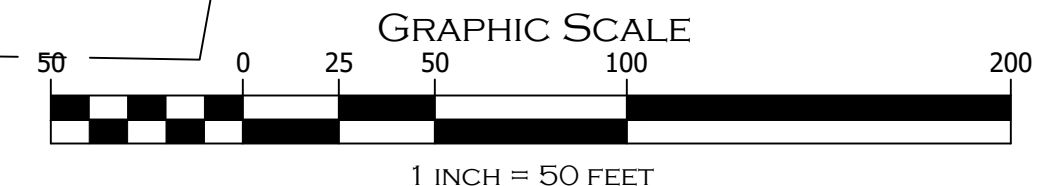
APPLICANT: MICHAEL & MONIQUE SABATINO  
24 ONADEGA ROAD, NARRAGANSETT, RI

JOB # 22-122	SCALE: 1" = 50'	DRAWN BY: PDC	DATE: 5/10/23
REVISED:			

**INSITE** Engineering Services, LLC  
PROFESSIONAL ENGINEERS | LAND SURVEYORS  
Precision. Clarity. Certainty.

InSite Professional Complex, Suite 1  
1539 Fall River Avenue, Seekonk, MA 02771  
Phone: (508) 336-4500 Fax: (508) 336-4558

501 Great Road, Unit 104  
North Smithfield, RI 02896  
Phone: (401) 762-2870 Fax: (401) 762-2871  
Web Address: InSiteEngineers.com



S:\2023\22-122 SABATINO - WHIPPLE ROAD - SMITHFIELD\DWG\221122 WHIPPLE ROAD - SUBDIVISION D.DWG

**EROSION & SEDIMENT CONTROL NOTES:**

- EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. GRAVEL CONSTRUCTION ENTRANCE WILL BE INSTALLED BEFORE CONSTRUCTION TRAFFIC INTO AND OUT OF PROJECT AREA BEGINS. STABILIZATION OF ALL REGRADED AND SOIL STOCKPILE AREAS WILL BE INITIATED AND MAINTAINED DURING ALL PHASES OF CONSTRUCTION.
- ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED IN ACCORDANCE WITH THE MUNICIPAL REGULATIONS. ALL EROSION CONTROL MEASURES ARE TO BE MAINTAINED AND UPGRADED AS REQUIRED TO ACHIEVE PROPER SEDIMENT CONTROL DURING CONSTRUCTION.
- ADDITIONAL CONTROL MEASURES WILL BE INSTALLED DURING CONSTRUCTION PERIOD, IF DEEMED NECESSARY BY THE ENGINEER OR TOWN AGENCIES.
- THE LOT SHALL BE REQUIRED TO MAINTAIN EROSION AND SEDIMENT CONTROLS DURING CONSTRUCTION. ADDITIONAL MEASURES WILL BE REQUIRED TO PREVENT SEDIMENT DISCHARGE INTO THE STREET. AND DRAINAGE SYSTEMS.
- SEEDING MIXTURE FOR FINISHED GRASSED AREAS WILL BE AS FOLLOWS:  
 KENTUCKY BLUE GRASS = 45  
 CREEPING RED FESCUE = 45  
 PERENNIAL RYE GRASS = 10  
 SEED TO APPLIED AT A RATE OF 4 LBS / 1000 S.F. FERTILIZER SHALL BE APPLIED AT A RATE OF 2 LBS / 1000 S.F. PLANTING SEASON SHALL BE APRIL 1 TO OCTOBER 15. AFTER OCTOBER 15 AREAS NOT SEEDED SHALL BE STABILIZED WITH STRAW WATTLES, HAY BALE CHECK DAMS, FILTER FABRIC OR WOODEN MULCH AS REQUIRED TO CONTROL EROSION.
- AREAS LEFT BARE BEFORE FINISH GRADING AND SEEDING IS ACHIEVED, SHALL RECEIVE A TEMPORARY SEEDING OF PERENNIAL RYE GRASS APPLIED TO A RATE OF 2 LBS / 1000 S.F. AT A DEPTH OF 1/2". LIMESTONE (EQUIVALENT TO BE 50 % CALCIUM PLUS MAGNESIUM OXIDE) SHALL BE APPLIED AS SEEDING PREPARATION AT A RATE OF 90 LBS / 1000 S.F. WHERE GRASS PREDOMINATES, FERTILIZE ACCORDING TO A SOIL TEST AT A MINIMUM APPLICATION RATE OF 1 LB OF NITROGEN PER 1000 S.F. AREAS TO BE LEFT BARE BEFORE FINISH GRADING AND SEEDING OUTSIDE OF PLANTING SEASONS SHALL RECEIVE AN AIR-DRIED WOOD CHIP MULCH, FREE OF COURSE MATTER, TREATED WITH 12 LBS NITROGEN PER TON, APPLIED AT A RATE OF 185-275 LBS / 1000 S.F.
- CONTRACTOR SHALL BE ASSIGNED THE RESPONSIBILITY FOR IMPLEMENTING THIS EROSION AND SEDIMENT CONTROL PLAN. THIS RESPONSIBILITY INCLUDES THE INSTALLATION AND MAINTENANCE OF CONTROL MEASURES, INFORMING ALL PARTIES ENGAGED ON THE CONSTRUCTION SITE OF THE REQUIREMENTS AND OBJECTIVES OF THE PLAN, AND NOTIFY THE PROPER TOWN AGENCY OF ANY TRANSFER OF THIS RESPONSIBILITY. THE OWNER SHALL BE RESPONSIBLY FOR CONVEYING A COPY OF THE EROSION AND SEDIMENT CONTROL PLAN IF THE TITLE TO THE LAND IS TRANSFERRED.
- THE CONTRACTOR SHALL REQUEST THE APPROPRIATE TOWNS AGENCIES TO INSPECT AND APPROVE THE INSTALLATION OF ALL EROSION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION. PERIODIC INSPECTIONS OF EROSION CONTROL MEASURES MAY BE PERFORMED BY THE AGENCIES, THE CONTRACTOR SHALL REPAIR, UPGRADE OR REPAIR ANY MEASURES THE AGENT MAY FEEL ARE IN NEED OF SUCH.
- STOCKPILES OF SOIL SHALL BE SURROUNDED BY A SEDIMENT BARRIER. SOIL STOCKPILES TO BE LEFT BARE FOR MORE THAN FIFTEEN (15) DAYS SHALL BE STABILIZED WITH TEMPORARY VEGETATION OR MULCH. IF STOCKPILES ARE TO REMAIN FOR MORE THAN SIXTY (60) DAYS, FILTER FABRIC SHALL BE USED IN PLACE OF HAY BALES. SIDE SLOPES SHALL NOT EXCEED 2:1.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTROL DUST AND WIND EROSION THROUGHOUT THE LIFE OF HIS CONTRACT. DUST CONTROL SHALL INCLUDE BUT NOT LIMITED TO SPRINKLING WATER ON EXPOSED SOILS AND HAUL ROADS. CONTRACTOR SHALL CONTROL DUST TO PREVENT A HAZARD TO TRAFFIC ON ADJACENT ROADWAYS.
- SEDIMENT SHALL BE REMOVED ONCE THE VOLUME REACHES 1/4 TO 1/2 THE HEIGHT OF THE SILT FENCE OR HAY BALE, OR SILT SOCK.
- ALL STOCKPILES SHALL BE SURROUNDED BY SEDIMENT CONTROLS.
- DISTURBED AREAS REMAINING IDLE FOR MORE THAN 14 DAYS SHALL BE STABILIZED.
- ALL FACILITIES USED AS TEMPORARY MEASURES SHALL BE CLEANED PRIOR TO BEING PUT INTO FINAL OPERATION.
- PER THE RISWM, BMP'S ARE NOT TO BE USED FOR TEMPORARY STORMWATER RUNOFF COLLECTION DURING THE PROJECTS CONSTRUCTION.

**CONSTRUCTION PROCEDURES AND SEQUENCING**

- THE ENGINEER SHALL HAVE THE SOLE RESPONSIBILITY FOR THE DESIGN IMPLEMENTATION. HE SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONTRACTORS AND SUBCONTRACTORS ARE AWARE OF THE PROVISIONS ON THE PLANS.
- THE CONTRACTOR SHALL ORGANIZE SITE CONSTRUCTION IN A MANNER WHICH WILL ENSURE THE IMMEDIATE STABILIZATION OF SURFACES. PERIMETER CONTROLS EQUAL APPROVED PROJECT LIMITS.
- PRIOR TO ANY CONSTRUCTION ON SITE, THE CONTRACTOR SHALL SETUP PRE-CONSTRUCTION MEETING WITH OWNER, ENGINEER, MUNICIPAL PLANNING AND DPW PERSONAL.
- PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, A LINE STRAW WATTLES, WILL BE PLACED AT ALL CONSTRUCTION TOE OF SLOPES IN THE AREA OF ROADWAY, PONDS, LANDSCAPED AREAS, AND ALONG PERIMETER OF PROJECT LIMIT OF DISTURBANCE WHERE INDICATED ON PROJECT PLANS.
- RESERVE EROSION CONTROL DEVICES SHALL BE STOCKPILED ON SITE IN THE EVENT OF EMERGENCIES. AND SHALL BE LOCATED 100' FROM REGULATED WETLAND RESOURCE AREAS.
- THE CONTRACTOR SHALL MAKE ALL NECESSARY PROVISIONS FOR THE PROPER STORAGE AND/OR REMOVAL OF DEBRIS ON SITE TO AVOID UNNECESSARY ACCUMULATION ON SITE.
- DRAINAGE STRUCTURES SHALL BE CONSTRUCTED FROM DOWNSTREAM UP AND CONSTRUCTION SHALL INCLUDE THE PLACEMENT OF STONE AT THE FLARED PIPE ENDS AND OUTLET STRUCTURE INLETS AND OUTLETS AS SHOWN ON PROJECT PLANS.
- IN STREAM CONTROLS SUCH AS HAY BALE CHECK DAMS SHALL BE ESTABLISHED PRIOR TO CONSTRUCTION IF NEEDED.

**INFILTRATION SURFACE PROTECTION**

TO PROTECT THE INFILTRATION SURFACES (BENEATH AND ADJACENT TO THE RECHARGE SYSTEMS) FROM DEGRADATION BY CONSTRUCTION ACTIVITIES INCLUDE:

- PROVIDE DEEP ROTOTILLING OF VAIN FLOOR IMMEDIATELY PRIOR TO SEEDING WITH NO SUBSEQUENT TRAFFICKING ON SURFACE.
- PREVENTION OF CONTAMINATION OF THE EXPOSED SUBGRADE BY CONSTRUCTION VEHICLES.
- PREVENTION OF EXCESSIVE COMPACTION BY CONSTRUCTION VEHICLES.
- PREVENTION OF THE DISCHARGE OF WATER FROM CONSTRUCTION DEWATERING ACTIVITIES INTO THESE FACILITIES.
- PREVENTION OF DISCHARGE OF STORMWATER INTO THESE FACILITIES UNTIL THE CONTRIBUTING AREAS ARE STABILIZED, UNLESS SPECIFIC MEASURES ARE PROVIDED FOR PROTECTING AND RESTORING THE INFILTRATION SURFACE.

**CONSTRUCTION INSPECTION**

THE ENGINEER SHALL BE CALLED ON SITE DURING THE CONSTRUCTION OF THE DRAINAGE STRUCTURES.

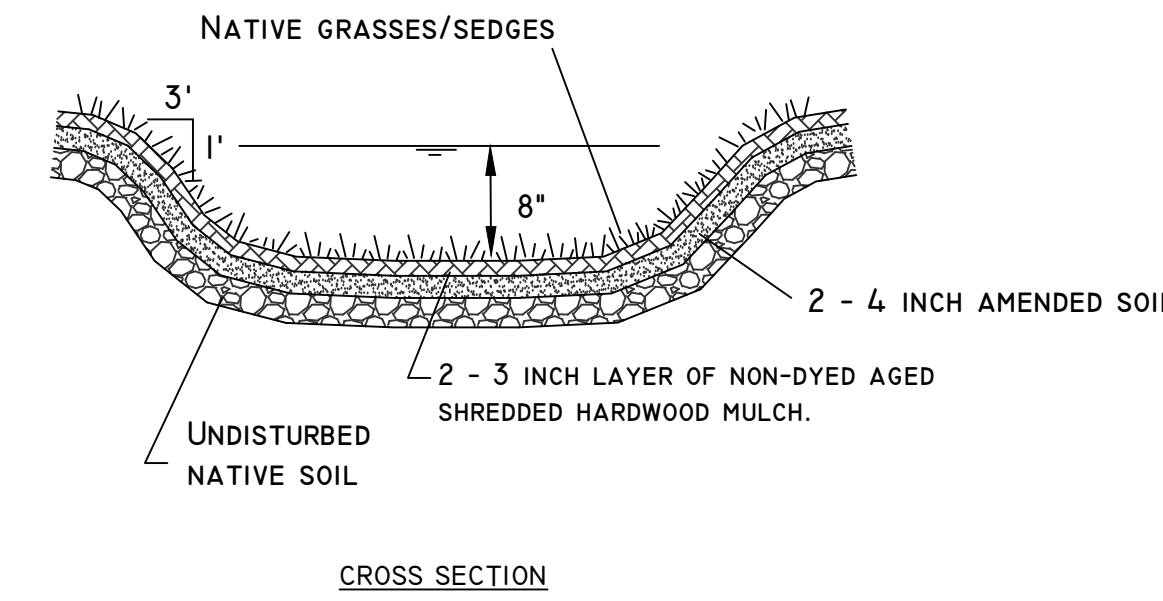
THE ENGINEER SHALL BE ON SITE DURING THE CONSTRUCTION AND LAYOUT OF ALL OUTLET STRUCTURES.

THE ENGINEER SHALL PERFORM FREQUENT INSPECTION OF THE STORMWATER SYSTEM DURING CONSTRUCTION, WITH CLEANING AND MAINTENANCE AS WARRANTED. DURING ACTIVE CONSTRUCTION PERIODS, WEEKLY INSPECTION IS REQUIRED.

IF CONSTRUCTION IS SUSPENDED (E.G., OVER THE WINTER), THEN MONTHLY INSPECTIONS ARE REQUIRED. IN ADDITION, THE SYSTEM SHOULD BE CHECKED AFTER ANY SIGNIFICANT RAINFALL, TO INSURE IT IS FUNCTIONING CORRECTLY AND TO MONITOR SEDIMENT ACCUMULATION FROM THE DISTURBED AREAS OF THE SITE.

**ROUGH GRADING**

DURING GRADING, THE POTENTIAL FOR EROSION IS HIGH. DURING GRADING OPERATIONS, DISTURBED SLOPES WILL BE MULCHED AND VEGETATION ESTABLISHED TO PREVENT SEDIMENT EROSION TO THE SATISFACTION OF THE ENGINEER.

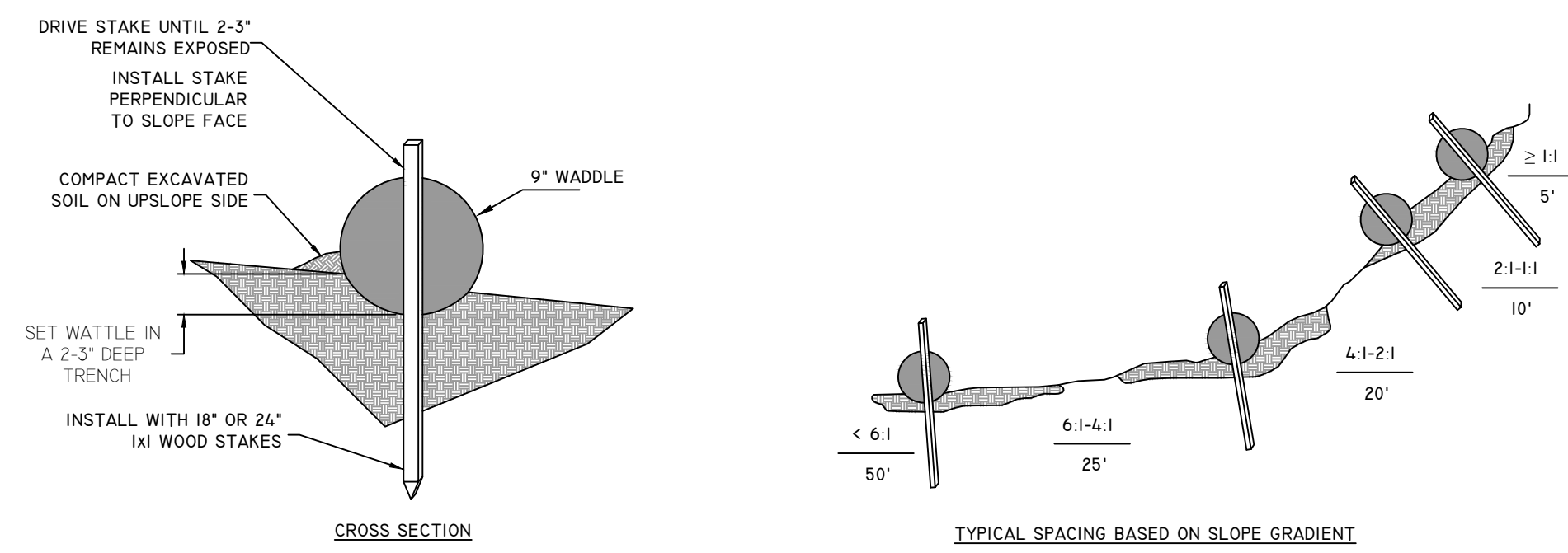


CROSS SECTION

**MAINTENANCE**

- THE VEGETATED SWALE SHALL BE INSPECTED ANNUALLY AND AFTER LARGE STORM EVENTS.
- ERODED SIDE SLOPES AND CHANNEL BOTTOM SHALL BE STABILIZED AS NECESSARY.
- IF THE SURFACE OF THE DRY SWALE BECOMES CLOGGED TO THE POINT THAT STANDING WATER IS OBSERVED ON THE SURFACE 48 HOURS AFTER PRECIPITATION EVENTS, THE BOTTOM SHALL BE ROTO-TILLED OR CULTIVATED TO BREAK UP ANY HARD-PACKED SEDIMENT, AND THEN RESEDED.
- VEGETATION IN DRY SWALES SHALL BE MOWED AS REQUIRED TO MAINTAIN MINIMUM GRASS HEIGHTS IN THE 4-6 INCH RANGE.
- EVERY FIVE YEARS, THE CHANNEL BOTTOM OF DRY SWALES SHOULD BE SCRAPED TO REMOVE SEDIMENT AND TO RESTORE ORIGINAL CROSS SECTION AND INFILTRATION RATE, AND SHOULD BE SEEDED TO RESTORE GROUND COVER, WHERE NECESSARY..

**VEGETATED SWALE DETAIL**  
NOT TO SCALE



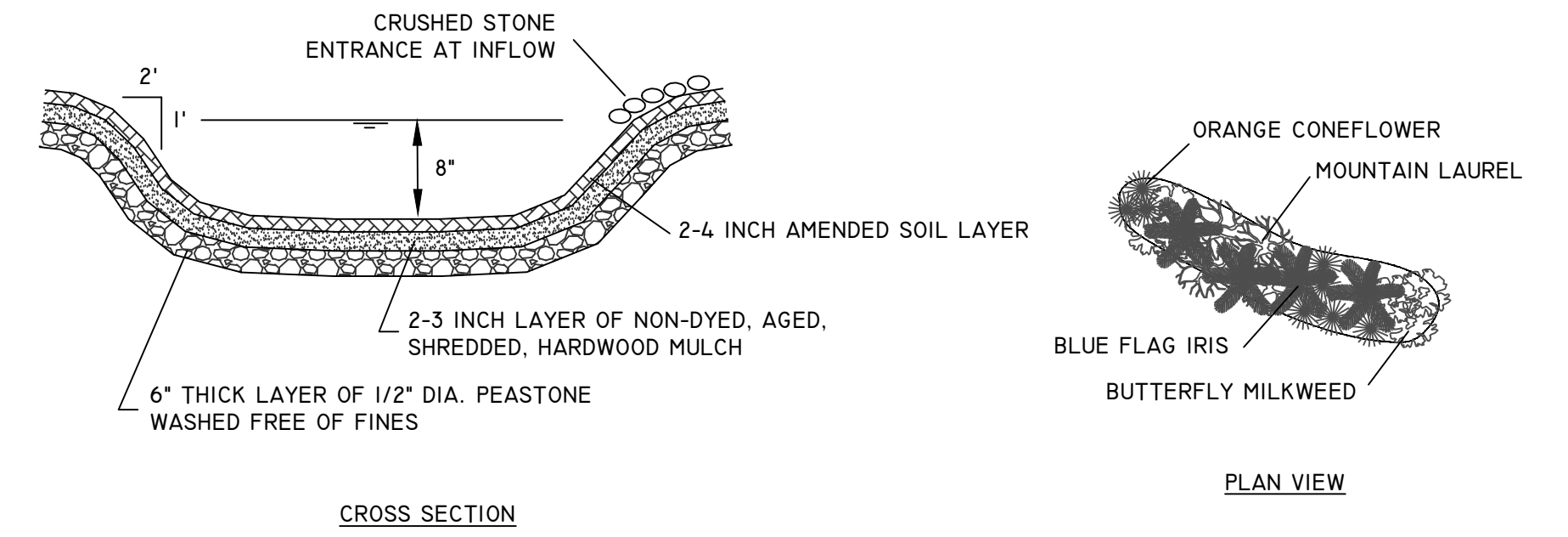
CROSS SECTION

TYPICAL SPACING BASED ON SLOPE GRADIENT

**GENERAL NOTES**

- BEGIN AT THE LOCATION WHERE WATTLE IS TO BE INSTALLED BY EXCAVATING 2-3' DEED x 9" WIDE TRENCH ALONG THE CONTOUR OF THE SLOPE. EXCAVATED SOIL SHOULD BE PLACED UP SLOPE FROM THE ANCHOR TRENCH.
- PLACE THE WATTLE IN THE TRENCH SO THAT IT CONTOURS TO THE SOIL SURFACE. COMPACT SOIL FROM THE EXCAVATED TRENCH AGAINST THE WATTLE ON THE UPHILL SIDE. ADJACENT WATTLES SHOULD TIGHTLY ABUT.
- SECURE THE WATTLE WITH 18-24" STAKES EVERY 3-4' AND WITH A STAKE ON EACH END. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE OF THE WATTLE LEAVING AT LEAST 2-3" OF STAKE EXTENDING ABOVE THE WATTLE. STAKES SHOULD BE DRIVEN PERPENDICULAR TO SLOPE FACE.
- CONTRACTOR IS RESPONSIBLE TO MAINTAIN INTEGRITY OF STRAW WATTLE FOR DURATION OF CONSTRUCTION.
- EROSION CONTROLS TO REMAIN UNTIL SOIL CONDITIONS STABILIZE.
- LOOSE HAY TO BE SPREAD ON AREAS OF EXPOSED LOAM & SEED UNTIL GERMINATION AND STABILIZATION OCCURS.

**STRAW WATTLE (OR SILT SOCK) DETAIL**  
NOT TO SCALE



CROSS SECTION

PLAN VIEW

ROOF AREA (TYP): 3,000  
SOIL TEXTURE: SANDY  
RAIN GARDEN AREA: 120 SF - 25 PLANTS

**TREATMENT**

RAIN GARDEN TO BE 8" DEEP WITH A 2 - 4 INCH AMENDED SOIL LAYER (50/50 MIXTURE OF THE EXCAVATED NATIVE SOILS AND MATURE ORGANIC COMPOST) AND A 2 - 3 INCH LAYER OF NON-DYED AGED SHREDDED HARDWOOD MULCH.

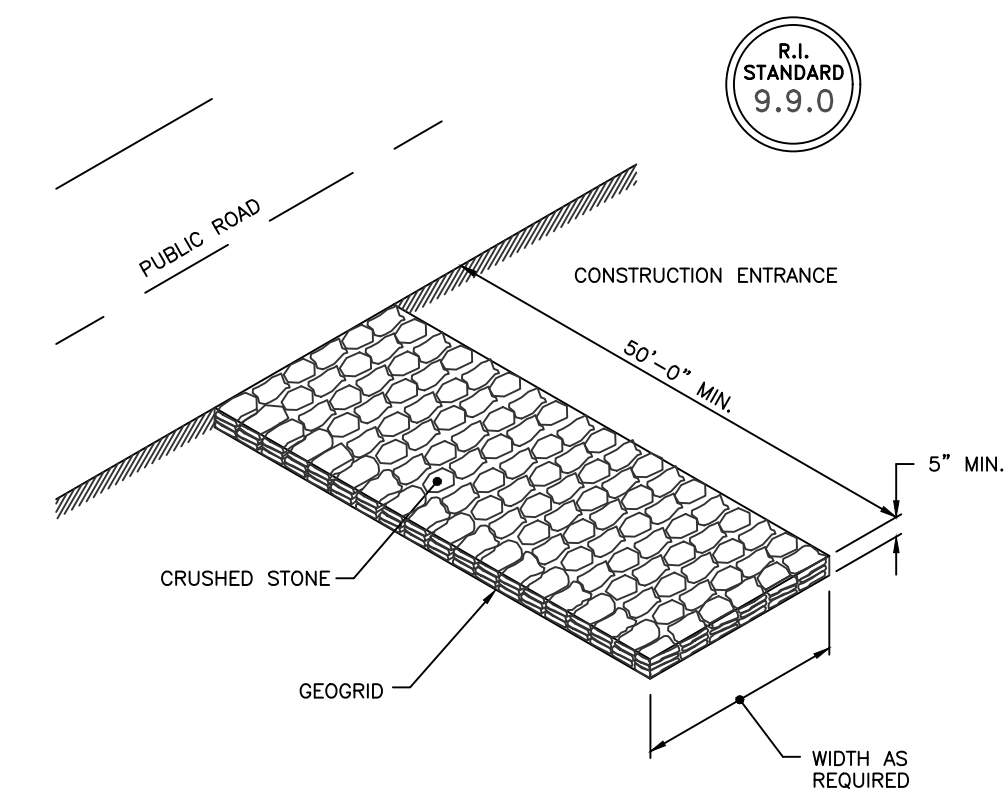
**CONSTRUCTION**

- A CRUSHED STONE ENTRANCE SHOULD BE INSTALLED AT THE INFLOW TO PREVENT CHANNELING.
- A BERM TO DETAIN STORMWATER SHOULD BE CONSTRUCTED ALONG THE DOWNHILL SIDE OF THE RAIN GARDEN, PERPENDICULAR TO THE SLOPE OF THE LAWN.
- BE SURE THAT THE SOIL WITHIN THE RAIN GARDEN AREA DOES NOT BECOME COMPACTED BY CONSTRUCTION ACTIVITIES (I.E. HEAVY MACHINERY), IF SOIL BECOMES SEVERELY COMPACTED IT MAY NEED TO BE TILLED AND MAINTAINED TO MAINTAIN PROPER DRAINAGE.

**MAINTENANCE**

- THE RAIN GARDEN SHALL BE INSPECTED FOLLOWING AT LEAST THE FIRST TWO PRECIPITATION EVENTS OF AT LEAST 1.0 INCH TO ENSURE THAT THE SYSTEM IS FUNCTIONING PROPERLY. THEREAFTER, THE RAIN GARDEN SHALL BE MONITORED AND MAINTAINED TO ASSURE PROPER FUNCTIONING, PLANT GROWTH AND SURVIVAL. PLANTS SHALL BE REPLACED ON AN AS-NEEDED BASIS DURING THE GROWING SEASON.
- SILT/SEDIMENT SHALL BE REMOVED FROM THE RAIN GARDEN WHEN THE ACCUMULATION EXCEEDS ONE INCH, OR WHEN WATER PONS ON THE SURFACE OF THE RAIN GARDEN FOR MORE THAN 48 HOURS). THE TOP FEW INCHES OF MATERIAL SHALL BE REMOVED AND SHALL BE REPLACED WITH FRESH SOIL MIXTURE AND MULCH.
- PRUNING OR REPLACEMENT OF WOODY VEGETATION SHALL OCCUR WHEN DEAD OR DYING VEGETATION IS OBSERVED.
- SOIL EROSION GULLIES SHALL BE REPAIRED WHEN THEY OCCUR.
- FERTILIZER OR PESTICIDES SHALL NOT BE APPLIED TO PLANTS WITHIN RAIN GARDENS.
- PERENNIAL PLANTS AND GROUND COVERS SHALL BE REPLACED AS NECESSARY TO MAINTAIN AN ADEQUATE VEGETATED GROUND COVER. ANNUAL PLANTS MAY ALSO BE USED TO MAINTAIN GROUND COVER.

**RAIN GARDEN DETAIL**  
NOT TO SCALE



**CONSTRUCTION ACCESS**  
NOT TO SCALE

<b>MAJOR SUBDIVISION - MASTER PLAN DETAILS AND NOTES</b>			
	<b>"WHIPPLE FARM"</b> AP 42 LOT 11A WHIPPLE ROAD, SMITHFIELD, RI		
	APPLICANT: <b>MICHAEL &amp; MONIQUE SABATINO</b> 24 ONADEGA ROAD, NARRAGANSETT, RI		
JOB # <b>22-122</b>	SCALE: <b>1" = 50"</b>	DRAWN BY: <b>PDC</b>	DATE: <b>5/10/23</b>
REVISED:			
		InSite Professional Complex, Suite 1 1539 Fall River Avenue, Seekonk, MA 02771 Phone: (508) 336-4500 Fax: (508) 336-4558	
PROFESSIONAL ENGINEERS   LAND SURVEYORS Precision. Clarity. Certainty.		501 Great Road, Unit 104 North Smithfield, RI 02896 Phone: (401) 762-2870 Fax: (401) 762-2871 Web Address: InSiteEngineers.com	
			<b>SHEET</b> <span style="font-size: 2em;"><b>5</b></span> OF 5

S:\2023\22-122 SABATINO - Whipple Road - Smithfield\DWG\22122 Whipple Road - Subdivision 0.DWG

**Recommended Motion:**

That the Smithfield Town Council hereby tables authorizing the Fire Department to purchase Ballistic Protective Equipment to the January 9, 2024 meeting.



ROBERT W. SELTZER  
CHIEF OF DEPARTMENT

## SMITHFIELD FIRE DEPARTMENT

*"To Help People"*  
HEADQUARTERS, STATION NO. 1  
607 PUTNAM PIKE  
SMITHFIELD, RHODE ISLAND 02828  
[www.smithfieldfire.com](http://www.smithfieldfire.com)



TEL. (401) 949-1330  
FAX (401) 949-1192

To: Honorable Town Council

From: Chief Robert Seltzer

Date: November 13, 2023

Re: Request Purchase of Ballistic Protective Equipment from the Bryant Billing Account

Dear Town Council Members,

The Fire Department had purchased ballistic protective equipment, helmets and vests, for all apparatus riding positions. This was done to conform to our Active Shooter Hostile Environment Response (ASHER) standard operating procedure to protect our members working at such an incident. The equipment was purchased from a company named Bulletproof-it, LLC out of Vancouver, WA.

Subsequent to the purchase, about 18 months later, we were notified that the owner of Bulletproof-it was being charged with fraudulent sales. We were contacted by Special Agent Ryan Gregg of GSA, Office of Inspector General, Investigations Unit. We were advised that the equipment we purchased was fraudulently certified and was proven NOT to provide the stated ballistic protection. Therefore, our ballistic equipment does not meet the required ballistic standards testing. That being said, our equipment must be replaced.

The owner of the company has been charged and was found guilty at trial. He is going to be serving a jail sentence. He has also been ordered to pay restitution by liquidating his property holdings, which he did own a fair amount of real estate. How the restitution will be divided is unclear. This company did business with the federal government and many municipalities around the country. We were told straight out that if we are lucky to receive any payment, it most likely be a fraction of our original purchase.

Therefore, for the safety of our members, I am requesting, with agreement from the Town Manager and the Police Chief, to use the Bryant billing account money to replace our ballistic equipment.

The complete replacement of all of our equipment comes in at \$45,000. We are still working out the details of the purchase to get the best quality for the best price. We will request final approval to purchases from the Town Council once we have vetted all of the vendors. This request is to move forward with the project.

---

*"We will be the most effective and proactive emergency service and disaster mitigation organization to make Smithfield the safest community to live, work and play."*

I request that the Town Council authorize the Fire Department to spend no more than \$45,000 to replace our ballistic equipment. In addition, any restitution received from the lawsuit to be placed into the Bryant billing account as a reimbursement.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert W. Seltzer", with a long horizontal flourish extending to the right.

Robert W. Seltzer  
Chief of Department

Motion: To authorization the Smithfield Fire Department to purchase Ballistic Protective Equipment to replace the fraudulent Bulletproof-it equipment, funded from the Bryant billing account, not to exceed \$45,000, and that any restitution received from the Bulletproof-it legal case be placed in the Bryant billing account as a reimbursement.



# Town of Smithfield

## MEMO

November 13, 2023

**TO:** Honorable Town Council  
**DEPT:**

**FROM:** Selection Comm.: Kevin Cleary, Town Engineer & Gavin Lopes, Engineering Assistant  
**DEPT:**

**SUBJECT:** Mountindale Road 72" Double Culvert Replacement Project - Professional Services  
Consideration of Contract Award for Design Phase

Honorable Council,

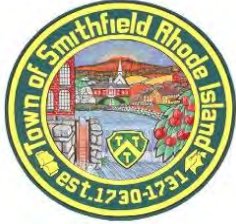
Qualification Statements for the requested services were received by the Purchasing Agent on 02/16/2023. The Selection Committee reviewed, scored and interviewed the three firms scoring the best and offers a positive recommendation for services.

Capital Improvement Funds are presently available in the amount of \$95,000 for tasks I and II of the Design Phase of this project. The qualification proposal recommended by the Selection Committee is to hire AI Engineers, Inc. for the requested tasks at a fee not to exceed \$169,250. The fee proposal was requested and negotiated following the selection of the highest scoring qualified firm evaluated during the review and interview processes, following the Qualification Based Selection (QBS) procurement procedures in accordance with RI General Law. To gap-fund the shortfall of \$74,250, a capital improvements program budget request will be included in the FY25 submission to complete the tasks as scoped and carry the project forward further toward permitting and construction phases.

**MOVED:** *The Smithfield Town Council hereby authorizes a Design Service Contract to AI Engineers, Inc. in the amount not to exceed \$169,250 for the engineering design phase services of the Mountindale Road 72" Double Culvert Replacement Project #23-0117.*

Attachment: Mountindale Road Project #23-0117 – Qualification Tabulation  
Selection Committee scoring evaluations  
AI Engineers, Inc. negotiated fee proposal

Cc: Randy R. Rossi, MBA, CGFM, Town Manager  
Anthony Gallone, Esq., Town Solicitor  
Carlos Santos, Procurement Agent



# TOWN OF SMITHFIELD

## BID TABULATION

**DATE:** FEBRUARY 16, 2023

**PROJECT NUMBER:** 23-0117

**PROJECT:** RFQ - DESIGN PHASE SERVICES - MOUNTAINDALE RD. 72" DOUBLE  
CULVERT REPLACEMENT PROJECT

**PREPARED BY:** CARLOS SANTOS  
PURCHASING AGENT

RESPONDER NAME	CONTACT INFO.		
PARE CORPORATION 8 BLACKSTONE VALLEY PLACE LINCOLN, RI 02865	PHONE: 401-334-4100 GREGORY N. BERUBE, P.E. VICE PRESIDENT		
BETA GROUP INC. 701 GEORGE WASHINGTON HIGHWAY LINCOLN, RI 02865	PHONE: 401-333-2382 MARK GERSHMAN, P.E. SENIOR VICE PRESIDENT & COO		
GREEN INTERNATIONAL AFFILIATES INC. 24 ALBION ROAD, SUITE 120 LINCOLN, RI 02865	PHONE: 401-305-7337 KO ISHIKURA, P.E. PRESIDENT		
AI ENGINEERS, INC. 10 ORMS STREET, SUITE 320 PROVIDENCE, RI 02904	PHONE 401-270-5401 ROHIT PRADHAN, P.E. SENIOR VICE PRESIDENT		
ENVIRONMENTAL PARTNERS 1900 CROWN COLONY DRIVE, SUITE 402 QUINCY, MA 02169	PHONE: 617-657-0200 RYAN J. TRAHAN, P.E. PRESIDENT		
GZA 188 VALLEY STREET, SUITE 300 PROVIDENCE, RI 029096	PHONE: 401-421-4140 RYAN DAPONTE, P.E. SENIOR PROJECT MANAGER		

REFERRED TO THE EVALUATION COMMITTEE AND FUTURE RECOMMENDATION WILL BE FORWARDED TO THE TOWN COUNCIL FOR APPROVAL.

Double Culvert Replacement project: Design Phase Services - RFQ Evaluation Committee			
Submittal by: Beta Group INC.			
Is the submittal responsive to the requirements of the RFQ.		Yes / No	Yes
<b>The following criteria shall be considered in the evaluation and ranking of the proposals:</b>			
		<b>Score</b>	<b>Notes</b>
<b>A. Understanding of the RFQ - 10 points</b>			
	· Firm understands the project.		On point. Promote & consider
		<b>Score</b>	<b>10</b> rehab as a viable option.
<b>B. Experience and Expertise - 10 points</b>			
	· Successful local municipal project diversity and experience.		Qualified firm, this is what they
	· Ability to report documentation for project management, testing and inspection assignments.		do for a living.
	· Schedule and budget performance on similar projects		Use of two subs.
	· Familiarity with RIDEM, RIDOT, FEMA and other permitting and application processes needed to effectively complete required assignments		Simple examples provided
		<b>Score</b>	<b>9</b> Not a lot of bloat.
<b>C. Method of Approach - 30 points</b>			
	· Assignment of staff		Very well detailed understanding
	· Method of approach shows that it will be cost effective		of approach defined w/in proposal.
	· Presentation of the Consultant's proposed approach to providing services		
		<b>Score</b>	<b>28</b>
<b>D. Qualifications - 10 points</b>			
	· Leadership structure and experience		specific exclusion to permitting
	· Project team's experience and credentials of critical people assigned to the team		
	· The availability of the individuals on the project team		
	· Management staff and capabilities		
	· Appropriate size of firm relative to proposed work assignments		
		<b>Score</b>	<b>9</b>
<b>E. Form - 15 points</b>			
	· Overall appearance of submitted RFQ		Good form that was easy to read
		<b>Score</b>	<b>13</b> & understand.
<b>F. Organization and Thoroughness - 10 points</b>			
	· Presentation of submitted RFQ		Well organized approach & form
		<b>Score</b>	<b>9</b>
<b>G. Firm - 5 points</b>			
	· Firms current workload		Detailed work load correctly.
		<b>Score</b>	<b>5</b>
<b>H. Value Added Performance – 10 points</b>			
	· Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal.		
		<b>Score</b>	<b>0</b>
		<b>Total Score</b>	<b>83</b>

Interview Notes: Interview 8/9/23 @ 11:00 AM

Promote rehabilitation as a very viable option worth considering that may prevent shutdown or bypass pumping of sanitary sewer.

Concerns over allocating both time & resources unnecessarily on a rehabilitation option. Potential exists for too many unforeseen circumstances if put out to construction bid and a contractor pursues rehab as planned, runs into uncontrollable circumstance and that situation results in delay of contract and expensive change orders.

Double Culvert Replacement project: Design Phase Services - RFQ Evaluation Committee		
Submittal by: AI Engineers, INC		
Is the submittal responsive to the requirements of the RFQ.	Yes / No	YES
<b>The following criteria shall be considered in the evaluation and ranking of the proposals:</b>		
	Score	Notes
<b>A. Understanding of the RFQ - 10 points</b>		
· Firm understands the project.		Yes, very well. Presents 3
	Score	9
<b>B. Experience and Expertise - 10 points</b>		
· Successful local municipal project diversity and experience.		Good experiences provided
· Ability to report documentation for project management, testing and inspection assignments.		AI completed bridge project
· Schedule and budget performance on similar projects		for Smithfield in 2016-17.
· Familiarity with RIDEM, RIDOT, FEMA and other permitting and application processes needed to effectively complete required assignments		
	Score	9
<b>C. Method of Approach - 30 points</b>		
· Assignment of staff		Written approach was a little
· Method of approach shows that it will be cost effective		difficult to understand in some
· Presentation of the Consultant's proposed approach to providing services		areas of the proposal.
	Score	28
<b>D. Qualifications - 10 points</b>		
· Leadership structure and experience		
· Project team's experience and credentials of critical people assigned to the team		Good staff quals, lots of exp.
· The availability of the individuals on the project team		Too many subconsultants
· Management staff and capabilities		however, may lead to higher
· Appropriate size of firm relative to proposed work assignments		costs for professionals.
	Score	7
<b>E. Form - 15 points</b>		
· Overall appearance of submitted RFQ		Good proposal, just a little off
	Score	12
<b>F. Organization and Thoroughness - 10 points</b>		
· Presentation of submitted RFQ		Good qual statement
	Score	9
<b>G. Firm - 5 points</b>		
· Firms current workload		Did not provide.
	Score	1
<b>H. Value Added Performance – 10 points</b>		
· Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal.		Provided section for 'value-add on", but no real substantive adders for the given projet.
	Score	2
	<b>Total Score</b>	<b>77</b>

Interview Notes: Interview on 8/8/23 @ 11:30 AM

Seems like best up front research was put into a committed replacement option. Engineer did preliminary investigation already into contributing drainage area to build a hydraulic model with, laid out three graphical conceptual options for replacement and does not recommend rehab as an option. Committing to replacement will create more predictable costs with less opportunities for change orders during construction. Smithfield has hired AI in the past and design fees were reasonable. AI included other applicable experiences in their qualification statement that indicated overall similar project costs with design fees they charged for those similar projects. Design fee percentages are reasonable.

Double Culvert Replacement project: Design Phase Services - RFQ Evaluation Committee			
Submittal by: Green International Affiliates, INC			
Is the submittal responsive to the requirements of the RFQ.		Yes / No	Yes
<b>The following criteria shall be considered in the evaluation and ranking of the proposals:</b>			
		<b>Score</b>	<b>Notes</b>
<b>A. Understanding of the RFQ - 10 points</b>			
	· Firm understands the project.		
		<b>Score</b>	<b>9</b>
<b>B. Experience and Expertise - 10 points</b>			
	· Successful local municipal project diversity and experience.		
	· Ability to report documentation for project management, testing and inspection assignments.		Used small, relative projects as experience.
	· Schedule and budget performance on similar projects		
	· Familiarity with RIDEM, RIDOT, FEMA and other permitting and application processes needed to effectively complete required assignments		
		<b>Score</b>	<b>9</b>
<b>C. Method of Approach - 30 points</b>			
	· Assignment of staff		Have some concerns about
			proposed sewer bypass. Did not discuss overhead utilities.
	· Method of approach shows that it will be cost effective		Arch culvert proposed.
	· Presentation of the Consultant's proposed approach to providing services		include permitting?
		<b>Score</b>	<b>22</b>
<b>D. Qualifications - 10 points</b>			
	· Leadership structure and experience		
	· Project team's experience and credentials of critical people assigned to the team		Good staff quals, simple
	· The availability of the individuals on the project team		tactful approach on similar
	· Management staff and capabilities		projects of same scale.
	· Appropriate size of firm relative to proposed work assignments		
		<b>Score</b>	<b>9</b>
<b>E. Form - 15 points</b>			
	· Overall appearance of submitted RFQ		
		<b>Score</b>	<b>10</b> Simple to the point
<b>F. Organization and Thoroughness - 10 points</b>			
	· Presentation of submitted RFQ		Better looking presentations
		<b>Score</b>	<b>8</b> were submitted.
<b>G. Firm - 5 points</b>			
	· Firms current workload		
		<b>Score</b>	<b>2</b> Did not discuss.
<b>H. Value Added Performance – 10 points</b>			
	· Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal.		In house survey & biologists, but need to sub geotech work out. Appears to include permitting?
		<b>Score</b>	<b>6</b>
		<b>Total Score</b>	<b>75</b>

Interview Notes: Interviewed on 8/8/23 @ 1:30 PM

Firm is committed to a replacement of the structure over rehabilitation. So construction costs can be driven to be more predicatable for time of construction.

Seemed somewhat vague and not too overly concerned as to managing a sanitary sewer bypass during the construction aspect however, which is of concern.

Smithfield has past experience with Green on projects and the resulting design consultation fees were on the high side, so that may be a consideration to factor.

Some concern the project path may not be managed with clear direction.

Double Culvert Replacement project: Design Phase Services - RFQ Evaluation Committee			
Submittal by: Environmental Partners			
Is the submittal responsive to the requirements of the RFQ.		Yes / No	YES
The following criteria shall be considered in the evaluation and ranking of the proposals:			
		Score	Notes
<b>A. Understanding of the RFQ - 10 points</b>			
· Firm understands the project .			Fair understanding, but no
		Score	8 extras presented.
<b>B. Experience and Expertise - 10 points</b>			
· Successful local municipal project diversity and experience.			Very few RI local projects
· Ability to report documentation for project management, testing and inspection assignments.			Most Mass projects seem a
· Schedule and budget performance on similar projects.			little on the expensive side?
· Familiarity with RIDEM, RIDOT, FEMA and other permitting and application processes needed to effectively complete required assignments.			
		Score	6
<b>C. Method of Approach - 30 points</b>			
· Assignment of staff.			Vanilla approach, no pre-
· Method of approach shows that it will be cost effective.			considered alternatives
· Presentation of the Consultant's proposed approach to providing services.			indicated. Approach seems a
		Score	20 little complex, given scope.
<b>D. Qualifications - 10 points</b>			
· Leadership structure and experience.			
· Project team's experience and credentials of critical people assigned to the team.			No on-staff Structural
· The availability of the individuals on the project team.			Engineer. Task is subcontract.
· Management staff and capabilities.			Did not discuss rehab as an
· Appropriate size of firm relative to proposed work assignments.			option.
		Score	8
<b>E. Form - 15 points</b>			
· Overall appearance of submitted RFQ.			Decent form factor, simple
		Score	13 easy to read.
<b>F. Organization and Thoroughness - 10 points</b>			
· Presentation of submitted RFQ.			Vanilla statement, no extras.
		Score	9
<b>G. Firm - 5 points</b>			
· Firms current workload.			Did not explain
		Score	2
<b>H. Value Added Performance – 10 points</b>			
· Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, services, materials collection or any other unique elements or added characteristics that improves the overall qualification proposal.			No value added offered.
		Score	2
		Total Score	68

Double Culvert Replacement project: Design Phase Services - RFQ Evaluation Committee		
Submittal by: PARE Corporation		
Is the submittal responsive to the requirements of the RFQ.	Yes / No	YES
<b>The following criteria shall be considered in the evaluation and ranking of the proposals:</b>		
	<b>Score</b>	<b>Notes</b>
<b>A. Understanding of the RFQ - 10 points</b>		
· Firm understands the project.		Understand the needs of the
	<b>Score</b>	<b>9</b> Town
<b>B. Experience and Expertise - 10 points</b>		
· Successful local municipal project diversity and experience.		Well versed, qualified firm
· Ability to report documentation for project management, testing and inspection assignments.		capable of designing & permit
· Schedule and budget performance on similar projects		a competent structure for the
· Familiarity with RIDEM, RIDOT, FEMA and other permitting and application processes needed to effectively complete required assignments		Town.
	<b>Score</b>	<b>9</b>
<b>C. Method of Approach - 30 points</b>		
· Assignment of staff		Very complicated approach
· Method of approach shows that it will be cost effective		included in statement.
· Presentation of the Consultant's proposed approach to providing services		
	<b>Score</b>	<b>20</b>
<b>D. Qualifications - 10 points</b>		
· Leadership structure and experience		Three sub-consultants may
· Project team's experience and credentials of critical people assigned to the team		drive costs up.
· The availability of the individuals on the project team		Qualified in-house team
· Management staff and capabilities		
· Appropriate size of firm relative to proposed work assignments		
	<b>Score</b>	<b>9</b>
<b>E. Form - 15 points</b>		
· Overall appearance of submitted RFQ		Blocky text, tight word space.
	<b>Score</b>	<b>7</b>
<b>F. Organization and Thoroughness - 10 points</b>		
· Presentation of submitted RFQ		Organized, but very technical
	<b>Score</b>	<b>7</b> statement proposal.
<b>G. Firm - 5 points</b>		
· Firms current workload		Did not detail firm workload.
	<b>Score</b>	<b>3</b>
<b>H. Value Added Performance – 10 points</b>		
· Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal.		Overcomplicated the approach in the statement, which did not present well in terms of value add ons.
	<b>Score</b>	<b>2</b>
	<b>Total Score</b>	<b>66</b>

Double Culvert Replacement project: Design Phase Services - RFQ Evaluation Committee			
Submittal by: GZA			
Is the submittal responsive to the requirements of the RFQ.		Yes / No	YES
<b>The following criteria shall be considered in the evaluation and ranking of the proposals:</b>			
		<b>Score</b>	<b>Notes</b>
<b>A. Understanding of the RFQ - 10 points</b>			
	· Firm understands the project.		Vague Understanding; vanilla
		<b>Score</b>	<b>7</b>
<b>B. Experience and Expertise - 10 points</b>			
	· Successful local municipal project diversity and experience.		
	· Ability to report documentation for project management, testing and inspection assignments.		Staff is well qualified &
	· Schedule and budget performance on similar projects		experience is proven
	· Familiarity with RIDEM, RIDOT, FEMA and other permitting and application processes needed to effectively complete required assignments		competent.
		<b>Score</b>	<b>8</b>
<b>C. Method of Approach - 30 points</b>			
	· Assignment of staff		Approach was weak, sort of
	· Method of approach shows that it will be cost effective		carte-blanc, vanilla explanation
	· Presentation of the Consultant's proposed approach to providing services		of how they would approach.
		<b>Score</b>	<b>22</b>
<b>D. Qualifications - 10 points</b>			
	· Leadership structure and experience		
	· Project team's experience and credentials of critical people assigned to the team		Staff can get the project done.
	· The availability of the individuals on the project team		Took no initiative in proposal
	· Management staff and capabilities		to think outside the box with
	· Appropriate size of firm relative to proposed work assignments		a unique approach.
		<b>Score</b>	<b>8</b>
<b>E. Form - 15 points</b>			
	· Overall appearance of submitted RFQ	<b>11</b>	Fair form
<b>F. Organization and Thoroughness - 10 points</b>			
	· Presentation of submitted RFQ		Vanilla explanation to fix our
		<b>Score</b>	<b>7</b> problem.
<b>G. Firm - 5 points</b>			
	· Firms current workload		Did not offer present work
		<b>Score</b>	<b>3</b> load.
<b>H. Value Added Performance – 10 points</b>			
	· Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal.		No value adder offered
		<b>Score</b>	<b>0</b>
		<b>Total Score</b>	<b>66</b>

Double Culvert Replacement project: Design Phase Services - RFQ Evaluation Committee			
Submittal by: Green International Affiliates, INC			
Is the submittal responsive to the requirements of the RFQ.			Yes / No
The following criteria shall be considered in the evaluation and ranking of the proposals:			
		Score	Notes
<b>A. Understanding of the RFQ - 10 points</b>			
	· Firm understands the project.		
		Score	10
<b>B. Experience and Expertise - 10 points</b>			
	· Successful local municipal project diversity and experience.		local projects added
	· Ability to report documentation for project management, testing and inspection assignments.		
	· Schedule and budget performance on similar projects		
	· Familiarity with RIDEM, RIDOT, FEMA and other permitting and application processes needed to effectively complete required assignments		
		Score	10
<b>C. Method of Approach - 30 points</b>			
	· Assignment of staff		permitting
	· Method of approach shows that it will be cost effective		no overhead utils mentioned
	· Presentation of the Consultant's proposed approach to providing services		
		Score	25
<b>D. Qualifications - 10 points</b>			
	· Leadership structure and experience		
	· Project team's experience and credentials of critical people assigned to the team		easy approach, added similar projects as comparison
	· The availability of the individuals on the project team		
	· Management staff and capabilities		
	· Appropriate size of firm relative to proposed work assignments		
		Score	10
<b>E. Form - 15 points</b>			
	· Overall appearance of submitted RFQ		
		Score	10
<b>F. Organization and Thoroughness - 10 points</b>			
	· Presentation of submitted RFQ		bunched text
		Score	7
<b>G. Firm - 5 points</b>			
	· Firms current workload		
		Score	0 not mentioned
<b>H. Value Added Performance – 10 points</b>			
	· Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal.		includes permitting, has a lot of staff value.
		Score	7
		<b>Total Score</b>	79

Engineering Assistant  
Review Sheet

Double Culvert Replacement project: Design Phase Services - RFQ Evaluation Committee			
Submittal by: AI Engineers, INC			
Is the submittal responsive to the requirements of the RFQ.		Yes / No	
The following criteria shall be considered in the evaluation and ranking of the proposals:			
		Score	Notes
<b>A. Understanding of the RFQ - 10 points</b>			
	· Firm understands the project.		very well written project understanding
		<b>Score</b>	10
<b>B. Experience and Expertise - 10 points</b>			
	· Successful local municipal project diversity and experience.		
	· Ability to report documentation for project management, testing and inspection assignments.		lots of relevant past projects
	· Schedule and budget performance on similar projects		
	· Familiarity with RIDEM, RIDOT, FEMA and other permitting and application processes needed to effectively complete required assignments		
		<b>Score</b>	8
<b>C. Method of Approach - 30 points</b>			
	· Assignment of staff		3 strategys
	· Method of approach shows that it will be cost effective		RFI and bid phases are (if requested) not included
	· Presentation of the Consultant's proposed approach to providing services		
		<b>Score</b>	25
<b>D. Qualifications - 10 points</b>			
	· Leadership structure and experience		fees in references seem reasonable
	· Project team's experience and credentials of critical people assigned to the team		
	· The availability of the individuals on the project team		5 subs!!
	· Management staff and capabilities		
	· Appropriate size of firm relative to proposed work assignments		
		<b>Score</b>	7
<b>E. Form - 15 points</b>			
	· Overall appearance of submitted RFQ		
		<b>Score</b>	11
<b>F. Organization and Thoroughness - 10 points</b>			
	· Presentation of submitted RFQ		organized very well, smooth tranistions
		<b>Score</b>	10
<b>G. Firm - 5 points</b>			
	· Firms current workload		added a workload page, everything added was march/april
		<b>Score</b>	3
<b>H. Value Added Performance – 10 points</b>			
	· Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal.		added a value added performance section showcasing what the firm can add in terms of technology,
		<b>Score</b>	4
		<b>Total Score</b>	78

Double Culvert Replacement project: Design Phase Services - RFQ Evaluation Committee		
Submittal by: Beta Group INC.		
Is the submittal responsive to the requirements of the RFQ.	Yes / No	
The following criteria shall be considered in the evaluation and ranking of the proposals:		
	Score	Notes
<b>A. Understanding of the RFQ - 10 points</b>		
· Firm understands the project.		accurate understanding
	<b>Score</b>	<b>10</b>
<b>B. Experience and Expertise - 10 points</b>		
· Successful local municipal project diversity and experience.		
· Ability to report documentation for project management, testing and inspection assignments.		2 subs
· Schedule and budget performance on similar projects		quick to the point
· Familiarity with RIDEM, RIDOT, FEMA and other permitting and application processes needed to effectively complete required assignments		
	<b>Score</b>	<b>7</b>
<b>C. Method of Approach - 30 points</b>		
· Assignment of staff		2 strategys
· Method of approach shows that it will be cost effective		
· Presentation of the Consultant's proposed approach to providing services		
	<b>Score</b>	<b>25</b>
<b>D. Qualifications - 10 points</b>		
· Leadership structure and experience		specific exclusion to permitting
· Project team's experience and credentials of critical people assigned to the team		
· The availability of the individuals on the project team		
· Management staff and capabilities		
· Appropriate size of firm relative to proposed work assignments		
	<b>Score</b>	<b>5</b>
<b>E. Form - 15 points</b>		
· Overall appearance of submitted RFQ		easy read
	<b>Score</b>	<b>12</b>
<b>F. Organization and Thoroughness - 10 points</b>		
· Presentation of submitted RFQ		
	<b>Score</b>	<b>9</b>
<b>G. Firm - 5 points</b>		
· Firms current workload		
	<b>Score</b>	<b>5</b>
<b>H. Value Added Performance – 10 points</b>		
· Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal.		
	<b>Score</b>	<b>0</b>
	<b>Total Score</b>	<b>73</b>

Double Culvert Replacement project: Design Phase Services - RFQ Evaluation Committee			
Submittal by: PARE Corporation			
Is the submittal responsive to the requirements of the RFQ.			Yes / No
The following criteria shall be considered in the evaluation and ranking of the proposals:			
			Score
			Notes
<b>A. Understanding of the RFQ - 10 points</b>			
· Firm understands the project.			knowledable about the towns wants
			Score 9
<b>B. Experience and Expertise - 10 points</b>			
· Successful local municipal project diversity and experience.			like that they added local projects
· Ability to report documentation for project management, testing and inspection assignments.			seems expensive for their portion of the project
· Schedule and budget performance on similar projects			
· Familiarity with RIDEM, RIDOT, FEMA and other permitting and application processes needed to effectively complete required assignments			
			Score 9
<b>C. Method of Approach - 30 points</b>			
· Assignment of staff			like the services provided throughout project life
· Method of approach shows that it will be cost effective			really dense reading material
· Presentation of the Consultant's proposed approach to providing services			
			Score 18
<b>D. Qualifications - 10 points</b>			
· Leadership structure and experience			3 subs, historic preservation seems not needed
· Project team's experience and credentials of critical people assigned to the team			
· The availability of the individuals on the project team			well qualified, adds good services throughout project life cycle
· Management staff and capabilities			
· Appropriate size of firm relative to proposed work assignments			
			Score 10
<b>E. Form - 15 points</b>			
· Overall appearance of submitted RFQ			bunched text
			Score 8
<b>F. Organization and Thoroughness - 10 points</b>			
· Presentation of submitted RFQ			well organized, very dense reading
			Score 8
<b>G. Firm - 5 points</b>			
· Firms current workload			did not detail workload
			Score 1
<b>H. Value Added Performance – 10 points</b>			
· Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal.			Not much added on, presentation in form was very dense and seemed over thought.
			Score 4
			Total Score 67

Double Culvert Replacement project: Design Phase Services - RFQ Evaluation Committee			
Submittal by: Environmental Partners			
Is the submittal responsive to the requirements of the RFQ.			Yes / No
The following criteria shall be considered in the evaluation and ranking of the proposals:			
		Score	Notes
<b>A. Understanding of the RFQ - 10 points</b>			
	· Firm understands the project .		
		<b>Score</b>	<b>7</b>
<b>B. Experience and Expertise - 10 points</b>			
	· Successful local municipal project diversity and experience.		Very few RI local projects
	· Ability to report documentation for project management, testing and inspection assignments.		expensive
	· Schedule and budget performance on similar projects.		
	· Familiarity with RIDEM, RIDOT, FEMA and other permitting and application processes needed to effectively complete required assignments.		
		<b>Score</b>	<b>5</b>
<b>C. Method of Approach - 30 points</b>			
	· Assignment of staff.		like the use of traffic management plan (TMP)
	· Method of approach shows that it will be cost effective.		didn't lay out strategies
	· Presentation of the Consultant's proposed approach to providing services.		no rehab
		<b>Score</b>	<b>20</b>
<b>D. Qualifications - 10 points</b>			
	· Leadership structure and experience.		all references from MA
	· Project team's experience and credentials of critical people assigned to the team.		3 subs
	· The availability of the individuals on the project team.		
	· Management staff and capabilities.		no staff structural guy
	· Appropriate size of firm relative to proposed work assignments.		
		<b>Score</b>	<b>5</b>
<b>E. Form - 15 points</b>			
	· Overall appearance of submitted RFQ.		presentation good, broken up, shorter, seemed less detailed
		<b>Score</b>	<b>11</b>
<b>F. Organization and Thoroughness - 10 points</b>			
	· Presentation of submitted RFQ.		
		<b>Score</b>	<b>7</b>
<b>G. Firm - 5 points</b>			
	· Firms current workload.		doesn't mention
		<b>Score</b>	<b>0</b>
<b>H. Value Added Performance – 10 points</b>			
	· Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, services, materials collection or any other unique elements or added characteristics that improves the overall qualification proposal.		value added through permitting and all phases through the project. Doesn't present different options
		<b>Score</b>	<b>7</b>
		<b>Total Score</b>	<b>62</b>

Double Culvert Replacement project: Design Phase Services - RFQ Evaluation Committee			
Submittal by: GZA			
Is the submittal responsive to the requirements of the RFQ.			Yes / No
The following criteria shall be considered in the evaluation and ranking of the proposals:			
		Score	Notes
<b>A. Understanding of the RFQ - 10 points</b>			
	· Firm understands the project.		understands the basics
		Score	6
<b>B. Experience and Expertise - 10 points</b>			
	· Successful local municipal project diversity and experience.		
	· Ability to report documentation for project management, testing and inspection assignments.		staff seems to have the quals for the job
	· Schedule and budget performance on similar projects		
	· Familiarity with RIDEM, RIDOT, FEMA and other permitting and application processes needed to effectively complete required assignments		
		Score	7
<b>C. Method of Approach - 30 points</b>			
	· Assignment of statff		vague, short, basic
	· Method of approach shows that it will be cost effective		
	· Presentation of the Consultant's proposed approach to providing services		
		Score	20
<b>D. Qualifications - 10 points</b>			
	· Leadership structure and experience		didn't go above and beyond
	· Project team's experience and credentials of critical people assigned to the team		basic
	· The availability of the individuals on the project team		
	· Management staff and capabilities		
	· Appropriate size of firm relative to proposed work assignments		
		Score	7
<b>E. Form - 15 points</b>			
	· Overall appearance of submitted RFQ		looked almost unproffessional (relevant experience)
		Score	7
<b>F. Organization and Thoroughness - 10 points</b>			
	· Presentation of submitted RFQ		organaztion okay, thoroughness was average. Seemed like they didn't go above to adress needs of the town
		Score	5
<b>G. Firm - 5 points</b>			
	· Firms current workload		didn't mention
		Score	1
<b>H. Value Added Performance – 10 points</b>			
	· Respondents that can demonstrate a value added performance measure that makes their qualification package unique, including but not limited to, in-house ability to provide inspection, survey, geotechnical etc. services, materials collection or testing or any other unique elements or added characteristics, such as environmental or sustainability elements of their organization, which improves the overall qualification proposal.		no extra value
		Score	0
		<b>Total Score</b>	<b>53</b>



# Town of Smithfield

## MEMO

August 10, 2023

**TO:** Mr. Rohit Pradhan, PE - AI Engineers, Inc.  
**DEPT:**

**FROM:** Kevin Cleary, PE, LSIT & Gavin Lopes - Smithfield Town Engineers Office  
**DEPT:** Engineer

**SUBJECT:** Mountindale Road Culvert at Stillwater River - Professional Services  
Request for Consultant Design Fee Proposal - Tasks 1 & 2

Dear Rohit,

After carefully reviewing the Mountindale Road double culvert project request for qualification statements and having interviewed you and members of your firm, the Selection Committee agrees the project approach presented, level of up-front efforts already completed, levels of services AI Engineers can provide the Town and past working experiences has resulted in the firm scoring most favorable to the committee. At this time the Committee respectfully requests a proposal fee from AI Engineers to complete the requested services included in the RFQ under Tasks 1 & 2.

Inclusive within the fee proposal or draft service agreement, please include the following:

1. Listing of scope related items of work in each of the two tasks, consistent with the qualification statement presented.
2. Matrix of staff assigned to the project and the applicable hourly rates.
3. Summary of man-hours for the project team members.
4. Rates for billables, incidentals, reimbursables and sub-consultants.
5. Summary of fee proposal, inclusive of the firm's overhead and profit percentage(s).
6. Total consultant fee for study and design phases.

Should you have any questions for the Committee or need to discuss the matter further, please contact the Engineering Department at your earliest convenience and we look forward to working further with your firm.

Thank you once again.

Cc: Randy R. Rossi, MBA, CGFM, Town Manager  
Carlos Santos, Procurement Agent

October 17, 2023

Mr. Kevin Cleary, PE, LSIT  
Town of Smithfield  
Smithfield Town Hall  
64 Farnum Pike  
Smithfield, RI 02917

Dear Mr. Cleary,

As requested, AI Engineers, Inc. (AIE) is pleased to submit our fee proposal and scope of services to design and develop construction documents for the Double Culvert Replacement Project located on Mountaindale Road over the Stillwater River. Included in this proposal, is a breakdown of the required tasks per the RFQ, matrix of staff assigned to the project with summary of man-hours and rates, billables, reimbursables, sub-consultant fees, and total consultant fees for each design phase task.

## **PROJECT UNDERSTANDING**

We understand the Town presently owns and is responsible for the maintenance of the existing double barrel reinforced concrete culvert system under Mountaindale Road. We further understand that the Town is seeking to replace the culvert system completely with a suitable replacement structure. The culvert is located approximately 700 feet southeast of Pleasant View Avenue and carries the Stillwater River through the two existing RCP pipes. Mountaindale Road is oriented in the southeast to northwest direction while Stillwater River flows from the southwest to the northeast as it passes under Mountaindale Road before it discharges into the Stillwater Reservoir. The Stillwater River is a tributary of the Woonasquatucket River. There is an existing dam/spillway very close to the culvert inlet. The roadway over the culvert carries an 8-inch sanitary sewer main. The sanitary sewer main will need to be replaced temporarily during construction as well as permanently.

## **SCOPE OF SERVICES**

### **Task 1: Preliminary Design (PD) -**

The following is a list of items that will be performed as part of Task 1 –

- Review inspection reports
- Flag wetlands & soils report
- Perform field survey
- Perform roadway & safety review
- Perform preliminary hydraulics
- Perform soil borings & geotechnical report
- Perform historical investigation

- Utility review & handling
- Prepare preliminary design plans and estimate

**NOTE –**

For the historical investigation provided: AIE will verify if the proposed improvements or construction activities may impact any significant historical cultural resources by reviewing files or reports available from the Rhode Island Historical Preservation & Heritage Commission (RIHPHC). If significant historical cultural resources are found, AIE will engage a subconsultant for preservation methods and/or recommendations. The fee for the historic subconsultant is not included in our fee proposal.

For the geotechnical services provided: Fee is based on two borings (one/abutment), one day of drilling, and no bedrock encountered. If bedrock is found, additional borings will be required to determine a bedrock profile along the proposed footings. This will be performed for an additional fee.

**Task 2: Design of Recommended Structure Replacement (Final Design)**

The following is a list of items that will be performed as part of Task 2 –

- Conduct on-site utility coordination meeting(s)
- Review & design of temporary and permanent sewer support
- Review permitting required & costs
- Perform final hydraulics & scour analysis
- 60% design plans & estimate
- 100% “Bid Phase” design plans & estimate
- Four (4) coordination meetings with Town

**Task 3: Permitting (Additional services if needed) -**

The following is a list of items that will be performed as part of Task 3 –

- Prepare Preliminary Determination (PD) application to RIDEM (Only RIDEM permit is anticipated)
- Prepare permit impact area/volume calculations
- Prepare permit plans as required
- Three (3) meetings with regulatory agencies
- Address RIDEM PD application comments & plan revisions

**Task 4: Bid Phase Services (Additional services if needed) -**

The following is a list of items that will be performed as part of Task 4 –

- Attend pre-bid meeting
- Respond to RFI's
- Prepare addenda as required
- Review & analyze contractor bids
- Recommendation for contract award

**Task 5: Construction Phase Services (Additional services if needed) -**

If requested by the Town, AIE will prepare the following list of items as part of Task 5 –

- Part-time construction oversight (Assume 1 to 2 days/week @ 8 hours/day, 7-month long const. period)
- Review of submittals
- Respond to RFI's
- Review payment applications
- Review change order recommendations
- Final reporting to regulatory agencies as required

**FEE STRUCTURE**

Task	Service/Description	Fee Type	Fee
<b>1</b>	Preliminary Design (PD)	Fixed	\$ 47,100
<b>2</b>	Final Design (FD)	Fixed	\$ 119,850
	Subtotal for Tasks 1 & 2	Fixed	\$ 166,950
	<i>Direct Costs (Copies, mileage, etc.)</i>	<i>Fixed</i>	<i>\$ 2,300</i>
	<b>Total Fee for Tasks 1 &amp; 2:</b>	<b>Fixed</b>	<b>\$ 169,250</b>
	<b>Additional Services If Needed:</b>		
<b>3</b>	Permitting	Fixed	\$ 7,350
<b>4</b>	Construction Bid Phase Services	Fixed	\$ 8,520
<b>5(a)</b>	Construction Phase Services	Fixed	\$ 14,900
<b>5(b)</b>	Construction Phase Services ( <i>Part-time construction oversight</i> )	Fixed	\$ 42,000
	<i>Direct Costs (Copies, mileage, etc.)</i>	<i>Fixed</i>	<i>\$ 1,800</i>
	<b>Total Fee for Tasks 3 thru 5(b):</b>	<b>Fixed</b>	<b>\$ 74,570</b>
	<b>TOTAL FEE FOR TASKS 1 THRU 5(b):</b>	<b>Fixed</b>	<b>\$ 243,820</b>

**ADDITIONAL SERVICES NOT MENTIONED ABOVE**

Tasks and services that the Town authorizes that are not mentioned above will be performed on an hourly basis. *Attached is a rate sheet of hourly rates for employee categories of all firms on the team that may be involved with the additional services on the project.*

**SCHEDULE**

We are committed to collaborating with the Town of Smithfield and meet a schedule that is mutually agreeable to both parties.

August 28, 2023  
Town of Smithfield, RI



We look forward to working with you on this interesting project. If you have any questions, please feel free to contact me at 860-635-7740 ext. 224 or [mgreer@aiengineers.com](mailto:mgreer@aiengineers.com).

Very truly yours,

**AI Engineers, Inc.**

**Town of Smithfield**

A handwritten signature in blue ink, appearing to read 'Michael R. Greer', written over a horizontal line.

Michael R. Greer  
Project Manager

\_\_\_\_\_  
Town of Smithfield

**DESIGN FEE PROPOSAL**

**Double Culvert Replacement Project, Mountindale Road, Smithfield RI**

DATE: 10/17/23

Task	Work Item/ Scope Activity	Principal-In-Charge	Project Manager	Lead Bridge/Roadway Engineer	Staff Engineer	CADD Technician	Inspector	Admin	Total AIE Man-hours	AIE Fee Sub-Total	Sub-Consultant Fee	SUB-TOTAL FEE PER TASK
1	<b>PRELIMINARY DESIGN (PD) –</b> <ul style="list-style-type: none"> <li>Review inspection reports</li> <li>Flag wetlands &amp; Soils report</li> <li>Perform field survey</li> <li>Perform roadway &amp; safety review</li> <li>Perform preliminary hydraulics</li> <li>Perform soil borings and geotechnical report</li> <li>Perform historical investigation</li> <li>Utility review and handling</li> <li>Prepare preliminary design plans and estimate</li> </ul>	0	12	35	55	48	0	0	150	\$21,100.00	\$26,000.00	<b>\$47,100.00</b>
	<b>Subconsultants –</b>	FEE										
	Crossman Engineering - Survey (Field location, ROW, topography)	\$8,000.00										
	Natural Resource Services, Inc. - Env. Soil Scientist (IW Flaggging & report) -	\$2,150.00										
	DTEC Inc. - Hydraulics (Preliminary hydraulics, analyze structure alternates) * See notes	\$2,850.00										
Geotechnical - Aldinger & Assoc., Inc (Soil borings, recommendations and report) ** See notes	\$13,000.00											
2	<b>FINAL DESIGN (FD) –</b> <ul style="list-style-type: none"> <li>Conduct on-site utility/coordination meeting(s)</li> <li>Review &amp; design of temporary and permanent sewer support</li> <li>Review permitting required &amp; costs</li> <li>Perform final hydraulics &amp; scour analysis report</li> <li>60% design plans &amp; estimate</li> <li>100% "Bid Phase" design plans &amp; estimate</li> <li>Four (4) coordination meetings with Town</li> </ul>	0	60	180	340	240	0	0	820	\$114,500.00	\$5,350.00	<b>\$119,850.00</b>
	<b>Subconsultant –</b>	FEE										
	DTEC Inc. - Hydraulics (Final hydraulics, scour analysis, report)	\$5,350.00										
<b>Total Hours (Inclusive of overhead &amp; profit)</b>		0	72	215	395	288	0	0				
<b>Billing Rate</b>		\$0.00	\$215.00	\$175.00	\$125.00	\$115.00	\$125.00	\$75.00				
		\$0.00	\$15,480.00	\$37,625.00	\$49,375.00	\$33,120.00	\$0.00	\$0.00		\$135,600.00	\$31,350.00	<b>\$166,950.00</b>

Sub-Total of Tasks 1 & 2

- NOTES:**  
 \* Consultant's price has been broken down per each design stage  
 \*\* Consultant's price based on 1 day of borings.

<b>Direct Costs :</b>	Copies	\$1,000.00
	Mileage	\$1,000.00
	Other	\$300.00
		<b>\$2,300.00</b>

**TOTAL FEE FOR TASKS 1 & 2: \$169,250.00** (including direct costs)

Task	Work Item/ Scope Activity	Principal-In-Charge	Project Manager	Lead Bridge/Roadway Engineer	Staff Engineer	CADD Technician	Inspector	Admin	Total AIE Man-hours	AIE Fee Sub-Total	Sub-Consultant Fee	SUB-TOTAL FEE PER TASK
3	<b>PERMITTING (By supplemental agreement amendment) -</b> <ul style="list-style-type: none"> <li>Preliminary Determination (PD) impact area/volume calculations (Only RIDEM permit is anticipated)</li> <li>Prepare permit plans as required</li> <li>Three (3) meetings with regulatory agencies</li> <li>Address RIDEM PD application comments &amp; plan revisions</li> </ul>	0	4	8	16	16	0	0	44	\$6,100.00	\$1,250.00	<b>\$7,350.00</b>
	<b>Sub-Consultants –</b>	FEE										
	DTEC Inc. - Prelim. Determination (PD) Application to RIDEM (Application, soil erosion plan, final hyd., scour analysis, report)	\$1,250.00										
4	<b>CONSTRUCTION BID PHASE SERVICES (By supplemental agreement amendment) -</b> <ul style="list-style-type: none"> <li>Attend pre-bid meeting</li> <li>Respond to RFIs</li> <li>Prepare addenda as required</li> <li>Review contractor bids</li> <li>Recommendation for contract award</li> </ul>	0	8	16	32	0	0	0	56	\$8,520.00	\$0.00	<b>\$8,520.00</b>
	<b>Sub-Consultants –</b>	FEE										
	DTEC Inc. - Prelim. Determination (PD) Application to RIDEM (Application, soil erosion plan, final hyd., scour analysis, report)	\$0.00										
5(a)	<b>CONSTRUCTION PHASE SERVICES (By supplemental agreement amendment) -</b> <ul style="list-style-type: none"> <li>Review of submittals</li> <li>Respond to RFIs</li> <li>Review payment applications</li> <li>Review change order recommendations</li> <li>Final reporting to regulatory agencies as req'd.</li> </ul>	0	10	30	60	0	0	0	100	\$14,900.00	\$0.00	<b>\$14,900.00</b>
	<b>Sub-Consultants –</b>	FEE										
	DTEC Inc. - Prelim. Determination (PD) Application to RIDEM (Application, soil erosion plan, final hyd., scour analysis, report)	\$0.00										
5(b)	<b>CONSTRUCTION PHASE SERVICES (By supplemental agreement amendment) -</b> <ul style="list-style-type: none"> <li>Part-time construction oversight (Total of 42 site visits are included - assumed 1 to 2 days per week @ 8 hours/day, 7 month construction period)</li> </ul>	0	0	0	0	0	336	0	336	\$42,000.00	\$0.00	<b>\$42,000.00</b>
	<b>Sub-Consultants –</b>	FEE										
	DTEC Inc. - Prelim. Determination (PD) Application to RIDEM (Application, soil erosion plan, final hyd., scour analysis, report)	\$0.00										
<b>Total Hours (Inclusive of overhead &amp; profit)</b>		0	22	54	108	16	336	0				
<b>Billing Rate</b>		\$0.00	\$215.00	\$175.00	\$125.00	\$115.00	\$125.00	\$75.00				
		\$0.00	\$4,730.00	\$9,450.00	\$13,500.00	\$1,840.00	\$42,000.00	\$0.00		\$71,520.00	\$1,250.00	<b>\$72,770.00</b>

Sub-Total of Tasks 3 thru 5b

<b>Direct Costs :</b>	Copies	\$500.00
	Mileage	\$1,000.00
	Other	\$300.00
		<b>\$1,800.00</b>

**TOTAL FEE FOR TASKS 3 thru 5(b): \$74,570.00** (including direct costs)

**TOTAL FEE FOR TASKS 1 thru 5: \$243,820.00** (including direct costs)

## HOURLY FEE PROPOSAL

---

TITLE	HOURLY RATE
Principal-in-Charge	\$0
QA/QC Manager	\$0
Project Manager	\$215
Lead/Senior Engineer	\$175
Project Engineer	\$155
Staff Engineer	\$125
Senior Landscape Architect	\$150
Project Landscape Architect	\$100
Staff Landscape Architect	\$75
Construction Inspector	\$125
Survey Manager	\$150
Survey Party Chief	\$125
Survey Rod Person	\$85
Technology Specialist	\$120
CADD Technician	\$115
Junior CADD Technician	\$95
Administrative	\$75

1. Expenses included as overhead:

Routine copies and printing, first class postage, routine local and long-distance telephone service and facsimile transmission and receipt will be provided without charge.

2. Expenses reimbursable to AIE:

All other out-of-pocket expenses including but not limited to the following:

- Subconsultants
- Equipment rentals
- Mileage
- Travel expenses
- Traffic control
- Additional insurance requirements imposed by the Client
- Multi-set or large volume copying and printing
- Binding
- Overnight delivery service
- Deed and map copies and application fees and related expenses required for agency or Town submissions

Client will pay Reimbursable Expenses to Consultant at cost plus fifteen percent (15%) for administration and overhead.



August 24, 2023  
Revised September 5, 2023

Mr. Kazem Farhoumand, PE  
Vice President  
AI Engineers  
10 Orms Street, Suite 320  
Providence, RI 02904

Re: Smithfield Culvert Replacement Project

Dear Mr. Farhoumand,

Crossman Engineering appreciates being part of the AI Engineers' team for the Smithfield Culvert Replacement Project. We understand that our role is limited to two (2) tasks:

1. **Professional Land Survey Services:** Our survey staff will perform a topographic survey along the roadway within the limits depicted below. The survey will include an "Existing Conditions Survey" of the Right-of-Way (ROW) area and 5 ft – 10 ft beyond the ROW. We will also identify the Right-of-Way limits of the road as it crosses the culverts. To assist in the hydraulic evaluation of the culverts, we will provide an upstream and downstream scaled image of the headwalls identifying the existing pipe sizes, elevations and headwall dimensions. We have also allocated field time to prepare three (3) stream cross-sections on both the upstream and downstream ends of the culvert for a total of six (6). The fee for the location of the right-of-way lines is dependent upon the presence of finding two (2) boundary monuments within 500 feet of the site. If existing monuments are not found, supplemental costs may be necessary.



Survey Limits along Roadway

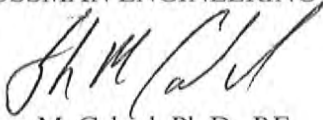
Survey fees: \$8,000.00

- 2. Technical Support for RIDEM & ACOE Permitting:** We recognize that others are preparing the Design Plans and preparing the hydrologic and hydraulic studies and that our role is to provide technical support for coordinating and filing supplemental impact narratives for RIDEM & ACOE Permit filings. Our fee is based upon the assumption that the proposed design will not increase downstream flows or increase upstream backwater levels. Our stream also assumes that the river is not considered a navigable waterway.

**Technical Support Services: \$4,000.00**

We appreciate your consideration and if you have any questions or concerns, please contact me via email or call, 401-738-5660.

Sincerely,  
CROSSMAN ENGINEERING



Steven M. Cabral, Ph.D., P.E.



## Natural Resource Services, Inc.

---

August 21, 2023

Kazem Farhoumand, PE  
AI Engineers  
10 Orms Street, Suite 320  
Providence, RI 02904

RE: Request for Wetland Consulting Services  
Double Culvert Replacement Project – RFQ 23-0117  
Mountindale Road, Smithfield, Rhode Island

Dear Mr. Farhoumand:

Thank you for giving Natural Resources Services, Inc. (NRS) the opportunity to provide this price quotation for wetland consulting services. This proposal has been prepared based on the information that you recently provided. The following scope outlines the work that NRS can perform to assist you with this project.

### Scope of Services

- 1) NRS shall field delineate all freshwater wetlands within the project area identified by you. This work shall meet the delineation standards found in Part 3 of the Rules and Regulations Governing the Administration and Enforcement of the Freshwater Wetlands Act. These land-use regulations are administered by the RI Department of Environmental Management (DEM), Office of Water Resources (OWR).
- 2) NRS shall locate all established wetland delineation flags using a hand-held GPS unit. While this location work does not represent an actual survey, the information obtained is valuable for initial planning purposes.
- 3) NRS shall prepare a report of findings which describes and classifies all identified wetlands.
- 4) NRS shall prepare a GIS graphic using recent aerial imagery. The GPS data obtained during our field inspection shall be added as a layer onto the graphic to provide an approximation of the wetland limits within the project area.
- 5) NRS shall review the prepared development plans. The purpose of this review is to provide recommendations for best management practices or mitigation measures which will be required as part of the application.

- 6) NRS shall prepare a written narrative in support of the Application for a Freshwater Wetlands Permit with Variances to the agency. This narrative shall meet the criteria outlined in the freshwater wetland regulations.
- 7) NRS shall be available to respond to any biological comments issued by the agency during the application review process.

Cost for Services

- |   |            |
|---|------------|
| 1) Wetland Delineation, GPS Field Work and Report of Findings | \$950.00   |
| 2) Site Plan Review and Written Narrative                     | \$1,200.00 |

Total Estimated Cost: \$2,150.00

Additional Time

Any work required which is not specified in this scope of services shall be subject to a revised price quotation. Calls and meetings shall be billed at hourly rates as stated below.

Meeting Time

Principal (S. Rabideau) at \$240.00 per hour

Telephone Calls/Virtual Meetings

Principal (S. Rabideau) at \$60.00 per 15 min. (billed at minimum 15 min. intervals)

Please Note

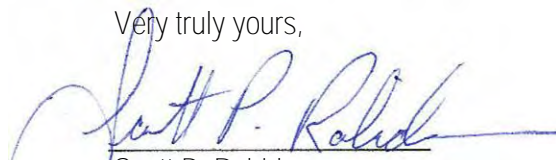
NRS is currently scheduling all new field work within four (4) weeks of receipt of client contract.

Terms of Payment

1. NRS bills monthly as hours accrue.
2. All invoices are due upon receipt.

I have enclosed an NRS client information form with this proposal. If you wish to accept the terms and conditions for this work, simply review, complete and return an executed copy of this form to my office or return a Master Services Agreement. Please do not hesitate to contact my office should you have any questions or require additional information.

Very truly yours,



Scott P. Rabideau  
Principal/Wetland Biologist

enclosure



CLIENT CONTRACT

DATE: 8/21/2023

This proposal is valid for 90 days from date of issue.

Natural Resource Services, Inc.

**\*\*BILLING INFORMATION: (This information has to be the same as the person who signs this contract)**

NAME \_\_\_\_\_

COMPANY (if applicable) \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY, STATE AND ZIP \_\_\_\_\_

TELEPHONE: CELL \_\_\_\_\_ BUSINESS/HOME \_\_\_\_\_

EMAIL TO RECEIVE **WORK PRODUCT** \_\_\_\_\_

EMAIL FOR **BILLING PURPOSES** \_\_\_\_\_

**Please note: ALL invoices and statements will be sent to this email address**

**PROJECT ADDRESS:**

Street, Plat, Lot: Double Culvert Replacement Project – RFQ 23-0117

City, State: Mountindale Road, Smithfield, Rhode Island

**WORK DESCRIPTION:** Wetland Delineation, GPS Field Work, Report of Findings, Site Plan Review and Written Narrative

**TOTAL ESTIMATED COST: \$2,150.00**

Work product delivery option (**check preference**) paper \_\_\_ electronic\_\_\_

TERMS: INVOICES DUE UPON RECEIPT

No credit will be extended without a signature acknowledging you agree to pay all invoices when due. Guarantor also agrees to pay any collection/attorney fees should the indebtedness have to be collected by outside services. **Credit Cards payments are charged a 4% fee.**

\*\*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED SIGNATURE

**D'Amico Engineering Technology, Inc.**

1824 Mineral Spring Ave.  
North Providence, RI 02904  
Phone: 401-622-1470  
Fax: 401-709-0201  
www.dengineeringtec.com



August 18, 2023

Revised September 1, 2023

Mr. Kazem Farhoumand, P.E.  
Vice President  
AI Engineers, Inc.  
10 Orms Street, Suite 320  
Providence, RI 02904

**RE:** Professional Civil Engineering for  
**Mountindale Road Double Culvert at Stillwater River Replacement**  
Mountindale Road  
Smithfield, Rhode Island

Dear Mr. Farhoumand,

D'Amico Engineering Technology, Inc. (DEtec) is pleased to present this proposal for professional engineering services for design and permitting of the Mountindale Road Double Culvert Replacement. It is anticipated that DEtec will provide the required hydrology/hydraulic analysis and report for the proposed culvert replacement and assist in the permitting process. The following scope is proposed:

**TASK 1 – HYDROLOGY/HYDRAULICS AND SCOUR ANALYSIS**

DEtec will analyze the hydrology of the existing brook flow conditions in the area of the twin cross culverts. A hydraulic model will be created in two (2) phases, preliminary and final which will analyze existing and proposed conditions (two (2) alternatives) to determine the potential flow restrictions or adequacy of the bridge opening. The hydrology/hydraulic and scour analysis will be developed based on the Rhode Island Department of Transportation (RIDOT) Bridge Manuel, Section 2.6 and the Rhode Island Department of Environmental Management (RIDEM) Regulations. The hydrologic/hydraulic and scour analysis will be stamped by a RI Registered Professional Engineer and memorialized in an analysis report which will be required in the permitting process.

The project will be located in a Floodway based on the FEMA Federal Insurance Rate Map (FIRM). DEtec will delineate the 100 – year flood plain elevation within the area of the improvements. If required, floodplain compensation calculations will be developed for use by the bridge design engineers, if required.

The hydrological analysis will be conducted utilizing Technical Release 20 (TR-20) in HydroCad® 10.2, 2023 by HydroCad Software Solutions LLC. Hydraulic analysis will be conducted utilizing US Army Corps of Engineers HEC-RAS 4.1.

**Deduct Alternate 1:** Twin Box Culvert - Replace the existing culvert and associate headwalls and wingwalls with a new twin-reinforced concrete box culvert system. Fee: \$950.00

**Deduct Alternate 2:** Simple Span Bridge - Construct a single-span bridge supported on short integral abutments. Fee: \$950.00

**Deduct Alternate 3:** Three-Sided Precast Concrete Frame - Construct a precast concrete three-sided frame on short plinth walls. Fee: \$950.00

**TASK 2 – RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (RIDEM) PERMITTING**

DEtec will prepare the required permit applications at the 60% design stage, supporting documentation and Soil Erosion Plan for a Rhode Island Department of Environmental Management permit. The permit that is anticipated is a Preliminary Determination (PD) for the reconstruction of the bridge structure within the riverbank buffer of the Stillwater River along with construction within the floodplain area. Fee: \$1,250,00

**TOTAL PROJECT COST NOT TO EXCEED \$ 9,450.00**

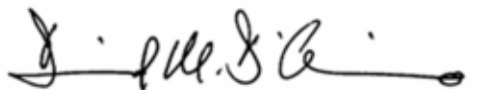
This Proposal is based upon the above stated Items (1 and 2) which represent our understanding as to the level of effort required, and does not include costs for legal services, attendance at Town Council, Planning and/or Zoning Board hearings by a DEtec representative, civil design services, traffic studies, RIDEM environmental permitting beyond PD phase, Wetland Specialist service, solid or hazardous waste testing, utility test pits, landscape plans, daily construction inspection, survey or construction survey layout, equipment costs, or any required filing, permitting, recording application fees. Should any of these items or any other elements of work beyond those Items outlined above be required, they can be performed under a Supplemental Agreement.

**BILLINGS / PAYMENTS:**

Professional services in this proposal will be invoiced as a percentage complete of the total cost not to exceed. Invoices for DEtec’s services shall be submitted on a monthly basis. Invoices shall be payable within 30 days after the invoice date or ten (10) day after the receipt of payment from the client. The Client is required to pay the total fee amount prior to the release of the final service and/or deliverable of goods including drawings, reports, or plans (paper or electronic). All billings over sixty (60) days past due will be subject to interest charges of 1.5% compounded monthly on the unpaid balance.

Incidentals such as printing and travel costs will be considered as direct costs to the project. These costs will be billed with a surcharge separately with the monthly invoicing and are in addition to the total cost not to exceed.

If this proposal is acceptable, please return this signed proposal at your earliest convenience to authorize DEtec to proceed. Should you have any questions, please call me at your convenience.



David M. D'Amico, P.E  
Principal

\_\_\_\_\_  
September 1, 2023

**AUTHORIZATION TO PROCEED**

This Proposal for Services and Standard Statement of Terms and Conditions (attached) are hereby accepted by:

\_\_\_\_\_  
Mr. Kazem Farhoumand, P.E.  
Vice President  
AI Engineers, Inc.

\_\_\_\_\_  
Date

**STANDARD STATEMENT of TERMS and CONDITIONS**

Attached to and made a part of the Letter Agreement and Proposal for Services dated September 1, 2023, between the AI Engineers, Inc. (CLIENT) and D'Amico Engineering Technology, Inc. (DEtec/Consultant), in respect of the Project (PROJECT) described therein.

**BILLINGS/PAYMENTS:** Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date or ten (10) day after the receipt of payment from the client. Client is required to pay the total fee amount prior to the release of the final service and/or deliverable of goods including drawings, reports, or plans. All billings over sixty (60) days past due will be subject to interest charges of 1.5% compounded monthly on the unpaid balance. Payments on account will be credited to first to interest and then to principal. In the event of disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be promptly paid. DEtec, after written notice to the client for non-payment, may choose to suspend services without further notice and will assume no liability to Client for delay or damage caused client because of such suspension of services. If Client fails to make payment to DEtec in accordance with the payment terms herein, shall constitute a material breach of this Agreement and shall be cause for termination by DEtec. Payment of invoices to DEtec are the sole responsibility of the signatory of this Agreement and is not subject to third party agreements.

**REIMBURSABLE EXPENSES:** REIMBURSABLE expenses are defined as follows and shall be invoiced at direct cost (invoice) for overhead. (1) Reproduction of documents. (2) Shipping and mailing expenses. (3) Any other disbursements, application fees, etc., made on behalf of the client.

**SATISFACTION WITH SERVICES:** Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

**SUSPENSION OF SERVICES:** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon ten (10) calendar days notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and in the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

**INDEMNIFICATIONS:** (1) The Client agrees to hold harmless and indemnify the Engineer (DEtec) for and against all claims, damages awards and costs of defense arising out of delays in the Engineer's performance resulting from events beyond the Engineer's control. (2) Whereas job-site safety conditions are the sole responsibility of the Contractor, the Client agrees to hold harmless and indemnify the Engineer for and against all claims, damages, awards and costs of defense arising out of claims related to job-site safety. (3) The client agrees to hold harmless and indemnify the Engineer (DEtec) for and against all claims, damages awards and costs of defense arising out of the specification and use of materials that are permissible under current building codes but that may, in the future, be discovered to be defective or harmful or for the use of any materials specified by the client.

**DELAYS:** The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this agreement, such causes include but are not limited to, strikes or other labor disputes; severe weather or disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

**OWNER'S CONSULTANTS:** The Client agrees that the Consultant shall have no responsibility for any portion of the Project designed by other consultants engaged by the Client. The Consultant shall not be required to check or verify other consultant's construction documents or reports, and shall be entitled to rely on the accuracy and completeness thereof, as well as compliance of such documents or reports with applicable laws, codes, statutes, ordinances and regulations. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the Client.

**EXISTING CONDITIONS:** Inasmuch as the remodeling and/or rehabilitation of the existing structure/site requires that certain assumptions be made by the Engineer regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure/site, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, and sub consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out or in any way connected with this project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Engineer.

**HAZARDOUS MATERIALS:** In consideration of the potential risks to the Engineer in rendering its services in connection with the project due to the presence or suspected presence of hazardous materials at or near the jobsite, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause or causes of action of any kind, including but not limited to negligence, breach of contract or warranty, either express or implied, strict liability or any other causes, against the Engineer, or sub consultants, which may arise out of or may in any way be connected by the presence of such hazardous materials.

**INFORMATION PROVIDED BY OTHERS:** The Client and the Client's contractors and consultants shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

**MEDIATION:** In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**TERMINATION:** (1) This agreement between Client and Engineer may be terminated by either party upon (7) seven days written notice in the event of persistent failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party. (2) If this agreement is terminated during the course of performance of the work, the Engineer shall be paid the reasonable value of the services performed during the period prior to the effective date of termination of the agreement. (3) In the event of termination, the Engineer shall be paid all termination expenses resulting there from. (4) If, prior to termination of this agreement, any work designed or specified by the Engineer during any phase of the work is suspended in whole or in part for more than three months or abandoned after written notice from the Client, the Engineer shall be paid for such services performed prior to receipt of such notice.

**CONSTRUCTION PHASE SERVICES:** It is understood that the purposes of any such services (including site visits to the site) will be to enable DEtec to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of the Contractor (s) will generally conform to the contract documents and that the integrity of the of the design concept has been preserved by the contractor. The presence of DEtec employees on site shall not relieve the contractor of their duties and responsibilities. DEtec employees have no authority to exercise control over any construction contractor and both DEtec and the client agree that the contractor is responsible for job site safety.

**ELECTRONIC MEDIA:** Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of DEtec, the party receiving said files agrees that it will perform diligence as to the acceptance of the data within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred.

**CONTRACTOR PERFORMANCE:** It is the client's responsibility to hire the contractor, and it is the contractor to install and complete fully operable systems. Client agrees to pay DEtec 2.5 times direct labor costs for all its trouble-shooting work due to the contractor's inability to achieve satisfactory operation. Client shall hold harmless, defend and indemnify DEtec, its officers, agents, employees and consultants, from any and all liabilities, claims, damages and suits arising out of the negligence of said client or its agents, or liability due to the negligence of any contractor(s) performing any portion of the work and supplying any materials, or any other parties, except for any liability of DEtec, or its consultants, due to the sole negligence of DEtec, or its consultants.

23-1696 S

August 23, 2023

AI Engineers  
Attn: Mr. Kazem Farhoumand, P.E.  
10 Orms Street, Suite 320  
Providence, Rhode Island 02904

Subject: Proposal  
Geotechnical Engineering Services  
Proposed Culvert Crossing Replacement  
Mountaindale Road  
Smithfield, Rhode Island

Dear Kazem:

As requested, we have prepared this Proposal to provide explorations and geotechnical engineering services for the subject project. The purpose of our services is to explore subsurface conditions at the site in order to develop geotechnical recommendations for foundations and earthwork associated with the proposed construction.

### **SITE AND PROPOSED CONSTRUCTION**

We understand the proposed project consists of the replacement of an existing dual-pipe culvert conveying the Stillwater River beneath Mountaindale Road in Smithfield, RI. The existing culvert consists of a 60-inch and 72-inch diameter concrete pipes in poor to serious condition. The stone headwalls and wingwalls for the existing culvert have been observed to show signs of failure and loose stones. Undermining has occurred below the culvert pipes, and the southbound lane of Mountaindale Road has shown indications of settlement.

We understand that three options for replacement of the existing dual pipe culvert are proposed:

- Twin reinforced concrete box culvert system
- Single span bridge supported by integral abutments
- 3-sided precast concrete culvert.

All culvert replacement options include either the improvement or replacement of the stone headwalls and retaining walls. It is anticipated that the final grades of Mountindale Road will remain similar to existing conditions.

### **ANTICIPATED SUBSURFACE CONDITIONS**

Based on available soils maps, subsurface conditions are likely to consist of fill overlying alluvial deposits of sand and fine deposits of silt and clay. Groundwater is anticipated to be within 10 feet of ground surface.

### **SCOPE OF SERVICES**

Aldinger and Associates, Inc. (AAI), a division of S. W. Cole Engineering, Inc. (S.W.COLE) will undertake a subsurface exploration program, provide soils laboratory testing and evaluate the subsurface findings relative to foundations and earthwork associated with proposed construction. Our findings and geotechnical recommendations will be provided in a written report.

Exploration and Testing: AAI will coordinate and observe an exploration program consisting of one or two days of drilling, including up to 4 test borings. The test borings will be advanced to depths of 20 to 50 feet or refusal, if shallower. The borings will be sampled at 2 to 5-foot using a split-spoon sampler and Standard Penetration Testing procedures. If bedrock is encountered within the design boring depth, a 5 foot rock core will be performed in an attempt to confirm the presence and condition of bedrock.

We will pre-mark the exploration locations at the site and notify Dig Safe to mark-out member utilities. We request that you furnish to AAI a dimensioned plan identifying the type and location of underground utilities and/or other manmade objects beneath the site. AAI will determine the need to engage a private utility locator to mark-out underground utilities and/or other manmade objects in the immediate vicinity of proposed subsurface explorations. Neither AAI nor its subcontractors shall be responsible for any loss arising from damage to or contact with buried utilities and/or other manmade objects that were not brought to the attention of AAI prior to commencement of AAI's exploration program.

Permitting: AAI will coordinate with the Town of Smithfield to obtain a street opening permit as necessary. It is our understanding that permitting fees will be waived and are not included in our fee.

Traffic Control: AAI will coordinate with the Town of Smithfield to obtain a police detail to provide traffic control during the drilling operation. It is our understanding the police detail will be billed directly to the Town of Smithfield.

Laboratory Testing: We will perform soil gradation and moisture content tests as necessary to assist in our geotechnical evaluation.

Analysis & Report: We will evaluate the subsurface findings relative to foundations and earthwork associated with the proposed construction. Our findings will be presented in a written report including:

- Summary of Subsurface Conditions (soil, bedrock and groundwater)
- Excavation and Dewatering Considerations
- Recommendations for Subgrade Preparation
- Geotechnical Parameters for Box Culvert, 3-sided Culvert or Integral Foundations
  - Frost Depth
  - Factored Soil Bearing Capacity
  - Base Friction Factor
  - Backfill Unit Weight
  - Lateral Earth Pressure Coefficients
  - Seismic Soil Site Class (AASHTO 2012)
- Construction Considerations for Culvert Replacement Options
- Recommendations for Backfill and Compaction
- Suitability for Re-Use of Site Soils

An exploration location plan, boring logs and laboratory test results will be attached to our report. Our report will be provided in reproducible portable document file (pdf) format.

## **SCHEDULE**

Based on current drill schedules, we anticipate that test borings can begin within about 3 to 4 weeks following written authorization. We will deliver our report within about 3 weeks

following completion of test borings. We will provide preliminary findings and design information as needed ahead of our report submission.

### **BUDGET AND COMPENSATION**

Aldinger & Associates, Inc. will charge a lump sum fee of \$17,500 for two days of subcontracted test borings, soils laboratory testing, geotechnical evaluation and report preparation. If conditions allow and only one day of soil borings are required to characterize the site conditions, then the lump sum fee will be reduced to \$13,000.

Private utility locating services will be charged as an additional fee of \$300 per hour. Permits and traffic control will be charged as additional fees plus 15% mark-up, if deemed necessary.

### **TERMS AND CONDITIONS**

It is understood that services provided by Aldinger & Associates, Inc. are subject to our attached Terms and Conditions. To confirm our understanding, please return a signed copy of this Proposal for our files. The signed Proposal will constitute our contract.

We look forward to being of assistance to you with this project.

Sincerely,

**Aldinger & Associates, Inc.**



Paul B. Aldinger, P.E. Ph.D.  
Principal Geotechnical Engineer



Timothy J. Boyce, P.E.  
Vice President

**Contract Acceptance**

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

RSL:pba/tjb



## **Aldinger & Associates Terms and Conditions**

The following Terms and Conditions, together with the attached Proposal or Agreement (Agreement) constitute the terms of the agreement between Aldinger & Associates, a division S. W. Cole Engineering, Inc. (S.W.COLE) and the party that authorizes performance of services (Client) with respect to the performance of any services.

### **1. Scope of Services**

S.W.COLE shall perform the services described in the attached Agreement, and “services” referenced herein refer to these services.

### **2. S.W.COLE’s Responsibility**

- 2.1 Perform services in accordance with the attached Proposal/Agreement.
- 2.2 Perform services in a manner that is consistent with other similar firms providing similar services in the same geographic area at the time services are rendered.
- 2.3 Comply with federal, state and local laws in so far as applicable to the services contemplated under this Agreement.
- 2.4 Maintain professional licenses necessary for the performance of services.
- 2.5 Inform Client of changes in conditions or circumstances that could impact the cost or timing of services.
- 2.6 Pay all applicable employment taxes and benefits for S.W.COLE’s employees.

### **3. Client Responsibilities**

- 3.1 Furnish to S.W.COLE, as needed for performance of S.W.COLE’s services, the following. Client acknowledges that S.W.COLE has the right to reasonably rely on information provided.
  - 3.1.1 any existing data, including, without limitation, borings, probings and subsurface explorations, environmental reports, laboratory tests, and other data relative to site exploration, design or construction of the project;
  - 3.1.2 property boundary, easement, right-of-way, topographic and utility surveys, other information depicting existing subsurface utilities and structures, and property descriptions.
- 3.2 Give prompt written notice to S.W.COLE whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of S.W.COLE’s services.
- 3.3 Arrange for S.W.COLE, its agents, subcontractors and representatives to have safe access to the site and buildings thereon, and other locations as required, at reasonable times throughout the performance of the services.
- 3.4 Acknowledge that S.W.COLE is a corporation and agree that any claim made by the Client arising out of any act or omission of any present or past officer or employee of S.W.COLE in the execution or performance of this Agreement, shall be made against S.W.COLE and not against such officer or employee.

### **4. Insurance**

S.W.COLE maintains worker’s compensation insurance of a form and in the amount required by state law. S.W.COLE maintains general liability, automobile liability and professional liability coverage. Certificates for insurance coverage will be provided to the Client upon request and S.W.COLE will promptly notify the Client of any impending change in coverage. S.W.COLE shall comply with Client’s reasonable requests for special endorsements, additional limits, additional coverages, et al., providing these are available to S.W.COLE, and Client remunerates S.W.COLE for the cost thereof.

### **5. Engagement of Laboratories and Others**

If so requested or agreed by the Client, S.W.COLE will engage the services of laboratories, drillers, testing firms and subconsultants (third parties) to perform suitable aspects of the services. Invoices for such third-party services will be reviewed for accuracy and completeness by S.W.COLE. If acceptable, payment to these third parties will be made directly by S.W.COLE. S.W.COLE will recommend the use of such third parties with reasonable care but does not guarantee their

services and will not be liable for their errors or omissions.

## **6. Billing and Payment**

- 6.1 The Client shall pay S.W.COLE in accordance with the rates and charges set forth in this Agreement or otherwise agreed upon. S.W.COLE will generally submit invoices for services rendered and expenses incurred during the previous period on a four (4) week periodic basis. For projects billed at unit rates, reimbursable expenses (e.g., mileage, tolls, lodging, supplies) will be invoiced at cost plus 5 percent; unless otherwise set forth in the Agreement, subcontracted services (e.g., explorations or laboratory testing) will be invoiced at cost plus 15 percent.
- 6.2 Payment will be due upon receipt of S.W.COLE's invoice. Payments due S.W.COLE and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month (18 percent per annum). If S.W.COLE is compelled to take action to collect past due payments, the Client will reimburse S.W.COLE for all costs and expenses of collection, including without limitation all court costs and reasonable attorney's fees.
- 6.3 If the scope of the project or of S.W.COLE's services is changed materially, the amount of compensation shall be equitably adjusted between the Client and S.W.COLE.
- 6.4 If the project is suspended or abandoned in whole or part, S.W.COLE shall be compensated for all services performed prior to receipt of written or oral notice from the Client of such suspension or abandonment, together with other expenses then due and project closeout costs. If the project is resumed after being suspended for more than three (3) months, S.W.COLE's compensation shall be equitably adjusted between the Client and S.W.COLE.
- 6.5 Provided that S.W.COLE gives Client thirty (30) calendar days' written notice about the additional amounts involved, S.W.COLE shall have the right to increase the compensation payable by Client to S.W.COLE if performance of this Agreement extends beyond twelve (12) months.
- 6.6 No deductions shall be made from S.W.COLE's compensation on accounts or sums withheld from payments to contractors, nor shall payment to S.W.COLE be contingent upon financing arrangements or receipt of payment from any third party.
- 6.7 If the Client fails to make payment when due S.W.COLE for services and other expenses, S.W.COLE may, upon seven (7) days' written notice to Client suspend performance of services under this Agreement. Unless payment in full is received by S.W.COLE within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, S.W.COLE shall have no liability to Client for delay or damage caused to Client or others because of such suspension of services.

## **7. Ownership of Instruments of Service**

Plans, specifications, reports, boring logs, calculations, field data, field notes, laboratory and field test data, estimates, and similar documents and materials (other than samples) prepared by or for S.W.COLE as instruments of service are S.W.COLE's property. S.W.COLE shall retain these instruments of service for three (3) years following submission of project deliverables, during which period S.W.COLE's instruments of service will be made available for Client's review at any reasonable time. If Client wants S.W.COLE to retain instruments of service for a longer period, Client shall notify S.W.COLE in writing before expiration of the retention period otherwise prevailing. Client shall remunerate S.W.COLE for additional storage at a fee agreed to by S.W.COLE and the Client. Any reuse or modification of any such documents by Client, without S.W.COLE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold S.W.COLE harmless from all claims; damages; and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through the Client.

## **8. Limitation of Remedies**

Client and S.W.COLE have discussed the risks and rewards associated with this project, as well as S.W.COLE's fee for services. Client and S.W.COLE agree to allocate certain of the risks so that, to the fullest extent permitted by law, S.W.COLE's total aggregate liability to Client is limited to \$50,000.00 or the fee of S.W.COLE, whichever is greater, for any

and all injuries, damages, claims, losses, expenses or claim expenses (including attorneys' fees) arising out of this Agreement based on any cause or under any theory of liability. Such causes or legal theories include, but are not limited to, S.W.COLE's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, and claims for indemnification or contribution. It is intended by the parties that this provision shall apply to the obligations set forth in Paragraph 10 of this Agreement. Client further expressly agrees that unless otherwise mutually agreed to in writing by both parties, all subsequent work performed by S.W.COLE on behalf of Client concerning the property covered by this Agreement will be pursuant to an addendum to this Agreement. This Limitation of Remedies clause will extend to, and applies to, all subsequent work performed by S.W.COLE and/or its subcontractors for Client for this property.

In the event Client does not wish to limit S.W.COLE's liability for this work, or subsequent work done under this project number, to the greater of \$50,000 or S.W.COLE's fee, S.W.COLE may agree to a higher limitation of remedy if the parties mutually agree in writing to an increase in S.W.COLE's fee because of the higher risk S.W.COLE may assume. Otherwise, this clause shall remain in effect.

### **9. Subsurface Risks**

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel who function in accordance with a professional standard of practice, may fail to detect certain conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that S.W.COLE inferred to exist between sampling points may differ significantly from those that actually exist. The Client will not hold S.W.COLE responsible for such special risks.

### **10. Indemnification and Hold Harmless**

Subject to all otherwise applicable statutes of limitations and repose, and the provisions set forth in Section 8 above, S.W.COLE agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless for all claims, damages and causes of actions, to the extent such claims, damages and causes of action are caused by S.W.COLE's negligent acts, errors, or omissions.

Client agrees to indemnify and hold S.W.COLE, its past and present directors, shareholders, employees, and assigns harmless for all claims, damages and causes of actions, against S.W.COLE related to the performance of the services in connection with this project, unless such claims are based on or arise out of S.W.COLE's negligent acts or omissions.

### **11. Construction Phase Responsibilities**

11.1 Definitions: Test(s) or Testing are defined herein as measurement, examination and other activities to assess the characteristics or performance of materials. Observation or Observe are defined herein as the act of visual evaluation, based on S.W.COLE's professional judgement, to evaluate general conformance with project requirements. Inspect or Inspection is defined herein as the visual determination of general conformance with specific project requirements. Contractor is defined herein as the general contractor as well as their subcontractors or subconstructors of any tier, retained to perform construction work on the project for which S.W.COLE is performing services under this Agreement.

11.2 No Control Over Contractor's Work: When S.W.COLE's services include the performance of any services during the construction phase of the project (including any visits to the site) S.W.COLE shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's work or schedule nor shall S.W.COLE have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. S.W.COLE does not guarantee the performance of the

construction contract by the Contractor(s) and does not assume responsibility for contractor's failure to furnish and perform its (their) work in accordance with the contract documents.

- 11.3 Submittal Review: If S.W.COLE's contract with the Client so requires, S.W.COLE shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. S.W.COLE's review or other actions, as described above, shall not relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.
- 11.4 Variation of Materials Characteristics and Conditions: Observations and standardized sampling, inspection, and testing procedures indicate conditions of materials and construction activities only at the precise location where and precise time when S.W.COLE performed Services. Client recognizes that conditions of materials and construction activities at other locations may vary from those measured, observed, or inspected, and that conditions at one location and time cannot be relied on to indicate the conditions at other locations and times, even when the materials involved appear to be identical. Notwithstanding the foregoing, S.W.COLE may make inferences based upon the information derived from these procedures to formulate professional opinions about conditions in other areas. S.W.COLE is responsible only for those data, interpretations, and recommendations about the actual materials and construction activities it observes, inspects, samples, or tests. Even if performed on a continuous basis, services do not and should not be interpreted to mean that S.W.COLE is observing, inspecting, or testing all materials on the project. S.W.COLE is not responsible for other parties' interpretations or use of the information S.W.COLE developed.
- 11.5 Scheduling and Frequency of Observations: Client acknowledges that Client, directly or indirectly through its designee, has the sole right and sole responsibility to determine the extent, frequency, and scheduling of observations, inspections, and testing performed by S.W.COLE. Accordingly, Client also acknowledges that S.W.COLE bears no responsibility for damages that may accrue because S.W.COLE did not perform observations, inspections, or testing that Client failed to request or schedule.
- 11.6 Sampling, Observation, Inspection and Test Locations: Unless specifically stated otherwise, the scope of services intentionally excludes surveying the project site or precisely identifying sampling, observation, inspection, or test locations, depths, or elevations. In accordance with customary practice, S.W.COLE will base sampling, observation, inspection, and test locations, depths, and elevations on field estimates and information furnished by Client and its representatives. Unless stated otherwise in S.W.COLE's report(s), such locations, depths, and elevations are approximate.
- 11.7 No Responsibility for Site Safety: Client agrees that S,W, COLE shall have no responsibility for site safety under any circumstances.

## **12. Delays**

Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, criminal or malicious acts if by third parties, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the project, and cyber security events or attacks, including but not limited to ransomware, denial-of-service (DoS), distributed denial-of-service (DDoS), man-in-the-middle (MitM), phishing, data extortion, malware, and other cyber security events or attacks. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services under the Proposal for the specific project. Delays within the scope of this provision

which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

### **13. Hazardous Substances**

- 13.1 The Client warrants that the Client has informed S.W.COLE of any hazardous substances which may be present if the Client has knowledge or has any reason to assume or suspect that hazardous substances may be present at the subject property.
- 13.2 If during the course of the investigation hazardous substances are encountered, S.W.COLE retains the right to suspend work immediately unless S.W.COLE and the Client agree upon amendments to the contract which include provisions for revision of the scope of services, adjustment of budget estimates, and revised terms and conditions. If an amended Agreement is not made between the Client and S.W.COLE within seven (7) days of S.W.COLE's notice of suspension of work, further work under the contract will be terminated. The Client shall pay all fees and charges incurred under the provisions of the proposal through the date of termination.
- 13.3 The Client agrees to compensate S.W.COLE for the cost of decontamination of equipment, replacement of equipment, or other costs incident to the discovery of hazardous substances.
- 13.4 The Client agrees that samples, drill cuttings and other objects containing hazardous substances are not the responsibility of S.W.COLE. The Client agrees that the contaminated samples, contaminated drill cuttings, and other contaminated materials are the responsibility of the Client and are to be disposed of through arrangements selected and made by the Client.
- 13.5 The Client agrees that, in the event S.W.COLE does not discover hazardous substances at the subject site, it is understood that S.W.COLE cannot maintain that no hazardous substances exist at the subject site.
- 13.6 The Client recognizes the Client's responsibility to inform the property owner, if the property is not owned by the Client, of the discovery of hazardous substances or suspected hazardous substances. The Client further recognizes the Client's responsibility to make any disclosures of the discovery of hazardous substances or suspected hazardous substances required by law to the appropriate governing agencies.
- 13.7 The Client waives any claim against S.W.COLE and agrees to defend, indemnify, and save S.W.COLE harmless from any claim or liability for injury or loss of any type arising from the following. The Client shall remain liable for and shall pay all fees and charges incurred by S.W.COLE in defense of any such claim.
- S.W.COLE's discovery of hazardous substances or suspected hazardous substances, including any costs caused by delay of the project and any cost associated with possible reduction of the property's value.
  - All consequences of disclosures made by S.W.COLE which are required by governing law.
  - The application of a joint and several liability concept that would in any manner hold or seek to hold S.W.COLE responsible for creating a hazardous condition or permitting one to exist.
  - Cross contamination caused by sampling.
  - S.W.COLE's failure to detect hazardous sub-stances through techniques consistent with other professionals performing similar services in the geographic area at the time that the services are performed.

### **14. Oral Acceptance of Agreement**

This Agreement's Terms and Conditions, of which this provision is a part, have been established in large measure to allocate certain risks between Client and S.W.COLE, and S.W.COLE will not initiate service without formal agreement on Terms and Conditions set forth in this Agreement. For purposes of convenience, Client may choose to accept this Agreement orally or to orally authorize S.W.COLE to initiate services. In that event, Client specifically agrees that, as a material element of the consideration S.W.COLE requires to execute the services indicated herein, oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of this Agreement. Unilateral modification of this Agreement subsequent to S.W.COLE's initiation of service is expressly prohibited. Furthermore, all preprinted terms and conditions on Client's purchase order or S.W.COLE's purchase order acknowledgement form are

inapplicable to this Agreement and S.W.COLE's involvement in Client's project.

## **15. Claims and Dispute Resolution**

15.1 Certificate of Merit: Client shall refrain from filing a professional negligence or negligent misrepresentation claim against S.W.COLE, either directly or via a third-party claim, until Client provides to S.W.COLE a certificate of merit prepared and signed by an independent consultant currently practicing the same discipline as CONSULTANT and licensed in the project state. To be valid, the certificate of merit shall identify: 1) the name, business address, telephone number, and license number of the individual completing the certificate of merit; 2) the method that the individual used to identify the standard of care against which S.W.COLE's performance was evaluated; and 3) each error or omission the certifier contends is a violation of the standard of care and what S.W.COLE should have done to have maintained the standard of care. Said certificate shall be presented to S.W.COLE at least thirty (30) calendar days before the filing of any claim or initiation of any judicial or arbitration proceeding against S.W.COLE.

15.2 Dispute Resolution: Any claim, dispute or other matter in question arising out of or related to this agreement shall be subject to a meet and confer session as a condition precedent to mediation. The meet and confer session shall be attended by members senior management of the Client and S.W.COLE who shall have full authority to bind their respective party with respect to the claim, dispute or other matter in question. The meet and confer session shall take place within 30 days after a request by either party unless the parties mutually agree otherwise. If the parties reach a mutually acceptable resolution, they then shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation in accordance with this agreement.

If the parties cannot reach a mutually acceptable resolution through the meet and confer session, S.W.COLE and Client agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of this date of this Agreement, except that this section shall not limit S.W.COLE's right to pursue all legal remedies for collection of its invoices.

If mediation is unsuccessful in resolving the dispute, the parties agree that the dispute will be resolved through litigation in a court of competent jurisdiction.

15.3 Consequential Damages: Client shall not be liable to S.W.COLE and S.W.COLE shall not be liable to Client for any consequential damages incurred by either due to the fault of the other, regardless of: the nature of this fault; or whether it was committed by Client or S.W.COLE, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

## **16. Miscellaneous**

16.1 This Agreement shall be governed and construed in accordance with the laws of the state in which the project is located.

16.2 Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of the Agreement or for any other purpose.

16.3 The Client and S.W.COLE respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor S.W.COLE shall assign, sublet or transfer any interest in this Agreement without the written consent of the other. This section

- shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between parties.
- 16.4 This Agreement represents the entire and integrated agreement between the Client and S.W.COLE and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and S.W.COLE.
- 16.5 Where the services include subsurface explorations, the Client acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or property at the site and Client accepts that risk. Provided that S.W.COLE uses reasonable care, S.W.COLE shall not be liable for such alteration or damage. Prior to drilling or digging on the Site, Client will furnish documents or other information to S.W.COLE that allows it to properly identify the type and location of utility lines and/or other manmade objects beneath the Site's surface. S.W.COLE will take reasonable precautions to avoid damaging man-made objects, which may include engaging a subcontractor on Client's behalf to locate manmade objects prior to drilling or digging on the Site. Client shall, to the fullest extent permitted by law, waive any claim against S.W.COLE, and indemnify, defend and hold S.W.COLE harmless from any claim or liability for injury or loss arising from damage to or contact with buried utility lines or other buried manmade objects that were not called to S.W.COLE's attention or which are not properly identified, marked or represented on drawings furnished to S.W.COLE.
- 16.6 The proposed language of any certificates, affidavits or certifications requested of S.W.COLE or S.W.COLE's consultants shall be submitted to S.W.COLE for review and approval at least fourteen (14) days prior to execution. The Client shall not request certification and/or affidavits that would require knowledge or services beyond the scope of this Agreement or beyond the professional qualifications and engineering experience of S.W.COLE.
- 16.7 Any estimates or opinions of project or construction quantities and costs are provided by S.W.COLE on the basis of S.W.COLE's experience and represents its best judgment. Since S.W.COLE has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual project costs or construction costs will not vary from any estimates or opinions of costs prepared by S.W.COLE.
- 16.8 Samples for materials testing projects will be disposed of after laboratory test results have been reported. For other types of projects, S.W.COLE will dispose of all soil, rock, and other samples ninety (90) days after submission of S.W.COLE's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case S.W.COLE will ship such samples to the location designated by Client, at Client's expense. S.W.COLE may, upon written request, arrange for further storage of samples at mutually agreed storage charges. S.W.COLE will not give Client prior notice of intention to dispose of samples. S.W.COLE will not be responsible for disposing of contaminated samples.
- 16.9 In the course of providing services to the Client, the Client may request S.W.COLE to communicate directly with other individuals or firms involved with the project. It is understood that any such direct communication with third parties is done as a convenience to and for the sole benefit of the Client and is an extension of S.W.COLE's services to the Client. The Client expressly agrees that S.W.COLE's services, including these third-party communications are provided for the exclusive use of the Client and the Client understands and agrees that only the Client shall have a right to rely on documents, interpretations, opinions, recommendations or conclusions provided by S.W.COLE, or any consultation given in connection with S.W.COLE's services. In the event that Client requests that S.W.COLE communicate directly with a third party, including but not limited to, architects, engineers, other designers, or contractors, regarding our services, provides S.W.COLE's instruments of service to such third parties, or Client requests that S.W.COLE review the designs of such third parties, Client agrees to indemnify and hold S.W.COLE harmless from claims brought against S.W.COLE by those third parties arising out of or related to their use of documentation or other information provided by S.W.COLE.



# Town of Smithfield

64 FARNUM PIKE

PLANNING DEPARTMENT

Telephone (401) 233-1017

Fax (401) 233-1091

November 22, 2023

**TO:** Smithfield Town Council

**FROM:** Michael Phillips, Director of Planning & Economic Development

**RE:** RIDEM Grant Application for Pickle Ball Courts at Willow Field

The Planning Department along with the Recreation Department and the Town's grant writer are preparing RIDEM Recreation Acquisition & Development Grant applications. The application being considered under the Large Grant Category includes:

1. Development of Pickleball Courts at Willow Field under the Large Grant Category (\$400,000 Max Grant).

The Willow Field project will involve replacing the existing tennis court surface with a new pickleball play surface and net standards for 8 pickleball courts. The cost estimate for the eight (8) pickleball courts is \$500,000 and the in-kind and cash match would be \$100,000.

There is a public participation component to the grant that requires the municipality to review the application at a duly noticed public meeting.

**Recommended Motion:** That the Smithfield Town Council adopts a resolution authorizing the Town Manager to submit a Large Grant application for the development of Pickleball Courts and at Willow Field for \$500,000 under the RIDEM Recreation Acquisition and Development Grant round as detailed above.

Attachments:

Willow Field Pickleball Courts – Map, Layout, Quote and Resolution

# RESOLUTION

- WHEREAS:** funding is available under the Rhode Island Recreation Acquisition and Development Grants program, administered by the Department of Environmental Management, Division of Planning and Development; and
- WHEREAS:** the Governor of the State of Rhode Island has authorized the Director of said department to provide funding equal to 80% of the costs to develop or renovate recreation facilities; and
- WHEREAS:** that a funding application in the amount of \$500,000 has been prepared by the Planning Department for the development of a Pickleball Courts at Willow Field; and
- WHEREAS:** the Town of Smithfield will provide \$100,000 in matching funds and in-kind services for the proposed improvements.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD:**

That Randy R. Rossi, is hereby authorized and directed to file a Recreation Acquisition and Development grant application to fund construction of (8) new Pickleball Courts with the RIDEM, to provide any additional information or documents required by said office, to make any assurances required in connection with this program, to execute an agreement with the State of Rhode Island and to otherwise act as the representative of the Town of Smithfield in all matters relating to this application and any award which may be based upon this application.

Passed as a Resolution of the Smithfield Town Council this 5<sup>th</sup> day of December, 2023.

In witness whereof I have hereunto  
Set my hand and affixed the official  
Seal of the Town of Smithfield this  
Day of December 2023.

by the Smithfield Town Council

---

Lyn Antonuccio, Town Clerk

---

T. Michael Lawton, President  
Smithfield Town Council



CONTINENTAL RD

SUTTON ST

WILLOW RD

*Willow Field*

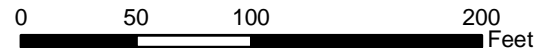
Proposed Pickleball Court  
Approx. 128' x 200' (pavement area)

**Willow Field  
Proposed Pickleball Court  
and Inclusive Playground Area**



SOURCE: Nicole Chellel, Engineering Aide/GIS Specialist, Engineering Department, Town of Smithfield, RI  
Revised October 2021.

DISCLAIMER: This map is not a product of a Professional Land Survey. It was created by Smithfield Engineering & GIS for general reference, informational, planning or guidance use and is not legally authoritative source as to the location of natural or manmade features. The Town of Smithfield makes no warranty, express or implied, related to the spatial accuracy, reliability, completeness, or currentness of this map.



PROJECT PICKLEBALL COURTS

DATE

LOCATION

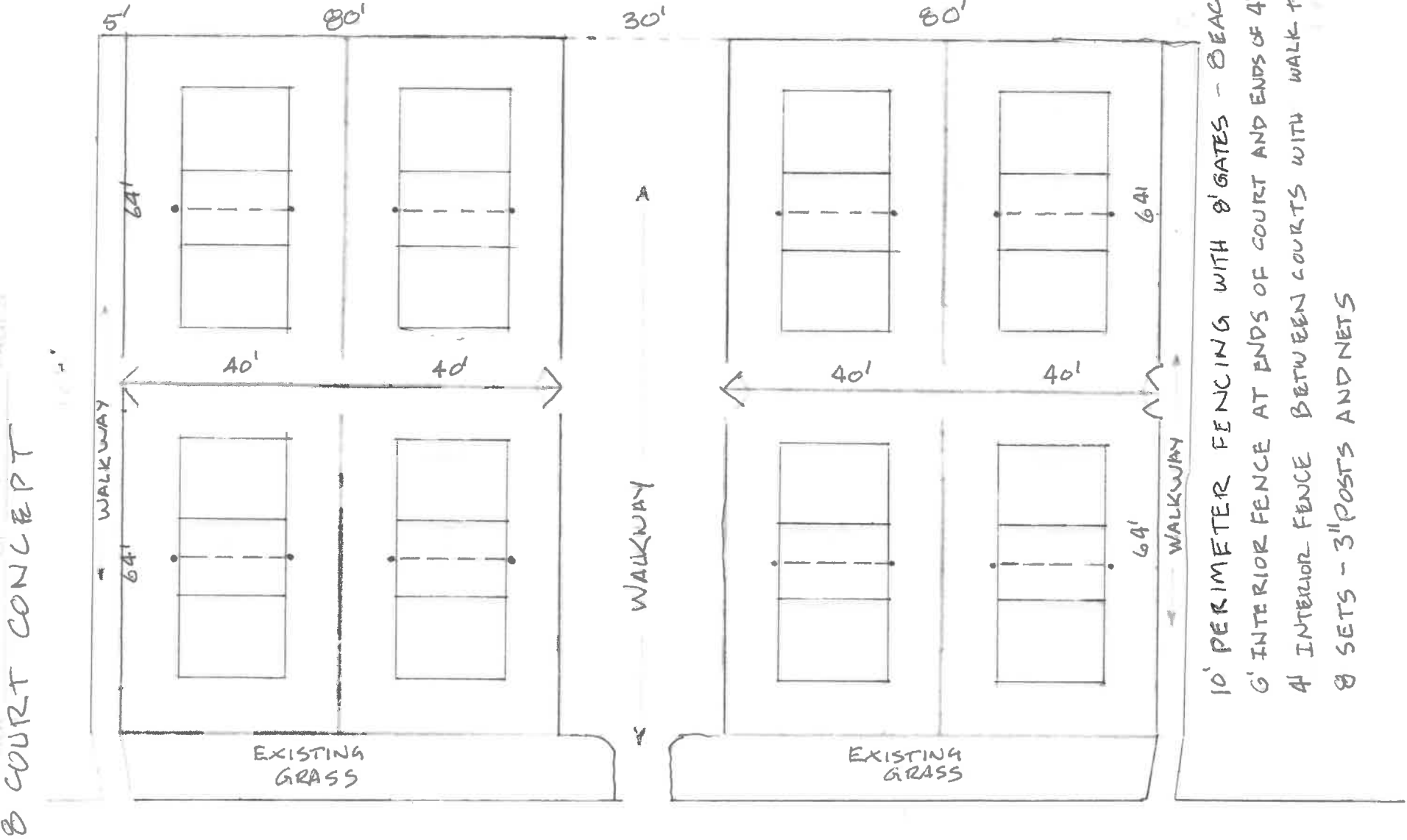
WILLOWFIELD SMITHFIELD, RI

PAGE

OF

PAGES

8 COURT CONCEPT



- 10' PERIMETER FENCING WITH 8 GATES - BEACH
- 6' INTERIOR FENCE AT ENDS OF COURT AND ENDS OF 4' FENCE
- 4' INTERIOR FENCE BETWEEN COURTS WITH WALK THROUGH
- 8 SETS - 3" POSTS AND NETS



- PAVEMENT AREA  
128' x 200'
- COLOR COAT  
128' x 80'  
128' x 80'
- LINE STRIPING  
8 COURTS

EXISTING PARKING AREA

DATE: 10/1/2014

**BUDGET SHEET - 2024 RECREATION DEVELOPMENT GRANT APPLICATION:**

Instructions: Complete unshaded areas below. Enter itemized elements in the Description column and estimated costs in Column A, then enter proposed funding sources in Columns B thru F. Box (I) must equal at least the amount in Box (H). Modify the table as needed.

DESCRIPTION	TOTAL ESTIMATED COSTS (A)	PROPOSED FUNDING SOURCES (B - F)				
		GRANT	MATCHING SOURCES			
		DEM Recreation Grant (B)	Local Appropriation (C)	Local In-Kind Services & Equipment (D)	Other Funding (Specify) (E):	Other Funding (Specify) (F):
<i>Planning:</i>						
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Design &amp; Engineering:</i>						
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Permit Plans &amp; Fees:</i>						
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Site Preparation/Demolition: (Grading, etc.)</i>						
Remove and dispose of existing pavement structure	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$0.00
Level and rough grade 200' x 128' area	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
<i>New Construction: (Installation, etc.)</i>						
Furnish and install sound attenuating fence panels	\$0.00	\$13,120.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Renovation Construction: (Removal &amp; installation, etc.)</i>						
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>New Equipment &amp; Materials: (Playground equipment, etc.)</i>						
Finish grade and pave 20,480 sq.ft. Pickleball court area	\$0.00	\$70,200.00	\$0.00	\$0.00	\$0.00	\$0.00
Supply and install (8) complete Pickle Ball Courts including pavement coating, paint, nets, posts and striping	\$0.00	\$302,400.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Hardscape: (Pavement, walkways, parking, fencing, etc.)</i>						

DESCRIPTION	TOTAL ESTIMATED COSTS (A)	PROPOSED FUNDING SOURCES (B - F)				
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Landscaping: (Plantings, etc.)</i>						
Furnish and install landscaping around court	\$0.00	\$0.00	\$25,000.00	\$11,500.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Site Amenities: (Benches, tables, bike racks, trash receptacles, etc.)</i>						
(4) Cabana Benches	\$0.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00
(4) trash receptacles	\$0.00	\$2,280.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Signage:</i>						
Parking & courts rules	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00
<i>Other: (Lighting, electrical, etc.)</i>						
Purchase and Install Security Lighting for Courts and Parking Area	\$0.00	\$0.00	\$15,000.00	\$11,500.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$0.00</b>	<b>\$400,000.00</b>	<b>\$42,000.00</b>	<b>\$58,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
		\$100,000.00				
	<b>20% Minimum Match Required for DEM Grant* (H)</b>	\$100,000.00				
<b>Total Project Cost</b>		<b>\$500,000.00</b>				
*20% Minimum Match Calculation: (grant amount ÷ 0.8) – grant amount - Minimum Required Match						



**NU-LOOK SEAL COATING COMPANY, INC.**

Phone: 401-232-0795 Fax: 401-232-7570  
 www.nulookinc.com RICRB # 13445  
 PO Box 17306 Smithfield, RI 02917

# Proposal

Date	Estimate #
11/20/2023	17065

<b>Billing Address</b> Town Of Smithfield 64 Farnum Pike Smithfield RI 02917 attn: Charlie	<b>Jobsite location:</b> Town Of Smithfield Willow Field Smithfield, RI 02917 attn: Charlie
--	---

P.O. No.	Phone Number	Terms	Alternate Phone Number	Rep
	401-233-1035	40% down 60% on completion		Dan

Description of work	Total
<p>Asphalt paving - 2 lifts                      Area to include: Approx. 20,480 sf ( two pickle ball courts)</p> <p>Fine grade and pave +/- 1.5" of gravel then pave three inches of asphalt are to be laid within this area in total as follows: 1.5" of binder course asphalt will be laid via mechanical paver box over the fully prepared base gravel, to be properly compacted with a vibratory roller and/or compactor. 1.5" of finished course Class I hot bituminous asphalt will be laid via mechanical paver box over the binder course, for a total of 3", to be properly compacted with a vibratory roller and/or compactor.</p>	63,900.00

Please call Matt upon receipt of this estimate if you have any questions (401-413-5235)	<b>Total</b> \$63,900.00
---	--------------------------

All materials are guaranteed to be as specified. All work is to be completed according to specifications submitted, per standard practice. Any deviations from the above specifications involving extra costs will be executed only upon written request. Price is valid for 30 days from date of the estimate.  
 UPON ACCEPTANCE, A CONTRACT WILL BE MAILED TO YOU FOR YOUR SIGNATURE.

David Harris, President \_\_\_\_\_ Dan Brennan, G.M. \_\_\_\_\_

Matt Goudreau \_\_\_\_\_

# IF YOU CAN PLAY ON IT,



# WE CAN BUILD IT

Durability • Reliability

Playability • Engineered to Last



Tennis Industry Magazine Contractor of the Year —  
10 and Under Tennis (2011)



Hinding Tennis Courts, LLC • 24 Spring Street • West Haven, CT 06516 • p 203-285-3055

October 20, 2021

Bobby Caine  
Town of Smithfield-Willow Park  
1 William Jay Hawkins JR Trail  
Smithfield, RI  
401-349-0612  
rcaine@smithfieldri.com

*Re: Court Re-Construction Proposal*

Dear Bobby,

Thank you for considering Hinding Tennis for your recreational needs. It is our goal to provide you with the highest quality sport surfacing products and installation in the industry.

We at Hinding Tennis stand committed to excellence and it is our goal to provide you with the highest quality materials. As a current member of the American Sports Builders Association we are always up to date on the newest innovations and industry trends. Our goal is always to exceed your expectations and let the finished product speak for itself.

We know you have many options when choosing a sport-surfacing contractor, therefore we continually strive to provide the most competitive pricing without compromising the quality or workmanship.

All of us at Hinding Tennis thank you for the opportunity to provide you with this proposal and look forward to working with you in the future.

Sincerely,

*Vincent Rapuano*

Vincent Rapuano  
203-410-1270

[www.HindingTennis.com](http://www.HindingTennis.com)



### **PROCEDURE TO BE AS FOLLOWS:**

Furnish all materials, labor and insurance to perform the **HINDING TENNIS TENNIS COURT RECONSTRUCTION** of 8 New Post Tension 140' x 120' Pickleball Courts at Willow Park. PLEASE NOTE: Price does not include surveys, plans, design or drainage if needed, cleaning up on entrance roadway (growing grass and plantings) or tree removal.

### **Specifications of Services to be Provided:**

- 1. MOBILIZATION** - Mobilize the necessary equipment to perform the required work for your project as itemized below. This fee is associated with the work that is necessary to set up your job and organize the necessary equipment that is needed to load and mobilize to and from the job site each day.
- 2. GRADE** - Reclaim Existing asphalt and Re Grade to 1% pitch.
- 3. NET POSTS-** Furnish and install (8) sets of new net posts and nets.
- 4. PAVING** - Furnish and install two (2) asphalt lifts - each 1.5" for a total compaction of 3". First lift will be a class I binder mix and 2nd lift will either be a class II driveway mix or Tennis Court Mix. Establish 1% pitch on court to allow for proper drainage.
- 5. FENCE-** Furnish and install Black Vinyl ss 40, 9 ga fused bonded fence. 2 Gates and 1 leaf gate around perimeter of fence.
- 6. ACRYLIC COLOR COATING** - Furnish and install the (3) coat acrylic color coating surface system to entire area. The Hinding surfacing system consists of 1 resurfacer, 1 filler and 1 finish coat.
- 7. LINE STRIPING** - Layout and stripe all lines per USAPA. Apply one coat of acrylic Line primer. Once Line primer has cured apply One (1) coat of textured White Line Paint. This (2) two coat application provides sharp lines and greater durability and longevity. The line paint is textured.

Pricing as indicated below:

**Total Budgetary Cost:   \$319,200.00**

[www.HindingTennis.com](http://www.HindingTennis.com)



# ABOUT US



*“Over the years, Hinding Tennis has helped make GRSC a community club with the best hard court surfaces inside and out, as well as junior lines and stand alone courts, outdoor lighting and pickleball courts. They are a great partner in the tennis business.”*

— Sarah Boone, Owner, Guilford Racquet & Swim Club



Since **1994** the Team at Hinding Tennis, LLC has been building superior Recreational Courts for all types of surfaces. We specialize in Post Tension Concrete Courts and our patented Rubberized Cushion System is a very popular surface among many avid players.

Hinding prides itself on quality workmanship and retains over 90% of its work force each season; our crews are extremely knowledgeable and are some of the most experienced in the business.

From Har Tru to Post Tension Concrete to Tennis and Basketball Courts to Playgrounds and just about anything recreational, we offer only the best products and services. We are actively involved in the ASBA (American Sports Builders Association) and we are constantly on the cutting edge of new technology.

Our reputation speaks for itself and clubs, residential, parks, schools and municipalities count on us everyday.

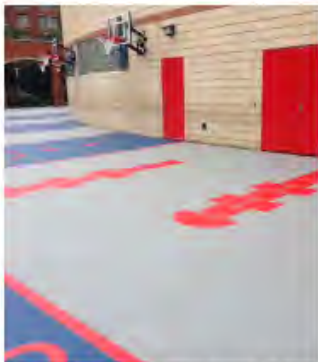
We can customize any job to any size, any color and any speed. Our customer service and sales representatives are extremely knowledgeable of all types of surfaces, coatings and building new courts. So please call us today for a free analysis of your project.



24 Spring Street • West Haven, CT 06516  
**203-285-3055 • [HindingTennis.com](http://HindingTennis.com)**

Official 10 and Under Tennis Court Installer

# REFERENCES



United Nations International School  
New York, NY



Westport, CT



Chelsea Piers, Stamford, CT



*If you can play on it, we can build it.*

Official 10 and Under Tennis  
Court Installer

24 Spring Street  
West Haven, CT 06516

203-285-3055

HindingTennis.com

COLLEGE	CITY, STATE	CONTACT	PHONE	SERVICE PERFORMED
Mitchell College	New London, CT	Bernadette Macca	860-701-5058	(4) Tennis Courts Reconstruction Project
US Coast Guard	New London, CT	Garrett Starainic	860-701-6324	(3) Tennis Court New Construction
Univ of Rhode Island	Kingston, RI	Valerie A. Villucci	401-874-2867	(8) New DecoTurf Tennis Courts
Drew University	Madison, NJ	Patti Smith	973-408-3510	Resurface & RiteWay (8) Tennis Courts
University of Connecticut	Storrs, CT	Evan Feinglass	860-426-1258	Resurface (6) Tennis Courts
P.S. 234	Brooklyn, NY	Magda Lenski	212-233-6034	10,500 sq ft Deco Acrylotex

## HOA

Timber Ridge	Mt. Kisko, NY	Bonnie Haber	516-625-9696	(1) Tennis Court Crack Repair & Coloring
Doral Farms	Stamford, CT	John Sullivan	203-967-8337	(2) Tennis Court Crack Repair & Coloring
Oakdale Woods	Wallingford, CT	Al Paolillo	203-671-7366	Resurface & RiteWay Crack Repair to (1) Tennis Court
Hale Farms Condominiums	Glastonbury, CT	Lisa Pericolosi	860-218-3050	Resurface (2) Tennis Courts

## RESIDENTIAL

Stovell	Fairfield, CT	Helen	203-255-6824	(1) Installation of PC 300 Overlay Cushion Court
Varshinsky	Greenwich, CT	Michael	203-550-2525	(1) Tennis Court Cushion Extreme
Smith	Dedham, MA	Tina	617-823-5600	(1) Tennis Court Cushion Extreme

## INDOOR CLUBS

Guilford Racquet Club	Guilford, CT	Sarah Boone	203-453-4367	(6) Cushion Extreme Tennis Courts
Chelsea Piers	Stamford, CT	Gigi Fernandez	203-989-1000	(7) Tennis Court Cushion Extreme & (2) 10 & Under Courts
Bennington Tennis Center	Bennington, VT	Richard Ader	212-581-4540	(3) Tennis Courts (2) 10 & Under, New Cushion Extreme
Longwood Covered Courts	Chestnut Hill, MA	Dick Sabin	617-566-9066	(2) Tennis Courts Cushion Extreme
New York Sports Club	Brooklyn, NY	Michael Phillips	718-643-4800	(2) Rooftop Tennis Courts Cushion Extreme
Manhattan Plaza Racquet Club	New York, NY	Skip Hartman	917-881-0489	Installation of 5 Cushion Extreme Courts
Mill Basin Health & Racquet Club	Brooklyn, NY	Billy Kruse	908-591-5444	Installation of 6 Cushion Extreme Courts

## MUNICIPALITY

City of New Haven	New Haven, CT	David Moser	203-946-8201	(7) Tennis and (4) 36' 10 & Under Courts Reconstructed
NYC Parks Dept	New York, NY	George Kroenert	718-760-6731	Multiple Locations Painted Games, Running Tracks
Town of Guilford	Guilford, CT	Rick Maynard	203-453-8068	Multiple Courts New Construction, Crack Repair and Coloring
Town of New Milford	New Milford, CT	Dan Calhoun	860-355-6050	(2) Tennis and (2) Basketball Reconstruction
Town of Cresskill	New Jersey	Steve at SCS	201-563-9117	(2) Basketball Court Resurfacing
Town of Oakland	New Jersey	Dave Simin	201-327-1002	(6) Tennis Court Resurfacing
Town of New Canaan	New Canaan, CT	Steve Benko	203-594-3605	(7) New Post Tensioned Tennis Courts
Town of Manchester	Manchester, CT	Ken Longo	860-463-3512	(2) Basketball Court Resurfacing
Town of Brookfield	Brookfield, CT	Dennis DiPinto	203-460-4273	Multiple locations, Tennis and Basketball Construction & Resurfacing
Town of Canton	Canton, CT	Josh Medeiros	860-912-6331	Resurfacing (4) Tennis Courts and (2) Basketball Courts
Juniper Park Middle Village	Queens, NY	Maisha Warren	914-872-5605	USTA Community Development: (8) Tennis Courts Resurfacing and 10 & Under Court Conversion and Line Striping

## NOTABLE CLIENTS

Tennis Hall of Fame	Newport, RI	Mary Rompf	401-849-4777	(3) Tennis Courts Resurfacing
Boston Lobsters	Manchester, MA	Darlene Hayes	508-435-2023	(1) Tennis Court Paint for WTT Competition
Nike		Pori Saikia	212-239-0904	Coating of the Famed Rucker Park
Regis Philbin	Greenwich, CT			(1) Tennis Court Resurfacing
Tommy Hilfiger	Greenwich, CT			(1) Tennis Court New Construction

## CAMPS

Camp Wahnee	Torrington, CT	Dave Stricker	516-946-4246	Wahnee Rd. New Construction, Crack Repair and Coloring
Greenwood Trails	Winsted, CT	Adam Langbart	516-483-7272	Multiple Locations New Construction, Crack Repair and Coloring
Ebner Camps	Barton, CT	Kevin Ebner	860-379-4050	Multiple Locations New Construction, Crack Repair and Coloring
Winding Trails	Farmington, CT	Scott Brown	860-677-8458	(4) Tennis and (3) Basketball Courts Crack Repair and Coloring

## TENNIS AND COUNTRY CLUBS

The Stanwich Club	Greenwich, CT	Scott Niven	203-869-1812	New Cart Path Painting
Village Club of Sands Pt.	Sands Point, NY	Ed Ronan	516-322-4378	(3) Court Resurfacing & Crack Repair, Har Tru Courts
Manchester Athletic Club	Manchester, MA	Keith Callahan	978-526-8900	(10) Tennis Courts Resurfaced with DecoTurf
Saw Mill Club	Mt. Kisco, NY	Kevin Kane	914-403-7053	(13) DecoTurf Courts
Pleasantville Tennis Club	Pleasantville, NY	Marielise Watts	914-837-0185	Construction of New Har Tru Court

# No Matter What Your Game,



# HINDING HANDLES IT



*If you can play on it, we can build it.*

Official 10 and Under Tennis Court Installer

24 Spring Street • West Haven, CT 06516  
**203-285-3055 • [HindingTennis.com](http://HindingTennis.com)**



Like us on Facebook



# Town of Smithfield

64 FARNUM PIKE

**PLANNING DEPARTMENT**

Telephone (401) 233-1017

Fax (401) 233-1091

November 22, 2023

**TO:** Smithfield Town Council

**FROM:** Michael Phillips, Director of Planning & Economic Development

**RE:** RIDEM Grant Application for Pickle Ball Courts at Willow Field

The Planning Department along with the Recreation Department and the Town's grant writer are preparing RIDEM Recreation Acquisition & Development Grant applications. The application being considered under the Small Grant Category includes:

1. Development of Pickleball Courts at Willow Field under the Small Grant Category (\$100,000 Max Grant).

The Willow Field project will involve replacing the existing tennis court surface with a new pickleball play surface and net standards for (4) pickleball courts. The cost estimate for the four (4) pickleball courts is \$265,160 and the in-kind and cash match would be \$165,160.

There is a public participation component to the grant that requires the municipality to review the application at a duly noticed public meeting.

**Recommended Motion:** That the Smithfield Town Council adopts a resolution authorizing the Town Manager to submit a Small Grant application for the development of Pickleball Courts and at Willow Field for \$265,160 under the RIDEM Recreation Acquisition and Development Grant round as detailed above.

Attachments:

Willow Field Pickleball Courts – Map, Layout, Quote and Resolution

# RESOLUTION

- WHEREAS:** funding is available under the Rhode Island Recreation Acquisition and Development Grants program, administered by the Department of Environmental Management, Division of Planning and Development; and
- WHEREAS:** the Governor of the State of Rhode Island has authorized the Director of said department to provide funding equal to 80% of the costs to develop or renovate recreation facilities; and
- WHEREAS:** that a funding application in the amount of \$265,160 has been prepared by the Planning Department for the development of a Pickleball Courts at Willow Field; and
- WHEREAS:** the Town of Smithfield will provide \$165,160 in matching funds and in-kind services for the proposed improvements.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SMITHFIELD:**

That Randy R. Rossi, is hereby authorized and directed to file a Recreation Acquisition and Development grant application to fund construction of (4) new Pickleball Courts with the RIDEM, to provide any additional information or documents required by said office, to make any assurances required in connection with this program, to execute an agreement with the State of Rhode Island and to otherwise act as the representative of the Town of Smithfield in all matters relating to this application and any award which may be based upon this application.

Passed as a Resolution of the Smithfield Town Council this 5<sup>th</sup> day of December, 2023.

In witness whereof I have hereunto  
Set my hand and affixed the official  
Seal of the Town of Smithfield this  
Day of December 2023.

by the Smithfield Town Council

---

Lyn Antonuccio, Town Clerk

---

T. Michael Lawton, President  
Smithfield Town Council

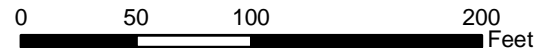


**Willow Field  
Proposed Pickleball Court  
and Inclusive Playground Area**



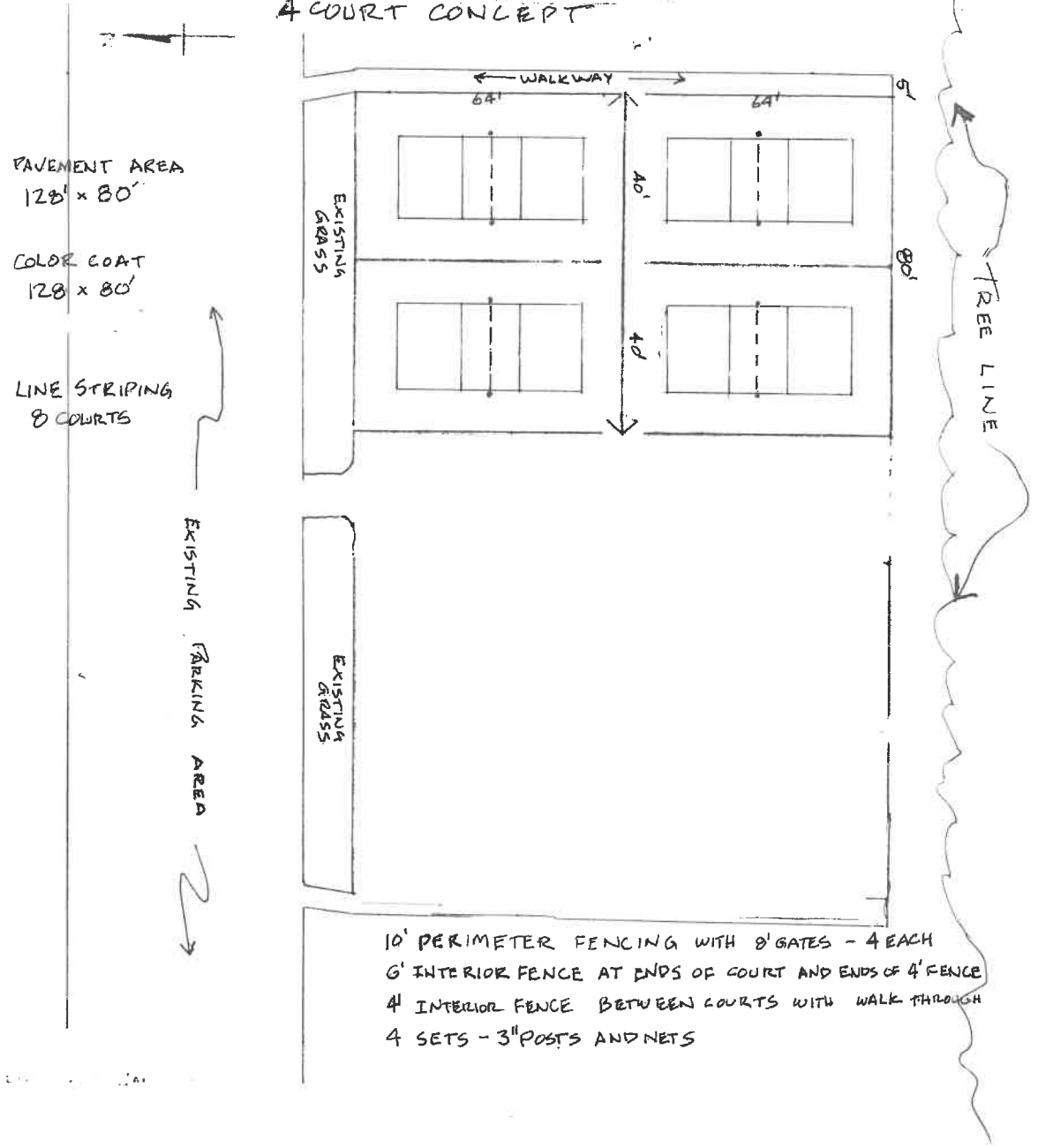
SOURCE: Nicole Chellel, Engineering Aide/GIS Specialist, Engineering Department, Town of Smithfield, RI  
Revised October 2021.

DISCLAIMER: This map is not a product of a Professional Land Survey. It was created by Smithfield Engineering & GIS for general reference, informational, planning or guidance use and is not legally authoritative source as to the location of natural or manmade features. The Town of Smithfield makes no warranty, express or implied, related to the spatial accuracy, reliability, completeness, or currentness of this map.



PROJECT: PICKLEBALL COURTS  
 DATE: 11/17/2023  
 LOCATION: WILLOW FIELD SMITHFIELD, RI

A COURT CONCEPT



PAVEMENT AREA  
128' x 80'

COLOR COAT  
128' x 80'

LINE STRIPING  
8 COURTS

EXISTING PARKING AREA

EXISTING GRASS

EXISTING GRASS

TREE LINE

- 10' PERIMETER FENCING WITH 8' GATES - 4 EACH
- 6' INTERIOR FENCE AT ENDS OF COURT AND ENDS OF 4' FENCE
- 4' INTERIOR FENCE BETWEEN COURTS WITH WALK THROUGH
- 4 SETS - 3" POSTS AND NETS

**BUDGET SHEET - 2024 RECREATION DEVELOPMENT GRANT APPLICATION:**

Instructions: Complete unshaded areas below. Enter itemized elements in the Description column and estimated costs in Column A, then enter proposed funding sources in Columns B thru F. Box (I) must equal at least the amount in Box (H). Modify the table as needed.

DESCRIPTION	TOTAL ESTIMATED COSTS (A)	PROPOSED FUNDING SOURCES (B - F)				
		GRANT	MATCHING SOURCES			
		DEM Recreation Grant (B)	Local Appropriation (C)	Local In-Kind Services & Equipment (D)	Other Funding (Specify) (E):	Other Funding (Specify) (F):
<i>Planning:</i>						
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Design &amp; Engineering:</i>						
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Permit Plans &amp; Fees:</i>						
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Site Preparation/Demolition: (Grading, etc.)</i>						
Removal of existing pavement structure	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$0.00
Level and rough grade 200' x 128' area	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00
<i>New Construction: (Installation, etc.)</i>						
Furnish and install sound attenuating fence panels	\$0.00	\$0.00	\$8,000.00	\$2,000.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Renovation Construction: (Removal &amp; installation, etc.)</i>						
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>New Equipment &amp; Materials: (Playground equipment, etc.)</i>						
Finish grade and pave 10,240 sq.ft. Pickleball court area	\$0.00	\$0.00	\$0.00	\$46,308.00	\$0.00	\$0.00
Supply and install (4) complete Pickle Ball Courts including pavement coating, paint, nets, posts and striping	\$0.00	\$100,000.00	\$45,212.00	\$0.00	\$0.00	\$0.00

DESCRIPTION	TOTAL ESTIMATED COSTS (A)	PROPOSED FUNDING SOURCES (B - F)				
<i>Hardscape: (Pavement, walkways, parking, fencing, etc.)</i>						
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Landscaping: (Plantings, etc.)</i>						
Furnish and install landscaping around court	\$0.00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Site Amenities: (Benches, tables, bike racks, trash receptacles, etc.)</i>						
(2) Cabana Benches	\$0.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00
(2) Trash Recepticles	\$0.00	\$0.00	\$1,140.00	\$0.00	\$0.00	\$0.00
<i>Signage:</i>						
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<i>Other: (Lighting, electrical, etc.)</i>						
Purchase and install security lighting for courts and parking area	\$0.00	\$0.00	\$7,500.00	\$6,000.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$0.00</b>	<b>\$100,000.00</b>	<b>\$75,852.00</b>	<b>\$89,308.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
		\$25,000.00				
	<b>20% Minimum Match Required for DEM Grant* (H)</b>	\$165,160.00				
<b>Total Project Cost</b>		<b>\$265,160.00</b>				
*20% Minimum Match Calculation: (grant amount ÷ 0.8) – grant amount - Minimum Required Match						



**NU-LOOK SEAL COATING COMPANY, INC.**

Phone: 401-232-0795 Fax: 401-232-7570  
 www.nulookinc.com RICRB # 13445  
 PO Box 17306 Smithfield, RI 02917

# Proposal

Date	Estimate #
11/20/2023	17066

<b>Billing Address</b>	<b>Jobsite location:</b>
Town Of Smithfield 64 Farnum Pike Smithfield RI 02917 attn: Charlie	Town Of Smithfield Willow Field Smithfield, RI 02917 attn: Charlie

P.O. No.	Phone Number	Terms	Alternate Phone Number	Rep
	401-233-1035	40% down 60% on completion		Dan

Description of work	Total
<p>Asphalt paving - 2 lifts                      Area to include: Approx. 10,240 sf ( one pickle ball court)            Fine grade and pave +/- 1.5" of gravel then pave three inches of asphalt are to be laid within this area in total as follows: 1.5" of binder course asphalt will be laid via mechanical paver box over the fully prepared base gravel, to be properly compacted with a vibratory roller and/or compactor. 1.5" of finished course Class I hot bituminous asphalt will be laid via mechanical paver box over the binder course, for a total of 3", to be properly compacted with a vibratory roller and/or compactor.</p>	38,590.00

Please call Matt upon receipt of this estimate if you have any questions (401-413-5235)	<b>Total</b> \$38,590.00
---	--------------------------

All materials are guaranteed to be as specified. All work is to be completed according to specifications submitted, per standard practice. Any deviations from the above specifications involving extra costs will be executed only upon written request. Price is valid for 30 days from date of the estimate.  
 UPON ACCEPTANCE, A CONTRACT WILL BE MAILED TO YOU FOR YOUR SIGNATURE.

David Harris, President \_\_\_\_\_ Dan Brennan, G.M. \_\_\_\_\_

Matt Goudreau \_\_\_\_\_

IF YOU CAN  
PLAY ON IT,



WE CAN  
BUILD IT

Durability • Reliability

Playability • Engineered to Last



Tennis Industry Magazine Contractor of the Year —  
10 and Under Tennis (2011)



Hinding Tennis Courts, LLC • 24 Spring Street • West Haven, CT 06516 • p 203-285-3055

October 20, 2021

Bobby Caine  
Town of Smithfield-Willow Park  
1 William Jay Hawkins JR Trail  
Smithfield, RI  
401-349-0612  
rcaine@smithfieldri.com

*Re: Court Re-Construction Proposal*

Dear Bobby,

Thank you for considering Hinding Tennis for your recreational needs. It is our goal to provide you with the highest quality sport surfacing products and installation in the industry.

We at Hinding Tennis stand committed to excellence and it is our goal to provide you with the highest quality materials. As a current member of the American Sports Builders Association we are always up to date on the newest innovations and industry trends. Our goal is always to exceed your expectations and let the finished product speak for itself.

We know you have many options when choosing a sport-surfacing contractor, therefore we continually strive to provide the most competitive pricing without compromising the quality or workmanship.

All of us at Hinding Tennis thank you for the opportunity to provide you with this proposal and look forward to working with you in the future.

Sincerely,

*Vincent Rapuano*

Vincent Rapuano  
203-410-1270

[www.HindingTennis.com](http://www.HindingTennis.com)



**PROCEDURE TO BE AS FOLLOWS:**

Furnish all materials, labor and insurance to perform the **HINDING TENNIS TENNIS COURT RECONSTRUCTION** of 8 New Post Tension 140' x 120' Pickleball Courts at Willow Park. PLEASE NOTE: Price does not include surveys, plans, design or drainage if needed, cleaning up on entrance roadway (growing grass and plantings) or tree removal.

**Specifications of Services to be Provided:**

- 1. MOBILIZATION** - Mobilize the necessary equipment to perform the required work for your project as itemized below. This fee is associated with the work that is necessary to set up your job and organize the necessary equipment that is needed to load and mobilize to and from the job site each day.
- 2. GRADE** - Reclaim Existing asphalt and Re Grade to 1% pitch.
- 3. NET POSTS-** Furnish and install (8) sets of new net posts and nets.
- 4. PAVING** - Furnish and install two (2) asphalt lifts - each 1.5" for a total compaction of 3". First lift will be a class I binder mix and 2nd lift will either be a class II driveway mix or Tennis Court Mix. Establish 1% pitch on court to allow for proper drainage.
- 5. FENCE-** Furnish and install Black Vinyl ss 40, 9 ga fused bonded fence. 2 Gates and 1 leaf gate around perimeter of fence.
- 6. ACRYLIC COLOR COATING** - Furnish and install the (3) coat acrylic color coating surface system to entire area. The Hinding surfacing system consists of 1 resurfacer, 1 filler and 1 finish coat.
- 7. LINE STRIPING** - Layout and stripe all lines per USAPA. Apply one coat of acrylic Line primer. Once Line primer has cured apply One (1) coat of textured White Line Paint. This (2) two coat application provides sharp lines and greater durability and longevity. The line paint is textured.

Pricing as indicated below:

**Total Budgetary Cost:   \$319,200.00**

[www.HindingTennis.com](http://www.HindingTennis.com)



# ABOUT US



*“Over the years, Hinding Tennis has helped make GRSC a community club with the best hard court surfaces inside and out, as well as junior lines and stand alone courts, outdoor lighting and pickleball courts. They are a great partner in the tennis business.”*

— Sarah Boone, Owner, Guilford Racquet & Swim Club



Since **1994** the Team at Hinding Tennis, LLC has been building superior Recreational Courts for all types of surfaces. We specialize in Post Tension Concrete Courts and our patented Rubberized Cushion System is a very popular surface among many avid players.

Hinding prides itself on quality workmanship and retains over 90% of its work force each season; our crews are extremely knowledgeable and are some of the most experienced in the business.

From Har Tru to Post Tension Concrete to Tennis and Basketball Courts to Playgrounds and just about anything recreational, we offer only the best products and services. We are actively involved in the ASBA (American Sports Builders Association) and we are constantly on the cutting edge of new technology.

Our reputation speaks for itself and clubs, residential, parks, schools and municipalities count on us everyday.

We can customize any job to any size, any color and any speed. Our customer service and sales representatives are extremely knowledgeable of all types of surfaces, coatings and building new courts. So please call us today for a free analysis of your project.



24 Spring Street • West Haven, CT 06516  
**203-285-3055 • [HindingTennis.com](http://HindingTennis.com)**

Official 10 and Under Tennis Court Installer



TOWN OF SMITHFIELD  
DEPARTMENT OF PUBLIC WORKS  
PHONE: (401) 233-1034 FAX: (401) 233-1075

MEMORANDUM

Date: December 5, 2023  
To: Honorable Town Council  
Through: Randy R. Rossi, Town Manager  
From: Gene Allen, Public Works Director

**RE: Request for Proposals for DPW Main Garage Roof Replacement Services**

**BACKGROUND:**

The main garage roof has several locations that have been leaking for many years and the existing roof membrane has become delaminated in several areas, creating blisters and large bubbles on the roof surface. This project will include removing the existing membrane, making repairs to the decking as needed, installing ridged insulation and installing a new fully adhered .60 roof membrane along with flashing, chimney pointing and other components as required.

**FINANCIAL IMPACT:**

Funding for this contract is included in the annual operating budget for the Public Works Department.

**RECOMMENDATION:**

It is my recommendation that the Smithfield Town Council authorize the Public Works Director to advertise a Request for Proposals for Roof Replacement Services at 3 Spragueville Road subject to legal counsel review.

**MOVED:** *That the Smithfield Town Council authorize the Public Works Director to advertise a Request for Proposals for Roof Replacement Services at 3 Spragueville Road subject to legal counsel review.*

# *Town of Smithfield*

## *Request for Proposals*



RFP # 231205  
Department of Public Works  
Roof Replacement

*Table of contents:*

Page 1	cover sheet
Page 2	Table of Contents & introduction
Page 3	Proposal Terms/Requirements
Page 4	Notice to Vendors
Page 5	Proposal Terms/Specifications
Page 6	Requests for Clarification/Evaluation Criteria
Page 7	Final selection/Timeline
Page 8	Attachment A1 – Cost Proposal form
Page 9	Attachment A2 – Cost Proposal form (option year)

*Introduction:*

The Town of Smithfield is seeking qualified experienced contractors to provide a roof replacement at the town's Department of Public Works facility located at 3 Spragueville Road.

The project includes the provision of a complete Elevate RubberGard™ EPDM membrane roofing system, or equal. This installation shall include all components required for a complete installation, including but not limited to Membrane, Insulation, Blocking, Edge Metal, Flashings (including chimney flashings and wall flashings), replacement of gutters & downspouts, Repointing of chimney, chimney cap, etc. This project shall also include the complete removal of the existing roofing systems down to existing roof deck & replacement of existing roof deck as required, as well as installation of EPDM Membrane on the full vertical wall between the lower and upper roof areas.

Sealed proposals may be received at the office of the Town Purchasing Agent, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI 02917 until **10:00AM EST on Wednesday, January 24, 2024** at which time all bids will be publicly opened and read aloud.

TOWN OF SMITHFIELD



**Terms and Requirements for Request for Proposal**

Item Description: **Department of Public Works Roof Replacement**  
Date and Time to be OPENED: **Wednesday, January 24, 2024 at 10:00 AM**

Proposals may be submitted up to **10:00 AM** on the above meeting date at the **Finance Office, to the attention of the Town Purchasing Agent**, 64 Farnum Pike, Smithfield, RI 02917, during normal business hours, 8:30 AM through 4:30 PM. All proposals will be publicly opened and read at the Town Hall Council Chambers, second floor, Town Hall.

**Instructions**

1. Bidders must submit sealed proposals in an envelope clearly labeled with the above captioned item of work. The proposal envelope and any information relative to the proposal must be addressed to the **Town Purchasing Agent**, Smithfield Town Hall, 64 Farnum Pike, Smithfield, RI, 02917. Any communications that are not competitive sealed proposals (i.e., product information or samples) should have “**NOT A BID**” written on the envelope or wrapper.
2. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Proposal responses must be in ink or typewritten.
4. The price or prices proposed should be stated both in **WRITING** and in **NUMERALS**, and any proposal not so stated may be rejected.
5. Proposals **SHOULD BE TOTALED** WHEN APPLICABLE. Do not group items: price each item individually. Awards may be made on the basis of *total* proposal or by *individual items*.
6. Each responder is required to state in their proposal their full name and place of residence; and must state the names of persons or firms with whom he/she is submitting a joint proposal. All proposals **SHOULD BE SIGNED IN INK**.
7. One original proposal and **three copies** shall be submitted.
8. **There shall be a Non-Mandatory but highly recommended Pre-Proposal Site Visit and Meeting to consider and qualify perspective responders on Monday, January 8, 2024 at 10:00AM at the Smithfield Department of Public Works at 3 Spragueville Road, Smithfield, RI 02917.**

**TOWN OF SMITHFIELD**  
**NOTICE TO VENDORS**

1. The Town of Smithfield reserves the right to waive any and all informalities and to award the contract on the basis of the lowest responsible evaluated bid proposal.
2. No proposal will be accepted if made in collusion with any other responder.
3. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with Rhode Island General Laws, as amended, Sections 7-1.2-1401.
4. The Town of Smithfield reserves the right to reject any and all proposals.
5. In determining the lowest responsible evaluated bid proposal, cash discounts for payments less than thirty (30) days will not be considered.
6. The Town of Smithfield reserves the right to award to one responder, or to split the award.
7. All proposals will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the Town's website ([www.smithfieldri.com/bids](http://www.smithfieldri.com/bids))
8. As the Town of Smithfield is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will be considered.
10. The contractor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the Town Manager.
11. Delivery dates must be shown on your proposal. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
12. A certificate of insurance shall be required of a successful bidder within five (5) days of contract award. The Town of Smithfield shall be an *additionally named insured* in the title holder box of said certificate.
13. Proposals may be submitted on an "equal" in quality basis. The Town reserves the right to decide equality. Responders must indicate brand or make offered and submit detailed specifications if other than the brand requested.
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Law concerning payment of prevailing wage rates apply (See R.I. General Law Sec. 37-13-1 et seq. as amended).
15. No goods should be delivered or work started without Notice from the Town.

**TOWN OF SMITHFIELD**

**CONSTRUCTION AND SERVICE PROPOSAL TERMS**

1. The Town of Smithfield will not consider any proposal unless it is accompanied by **one** of the following and deposited with the Finance Director as a guarantee that the Contract will be signed and delivered by the responder:

- a. A CERTIFIED CHECK for **\$10,000**; OR
  - b. A Bid Bond in the amount of **Ten (10)** per centum of the proposed total price.
- \* The amount of such check or bid bond shall be retained for use by the Town as liquidated damages on account for any such default.**

2. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Town Manager or his designee.
3. Awards will be made within ninety (90) days of the proposal opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
4. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with law or the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
5. Only one shipping charge will be applied in the event of partial deliveries for blanket purchases or term contracts.
6. The successful responder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act Title 28, Section 29, et seq (R.I.G.L.). If the successful responder is exempt from compliance under the Worker's Compensation Act, an officer of the successful responder shall so state by way of sworn Affidavit which shall accompany the signed contract.
7. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Law concerning payment of prevailing wage rates apply (See R.I. General Law Sec. 37-13-1 et seq. as amended).
8. The successful responder shall, prior to commencing performance under the contract, attach and submit a certificate of insurance, in a form satisfactory to the Town by which the successful responder will indemnify and hold harmless the Town during the term of the contract from claims for personal injury or damages to property sustained by third person, or their agents, servants and/or claimed under them.
9. The successful responder shall, prior to commencing performance under the contract, post a **Performance and Payment Bond** with a satisfactory surety company in a sum equal to one hundred per centum (100%) of the amount of the award contract.

## TOWN OF SMITHFIELD

### I. INTRODUCTION

The Town of Smithfield is soliciting proposals from qualified contractor companies specializing in Building Renovations. The selected company should be experienced in roofing, roof deck repairs and experienced in chimney repointing. <https://www.beaconbid.com/solicitations/town-of-smithfield/open>

### II. BACKGROUND

The Smithfield Department of Public Works main building was constructed circa 1950's with a roof deck consisting of tongue and groove timbers approximately 3-1/4-inches thick by 8-inches wide of varying lengths.

### III. AVAILABILITY

1. Bid specifications may be obtained through the Town's website at [www.smithfieldri.com/purchasing.htm](http://www.smithfieldri.com/purchasing.htm) or [www.beaconbid.com/solicitations/town-of-smithfield/open](https://www.beaconbid.com/solicitations/town-of-smithfield/open).
2. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license or permit for other purposes.

### IV. DEADLINES

The Purchasing Agent for the Town of Smithfield must receive one (1) original and three (3) copies of the proposal no later than **10:00 AM on Wednesday, January 24, 2024**. Any questions regarding this project can be directed to the Purchasing Agent via email to [csantos@smithfieldri.gov](mailto:csantos@smithfieldri.gov).

Once the Contractor is selected and a contract signed, the Contractor shall have sixty (120) calendar days to complete the scope of work as outlined below.

### V. PAYMENT TO CONSULTANT(S)

Consultants will be paid monthly based on progress of the work. Each invoice shall be accompanied by a progress report indicating hours spent during the reporting period and provide a written description of the work accomplished.

Any extra work, which is outside the scope of this proposal, will be subject to review and approval and the execution of appropriate contract documents prior to performance of that work. Any work outside the scope of this proposal, which is performed prior to approval, will not receive compensation.

### VI. SCOPE OF SERVICES

The scope of services will consist of all materials, equipment and labor for the following:

The project includes the provision of a complete Elevate RubberGard™ EPDM membrane roofing system, or equal. This installation shall include all components required for a complete installation, including but not limited to Membrane, Insulation, Blocking, Edge Metal, Flashings (including chimney flashings and wall flashings), replacement of gutters & downspouts, Repointing of chimney, chimney cap, etc. This project shall also include the complete removal and disposal of the existing roofing systems down to existing roof deck & unit cost for potential replacement of existing T&G roof

deck in kind as well as installation of EPDM Membrane on the full vertical wall between the lower and upper roof areas.

## VI. INSURANCE REQUIREMENTS

The selected Contractor shall be required to provide the Town of Smithfield with:

1. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) each occurrence.
2. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit.
3. Rhode Island Worker's Compensation and Employee's Liability Insurance in the amount of Five Hundred Thousand Dollars (\$500,000) each accident.
4. Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000).

## VII. GENERAL REQUIREMENTS

1. There will be a **Non-Mandatory but highly recommended Pre-Proposal Site Visit and Meeting held on Monday, January 8, 2024 at 10:00AM** at the Smithfield Department of Public Works located at 3 Spragueville Road, Smithfield, RI 02917.
2. No allowance shall subsequently be made on behalf of the successful responder by reason of any error or neglect on his or her part.
3. Responders must guarantee that the services can be provided to the Smithfield Department of Public Works within the time specified in the proposal form.
4. Services which do not, in the opinion of the Town, meet the specified requirements will not be accepted.
5. Inquiries:

Inquiries concerning clarification on any portion of this RFP should be made to:

Carlos Santos  
Purchasing Agent  
Smithfield Town Hall  
64 Farnum Pike  
Smithfield, RI 02917  
[csantos@smithfieldri.gov](mailto:csantos@smithfieldri.gov)

6. Cost Proposal to include the following:
  - i. The cost proposal should include the following information:
    - a. The responder shall submit Attachment "A" filled out completely.
    - b. The cost proposal should contain all pricing information relative to performing the services as described in this specification.
    - c. The pricing shall remain for the duration of the contract.
  - ii. A brief general statement describing your agency and its ability to provide the indicated services, including the total number of staff, support and professional employees.

- iii. Background information regarding the specific individuals who will be responsible for running this project from your agency.
- iv. List at least three (3) references of other clients that are non-profit organizations, include the name and telephone number of a person to contact.
- v. List any prior services or products supplied to the Town of Smithfield.

7. Evaluation Criteria:

- i. The proposals from the contractor(s) will be evaluated and the contractor(s) selected based on the following criteria:
- ii. A description of the firm's background and relevant work experience as related to the proposal.
- iii. Demonstrate knowledge and responsiveness to the proposal.
- iv. Overall quality and responsiveness to the proposal.
- v. Financial responsibility.
- vi. Timeliness.
- vii. Services offered.
- viii. Understanding of the scope of the project.
- ix. Experience of the consultant with similar type and size projects.
  - x. Personnel assigned to the project, resumes and hourly billing rates for the project personnel, including those of any consultant(s) who will be used in a joint venture.
- xi. Estimated lump sum fee to complete the Scope of Work, which follows under the Cost Proposal Form.
- xii. The Town will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include the weighted criteria detailed above. If further information is desired, vendors may be requested to make additional written submissions or oral presentations to the Town.

**8. No vendor questions will be accepted after December 18, 2023 @ 4:00pm**

**VIII. FINAL SELECTION**

- i. The Smithfield Town Council will take final action as to whether to go forward with the project and select a firm after taking into account the recommendation submitted by the evaluation committee. Following the notification of the firm selected, it is expected a contract will be executed by the parties.
- ii. A firm's submission of a proposal indicates acceptance of all the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted.

**IX. TIMELINE**

Request for Proposals Issued	December 20 , 2023 at 4:00 pm
Pre-Proposal Site Visit & Meeting (Non-Mandatory)	January 8, 2024 at 10:00 am
Deadline for questions from vendors	January 12, 2024 at 4:00 pm
Proposal Due Date and Opening	January 24, 2023 at 10:00 am
Evaluation Committee Recommendation	February 2, 2024
Town Council Meeting (Projected Approval Vote)	February 20, 2024
Anticipated project completion date	June 5, 2024

TOWN OF SMITHFIELD, RI



**ATTACHMENT A  
COST PROPOSAL FORM**

<b>AGREES TO RESPOND ON: Smithfield Senior Center - Roof, Window and Door Replacement</b>	
<b>VENDOR NAME:</b>	
<b>VENDOR ADDRESS:</b>	
<b>CITY, STATE, ZIP:</b>	
<b>SOC. SEC. # OR FED. ID#:</b>	

WHEREAS, the TOWN OF SMITHFIELD has duly asked for propopals for performance of services and/or supply of goods in accordance with the indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price below.

This offer will remain open and irrevocable until the TOWN OF SMITHFIELD has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance by the TOWN OF SMITHFIELD will transform the proposal into a contract. This proposal and contract will be secured by Bonds, if required by the specifications.

**1. LUMP SUM: Roofing Cost Proposal:**

\_\_\_\_\_ \$ \_\_\_\_\_  
 (In words) (In figures)

**ITEMIZED COSTS**

**2. DECK REPLACEMENT Per/Sq. ft.**

\_\_\_\_\_ \$ \_\_\_\_\_  
 (In words) (In figures)

**CONTRACTOR INFORMATION**

EMAIL: \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

\_\_\_\_\_  
CONTACT PERSON NAME TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

## RUBBERGARD™ ADHERED EPDM MEMBRANE ROOFING SYSTEM

### I. GENERAL

The project, Smithfield DPW located in Smithfield RI, includes the provision of a complete Elevate RubberGard™ EPDM membrane roofing system, or equal. This installation shall include all components required for a complete installation, including but not limited to Membrane, Insulation, Blocking, Edge Metal, Flashings (including chimney flashings and wall flashings), replacement of gutters & downspouts, Repointing of chimney, chimney cap, etc. This project shall also include the complete removal and disposal of the existing roofing systems down to existing roof deck & unit cost for potential replacement of existing T&G roof deck in kind as well as installation of EPDM Membrane on the full vertical wall between the lower and upper roof areas.

#### A. Summary

1. Furnish and install a complete EPDM roofing system, including:
  - a) Roofing Manufacturer's requirements for the specified warranty
  - b) Preparation of roofing substrates
  - c) Wood nailers for roofing attachment
  - d) Insulation
  - e) Adhered EPDM membrane
  - f) Metal roof edging and copings
  - g) Flashings
  - h) Walkway pads
  - i) Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete weatherproof roofing system

B. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.

C. Comply with the published recommendations and instructions of the roofing membrane Manufacturer, at <http://www.holcimelevate.com>.

D. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane Manufacturer.

E. Related Sections (as present or needed)

1. N/A

#### F. Definitions

1. Definitions in the current editions of ASTM D1079 and NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

#### G. Submittals

##### 1. Product Data

- a) Provide membrane Manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane Manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
- b) Where UL or FM requirements are specified, provide documentation that shows that the roofing system to be installed is UL-Classified or FM-approved, as applicable. Include data itemizing the components of the classified or approved system.

##### 2. Installation Instructions

- a) Provide Manufacturer's instructions to Installer, marked up to show exactly how all components will be installed.
- b) Where instructions allow installation options, clearly indicate which option will be used.
3. Shop Drawings
  - a) Provide roof plan indicating orientation of steel deck, and fastener and/or adhesive layouts.
  - b) Provide the roof membrane Manufacturer's standard details customized for this project for all relevant conditions, including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, and drains.
4. Provide copy of Pre-Installation Notice to show that Manufacturer's required Pre-Installation Notice (PIN) has been accepted and approved by the Manufacturer.
5. Submit samples of each product to be used.
6. Specimen Warranty
7. Closeout Submittals
  - a) Executed Warranty
  - b) Maintenance data

#### H. Quality Assurance

1. Applicator Qualifications
  - a) Current Elevate Master Contractor status
  - b) At least five years' experience in installing specified system
  - c) Capability to provide payment and performance bond to building Owner
2. Pre-Installation Conference
  - a) Before start of roofing work, Contractor shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
  - b) Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.
  - c) Review methods and procedures related to roofing installation, including Manufacturer's written instructions.
  - d) Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - e) Examine deck substrate conditions and finishes, including flatness and fastening.
  - f) Review structural loading limitations of roof deck during and after roofing.
  - g) Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
  - h) Review governing regulations and requirements for insurance and certificates if applicable.
  - i) Review temporary protection requirements for roofing system during and after installation.
  - j) Review roof observation and repair procedures after roofing installation.
  - k) Notify Architect well in advance of meeting.

#### I. Delivery, Storage and Handling

1. Deliver products in Manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
2. Discard and legally dispose of material that cannot be applied within its stated shelf life.
3. Store materials clear of ground and moisture with weather protective covering.
4. Keep combustible materials away from ignition sources.
5. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck and/or structural overloading.

J. Field Conditions

1. Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed in accordance with Manufacturer's written instructions and warranty requirements.

K. Warranty

1. Provide Elevate 25-year Red Shield™ Roofing System Limited Warranty covering membrane, roof insulation, and system accessories. Comply with all warranty procedures required by Manufacturer, including notifications, scheduling, and inspections.
2. Limit of Liability: No dollar limitation (NDL)
3. Scope of Coverage: Repair leaks in the roofing system caused by
  - a) Ordinary wear and tear
  - b) Normal exposure to the elements
  - c) Manufacturing defect in Elevate materials
  - d) Defective workmanship used to install these materials
  - e) Damage due to winds up to 100 mph
  - f) Not Covered:
    - (1) Damage due to winds in excess of 100 mph
    - (2) Damage due to hurricanes or tornadoes
    - (3) Hail
    - (4) Intentional damage
    - (5) Unintentional damage due to normal rooftop inspections, maintenance, or service

II. PRODUCTS

A. Manufacturers

1. Basis of design – Roofing System: Elevate roofing, lining, and wall systems, Nashville, TN, <http://www.holcimelevate.com>
  - a) Roofing systems manufactured by others may be acceptable provided the roofing system is deemed equivalent by the project owner in materials and warranty conditions.
2. Manufacturer of Insulation and Cover Board: Same Manufacturer as roof membrane or approved equal.
3. Manufacturer of Metal Roof Edging: Same Manufacturer as roof membrane or approved equal.
4. Substitution Procedures:
  - a) Submit evidence that the proposed substitution complies with the specified requirements. Owner shall determine if proposed system is deemed equal and acceptable.

B. Roofing System Description

1. Roofing System
  - a) Membrane: Ethylene propylene diene monomer (EPDM)
    - (1) Thickness: As specified elsewhere
    - (2) Membrane Attachment: Adhered
  - b) Slope: ¼:12 (2%) by means of tapered insulation
  - c) Comply with applicable local building code requirements.
  - d) Provide assembly having Underwriters Laboratories, Inc. (UL) Class A Fire Hazard Classification
2. Insulation assembly

- a) Insulation:
    - (1) Total System R-Value: 30 or greater
      - (a) Maximum Board Thickness: 3" (76.2 mm)
      - (b) Use as many layers as necessary to achieve required R-value
      - (c) Stagger joints in adjacent layers
    - (2) Base Layer: Polyisocyanurate foam board, non-composite
      - (a) Attachment: Mechanical fastening
    - (3) Fill Layers: Polyisocyanurate foam board, non-composite
      - (a) Attachment: Mechanical fastening
    - (4) Top Layer: Polyisocyanurate foam board, non-composite
      - (a) Attachment: Mechanical fastening
    - (5) Cover board:
      - (a) High Density Polyisocyanurate Cover Board
        - (i) Thickness: ½" (12.7 mm)
        - (ii) R-Value: 2.5 based on ASTM tests C158 and C177
        - (iii) Attachment: Mechanical fastening
- C. EPDM Membrane Materials
- 1. Roofing and Flashing Membrane: Black cured synthetic single-ply membrane composed of ethylene propylene diene monomer (EPDM) with the following properties:
    - a) Thickness: 0.060" (1.52 mm)
    - b) Reinforcement: Non-reinforced
    - c) Nominal Thickness Tolerance: ±10%
    - d) Sheet Width: Use widest sheet practical for jobsite conditions to minimize field seams
    - e) Acceptable Product: RubberGard™ EPDM Membrane by Elevate
  - 2. Membrane Fasteners: Type and size as required by roof membrane Manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane Manufacturer.
  - 3. Flashing Membrane: Self-curing, non-reinforced membrane composed of non-vulcanized EPDM rubber, complying with ASTM D 4811 Type II, and with the following properties:
    - a) Thickness: 0.055" (1.4 mm)
    - b) Color: Same as field membrane
    - c) Acceptable Product: RubberGard™ EPDM FormFlash™ by Elevate
  - 4. Self-Adhering Flashing Membrane: Semi-cured 45 mil EPDM membrane laminated to 35 mil (0.9 mm) EPDM tape adhesive; QuickSeam™ Flashing by Elevate
  - 5. Self-Adhering Batten Cover: Semi-cured 45 mil EPDM membrane laminated to 35 mil (0.9 mm) EPDM tape adhesive; QuickSeam™ Batten Cover.
  - 6. Pre-Molded Pipe Flashings: EPDM, molded for quick adaptation to different sized pipes; Elevate EPDM Pipe Flashing
  - 7. Self-Adhesive Lap Splice Tape: 35 mil (0.9 mm) EPDM-based, formulated for compatibility with EPDM membrane and high-solids primer; QuickSeam™ Splice Tape by Elevate
  - 8. Splice Adhesive: Synthetic polymer-based, formulated for compatibility with EPDM membrane and metal surfaces; SA-1065 Splice Adhesive by Elevate
  - 9. Bonding Adhesive: Formulated for compatibility with EPDM membrane and wide variety of substrate materials; Single-Ply LVOC Bonding Adhesive - 1168 by Elevate
  - 10. Adhesive Primer: Synthetic rubber-based primer formulated for compatibility with EPDM membrane and tape adhesive, with VOC content less than 2.1 lb./gal (250 g/L) QuickPrime™ Plus LVOC by Elevate
  - 11. Seam Edge Treatment: EPDM rubber-based sealant, formulated for sealing exposed edges

of membrane at seams; Lap Sealant HS by Elevate

12. Pourable Sealer: One part polyurethane; Black One-Part Pourable Sealer by Elevate.
13. Water Block Seal: Butyl rubber sealant for use between two surfaces, not exposed; Water Block Seal S-20 by Elevate
14. Metal Plates and Strips used for Fastening Membrane and Insulation: Steel with Galvalume coating; corrosion-resistance meeting FM 4470 criteria
15. Termination Bars: Aluminum bars with integral caulk ledge; 1.3" (33 mm) wide by 0.10" (2.5 mm) thick; Termination Bar by Elevate
16. Roof Walkway Pads: EPDM, 0.30" (7.6 mm) thick by 30" x 30" (760 mm x 760 mm) with EPDM tape adhesive strips laminated to the bottom; QuickSeam™ Walkway Pads by Elevate.

#### D. Roof Insulation and Cover Boards

1. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with glass reinforced mat laminated to facers, complying with ASTM C 1289 Type II Class 1, with the following additional characteristics:
  - a) Thickness: As indicated elsewhere
  - b) Size: 48" (1.22 m) by 96" (2.44 m), nominal (if mechanically fastened) or 48" (1.22 m) by 48" (1.22 m), nominal (if adhered)
  - c) R-Value (LTTR) per inch (25 mm): min. 6.2R at 40 °F (4.4 °C) and min. 5.7R at 75 °F (23.9 °C)
  - d) Compressive Strength: 20 psi (138 kPa)
  - e) Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents
  - f) Acceptable Product: GL polyiso board insulation by Elevate
2. Acceptable Product: ISOGARD™ HD Composite by Elevate
3. Cover Board
  - a) High Density Polyisocyanurate Cover Board: Non-combustible, water-resistant high density, closed cell polyisocyanurate core with coated glass mat facers, complying with ASTM D 1623, and with the following additional characteristics:
    - (1) Size: 48" (1.22 m) by 96" (2.44 m), nominal (if mechanically fastened) or 48" (1.22 m) by 48" (1.22 m), nominal (if adhered)
    - (2) Thickness: 0.5" (12.7 mm)
    - (3) R-Value: 2.5 based on ASTM tests C158 and C177
    - (4) Surface Water Absorption: <3%, maximum, when tested in accordance with ASTM C 209
    - (5) Compressive Strength: 120 psi (827 kPa), when tested in accordance with ASTM 1621
    - (6) Density: 5 pcf (80 kg/m<sup>3</sup>), when tested in accordance with ASTM 1622
    - (7) Factory Mutual approved for use with FM 1-60 and 1-90 rated roofing assemblies
    - (8) Mold Growth Resistance: Passed, when tested in accordance with ASTM D 3273
    - (9) Acceptable Product: ISOGARD HD Cover Board by Elevate
4. Insulation Fasteners: Type and size as required by roof membrane Manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane Manufacturer.

#### E. Metal Accessories

1. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer

- a) Wind Performance:
  - (1) Membrane Pull-Off Resistance: 100 lbs./ft (1460 N/m), minimum, when tested in accordance with ANSI/SPRI ES-1 Test Method RE-1, current edition
  - (2) Fascia Pull-Off Resistance: At least the minimum required when tested in accordance with ANSI/SPRI ES-1 Test Method RE-2, current edition
- b) Description: Two-piece, 45° sloped galvanized steel sheet edge member securing top and bottom edges of formed metal fascia
  - (1) Fascia Face Height: 5" (127 mm)
  - (2) Edge Member Height Above Nailer: 1 ¼" (31 mm)
  - (3) Fascia Material and Finish: 24-gage, 0.024" (0.06 mm) galvanized steel with Kynar 500 finish as selected from manufacturers full color range; matching concealed joint splice plates; factory-installed protective plastic film
  - (4) Length: minimum of 120" (3.048 m)
  - (5) Functional Characteristics: Fascia retainer supports while allowing for free thermal cycling of fascia
  - (6) Acceptable Product: Appropriate Elevate pre-manufactured fascia system, basis of design shall be Elevate AnchorGard SP Fascia.
2. Aluminum Bar: Continuous 6063-T6 alloy aluminum extrusion with pre-punched slotted holes; miters welded; injection molded EPDM splices to allow thermal expansion
3. Anchor Bar Cleat: 20-gage, 0.036" (0.9 mm) G90 coated commercial type galvanized steel with pre-punched holes
4. Fasteners: Factory-provided corrosion resistant fasteners, with drivers; no exposed fasteners permitted
5. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, scuppers, and end caps; minimum 14" (355 mm) long legs on corner pieces
6. Scuppers: Welded watertight
7. Accessories: Provide matching brick wall cap, downspout, extenders, and other special fabrications as needed to address existing to remain building elements. All accessories shall be included in the base bid

#### F. Accessory Materials

1. Wood Nailers: PS 20-dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; or PS 1, APA Exterior Grade plywood; pressure preservative treated.
  - a) Width: 3 ½" inches (90 mm), nominal minimum, or as wide as the nailing flange of the roof accessory to be attached to it
  - b) Thickness: Same as thickness of roof insulation
2. Replacement of Damaged Roof Deck. Provide unit cost as noted in bid form for replacement of damaged/deteriorated T&G Roof Deck in Kind.
3. Provide in base bid replacement of all Gutters with new 6" K Style Aluminum .032 Gutters. Finish & Color to match Roof Edge.
4. Provide in base bid replacement of all soffit panels with new vinyl soffit. Color to match roof edge or as selected by owner from manufacturers full range of colors.
5. Provide in base bid repointing of existing to remain chimney, new flashing at chimney, Elastomeric coating crown repair at chimney & new Stainless Steel Chimney Cap. Basis of design shall be ChimneyRx Brushable Crown Repair or approved equal.

### III. INSTALLATION

A. General

1. Install roofing, insulation, flashings, and accessories in accordance with roofing Manufacturer's published instructions and recommendations for the specified roofing system. Where Manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
2. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
3. Do not start work until Pre-Installation Notice has been approved by Manufacturer as confirmation that this project qualifies for a Manufacturer's warranty.
4. Perform work using competent and properly equipped personnel.
5. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the Applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
6. Install roofing membrane only when surfaces are clean, dry, smooth, and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult Manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 °F (15 to 25 °C).
7. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
8. Protect from spills and overspray from bitumen, adhesives, sealants, and coatings.
9. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
10. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
11. Until ready for use, keep materials in their original containers as labeled by the Manufacturer.
12. Consult membrane Manufacturer's instructions, container labels, and Safety Data Sheets (SDS) for specific safety instructions. Keep all adhesives, sealants, primers, and cleaning materials away from all sources of ignition.

B. Examination

1. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment, and that deflection will not strain or rupture roof components or deform deck.
2. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
3. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
4. Examine roof substrate to verify that it is properly sloped to drains.
5. Verify that the specifications and drawing details are workable and not in conflict with the roofing Manufacturer's recommendations and instructions; start of work constitutes acceptance of project conditions and requirements.

C. Preparation

1. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease, and other materials that may damage the membrane. Replace damaged or deteriorated portions of roof

- deck in kind as needed, review extent of damage & deterioration with owner.
2. Fill all surface voids in the immediate substrate that are greater than 1/4" (6 mm) wide with fill material acceptable to membrane Manufacturer.
  3. Seal, grout, or tape deck joints, where needed, to prevent seepage into building.

#### D. Insulation and Cover Board Installation

1. Install insulation in configuration and with attachment method(s) specified in PART 2, under Insulation.
2. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
3. Lay roof insulation in courses parallel to roof edges.
4. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4" (6 mm). Fill gaps greater than 1/4" (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4" (6 mm).
5. Mechanical Fastening: Using specified fasteners and insulation plates engage fasteners through insulation into deck to depth and in pattern required by membrane Manufacturer.

#### E. Single-Ply Membrane Installation

1. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.
2. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
3. Install membrane without wrinkles and without gaps or fishmouths in seams, and bond and test seams and laps in accordance with membrane Manufacturer's instructions and details.
4. Adhered Membrane: Bond membrane sheet to substrate using membrane Manufacturer's recommended bonding material, application rate, and procedures
5. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 1:12 inches (8.3%) using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing Manufacturer. Exceptions: Round pipe penetrations less than 18" (460 mm) in diameter and square penetrations less than 4" (200 mm) square.
  - a) Metal edging is not merely decorative; ensure anchorage of membrane as intended by roofing Manufacturer and compliant with IBC.

#### F. FLASHING AND ACCESSORIES INSTALLATION

1. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane Manufacturer's recommendations and details.
2. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
  - a) Follow roofing Manufacturer's instructions.
  - b) Remove protective plastic surface film immediately before installation.
  - c) Install water block sealant under the membrane anchorage leg.
  - d) Flash with Manufacturer's recommended flashing sheet unless otherwise indicated.
  - e) Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
  - f) If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of

the two flashing sections.

- g) When the roof slope is greater than 1:12 (8.3%), apply seam edge treatment along the back edge of the flashing.
3. Scuppers: Set in sealant and secure to structure; flash as recommended by Manufacturer. Provide scuppers to match existing locations. Coordinate with owner.
4. Roofing Expansion Joints: Install at existing locations and as recommended by roofing Manufacturer. Expansion joints shall be included in base bid.
5. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces:
  - a) Install weathertight flashing at all walls, curbs, parapets, skylights, and other vertical and sloped surfaces that the roofing membrane abuts to; extend flashing at least 8" (200 mm) above membrane surface. Entire vertical transition between lower and upper roof shall receive protection board and flashing.
  - b) Use the longest practical flashing pieces.
  - c) Evaluate the substrate and overlay and adjust installation procedure in accordance with membrane Manufacturer's recommendations.
  - d) Complete the splice between flashing and the main roof sheet with specified splice adhesive before adhering flashing to the vertical surface.
  - e) Provide termination directly to the vertical substrate as shown on roof drawings.
6. Roof Drains:
  - a) Taper insulation around drain to provide smooth transition from roof surface to drain. Use specified pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope; slope not to exceed Manufacturer's recommendations.
  - b) Position membrane, then cut a hole for roof drain to allow ½" to ¾" (12 to 19 mm) of membrane to extend inside clamping ring past drain bolts.
  - c) Make round holes in membrane to align with clamping bolts; do not cut membrane back to bolt holes.
  - d) Apply sealant on top of drain bowl where clamping ring seats below the membrane
  - e) Install roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.
  - f) Provide roof drain replacements in kind, included in base bid. Confirm quantity and location in field.
7. Flashing at Penetrations: Flash all penetrations passing through the membrane; make flashing seals directly to the penetration.
8. Pipes, Round Supports, and Similar Items: Flash with specified pre-molded pipe flashings wherever practical; otherwise use specified self-curing elastomeric flashing.
9. Pipe Clusters and Unusual Shaped Penetrations: Provide penetration pocket at least 2" (50 mm) deep, with at least 1" (25 mm) clearance from penetration, sloped to shed water.
10. Structural Steel Tubing: If corner radii are greater than ¼" (6 mm) and longest side of tube does not exceed 12" (305 mm), flash as for pipes; otherwise, provide a standard curb with flashing.
11. Flexible and Moving Penetrations: Provide weathertight gooseneck set in sealant and secured to deck, flashed as recommended by Manufacturer.

#### G. Walkway Installation

1. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.
  - a) Use specified walkway pads unless otherwise indicated.
  - b) Walkway Pads: Adhere to the roofing membrane, spacing each pad at minimum of 1" (25 mm) and maximum of 3" (75 mm) from each other to allow for drainage.

- c) If installation of walkway pads over field fabricated splices or within 6" (150 mm) of a splice edge cannot be avoided, adhere another layer of flashing over the splice and extending beyond the walkway pad a minimum of 6" (150 mm) on either side.
- d) Prime the membrane, remove the release paper on the pad, press in place, and walk on pad to ensure proper adhesion.

H. Field Quality Control

- 1. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system Manufacturer specifically to inspect installation for warranty purposes (e.g., not a sales representative).
- 2. Perform all corrections necessary for issuance of warranty.

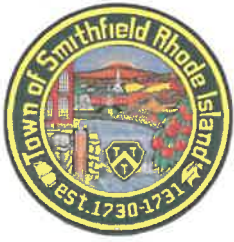
I. Cleaning

- 1. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- 2. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of Manufacturers of components and surfaces.
- 3. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

J. Protection

- 1. Where construction traffic must continue over finished roof membrane, provide durable protection, and replace or repair damaged roofing to original condition.

**END OF SECTION**



# TOWN OF SMITHFIELD


## DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

---

### MEMORANDUM

Date: December 5, 2023  
To: Honorable Town Council sitting as the Smithfield Water Supply Board  
Through: Randy R. Rossi, Town Manager  
From: Gene Allen, Public Works Director / Water Commissioner 

RE: Recommendation of Award - Design Contract for the Rte. 116 Water Main Interconnection to Greenville Water District - Beta Group

### BACKGROUND:

We have applied for funding through a Congressionally Directed Spending request to the Senate Appropriations Committee, for \$1,100,000 for the installation of a new 12-inch water main from Appian Way along Rte. 116 to Farnum Pike and to Pleasant View Drive near the entrance of the Shadow Brook Condominiums.

We have also applied for an additional grant through the Municipal Resilience Program, 2023 Action Grant Application for \$5,200,000, which will require a 25% municipal match.

This important interconnection will provide system redundancy by establishing a distribution system interconnection with the Greenville Water District (GWD).

We have requested our engineer of record, Beta Group, to provide a proposal to complete the design for this project. In the design considerations there are two potential alignments being considered.

Under Alignment A, SWSB proposes to construct a new water main to connect their existing 8" water main in Appian Way, extending out to, and running south along George Washington Highway (Route 116), and through an existing easement to connect to the GWD water system in the condominium complex at Shadowbrook Lane. An existing 12" HDPE water main pipe is currently located beneath the viaduct bridge (i.e. hung from bridge) with expansion couplings and isolation valves on either side of the bridge. The proposed water main would connect to the water main on either side of the bridge. The total length of water main to be constructed includes approximately 1,400 LF north of the viaduct bridge and 1,200 LF south of the bridge for a total of 2,600 LF.

Alternatively, under Alignment B, the water main would be installed completely within existing roadways. At the intersection of Route 116 and Route 104, the proposed water main would be constructed south along Route 104, then south along Pleasant View Avenue (Route 5) and connect to the GWD water system at the intersection of Pleasant View Avenue and Shadowbrook Lane. The total length of water main to be constructed includes

approximately 1,400 LF north of the viaduct bridge and 2,800 LF south of the bridge for a total of 4,200 LF.

The alignment decision will be evaluated at the initial conceptual design process. If alignment A is chosen, this approval will cover those design costs. If alignment B is chosen, we will be back before you with a request for the additional design costs associated with the additional footage of water main required.

This design project was reviewed with the Smithfield Water Supply Board Advisory Commission at their September 11, 2023 meeting. The Advisory Commission voted unanimously to support the recommendation before you this evening.

**FINANCIAL IMPACT:**

Funding for this project will be through the Smithfield Water Supply Board retained earnings.

**RECOMMENDATION:**

That the Smithfield Town Council, sitting as the Smithfield Water Supply Board, award the design of the 12-inch water main from Appian Way to Pleasant View Drive along Rte. 116, for Alignment A, in the amount not to exceed \$160,000.00, to Beta Group, Inc. of 701 George Washington Highway, Lincoln, RI, 02865.

***MOVED:*** *That the Smithfield Town Council, sitting as the Smithfield Water Supply Board, award the design of the 12-inch water main from Appian Way to Pleasant View Drive along Rte. 116, for Alignment A, in the amount not to exceed \$160,000.00, to Beta Group, Inc. of 701 George Washington Highway, Lincoln, RI, 02865.*

**ATTACHMENT B  
AGREEMENT BETWEEN  
SMITHFIELD WATER SUPPLY BOARD and  
BETA GROUP, INC.**

**AUTHORIZATION FORM  
ON-CALL ENGINEERING SERVICES**

This work shall be performed under the AGREEMENT made by and between the Town of Smithfield RI through its Water Supply Board, (CLIENT) and BETA Group, Inc., (ENGINEER) for **On-Call Engineering Professional Services**. This ASSIGNMENT AUTHORIZATION made this \_\_\_ day of \_\_\_\_\_, 2023.

WHEREAS, CLIENT and ENGINEER have mutually agreed to proceed with the services of this ASSIGNMENT in accordance with ARTICLES 2 and 4 of the AGREEMENT;

NOW THEREFORE, ENGINEER is authorized to commence with the services of this Assignment.

**ASSIGNMENT DESCRIPTION**

This ASSIGNMENT will consist of a water main design along Route 116 and a system interconnection with the Greenville Water District (GWD).

**ARTICLE 2 - SERVICES OF ENGINEER**

**SCOPE OF SERVICES**

ENGINEER'S Services will consist of initial investigation, design, and permitting services associated with the Route 116 Water Main – Greenville Water Interconnection project as detailed in ENGINEER'S Letter of Understanding, dated July 28, 2023 (attached).

**SCHEDULE**

ENGINEER will initiate services within fifteen (15) business days of the issuance of a Notice to Proceed. The estimated time for completion of the ASSIGNMENT is 180 calendar days from initiation of services.

**ARTICLE 4 - COMPENSATION & PAYMENT**

The total labor charges and reimbursable expenses for the Scope of Services, described herein, shall not exceed \$160,000.00 without prior written approval from the CLIENT.

All terms and conditions of the AGREEMENT remain in full force except as specifically modified by this ASSIGNMENT AUTHORIZATION.

IN WITNESS WHEREOF, the parties hereto have made and executed this AUTHORIZATION, the day and year first written above.


**SMITHFIELD WATER SUPPLY BOARD**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BETA GROUP, INC.**

By:  \_\_\_\_\_

Title: Sr. Vice President

Date: 9/12/2023



July 28, 2023

Mr. Gene Allen  
Director of Public Works  
Town of Smithfield, RI  
64 Farnum Pike  
Esmond, RI 02917

**Re: On-Call Water Engineering Services – Letter of Understanding  
Route 116 Water Main– Greenville Water Interconnection Design**

Mr. Allen:

BETA Group, Inc. (BETA) is pleased to submit our Letter of Understanding (LOU) to the Smithfield Water Supply Board (SWSB) for the Route 116 Water Main – Greenville Water Interconnection Design. The services to be provided for this Task Order are set forth in detail under Section 1. If acceptable to the Board (SWSB), BETA (Consultant) will prepare an Agreement to complete the work outlined in the Scope of Services presented herein.

**Project Understanding**

SWSB seeks to provide additional system redundancy by establishing a distribution system interconnection with the Greenville Water District (GWD). Two potential alignments are being considered. Under Alignment A, SWSB proposes to construct a new water main to connect their existing 8" water main in Appian Way, south along George Washington Highway (Route 116), and through an existing easement to connect to the GWD water system in the condominium complex at Shadowbrook Lane. Provisions would be made to facilitate construction of new water main north along Farnum Pike (Route 104) to create a system loop under a subsequent contract. An existing 12" HDPE water main pipe is currently located beneath the viaduct bridge (i.e. hung from bridge) with expansion couplings and isolation valves on either side of the bridge. The proposed water main would connect to the water main on either side of the bridge. The total length of water main to be constructed includes approximately 1,400 LF north of the viaduct bridge and 1,200 LF south of the bridge for a total of 2,600 LF.

Alternatively, under Alignment B, the water main would be installed completely within existing roadways. At the intersection of Route 116 and Route 104, the proposed water main would be constructed south along Route 104, then south along Pleasant View Avenue (Route 5) and connect to the GWD water system at the intersection of Pleasant View Avenue and Shadowbrook Lane. The total length of water main to be constructed includes approximately 1,400 LF north of the viaduct bridge and 2,800 LF south of the bridge for a total of 4,200 LF.

A scope of services is presented in Section 1. Fee breakdown is provided for design under Alignment A with an additional fee provided if Alignment B is selected.

## **Section 1 - Scope of Services**

### **Task 1 – Initial Investigation**

- Up to one (1) project kickoff meeting with GWD and SWSB
- Obtain existing information for the GWD system in Shadowbrook Lane and Pleasant View Avenue.
- Conduct hydraulic analysis to evaluate conditions and determine post-construction conditions at each connection point
- Conduct up to two (2) hydrant flow tests to verify analysis.
- Present analysis in a conceptual design memo for each alternative.

### **Task 2 – Preliminary Design**

- Identify, delineate, and locate limits of wetland features within the Project Area.
- Perform a topographic survey of the Project Area, including field verification of survey features and development of basemapping information (approx. 3,000 LF of alignment).
- Conduct geotechnical investigation including up to six (6) soil borings. Up to two (2) borings shall be finished as groundwater monitoring wells. Soil samples will be obtained and analyzed to evaluate if excavated materials may exceed R/DEC limits. Groundwater wells shall be developed and sampled for groundwater that may exceed RIDEM GA/GB limits.
- Conduct existing utility research and coordination w/public and private utility companies to identify above-grade and buried infrastructure within the project area.
- Prepare Preliminary Design Plans depicting existing conditions and preliminary proposed water main alignment.
- Develop a Specification Table of Contents.
- Develop a Preliminary Opinion of Probable Construction Cost (OPCC).
- Facilitate up to one (1) project review meeting with SWSB/GWD.

### **Task 3 – Final Design**

- Prepare Final Design Plans depicting final water main alignment (plan and profile), construction details, interconnection details, permitting notes, and traffic management plans and details.
- Prepare Project Specifications.
- Develop a Final Opinion of Probable Construction Cost (OPCC).
- Facilitate up to one (1) project review meeting with SWSB/GWD.

### **Task 4 – Permitting**

It is anticipated the proposed design will require the following permits:

- RIDOT Utility Permit
  - One (1) Utility Permit is required for advancement of soil borings within State roadways
  - One (1) Utility Permit is required for water main installation within State roadways
- RIDEM Freshwater Wetlands Permit (likely exempt activity near bridge, potential impacts in easement)
- RIDOH Drinking Water Supplier Approval for system modifications and interconnection with GWD

### **Assumptions, Exclusions, and Limitations**

The assumptions, exceptions, and limitations presented below are intended to additionally define the scope of services included in this Agreement. Should additional services currently excluded from this

scope of services be required, the Consultant can provide such services as an Amendment to this Agreement:

- Preliminary and final design shall not be advanced until confirmation of alignment alternative is determined.
- SWSB/GWD to provide field assistance for hydrant flow tests.
- Police detail costs are assumed not to exceed \$3,000 (\$5,000 for Alignment B).
- SWSB is responsible for all coordination with private property owners (Shadowbrook Condominiums).

### **Section 2 - Schedule**

BETA will initiate services outlined in Section 1 within fifteen (15) business days of the issuance of a Notice to Proceed.

### **Section 3 - Compensation**

3.1 Method of Compensation. SWSB shall pay Consultant for Basic Services rendered under SECTION 1, in connection with all work described herein, a lump sum fee not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00) without additional authorization by SWSB.

3.1.1 Should Alignment B be selected for design, SWSB shall pay Consultant an additional lump sum fee of Forty-Eight Thousand Dollars (\$48,000.00). The total Contract Value shall not exceed Two Hundred Seven Thousand Dollars (\$208,000.00) without additional authorization by SWSB.

3.2 Future Adjustment. Compensation is based upon the Scope of Services detailed in Section 1 and the work being completed in 2023. If the scope of the services to be rendered is changed materially or if the period of time during which Consultant is required to render services hereunder is extended beyond December 31, 2023, the amount of compensation provided for herein shall be adjusted appropriately, provided that approval for such adjustment is obtained by Consultant from the SWSB and this Letter of Understanding is so amended.

3.3 Times of Payment. Payments to Consultant shall be made in accordance with paragraph 3.3.1.

3.3.1 Consultant may submit statements for payment of Basic and Additional Services rendered and for Reimbursable Expenses incurred on a monthly basis. SWSB shall make prompt payments in response to Consultant's statements (subject to the provisions of paragraph 3.3.2).

3.3.2 If SWSB objects to any statement submitted by the Consultant, SWSB shall so advise Consultant in writing giving reasons therefore within fourteen (14) days of receipt of such bill.

Mr. Gene Allen, Director  
July 28, 2023  
Page 4 of 4

If SWSB accepts the above proposal, please advise and we will prepare an Agreement to initiate this work.  
If we can be of any further assistance regarding this matter, please contact us at our office.

Regards,  
BETA Group, Inc.



Nicholas J. Corvello, P.E.  
Senior Associate

cc: (file)

Job No: 23.M2829.00

JACK REED  
RHODE ISLAND  
COMMITTEES  
APPROPRIATIONS  
ARMED SERVICES, CHAIRMAN  
BANKING, HOUSING, AND URBAN AFFAIRS  
INTELLIGENCE, Ex Officio

United States Senate  
WASHINGTON, DC 20510-3903

Washington, DC:

728 Hart Senate Office Building  
Washington, DC 20510-3903  
(202) 224-4642

Rhode Island:

1000 Chapel View Boulevard, Suite 290  
Cranston, RI 02920-3074  
(401) 943-3100

One Exchange Terrace, Room 408  
Providence, RI 02903-1744  
(401) 528-5200

1 (800) 284-4200

TDD Relay Rhode Island  
1 (800) 745-5555

<https://reed.senate.gov>

July 28, 2023

Dear Town Manager Randy Rossi,

A few months ago, I wrote to let you know that I had submitted your Congressionally Directed Spending (earmark) request to the Senate Appropriations Committee. Today, I am pleased to let you know that the following request was included in the bills passed by the Committee:

- Town of Smithfield– Water Interconnection – 1100000

While this is another important step in the process, there are still no guarantees that this funding will be included in the final law. But as the only Rhode Islander on the Appropriations Committee, I will keep fighting for it.

**What happens from here?**

Like all other bills, appropriations bills must be passed by the full Senate and House before being presented to the President. During this process, earmarks that were initially selected may be scaled back or eliminated entirely. Indeed, because the House Republican Majority has already proposed slashing funding for key programs by more than \$154 billion – including a 77% cut in public education - it could prove challenging to maintain funding for local projects this year.

**What if my project is included in the final FY 2024 appropriations law?**

Being included in the final bill that the President signs into law does not mean a project will receive funding immediately. Rather, recipients will be contacted by the federal agency they were funded under so they can enter into a grant agreement. This ensures that each project complies with federal law and conforms to the purpose of the request. Keep in mind that federal agencies typically will not reimburse for expenditures incurred before a grant agreement is finalized and that project recipients will often need to have matching funds available. Finally, federal agencies will require recipients to have an active registration under [SAM.gov](https://sam.gov).

**Let's stay in touch**

Because this is a lengthy process, you may have questions. As they arise, please do not hesitate to email [appropriations@reed.senate.gov](mailto:appropriations@reed.senate.gov) or call Erin Arcand, my Director of Federal Projects, at 401-528-5213, and we will work to address them.

Sincerely,



Jack Reed  
United States Senator

# Municipal Resilience Program

2023 Action Grant Application

*(Attachment A)*



**Project Title:** Improving Water System Resiliency - Farnum Pike and George  
Washington Highway

**Municipality:** Town of Smithfield

## Contact & Basic Project Information

---

**Point of Contract Name:** Lisa Andoscia

**Point of Contact Email:** landoscia@rosewoodcommunications.com

**Point of Contact Phone Number:** 401-575-3400

**Point of Contact Department:** Grant Writer

**Mailing Address:** Rosewood Consulting, One Rosewood Drive, North Providence, RI 02904

Will the Point of Contact also serve as the Project Manager?

Yes  No

If not, please provide the following information:

**Project Manager Name:** Gene Allen

**Project Manager Email:** gallen@smithfieldri.gov

**Project Manager Phone Number:** Insert phone number

**Project Manager Department:** Smithfield Water District

**Project Type:** Choose an item.

**Project Area** (*select all that apply*):

- Redesign and/or retrofit of existing vulnerable infrastructure and natural areas
- Energy resilience strategies
- Flood protection, drought prevention, water quality, and water infiltration techniques
- Solutions to reduce vulnerability to extreme heat and poor air quality
- Nature-based solutions to reduce vulnerability to climate change impacts
- Other (*please describe*): Click or tap here to enter text.

## Proposed Funding

---

**Grant Request:** \$5,200,000

**Total Municipal Match** (*at least 25% of grant request*): \$1,302,000

**Cash Match** (*at least 12.5% of grant request*): \$1,302,000

**In-kind** (*total municipal match – cash match*): Insert in-kind contribution (\$)

## Project Summary

---

*Please provide 1 – 2 short paragraphs describing the project.*

This grant would fund the installation of a new 12-inch water main extension from Appian Way along George Washington Highway, connecting with the existing water main, previously installed under the viaduct, then to Farnum Pike, extending up for a future interconnection with the Greenville Water District. Once established, Smithfield can maintain water services if a natural or manmade disaster affects this area. The Water Department will be able to isolate the site and continue to supply water, both potable and for fire protection. A break in the water line results in the system being down for extended periods, which creates safety issues, especially during periods of extreme heat, as residents may not have access to potable water.

The Town of Smithfield will also address stormwater runoff at the intersection of Route 104 and 116. The mitigation would include the construction of rip-rap swales along Route 104 and Route 116, with check dams to slow runoff velocities, construction of sediment forebay(s), and sand filters. The work would be performed within the State highway right-of-way. Additional stormwater mitigation will be considered along Route 116 at the low point in the highway between John Mowry/Stillwater Road and Route 7. Mitigation would include rip-rap swales, check dams to slow velocities, and a series of stormwater quality BMPs that would provide water quality improvement.

## Project Narrative

---

*Please provide your full project narrative using the prompts. See Section 3A in the RFR for more specifics on evaluation criteria. Use the rating system as a guide for what information should be included in the narrative to ensure the maximum score possible for your project. Responses should be concise (**maximum 400 words for each section**) and directly align with the prompt. Attachments such as images, drawings, letters, excel spreadsheets, etc. can be included for clarity.*

### **1. Background Information & Problem Statement**

*What are the main climate change challenges in your municipality? What is vulnerable to climate change in your municipality? What problem will this project address?*

In recent years, Smithfield has experienced highly disruptive and damaging weather events, including severe flooding in 2010 and 2023 and impacts from Tropical Storm Irene, Superstorm

Sandy, and the Nor'easter Nemo. Damage included riverine flooding of critical infrastructure, roads, low-lying areas, and localized flooding from stormwater runoff during heavy precipitation events. Smithfield's MRP Summary of Findings identified as priorities: inadequate and outdated stormwater drainage infrastructure should be updated, and the need to design and install more nature-based solutions across Smithfield, along with retrofitting older residential developments to retain and filter runoff onsite.

While significant flooding events garner attention, the effects of severe droughts are increasing in Rhode Island. Last August, a relatively short but severe drought disrupted food production, prompting the U.S. Department of Agriculture to declare all of Rhode Island a natural disaster area.<sup>1</sup> At the end of September 2020, 99% of Rhode Island was in extreme drought —the fourth-worst of five classifications the U.S. Drought Monitor uses to measure droughts.<sup>2</sup> Rhode Island experienced significant droughts in 2016/2017 and 2001-2002.

Droughts negatively impact groundwater levels and can cause private drinking wells to dry up. They can cause water sources to be scarce, unpredictable, and even polluted. The Town of Smithfield's MRP Community Resilience Building Summary of Findings, November 2022, identifies the need to build sustainable water management. A Specific Category of Concern is that Smithfield's "drinking water system is a "tree and branch system" with only one connection to Providence Water Supply, without the redundancy and continuity of service." As Rhode Island experiences more severe droughts, more private well owners will turn to the Town for clean water, putting additional pressure on the system.

The MRP Summary of Findings identifies this project as a priority: "Work to establish better hydraulic connections with neighboring municipal and private drinking water supply networks in hopes of securing a secondary water connection to help improve redundancy and resilience of water supply system in Smithfield."

## **2. Project Purpose, Goals, and Rationale**

*How will this project help to address these challenges and vulnerabilities, as part of a sustainable community approach to resilience? Why was this project selected among other MRP identified actions?*

The Town selected this project because sustainable water management is central to building a resilient community. Smithfield seeks to diversify its water sources to reduce the risk that the water supply will fall below water demand. A connection to the Greenville Water District would benefit both systems if there were a catastrophic pipe failure in either system. The link to the Greenville Water District helps keep each system's storage tanks full for longer. It could extend the time for either system to fix the failure or implement an emergency action plan.

The urgency of this issue was reinforced on June 26, 2023, when the 16" main transmission line feeding the Greenville Water System under Route 295 had a catastrophic line break. An emergency pump station was set up, which ran for four (4) straight days, 24/7, and was manually controlled and monitored until repairs were completed.

This project is an integral segment of an interconnection project to install a new water main along Greenville Avenue in Johnston, from Citizen's Bank Headquarters to the Greenville Water District System. This water system could be shared with both municipalities, providing ample water supply and redundancy for future growth and resiliency.

The project will also include stormwater runoff mitigation at the intersection of Route 104 and 116. Some significant slopes along both roadways result in scouring along 104 and 116 during heavy precipitation events. Sediment-laden runoff flows from the expanse of roadway pavement in this area into the wetland system adjacent to the Woonasquatucket River and, over time, has degraded the wetland and its ability to store floodwaters. The mitigation would include the construction of rip-rap swales along Route 104 and Route 116, with check dams to slow runoff velocities, construction of sediment forebay(s), and sand filters. The work would be performed within the State highway right-of-way. Additional stormwater mitigation will be considered along Route 116 at the low point in the highway between John Mowry/Stillwater Road and Route 7. In this area, stormwater flows in ditches along the shoulders of the road, eventually reaching an unnamed stream and associated wetlands that flow under the roadway. Mitigation would include rip-rap swales, check dams to slow velocities, and a series of stormwater quality BMPs that would improve water quality.

### **3. Project Description & Scope of Work**

*What is the project scope, how will it be completed, and by whom? Will the project be sustainable in the long term? How does this project fit into the resilience vision of the municipality?*

The project requires designing, permitting, and installing a new 12-inch water main extension from Appian Way along George Washington Highway, connecting with the existing water main, previously installed under the viaduct, then to Farnum Pike. Green infrastructure improvements will also be installed to mitigate stormwater runoff along Route 104 and Route 116 and at the low point in the highway between John Mowry/Stillwater Road and Route 7.

The project includes all engineering, permitting, and construction. It will be managed by Gene Allen, Town of Smithfield Director/Water Commissioner, supported by Beta Group. The project creates sustainability within Smithfield's drinking water supply.

The project addresses two of the Town's most critical MRP priorities related to water - "Work to establish better hydraulic connections with neighboring municipal and private drinking water supply networks in hopes of securing a secondary water connection to help improve

redundancy and resilience of water supply system in Smithfield.” It also addresses the Town’s desire to implement green infrastructure improvements to mitigate stormwater runoff, reduce scouring, and improve the quality of water entering surrounding wetlands and the Woonasquatucket River.

#### **4. Need for Assistance**

*Why is this funding critical to project implementation?*

The Town of Smithfield was recently awarded a \$1.1 million CDS grant from Senator Reed through the Senate Appropriations Committee. The Town has the resources to meet the 25% match requirement. By combining this grant with the funds awarded from Senator Reed and funding from the municipality, enough funds will be available to successfully complete the project.

#### **5. Community Benefits**

*What benefits will the project deliver? Who will benefit? Will the project benefit Environmental Justice communities, underserved, marginalized, or otherwise adversely affected groups, or other disadvantaged and/or vulnerable populations? Will the project deliver multiple co-benefits? Please include in this section project location, block group, and census tract, as well as this information for other areas benefiting from project implementation.*

The primary benefits of a connection to Greenville Water District (GWD) near Farnum Pike are redundancy and future added water supply. Currently, both systems have only one wholesale connection each to Providence Water Supply, with one emergency connection between SWSB and GWD at the Burlingame Road storage tanks. This emergency interconnection was engaged this past summer when GWD experienced a catastrophic pipe failure under Interstate Rte. 295 at the Rte. 44 interchange. The existing emergency interconnection was not designed to fill a one-million-gallon tank. The SWSB pump station had to be taken offline and replaced temporarily with a portable higher lift pump to supply the GWD storage tank and distribution system for four days to make emergency repairs to their system. If a failure occurs in the SWSB system, the existing emergency interconnection may prove challenging to our existing pipe due to the GWD system pressure.

The proposed connection to GWD would significantly benefit both systems when there is a catastrophic pipe failure in either the Smithfield Water Supply Board or the GWD systems, as was recently experienced with GWD this past summer. This connection to GWD at the Farnum Pike location is geographically more central to both distribution systems. If this

connection were realized, the critical importance of several other capital improvement projects to provide redundancy would be reduced or eliminated.

The project area is between Appian Way to Farnum Pike. Smithfield is divided into 4 Census Tracts 126.01, 126.02, 127.01 and 127.02. The project is located CT 126.01. All of Smithfield benefits from this project through a secure water supply and safe access to clean drinking water.

## **6. Feasibility and Transferability**

*How developed is the project to date? Is there strong support for the project? How can this project be a model for other similar projects in your municipality and statewide?*

The installation of water mains on Rte. 116 from Rte. 7 to Farnum Pike has been on the capital plan since at least 2001 (WSSMP Executive Summary prepared by Pare Corporation, Submitted January 25, 2001, Updated September 10, 2008, Page 5 CIP #2). The interconnection with GWD at Rte. 104 and Rte. 116 has also been on the list of desired interconnections since at least 2000. The main obstacle to making these improvements has been lack of available funding. The Smithfield Water Supply Board (SWSB) recently implemented routine rate studies every three years, with increases being implemented to set aside anticipated operating costs and capital fund reserves. Currently, the SWSB has available retained earnings to fund their portion of this project.

The SWSB has recently completed a formal public advertisement of a Request for Qualifications (RFQ) for an Engineer of Record for all permitting and design projects for a five-year period. The RFQ was reviewed by a committee and Beta Group was selected as the most qualified applicant, and subsequently awarded the contract. A scope of work and proposal was negotiated for Task 1 of this project and will be presented at an upcoming Town Council meeting for approval. The design will commence this winter with advertisement for construction late winter/early spring of 2024.

This project can be a model for other initiatives in the State as it illustrates the importance of diversifying water sources to reduce the risk that water supply will not meet demand as droughts are becoming more frequent. The project also demonstrates that construction projects provide an opportunity to address stormwater runoff issues using green infrastructure.

## **7. Community Outreach, Engagement, and Education**

*How has the municipality engaged residents, organizations, and community groups to build support for the project? How will the municipality ensure engagement opportunities moving forward? Will disadvantaged and/or vulnerable populations be engaged?*

The project has been a priority for Gene Allen Director/Water Commissioner and David Powers, Jr., District Superintendent Greenville Water District. Their careers are devoted to providing their communities with a safe water supply that meets their community's current and future needs. Representatives from Smithfield's businesses and college have been in contact with the Town to discuss the need for a secure water source to enable them to continue with their expansion plans. Residents have an expectation that their town will supply them with clean water 24/7/365. Only when service is disrupted, such as during the Greenville Water System event, do residents voice their concerns.

## **8. Incorporation of Nature-Based Solutions and Strategies**

*Are green infrastructure or nature-based elements included in the project? If you are implementing an Energy Resilience project, are clean energy solutions utilized?*

The project will incorporate green infrastructure by constructing rip-rap swales along Route 104 and Route 116, with check dams to slow runoff velocities, construction sediment forebay(s), and sand filters. Additional stormwater mitigation will be considered along Route 116 at the low point in the highway between John Mowry/Stillwater Road and Route 7. In this area stormwater flows in ditches along the shoulders of the road and eventually reaches an unnamed stream and associated wetlands that flows under the roadway. Mitigation would include rip-rap swales, check dams to slow velocities and as series of stormwater quality BMP's that would provide some level of water quality improvement.

## **9. Timeline & Project Tasks**

*When will the project start and finish, including key milestones? Please provide a list of key project tasks, aligned with your budget included in Attachment B:*

Task 1: Rte 116 (South) Water Main Installation & GWD Interconnection – Design – November through February 24

Task 2: Rte 116 (South) Water Main Installation & GWD Interconnection – Construction – April through November 24

Task 3: Farnum Pike Water Main Improvements – Design – April 24 through October 24 – Advertised December 24

Task 4: Farnum Pike Water Main Improvements – Construction – March 2025 with completion December 2025

Task 5: Rte 116 (North) Water Main Installation – Design – April 24 through October 24 – Advertised December 24

Task 6: Rte 116 (North) Water Main Installation – Construction March 2025 with completion December 2025

Task 7: Rte 116 / Farnum Pike Stormwater BMP's – March 2025 with completion December 2025

#### **10. Project Management and Partners**

*Who is leading the project and what groups / stakeholders are involved?*

Project leaders include Town Manager Randy Rossi, Town Planner Michael Phillips, and Gene Allen Director/Water Commissioner. The project has the strong support of Senator David Tikoian and the Smithfield Town Council. Mr. Allen works closely with David M. Powers, Jr., District Superintendent Greenville Water District. He works closely with his colleagues at Providence Water, Peter LePage, Director of Engineering and Greg Giasson, Executive Engineer, and the Directors of the Pawtucket Water Supply, and Lincoln and Cumberland Water Departments

#### **11. Proposal Resources**

*What resources did you utilize to develop this project proposal? Consider staff members, partners, and consultants who assisted (excluding services provided by The Nature Conservancy and Rhode Island Infrastructure Bank).*

The proposal was developed in consultation with Town Manager Randy Rossi, Town Planner Michael Phillips, Gene Allen Director/Water Commissioner, and Beta Group.

**12. REMINDER:** Attach Statement of Match as described in Section 2 in the RFP.



## Authorization of Grant Proposal Submittal

---

Signature of Chief Municipal Officer

10/20/2023

Date

Randy Rossi, Town Manager

Name and Title (Typed)

Duration of Term

Mailing Address:

Smithfield Town Hall, 64 Farnum Pike

Smithfield, Rhode Island 02917

Phone Number:

401-233-1010



# Town of Smithfield

OFFICE OF THE TOWN MANAGER  
64 FARNUM PIKE  
SMITHFIELD, RHODE ISLAND 02917  
TELEPHONE: (401) 233-1010 FACSIMILE: (401) 233-1080  
EMAIL: RROSSI@SMITHFIELDRI.COM

RANDY R. ROSSI, MBA, CGFM  
TOWN MANAGER

October 20, 2023

Ms. Kimberly Koriath  
Stormwater & Resilience Analyst  
Rhode Island Infrastructure Bank  
235 Promenade Street, Suite 119  
Providence, Rhode Island 02908

Dear Ms. Koriath:

On behalf of the Town of Smithfield, I would like to submit this letter of support for the RIIB Action Grant to install a permanent water main interconnection from Appian Way to Farnum Pike.

The Town's submittal seeks funding for the interconnection to provide system redundancy and an added water supply in the event of a catastrophic pipe failure in this area. These improvements will extend the time emergency repairs can be made before long-term impacts are felt by local businesses and residents. This project was identified as a priority in Smithfield's MRP Summary of Findings.

The Town agrees to the municipal match of 25% of the total project cost using cash contributions or a combination of cash & in-kind contributions. All matching funds the Town of Smithfield will provide have been approved and/or appropriated for the project.

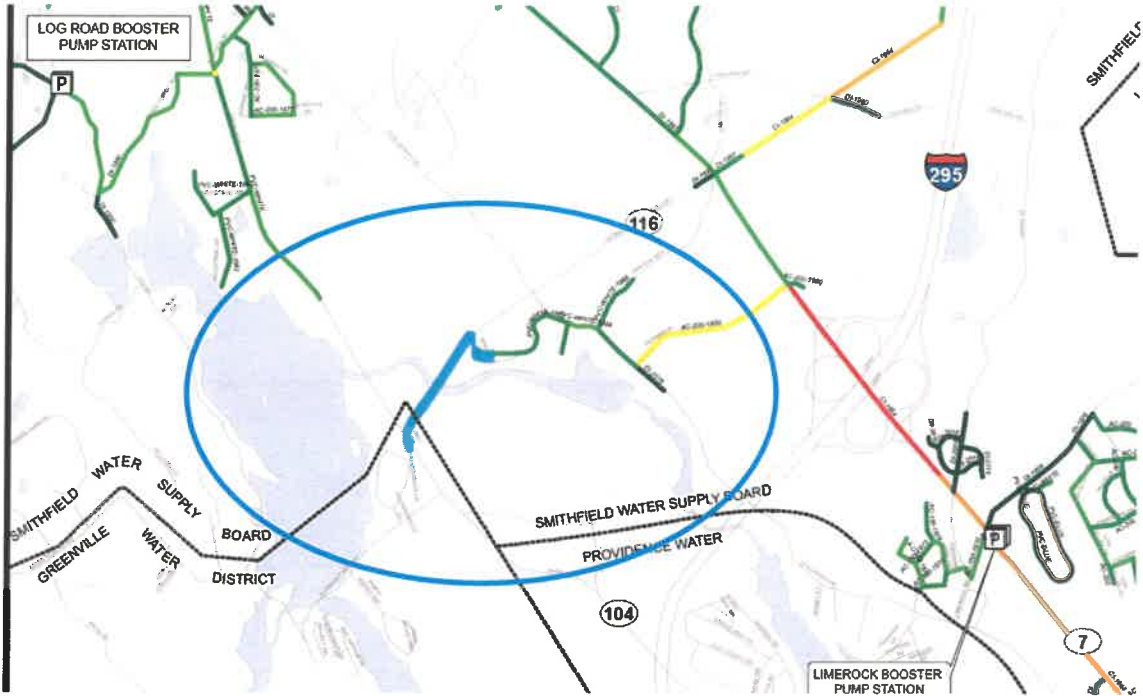
Thank you for considering the Town's most immediate climate-related hazard.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy R. Rossi".

Randy R. Rossi, MBA, CGFM

# Appian Way to Farnum Pike Connection

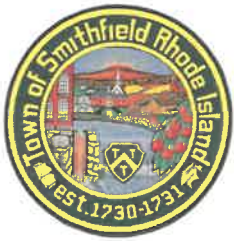


2023 MUNICIPAL RESILIENCE PROGRAM SCOPE AND BUDGET TEMPLATE						
Project Task Description	Deliverables	Responsible Party	Estimated Completion	Grant	Match	Total
<b>Tasks to be Completed by December 31, 2025</b>						
Task 0: Kick-off meeting with municipality, consultant, RIIB	Meeting notes, sign-in sheet	Municipal Project Manager & RIIB	TBD	N/A	N/A	N/A
Task 1: Rte 116 (South) Water Main Installation & GWD Interconnection - Design						
Subtask 1.1 - Conceptual Design	Conceptual Design Memo				\$ 15,000.00	\$ 15,000.00
Subtask 1.2 - Preliminary Design	Preliminary Design Plan				\$ 110,000.00	\$ 110,000.00
Subtask 1.3 - Final Design	Bid Documents for Public Advertisement				\$ 57,000.00	\$ 57,000.00
Subtask 1.4 - Permitting	Permits from RIDOT, RIDEM, RIDOH				\$ 26,000.00	\$ 26,000.00
Total Task 1 Cost				\$ -	\$ 208,000.00	\$ 208,000.00
Task 2: Rte 116 (South) Water Main Installation & GWD Interconnection - Construction						
Sub-task 2.1 - Bidding	Recommendation to Award			\$ 2,000,000.00	\$ 7,000.00	\$ 2,007,000.00
Sub-task 2.2 - Construction					\$ 87,000.00	\$ 87,000.00
Sub-task 2.3 - Construction Administration	Daily reports, construction photos				\$ 102,000.00	\$ 102,000.00
Sub-task 2.4 - Resident Observation	as-built drawings, grant documentation, draw requests				\$ 15,000.00	\$ 15,000.00
Sub-task 2.5 - Project Closeout					\$ 211,000.00	\$ 211,000.00
Total Task 2 Cost				\$ 2,000,000.00	\$ 211,000.00	\$ 2,211,000.00
Task 3: Farnum Pike Water Main Improvements - Design						
Subtask 3.1 - Conceptual Design	Conceptual Design Memo				\$ 10,000.00	\$ 10,000.00
Subtask 3.2 - Preliminary Design	Preliminary Design Plan				\$ 62,000.00	\$ 62,000.00
Subtask 3.3 - Final Design	Bid Documents for Public Advertisement				\$ 37,000.00	\$ 37,000.00
Subtask 3.4 - Permitting	Permits from RIDOT, RIDEM, RIDOH				\$ 26,000.00	\$ 26,000.00
Total Task 3 Cost				\$ -	\$ 135,000.00	\$ 135,000.00
Task 4: Farnum Pike Water Main Improvements - Construction						
Sub-task 4.1 - Bidding	Recommendation to Award			\$ 1,200,000.00	\$ 7,000.00	\$ 1,207,000.00
Sub-task 4.2 - Construction					\$ 55,000.00	\$ 55,000.00
Sub-task 4.3 - Construction Administration	Daily reports, construction photos				\$ 65,000.00	\$ 65,000.00
Sub-task 4.4 - Resident Observation	as-built drawings, grant documentation, draw requests				\$ 10,000.00	\$ 10,000.00
Sub-task 4.5 - Project Closeout					\$ 137,000.00	\$ 137,000.00
Total Task 4 Cost				\$ 1,200,000.00	\$ 137,000.00	\$ 1,337,000.00
Task 5: Rte 116 (North) Water Main Installation - Design						
Subtask 5.1 - Conceptual Design	Conceptual Design Memo				\$ 15,000.00	\$ 15,000.00
Subtask 5.2 - Preliminary Design	Preliminary Design Plan				\$ 102,000.00	\$ 102,000.00
Subtask 5.3 - Final Design	Bid Documents for Public Advertisement				\$ 57,000.00	\$ 57,000.00
Subtask 5.4 - Permitting	Permits from RIDOT, RIDEM, RIDOH				\$ 26,000.00	\$ 26,000.00
Total Task 5 Cost				\$ -	\$ 200,000.00	\$ 200,000.00
Task 6: Rte 116 (North) Water Main Installation - Construction						
Sub-task 6.1 - Bidding	Recommendation to Award			\$ 2,000,000.00	\$ 7,000.00	\$ 2,007,000.00
Sub-task 6.2 - Construction					\$ 87,000.00	\$ 87,000.00
Sub-task 6.3 - Construction Administration	Daily reports, construction photos				\$ 102,000.00	\$ 102,000.00
Sub-task 6.4 - Resident Observation	as-built drawings, grant documentation, draw requests				\$ 15,000.00	\$ 15,000.00
Sub-task 6.5 - Project Closeout					\$ 211,000.00	\$ 211,000.00
Total Task 6 Cost				\$ 2,000,000.00	\$ 211,000.00	\$ 2,211,000.00
Task 7: Rte 116 / Farnum Pike Stormwater BMP's						
Sub-task 7.1 - Bidding	Recommendation to Award			\$ 30,000.00	\$ 30,000.00	\$ 60,000.00
Sub-task 7.2 - Construction				\$ 170,000.00	\$ 170,000.00	\$ 340,000.00
Total Task 7 Cost				\$ 200,000.00	\$ 200,000.00	\$ 400,000.00
<b>TOTAL GRANT REQUEST COST</b>				<b>\$ 5,200,000.00</b>	<b>\$ 1,302,000.00</b>	<b>\$ 6,502,000.00</b>
Matching Municipal Funds	CDS Grant				\$ 1,100,000.00	
	SWSIS Retained Earnings				\$ 202,000.00	

(Add lines as necessary and incorporate into existing formulas)

(Note: Match must be at least 25% of total grant request)

25%




# TOWN OF SMITHFIELD DEPARTMENT OF PUBLIC WORKS

PHONE: (401) 233-1034

FAX: (401) 233-1075

---

## MEMORANDUM

Date: December 5, 2023  
To: Honorable Town Council sitting as the Smithfield Water Supply Board  
Through: Randy R. Rossi, Town Manager  
From: Gene Allen, Public Works Director / Water Commissioner   
RE: Recommendation of Award – Water Service GPS Location and GIS Layer Development – Beta Group

### BACKGROUND:

The SWSB is responsible for approximately 1,600 water services within the entire distribution system. Currently these service locations are recorded on two sets of paper tie cards, one with each field person. They are worn, considerably faded and do not provide a permanent digital record.

These water service locations are the last components of the distribution system that have not been spatially located in the GIS-based platform. Once these services are located by GPS (Global Positioning System), a layer will be developed in the GIS (Geographic Information System), and then the service address and water meter serial number will be linked. Once this is completed we will be able to issue work orders for each service location and track all work associate with each meter.

This project was discussed with the Advisory Commission at their November 6, 2023 meeting. The Advisory Commission voted unanimously to support the recommendation before you this evening.

### FINANCIAL IMPACT:

Funding for this project will be through the Smithfield Water Supply Board operating budget.

### RECOMMENDATION:

That the Smithfield Town Council, sitting as the Smithfield Water Supply Board, award the Water Service GPS Location and GIS Layer Development in the amount not to exceed \$18,000.00, to Beta Group, Inc. of 701 George Washington Highway, Lincoln, RI, 02865.

**MOVED:** *That the Smithfield Town Council, sitting as the Smithfield Water Supply Board, award the Water Service GPS Location and GIS Layer Development in the amount not to exceed \$18,000.00, to Beta Group, Inc. of 701 George Washington Highway, Lincoln, RI, 02865.*

**ATTACHMENT B  
AGREEMENT BETWEEN  
SMITHFIELD WATER SUPPLY BOARD and  
BETA GROUP, INC.**

**AUTHORIZATION FORM  
ON-CALL ENGINEERING SERVICES**

This work shall be performed under the AGREEMENT made by and between the Town of Smithfield RI through its Water Supply Board, (CLIENT) and BETA Group, Inc., (ENGINEER) for **On-Call Engineering Professional Services**. This ASSIGNMENT AUTHORIZATION made this **28th day of November, 2023**.

WHEREAS, CLIENT and ENGINEER have mutually agreed to proceed with the services of this ASSIGNMENT in accordance with ARTICLES 2 and 4 of the AGREEMENT;

NOW THEREFORE, ENGINEER is authorized to commence with the services of this Assignment.

**ASSIGNMENT DESCRIPTION**

This ASSIGNMENT will consist of BETA staff locating the Smithfield Water District's approximate 1,600 water services within the entire system. These services have not been previously located in any form using GIS-based platforms and with the new ArcGIS Online (AGOL) platform these services can now be included. BETA staff will utilize high accuracy GPS equipment to spatially locate each service and include it with the water system mapping that BETA currently hosts for the Water District.

**ARTICLE 2 - SERVICES OF ENGINEER**

**SCOPE OF SERVICES**

ENGINEER'S Services will consist of the following three tasks in order to complete this project:

**Task 1: Field Data Collection Program**

Under this task BETA will create a water service feature layer within the existing AGOL platform for use by field staff to locate services where applicable. Based on conversations with the water district, BETA will be working in conjunction with the staff from the water district to locate all services within the system. Staff from the water district will be marking locations for water services in the field based on institutional knowledge and available record drawings. Once marked BETA staff will be utilizing a Trimble DA2 Catalyst GPS receiver, capable of sub 2-3-inch accuracy levels in perfect conditions, to spatially locate each of the marked services. Given that services are not always clearly visible, BETA will allow the water district time to begin marking locations so that enough of a gap exists between BETA field staff and the water district staff for maximum efficiency in the field.

The Catalyst receiver will be linked directly to the water districts already existing ESRI ArcGIS Online (AGOL) account. The GPS receiver will link to the ESRI Field Maps application on a tablet

and BETA field staff will be able to update the location of each water service in real-time within the GIS environment.

**Task 2: Service Tie-Card Gap Analysis**

As part of this task BETA will use the existing PDF scans of the tie-cards for each of the water services to assign each scan to the corresponding location of a water service in the GIS. As part of this process, BETA will organize the scan's asset ID (in this case the address of the property) to match the asset ID as depicted in the point data and a hyperlink for each point will be established. Approximately 1,600-point features will be developed, attributed, and hyperlinked with its associated tie-card to be used in the GIS platform. BETA will disclose any tie-cards that could not be linked to an asset due to erroneous and/or illegible tie-card information.

Once all scans have been joined, BETA will also export a list of the existing addresses where a tie-card was not present. This will allow the water district to see the gap in existing tie-cards and provide the district an opportunity to generate tie-cards that are missing. The newly generated tie-cards will then be added back into the GIS for the ability to view the scanned documents using the tablets in the field. This will provide the water district with the ability to be completely digital and allow for a complete set of tie-cards to now exist.

**Task 3: ArcGIS Online Update & Deliverables**

Once all tie-cards and service locations have been finalized, BETA will provide updates to the existing AGOL dashboard for the water district, as well as hard copies of the mapping. As part of this Task BETA will also develop summary reports for use by the Town that will be delivered as both hard copies and hosted digitally through the AGOL account already established by the water district. This dashboard is where the district can view the mapped data and interact with the attribute information attached to each of the assets being hosted through the site.

**SCHEDULE**

The estimated time for completion of the ASSIGNMENT is 180 calendar days.

**ARTICLE 4 - COMPENSATION & PAYMENT**

The total labor charges and reimbursable expenses for the Scope of Services, described herein, shall not exceed \$18,000 without prior written approval from the CLIENT.

All terms and conditions of the AGREEMENT remain in full force except as specifically modified by this ASSIGNMENT AUTHORIZATION.

IN WITNESS WHEREOF, the parties hereto have made and executed this AUTHORIZATION, the day and year first written above.

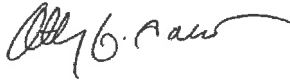
**SMITHFIELD WATER SUPPLY BOARD**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BETA GROUP, INC.**

By: 

Title: Senior Vice President

Date: November 28, 2023



October 31, 2023

Mr. Gene Allen  
Water Commissioner  
Town of Smithfield, RI  
3 Spragueville Road  
Smithfield, RI 02917

**Re: GIS/Asset Management Support Services: Water District**

Dear Mr. Allen:

BETA Group, Inc. (BETA) is pleased to submit this proposal to continue to provide the Town of Smithfield's Water District with GIS/Asset Management services. To date, BETA has assisted the Water District with the mapping and GPS location of all hydrants, hydrant valves, and main gate valves within the district. Once located BETA developed an ArcGIS Online (AGOL) platform for water assets. Based on our recent conversation, it is our understanding that the Water District is seeking to supplement the mapping by including the water services that are included within the water district. The following scope of work outlines the tasks to be included within this project:

## **SCOPE OF WORK**

The town of Smithfield's water district is responsible for an approximate 1,600 water services within the entire system. These services have not been spatially located in any form of a GIS-based platform and with the new ArcGIS Online (AGOL) platform these services can now be included.

### **Task 1: Field Data Collection Program**

Under this task BETA will create a water service feature layer within the existing AGOL platform for use by field staff to locate services where applicable. Based on conversations with the water district, BETA will be working in conjunction with the staff from the water district to locate all services within the system. Staff from the water district will be marking locations for water services in the field based on institutional knowledge and available record drawings. Once marked BETA staff will be utilizing a Trimble DA2 Catalyst GPS receiver, capable of sub 2–3-inch accuracy levels in perfect conditions, to spatially locate each of the marked services. Given that services are not always clearly visible, BETA will allow the water district time to begin marking locations so that enough of a gap exists between BETA field staff and the water district staff for maximum efficiency in the field.

The Catalyst receiver will be linked directly to the water districts already existing ESRI ArcGIS Online (AGOL) account. The GPS receiver will link to the ESRI Field Maps application on a tablet and BETA field staff will be able to update the location of each water service in real-time within the GIS environment.

**Task 2: Service Tie-Card Gap Analysis**

As part of this task BETA will use the existing PDF scans of the tie-cards for each of the water services to assign each scan to the corresponding location of a water service in the GIS. As part of this process, BETA will organize the scan's asset ID (in this case the address of the property) to match the asset ID as depicted in the point data and a hyperlink for each point will be established. Approximately 1,600-point features will be developed, attributed, and hyperlinked with its associated tie-card to be used in the GIS platform. BETA will disclose any tie-cards that could not be linked to an asset due to erroneous and/or illegible tie-card information.

Once all scans have been joined, BETA will also export a list of the existing addresses where a tie-card was not present. This will allow the water district to see the gap in existing tie-cards and provide the district an opportunity to generate tie-cards that are missing. The newly generated tie-cards will then be added back into the GIS for the ability to view the scanned documents using the tablets in the field. This will provide the water district with the ability to be completely digital and allow for a complete set of tie-cards to now exist.

**Task 3: ArcGIS Online Update & Deliverables**

Once all tie-cards and service locations have been finalized, BETA will provide updates to the existing AGOL dashboard for the water district, as well as hard copies of the mapping. As part of this Task BETA will also develop summary reports for use by the Town that will be delivered as both hard copies and hosted digitally through the AGOL account already established by the water district. This dashboard is where the district can view the mapped data and interact with the attribute information attached to each of the assets being hosted through the site.

Mr. Gene Allen  
October 31, 2023  
Page 3 of 3

**FEE PROPOSAL:**

The preceding scope of work for this program will be billed as a **not-to-exceed amount of \$18,000**. Thank you for the opportunity to continue to assist the Town of Smithfield. If you have any questions or require additional information on this proposal, please feel free to contact Anthony Garro (508) 769-2807 or Joe McGuire (860) 449-4076.

Sincerely,

**BETA GROUP, INC.**



Joseph McGuire  
**Senior Asset Management Coordinator**  
GIS & Asset Management Services

**cc: Anthony Garro**





SMITHFIELD  
PUBLIC SCHOOLS

# TOWN OF SMITHFIELD SMITHFIELD SCHOOL DEPARTMENT

---

## INTEROFFICE MEMORANDUM

---

**TO:** HONORABLE SMITHFIELD TOWN COUNCIL

**FROM:** CARLOS SANTOS, PURCHASING AGENT

**SUBJECT:** THE SCHOOL DEPARTMENT IS ASKING THE TOWN COUNCIL TO CONSIDER/APPROVE ADVERTISING A REQUEST FOR PROPOSALS (RFP) FOR CAFETERIA EQUIPMENT FOR MULTIPLE SCHOOL BUILDINGS.

**DATE:** NOVEMBER 29, 2023

**CC:** RANDY R. ROSSI, TOWN MANAGER  
DAWN BARTZ, SCHOOL DPT. SUPERINTENDENT  
SARA MONACO, ASSISTANT SUPERINTENDENT  
MELISSA DEVINE, DIRECTOR OF FINANCIAL OPERATIONS  
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS

---

### **Background:**

The School Department is asking the Town Council to consider authorizing a RFP upgrade/replace a large amount of school cafeteria equipment in two (2) locations: Location 1 is Smithfield High School, 90 Pleasant View Avenue - Location 2 is Gallagher Middle School, 10 Indian Run Trail.

This request is subject to School Committee approval at their Monday, December 4, 2023 School Committee meeting.

### **Discussion:**

That the Town Council consider approving the advertising of this RFP for cafeteria equipment at multiple school building locations. The cafeteria equipment being replaced is in need of updating.

### **Financial Impact:**

There are multiple funding sources for this project: 1. USDA Equipment Grant - 2. Healthy Meals Grant and 3. Nutrition Fund - pending RIDE approval.

### **Attachment/s:**

Copy of RFP is attached.

### **Motion:**

That the Smithfield Town Council hereby approve the Purchasing Agent to advertise the request for proposal for cafeteria equipment at multiple school building locations as outlined on the RFP.

# TOWN OF SMITHFIELD



ON BEHALF OF  
THE SMITHFIELD SCHOOL DEPARTMENT



SMITHFIELD  
PUBLIC SCHOOLS

## REQUEST FOR PROPOSALS

RFP # 231129

CAFETERIA EQUIPMENT



**TOWN OF SMITHFIELD**  
ON BEHALF OF



SMITHFIELD  
SCHOOL DEPARTMENT

**THE SMITHFIELD SCHOOL DEPARTMENT**  
State of Rhode Island

**Terms and Requirements for Request for Proposal**

Item Description: **CAFETERIA EQUIPMENT – SMITHFIELD SCHOOL DEPARTMENT**

Date and Time to be **OPENED: Thursday, January 18, 2024 at 10:00 AM**

Proposals may be submitted up to **10:00 AM** on the above meeting date at the Finance Office, Attention Purchasing Agent, Smithfield Town Hall 64 Farnum Pike, Smithfield, RI 02917, during normal business hours, 8:30 AM through 4:30 PM. All proposals will be publicly opened and read at the Town Hall Council Chambers, second floor, Town Hall.

**Instructions**

1. Bidders must submit sealed proposals in an envelope clearly labeled with the above captioned item or work. The proposal envelope and any information relative to the proposal must be addressed to the **Purchasing Agent**, Smithfield Town Hall 64 Farnum Pike, Smithfield, RI 02917. Any communications that are not competitive sealed proposals (i.e., product information or samples) should have **"NOT A BID"** written on the envelope or wrapper.
2. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
3. Proposal responses must be in ink or typewritten.
4. The price or prices proposed should be stated both in **WRITING** and in **NUMERALS**, and any proposal not so stated may be rejected.
5. Proposals **SHOULD BE TOTALED** WHEN APPLICABLE. Do not group items: price each item individually. Awards may be made on the basis of **total** proposal or by **individual items**.
6. Each responder is required to state in their proposal their full name and place of residence; and must state the names of persons or firms with whom he/she is submitting a joint proposal. All proposals **SHOULD BE SIGNED IN INK**.
7. One original proposal and **three copies** shall be submitted.

## NOTICE TO VENDORS

1. The Town of Smithfield reserves the right to waive any and all informalities and to award the contract on the basis of the lowest responsible evaluated bid proposal.
2. No proposal will be accepted if made in collusion with any other responder.
3. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with Rhode Island General Laws, as amended, Sections 7-1.2-1401.
4. The Town of Smithfield reserves the right to reject any and all proposals.
5. In determining the lowest responsible evaluated bid proposal, cash discounts for payments less than thirty (30) days will not be considered.
6. The Town of Smithfield reserves the right to award to one responder, or to split the award.
7. All proposals will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the Town's website ([www.smithfieldri.com/bids](http://www.smithfieldri.com/bids))
8. As the Town of Smithfield is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will be considered.
10. The contractor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any moneys hereunder, or its claim thereto without the previous written consent of the Town Manager.
- 11. Delivery dates must be shown on your proposal. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.**
12. A certificate of insurance shall be required of a successful bidder within five (5) days of contract award. The Town of Smithfield shall be an *additionally named insured* in the title holder box of said certificate.
- 13. Proposals may be submitted on an "equal" in quality basis. The Town reserves the right to decide equality. Responders must indicate brand or make offered and submit detailed specifications if other than the brand requested.**
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Law concerning payment of prevailing wage rates apply (See R.I. General Law Sec. 37-13-1 et seq. as amended).
15. No goods should be delivered or work started without Notice from the Town.

## SCOPE OF SERVICE

The Smithfield School Department is seeking to upgrade/replace a large amount of school cafeteria equipment in two (2) locations. **Location 1** is Smithfield High School, 90 Pleasant View Avenue - **Location 2** is Gallagher Middle School, 10 Indian Run Trail. The upgrade/replacement will take place as soon as the items are available for delivery.

A **Non-Mandatory but strongly encouraged walk through site visit of the space will take place on Wednesday, December 13, 2023 at 10:00AM at Smithfield High School, 90 Pleasant View Avenue, Smithfield, RI 02917.**

All items listed on vendors proposal can be "**same as or equal to**" specified items. All items marked as gas are to be for **natural gas** not propane. Supplier/Manufactures will provide Turnkey startup of all equipment and be responsible for operational instruction to school staff and arrange for the removal of old equipment.

Proposals must include dimensional drawings for all items and include delivery timeline.

### **ITEMS FOR LOCATION 1:**

#### **SMITHFIELD HIGH SCHOOL, 90 PLEASANT VIEW AVENUE SMITHFIELD, RI 02917**

<b>ITEM</b>	<b>QTY</b>	<b>DESCRIPTION</b>
1	1 ea	<b>EXHUAST HOOD</b> Captive-Aire Model No. CUSTOM Hood #1 1 Job #6001474 6024ND2PSPF 9ft 7" Long Exhaust Only Wall Canopy Hood with 16" Wide Front Perforated Supply Plenum with Builtin 3" Back Standoff <b>x1</b>  430 SS Where Exposed <b>x1</b>  Insulation for the PSP Housing Front <b>x1</b>  Utility Cabinet on the Left Side 12.00" Width x 60.00" Length x 24.00" Height <b>x1</b>  FILTER 20" tall x 16" (19.625" by 15.625") wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 85% efficient at 9 microns, 76% efficient at 5 microns. Used on hoods shipped AFTER 7/27/17. <b>x7</b>  Recessed Round LED fixture and LED Light, 3500 K warm output. <b>x3</b>  EXHAUST RISER Factory installed 16" Diameter X 4" Height <b>x1</b> SUPPLY RISER 12"x 28" Supply Riser with Volume Dampers <b>x3</b>  1/2 Pint Grease Cup New Style, Flanged Slotted <b>x2</b>  Electrical Package Installation in Utility Cabinet by Plant. <b>x1</b> WRAPPER CHANNEL Front, Left, Right <b>x1</b>  INSULATION FOR BACK OF HOOD <b>x1</b>  RIGHT VERTICAL END PANEL 27" Top Width, 21" Bottom Width, 80" High Insulated 430 SS <b>x1</b>  LEFT VERTICAL END PANEL 27" Top Width, 21" Bottom Width, 80" High Insulated 430 SS

ITEM	QTY	DESCRIPTION
1A	1lt	<b>WALL FLASHING</b>  Packed It Stainless Steel Backsplash Panel 80" High 126" Long

**1B 1ea FIRE SUPPRESSION SYSTEM**

**ANSUL**

Material portion of a (2) new ANSUL® wet chemical fire suppression systems to protect the commercial cooking equipment and exhaust hoods at the above location in accordance with NFPA 96, 17A, UL300, State & local codes, as follows:

- (2) ANSUL® Automan® Mechanical control assemblies
- (3) Stainless steel agent tanks in stainless steel enclosure as follows;
  - o R102S as item #1D for Hood #1 and associated cooking equipment
  - o R102DT as item #10D for Hood #10 and associated cooking equipment
- All pipe, nozzles, conduit, and cables, as required
- (2) Remote Emergency pull stations for manual activation
- Properly rated fusible links for automatic activation
- (2) Mechanical Gas Shut Off Valves up to 2" in size
- Double pole-double throw micro-switch for electrical and alarm interphase, as required.

**1.1 1 ea HOOD**

Captive-Aire

Electrical System #1 Job #6001474

DCV2111 Demand Control Ventilation, w/ control for 2 Exhaust Fans, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Fans modulate based on duct temperature. INVERTER DUTY 3 PHASE MOTOR REQUIRED FOR USE WITH VFD. Room temperature sensor shipped loose for field installation.

ESV152N02YXB571 Variable Frequency Drive 2 HP Max., 200/240 V, Single or Three Phase Input, 7.0 A Max., NEMA 1 Enclosure, with 2RJ45 FOR MODBUS x1

ESV402N02TXB571 Variable Frequency Drive 5 HP Max., 200/240 V, Three Phase, 16.5 A Max., NEMA 1 Enclosure, with 2RJ45 FOR MODBUS x1

ESV402N02TXB571 Variable Frequency Drive 5 HP Max., 200/240 V, Three Phase, 16.5 A Max., NEMA 1 Enclosure, with 2RJ45 FOR MODBUS x1

PSP thermostat kit, includes 1x duct thermostat, quick seal, and jbox for monitoring of PSP discharge temperature. x1

ITEM QTY

DESCRIPTION



**PIZZA BAKE OVEN, DECK-TYPE, GAS**

Blodgett Model No. 961P SINGLE  
Pizza Oven, deck-type, gas, 42"W x 32"D deck interior, (1) 7" high section, (FDTH) 300-650°F mechanical thermostat, QHT Rokite deck, crown angle trim, counter-balanced door with concealed hinges, full angle iron frame, stainless steel top, front, sides and back, 27-1/2" stainless steel legs, 50,000 BTU, cETLus, NSF, CE

- 1 ea 2 year parts, 1 year labor and 3 additional year door warranty (parts only), standard
- 1 ea Natural gas
- 1 ea Stainless steel draft diverter
- 1 ea FDTH 300-650 degree temperature control, standard
- 1 ea Steel deck in lieu of standard , per deck
- 1 st 27-1/2" legs, stainless steel (set), standard
- 1 st Casters (set)
- 1 ea NOTE: Casters come with Black legs (stainless steel N/A)

2A 1 kt








**BLUE HOSE GAS CONNECTOR KIT**

Dormont Manufacturing Model No. 1675KITCF48 (04419025) Packed  
1 kt

Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) Safety Quik® QDV, (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty

ITEM	QTY	DESCRIPTION
3	1 ea	<p><b>EXHUAST HOOD</b></p> <p>Captive-Aire Model No. CUSTOM Hood #2 10L Job #6001474  6024ND2PSPF 9ft 4" Long Exhaust Only Wall Canopy Hood with 14" Wide Front Perforated Supply Plenum with Builtin 3" Back Standoff  x1  430 SS Where Exposed x1  Insulation for the PSP Housing Front x1  FILTER 20" tall x 16" (19.625" by 15.625") wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 85% efficient at 9 microns, 76% efficient at 5 microns. Used on hoods shipped AFTER 7/27/17.  x7  Recessed Round LED fixture and LED Light, 3500 K warm output. x3  EXHAUST RISER Factory installed 14" Diameter X 4" Height  SUPPLY RISER 12"x 28" Supply Riser with Volume Dampers x2</p> <p>1/2 Pint Grease Cup New Style, Flanged Slotted x2  WRAPPER CHANNEL Front, Left x1  BALANCE DAMPERS x1  INSULATION FOR BACK OF HOOD x1  Parts required to mount riser sensor 6 inches beside riser. Sensor installed directly in line with the center of riser and in center of the plenum space front to back.  x1  LEFT VERTICAL END PANEL 27" Top Width, 21" Bottom Width, 80" High Insulated 430 SS x1</p> <p>Hood #3  6024ND2PSPF 7ft 2" Long Exhaust Only Wall Canopy Hood with 14" Wide Front Perforated Supply Plenum with Builtin 3" Back Standoff  x1  430 SS Where Exposed x1  Insulation for the PSP Housing Front x1  Fire Cabinet on the Right Side 12.00" Width x 60.00" Length x 24.00" Height  x1  FILTER 20" tall x 16" ( 19.625" by 15.625") wide Stainless Steel Captrate Solo filter with hook, ETL Listed. Particulate capture efficiency: 85% efficient at 9 microns, 76% efficient at 5 microns.  x5</p> <p>Recessed Round LED fixture and LED Light, 3500 K warm output. x2 EXHAUST RISER Factory installed 14" Diameter X 4" Height x1 SUPPLY RISER 12"x 28" Supply Riser with Volume Dampers x2</p> <p>1/2 Pint Grease Cup New Style, Flanged Slotted x2 WRAPPER CHANNEL Front, Right x1  BALANCE DAMPERS x1</p>

ITEM	QTY	DESCRIPTION
		INSULATION FOR BACK OF HOOD x1 Parts required to mount riser sensor 6 inches beside riser. Sensor installed directly in line with the center of riser and in center of the plenum space front to back. x1 RIGHT VERTICAL END PANEL 27" Top Width, 21" Bottom Width, 80" High Insulated 430 SS
3A	1lt	<b>WALL FLASHING</b>  Packed It Stainless Steel Backsplash Panel 80" High 17'6" Long
4	1ea	<b>OVEN, ELECTRIC</b> Alto-Shaam Model No. AR-7E-SGLPANE Rotisserie Oven, countertop, electric, (7) removable stainless steel angled spits, 21- 28 chicken capacity, cook-n-hold, electronic LED controller with display, drip pan with drain, single pane flat glass door, solid back, stainless steel construction, 4" adjustable legs, EcoSmart®, cULus, UL EPH Classified, CE, IPX3, TUV NORD, PCT
		
		<ul style="list-style-type: none"> <li>1 ea 208v/60/1-ph, 40.0 amps, 8.3kW, bare end, no plug</li> <li>1 ea Stainless steel exterior, standard</li> <li>1 ea Right-hand door swing, standard</li> <li>1 cs CE-46828 Alto-Shaam, Non-Caustic cleaner, (1) 32 oz bottle</li> </ul>

ITEM	QTY	DESCRIPTION
5	1 ea	<b>RANGE, 36", 6 OPEN BURNERS</b>  Vulcan Model No. 36S-6BN Endurance™ Restaurant Range, natural gas, 36", (6) 30,000 BTU burners, lift-off burner heads, standard oven, stainless steel front, sides, backriser, & lift-off high shelf, fully MIG welded chassis, 6" adjustable legs, 215,000 BTU, CSA, NSF
	1 ea	1 year limited parts & labor warranty, standard
	1 ea	K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation
	1 ea	SHIELD-FRYLH Fryer Shield, left
	1 ea	Stainless steel backriser & lift-off high shelf, standard
	1 ea	Stainless steel backriser & lift-off high shelf, standard
	1 st	CASTERS-RR4 Casters, 5" (set of 4) (2 with locks)
5A	1 kt	<b>BLUE HOSE GAS CONNECTOR KIT</b>  Dormont Manufacturing Model No. 16100KITCF48 (04419030) Packed 1 kt Dormont Blue Hose™ Moveable Gas Connector Kit, 1" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) Safety Quik® QDV, (2) 90° elbows, coiled restraining cable with hardware, 334,000 BTU/hr minimum flow capacity, limited lifetime warranty
6	1 ea	<b>TILTING SKILLET BRAISING PAN, GAS</b>  Vulcan Model No. VG40 Braising Pan, Gas, 40-gallon capacity, 46" wide open base, manual tilt, 9" deep stainless steel pan with gallon markings, pouring lip & removable strainer, spring assist cover with drip edge, pan holder, solid state control, includes L faucet bracket, electric ignition, 12" stainless steel legs with adjustable flanged feet, 120,000 BTU, CSA Flame, CSA Star, UL EPH Classified
	1 ea	1 year limited parts & labor warranty, standard
	1 ea	Natural gas (specify elevation if over 2,000 ft.) 1
	ea	NOTE: Elevation kits are field installed
	1 ea	120v/60/1-ph, 9.0 amps, cord & plug, standard
	1 ea	SGLTS 12NZN SINGLE Pantry Deck-Mount Faucet, 12" swivel spout, includes 4" & 12" riser, NSF & Lead Reduction Compliant (Note: water connection required)
	1 st	CASTERS BP Set of 4 adjustable casters - 2 locking
	1 ea	BOILINGBASKET Boiling Basket, 12" x 20" x 6" deep, perforated, stainless steel, with handles
6A	1 kt	<b>BLUE HOSE GAS CONNECTOR KIT</b>  Dormont Manufacturing Model No. 1675KITCF48 (04419025) Packed 1 kt Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) Safety Quik® QDV, (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty

ITEM	QTY	DESCRIPTION
------	-----	-------------

89903 1 ea **FIRE SUPPRESSION SYSTEM**

ANSUL

Installation portion of a (2) new ANSUL® wet chemical fire suppression systems to protect the commercial cooking equipment and exhaust hoods at the above location in accordance with NFPA 96, 17A, UL300, State & local codes, as follows:


- (2) ANSUL® Automan® Mechanical control assemblies
- (3) Stainless steel agent tanks in stainless steel enclosure as follows;
  - o R102S as item #1D for Hood #1 and associated cooking equipment
  - o R102DT as item #10D for Hood #10 and associated cooking equipment
- All pipe, nozzles, conduit, and cables, as required
- (2) Remote Emergency pull stations for manual activation
- Properly rated fusible links for automatic activation
- (2) Mechanical Gas Shut Off Valves up to 2" in size
- Double pole-double throw micro-switch for electrical and alarm interphase, as req.

7 1 ea **EXHAUST HOOD**

Captive-Aire

Suitability of the structure to sustain the hood or to the surrounding area of the hood meeting any existing code requirements. Mechanical Permits, if required, are the owner/general contractor's responsibility. All switches, motor protection devices and/or electrical disconnects are by others unless specifically listed herein. Any air balancing, if required, would be by others. Light fixtures are provided as part of an exhaust hood. Light bulbs are not included and are supplied by owner.

8 2 ea **COMBI OVEN, GAS**



Alto-Shaam Model No. 7-20G PRO  
 Prodigy™ Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN 1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVent™ steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, ENERGY STAR®, EAC

- 2 ea One year parts and labor warranty, standard
- 2 ea It is the sole responsibility of the vendor of this equipment to verify that the incoming water supply is comprehensively tested and, if required, provide a means of water treatment that would meet the compliance requirements with the manufacturers water quality standards published on the product spec sheet. All filtration specifications will meet or exceed manufacturer's warranty.

- 1 ea Alto-Shaam Prodigy Factory Authorized Installation Program (First unit only)
- 1 ea Alto-Shaam Prodigy Factory Authorized Installation Program, for Table-top Units, per each additional unit
- 2 ea Installation Program includes:
  1. Pre-installation site survey
  2. Professionally reviewed and managed installation process
  3. Assembly of purchased equipment
  4. Assembly of any accessories
  5. Placement and leveling of unit
  6. Connection to existing utilities within three feet of unit, at a future date to be determined.
  7. Mechanical to ensure proper function


Installation Program does not include:


- 1. Unit must be within five feet of and have a clear and unobstructed path to final destination
    2. Special licensing or permits
    3. Overtime travel or labor
    4. Installation kit
  - 2 ea Specify gas type 2
  - ea Natural gas
  - 2 ea TURBO without Smoker, standard
  - 2 ea 120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug
  - 2 kt 5021522 Installation Kit, for gas combi ovens, CPVC, rated up to 20.0 amps, per oven
  - 2 ea 5030518 Ethernet option (Must be added at time of unit configuration)
  - 2 ea Stacked
  - 1 ea 5031207 Reverse Osmosis System, 10 gallon hydropneumatic storage tank, up to 175 gpd production, operates at line pressure (non-electric), particulate & chlorine reduction prefilter, mineral-addition cartridge, post-filter for chloramine reduction, full system bypass valve and valve-in-head system shut off, includes hose, tubing & fittings for installation, compact wall-mount processor with remote storage tank provides installation flexibility, Include manifold (Y-Fitting) for stacked oven connection (For Stacked Application)
  - 1 ea Reverse Osmosis System Field Install Program
  - 2 ea Removable "T" style temperature probe, standard
  - 1 ea CE-46991 Alto-Shaam, Concentrated Oven Cleaner, Quantity 50 tablets per container (75 gram tablet size). (Replaces CTP/CTC cleaner, CE-36354)
  - 1 cs CE-46829 Alto-Shaam, Non-Caustic cleaner, (6) 32 oz bottles
  - 8 ea SH-22584 Shelf, stainless steel wire
  - 1 ea 5016707 Stacking Hardware, 7-20E or 7-20G over 7-20G
  - 1 ea 5017391 Mobile Stacking Base, for stacking on 7-20 or 10-20 model ovens
-

## ITEMS FOR LOCATION 2:

Gallagher Middle School 10 Indian Run Trail, Smithfield, RI 02917



ITEM	QTY	DESCRIPTION
1	2 ea	<b>OPEN DISPLAY MERCHANDISER</b> Structural Concepts Model No. CO35R Oasis® Self-Service Refrigerated Open Air Screen Case, 36-1/4"W, 61-5/8"H, Breeze-E (Type II) with EnergyWise self-contained refrigeration system, Blue Fin coated coil, (2) non-lit adjustable metal shelves, top light, one piece formed ABS plastic tub, black interior, (2) full end panels, 4"D removable wall spacer brackets, casters, cETLus, ETL-Sanitation
	2 ea	NOTE: If GFCI is required, a GFCI breaker MUST be used in lieu of a GFCI receptacle
	2 ea	NOTE: 34" Minimum entry door clearance required (without shipping skid & with rear spacer bracket removed)
	2 ea	1 yr. parts & labor warranty, 5 yr. compressor warranty, standard
	2 ea	Breeze-E (Type II) with EnergyWise refrigeration - NSF Type II compliant, standard
	2 ea	110-120v/60/1ph, 14.66 amps, standard
	2 ea	6 ft straight blade power cord NEMA 5-20P (base exit), standard
	2 ea	NOTE: Compressor air intake from front & out rear, unit MUST remain 4" from wall & front panel cannot be blocked (Not applicable with remote refrigeration option)
	2 ea	CLEAN SWEEP Clean Sweep®, automatic condenser coil cleaner
	2 ea	Base Support: Casters, with levelers, standard
	2 ea	Exterior: Laminate standard color 909-58 Black
	2 ea	Lower front panel: Black, standard
	2 ea	Left end panel: Full with mirrored interior, vinyl edging, standard
	2 ea	Right end panel: Full with mirrored interior, vinyl edging, standard
	2 ea	Back Panel: Solid back panel, black, painted, standard
	2 ea	Digital Fahrenheit thermometer, standard
	2 ea	Add Lights (LED) to standard shelves (2)
	2 ea	Roll-down security cover, locking (requires two end panels (full or cutaway) per case) but CANNOT be used with Case to Case acrylic end panel)(must be chosen when case is ordered)



Item	Qty	Description
2	1 ea	<b>WORK TABLE, CABINET BASE OPEN FRONT</b> John Boos Model No. 4CO4-3684 Work Table, cabinet base with open front, 84"W x 36"D, 14/300 stainless steel flat top, Stallion Safety Edge front, 18/430 stainless steel wrap, stainless steel legs with adjustable feet, NSF
		
	1 ea	4CO4-3684 Work Table, cabinet base with open front, 84"W x 36"D, 14/300 stainless steel flat top, Stallion Safety Edge front, 18/430 stainless steel wrap, stainless steel legs with adjustable feet, NSF
	1 ea	X-0002L Size modification to reduce size, price next largest size
	1 ea	X-0115X modified to specifications, PER SKETCH (used when changing size)
		Modify cabinet to be bolted in the field to be 36" x 162" long Cutout on left for 400-HWI/D6 Full tray slid on rear 60" drop down slide for cutting board on front left
	1 ea	X-0216C Turned Down Field Joint Provision, bolted, (bolted in field by K.E.C.) (Modification)
	1 ea	X-0208A Cutout per sketch (used for special cutouts for drop-in) (modification)
	5 ft	X-0208B Control Panel Apron, for drop-in, requires top cut out X-0208A (per linear foot) (modification)
	2 ea	TS-S84-D Tray Slide, drop down design, solid ribbed, 84"W x 12"D, 14/300 stainless steel deck
	1 ea	TS-S60-D <b>**PER SKETCH**</b> Tray Slide, drop down design, solid ribbed, 60"W x 12"D, 14/300 stainless steel deck
	1 ea	PL17 Steam Table Cutting Board, 60"W x 8"D x 1/2" thick, reversible polyethylene, NSF
		<b><u>**Cutting boards will need to be larger than 6" due to brackets holding them**</u></b>

3	1 ea	<b>WORK TABLE, CABINET BASE OPEN FRONT</b> John Boos Model No. 4CO4-3684 Work Table, cabinet base with open front, 84"W x 36"D, 14/300 stainless steel flat top, Stallion Safety Edge front, 18/430 stainless steel wrap, stainless steel legs with adjustable feet, NSF
		
	1 ea	4CO4-3684 Work Table, cabinet base with open front, 84"W x 36"D, 14/300 stainless steel flat top, Stallion Safety Edge front, 18/430 stainless steel wrap, stainless steel legs with adjustable feet, NSF
	1 ea	X-0002L Size modification to reduce size, price next largest size



Item	Qty	Description
		<p>Modify cabinet to be bolted in the field to be 36" x 162" long            Cutout on right for 400-HWI/D6            Full tray slid on rear            60" drop down slide for cutting board on front right</p>
	1 ea	X-0216C Turned Down Field Joint Provision, bolted, (bolted in field by K.E.C.) (modification)
	1 ea	X-0208A Cutout per sketch (used for special cutouts for drop-in) (modification)
	5 ft	X-0208B Control Panel Apron, for drop-in, requires top cut out X-0208A (per linear foot) (modification)
	2 ea	TS-S84-D Tray Slide, drop down design, solid ribbed, 84"W x 12"D, 14/300 stainless steel deck
	1 ea	TS-S60-D <b>**PER SKETCH**</b> Tray Slide, drop down design, solid ribbed, 60"W x 12"D, 14/300 stainless steel deck
	1 ea	PL17 Steam Table Cutting Board, 60"W x 8"D x 1/2" thick, reversible polyethylene, NSF <b>**Cutting boards will need to be larger than 6" due to brackets holding them**</b>
4	2 ea	<p><b>GUARD</b>            BSI Model No. DECO-953            Layout: Straight (54") -- Includes:            (1) DECO-953; LED Light Unit (Within Same Housing); (1) 48" BSI Dual Stealth            Warmer/Light/Warmer Combo; (1) DECO-953 End Post Stainless Steel #4 Finish; (1) DECO953 End Post Stainless Steel #4 Finish; (1) End Panel - Guard Glass w/holes 1/4" tempered glass (Standard) (Right); (1) End Panel - Guard Glass w/holes 1/4" tempered glass (Standard) (Left); Mounting Option TBD; 3/8" tempered glass front panels and 3/8" topshelves; Estimated            Shipping Weight: 91.5</p>
5	2 ea	<p><b>HOT FOOD WELL UNIT, DROP-IN, ELECTRIC</b>            Alto-Shaam Model No. 400-HWI/D6            Halo Heat® Hot Food Well Unit, Drop-In, Electric, (4) 12" x 20" full-size pan capacity (pans NOT included), 6-3/8" deep well, holds 6" deep pans, (4) individual adjustable thermostatic controllers, stainless steel construction, EcoSmart®, cULus, UL EPH Classified, CE, IPX3, TUV NORD</p>
	2 ea	120v/50/60/1-ph, 20.0 amps, 2.4kW, 6 ft. cord, NEMA L5-30P, standard
	2 ea	Cord located on back of control box, standard
	8 ea	11318 Pan Divider Bar, half-size or third-size pans



Item	Qty	Description
6	2 ea	<b>DISPLAY MERCHANDISER, HEATED, FOR MULTI-PRODUCT</b>
		<p>Hatco Model No. HXMS-48D            Slant Heated Merchandiser with LED Lighting Warmer, 48" W, countertop, dual shelf, (18) divider rods, (4) bulbs per shelf, thermostat, infrared heat, hardcoat aluminum base, tempered side glass hinged to post</p>
	2 ea	One year on-site parts & labor warranty, plus one additional year parts only warranty on all Glo-Ray metal sheathed elements
	2 ea	120/208v/60/1-ph, 2900 watts, 12.1 amps, NEMA L14-20P (domestic voltage), standard
	2 ea	BLACK Black, designer color (available at time of purchase only)
	2 ea	HZM48BP 5" Sneeze guard on front upper shelf for 48 models (available at time of purchase only)
	2 ea	HZM48BP 5" Sneeze guard on front lower shelf for 48 models (available at time of purchase only)
	2 ea	DS-ITC Indicating temperature control (LED) double shelf (adds 1-7/8" to horizontal model depth & 1-3/4" to slant model depth) (available at time of purchase only)
7	2 ea	<b>DISPLAY CASE, HOT FOOD, COUNTERTOP</b>
		<p>Hatco Model No. FSD-2X            Flav-R-Savor® holding &amp; display cabinet, (2) door, (3) tier pan rack without motor, LED lighting, with 6 ft cord &amp; plug, 1440 watts, CE, cULus, UL EPH Classified, Made in USA</p>
	2 ea	One year on-site parts & labor warranty, plus one additional year parts only warranty on all Flav-R-Savor® metal sheathed air heating elements
	2 ea	120v/60/1-ph, 1414 watts, 11.8 amps, NEMA 5-15P (domestic voltage), standard
	2 ea	STANDARD Clear Anodized Aluminum housing, finish, standard (available at time of purchase only)
	2 ea	FSD3TCR (3) tier Circle Rack with pizza pan retainers, each
	2 ea	COUPLING Motorless rack coupling (select appropriate circle rack)

Item	Qty	Description
8	1 ea	<b>WORK TABLE, CABINET BASE HINGED DOORS</b>
		 <p>John Boos Model No. 4CH6-3672  Work Table, cabinet base with (2) sets of hinged doors, 72"W x 36"D,  16/300 stainless steel flat top, Stallion Safety Edge front, 18/430  stainless steel wrap, stainless steel legs with adjustable feet, NSF</p>
	1 ea	X-0002L Size modification to reduce size, price next largest size
	1 ea	X-0115X modified to specifications, Modify to be 36" x 66" long Cutout for 400-CW tray slide on front and rear
	2 ea	TS-S72-D Tray Slide, drop down design, solid ribbed, 72"W x 12"D, 14/300 stainless steel deck
9	1 ea	<b>COLD FOOD WELL UNIT, DROP-IN, REFRIGERATED</b>
		 <p>Alto-Shaam Model No. 400-CW  Coldwell Drop-in Refrigerated Cold Display Unit, self-contained,  utilizing R-290 refrigerant, mounted on corrosion resistant framework,  suspended below unit body, includes expansion valve, thermostatic  control, sliding shroud, dual air movement louver, and (5) pan divider  bars for side support, (4) 12" x 20" full-size pan capacity (pans NOT  included), 6-1/4" deep well, holds 6" deep pans, EcoSmart®, 1/4 hp,  600 watts, 115v/60/1, 5.0 amps, 9' cord, NEMA 5-15P, cULus, NSF</p>
	1 ea	Five (5) year limited compressor warranty standard 5
	ea	1014395 Pan Divider Bar, half-size or third-size pans 1
	ea	SW-35840 Remote on/off switch with 8' extension
10	1 ea	<b>GUARD</b>
		<p>BSI Model No. DECO-970  Layout: Straight (60") -- Includes:  (1) DECO-970; BSI LED lights installed in a slim-line housing, wiring by  others in the field.;</p> <p>(1) DECO-970 Adjustable Double Sided End Post Stainless Steel #4  Finish; (1) DECO-970  Adjustable Double Sided End Post Stainless Steel #4 Finish; (1) End  Panel - Guard Glass w/holes 1/4" tempered glass (Standard) (Right);  (1) End Panel - Guard Glass w/holes 1/4" tempered glass (Standard)  (Left); Above Counter Mount; 3/8" tempered glass front panels and  3/8" topshelves; Does Not Include: Heat; Estimated Shipping  Weight: 133lbs.</p>

Item	Qty	Description
11	1 ea	<p><b>HAND SINK</b></p> <p>Hand Sink, wall mounted, 17"W x 15"D x 13"H overall, 14" x 10" x 5" bowl size, 8" backsplash with 2" return, left &amp; right side splashes, 1-1/8" splash faucet holes 4" O.C. , includes 1-1/2" basket drain, 20 ga. 300 series stainless steel construction, NSF (946744)</p>
11A	1 ea	<p><b>WALL / SPLASH MOUNT FAUCET</b></p> <p>T&amp;S Brass Model No. B-1146-04-CR  Workboard Faucet, wall mount, 4" centers, 5-3/4" swivel gooseneck nozzle (includes lockwasher to convert to rigid), 2.2 GPM aerator, quarter-turn Cerama cartridges with check valves, 4" wrist blade handles with color-coded indexes, 1/2" NPT male inlets, ADA Compliant</p> <p>1 ea 1 year limited warranty, standard</p>
12	1 ea	<p><b>DISHTABLE, SOILED "L" SHAPED</b></p> <p>John Boos Model No. SDT6-K60120SBK-L  Pro-Bowl Soiled Dishtable, corner design, 60" machine to corner, 120" corner to end, 44"H overall size, L-shaped, left-to-right operation, (1) 20"W x 20" front-to-back x 8" deep pre-rinse sink bowl, 10"H boxed backsplash with 45° top &amp; 2" return, (1) set of splash mount faucet holes with 8" centers, 2-1/4"H rolled edge, 16/300 stainless steel top, stainless steel legs, bracing, &amp; adjustable bullet feet, NSF</p> <p>1 ea SPECIFY DISH MACHINE BRAND AND MODEL. John Boos standard opening is 20-7/8". Certain dish machines require modification at additional cost not shown here.</p> <p>1 ea X-2201P 30" left end splash, stainless steel (up to 10" in height)</p> <p>3 ea X-0411A Additional length of drainboard</p> <p>1 ea X-0413F Mitered Rolled Edge</p> <p>6 ft X-0413J Pass Thru Shelf (per linear foot) (minimum 3 feet)</p> <p>1 ea PB-DTA-20-01-X Dish Table Pre-Rinse Basket, with welded slide bar, stainless steel construction, fits 20" x 20" pre-rinse sink</p>

Item	Qty	Description
12A	1 ea	<p data-bbox="313 201 675 228"><b>PRE-RINSE FAUCET ASSEMBLY</b></p> <p data-bbox="313 239 1138 415">T&amp;S Brass Model No. B-0133-CR-BJ EasyInstall Pre-Rinse Faucet, splash/wall mount, 8" OC, 44" flexible stainless steel hose with B-0107-J Spray Valve (1.07 gpm), Cerama cartridges with check valves, lever handles, 18" riser, includes 6" wall bracket, low lead compliant</p>
		
13	1 ea	<p data-bbox="313 443 829 470"><b>DISHWASHER, CONVEYOR TYPE, VENTLESS</b></p> <p data-bbox="313 480 1159 940">Hobart Model No. CL44ENVL+BUILDUP Ventless Conveyor Dishwasher, heat pump energy recovery operation, single tank, (202) racks/hour, Opti-Rinse™ system, insulated hinged cabinet-style doors with door interlock switches, door actuated drain closure, pressure reducing valve, self-aligning wash manifolds, stainless steel anti-clogging wash arms, removable pump intake screen, stainless steel self-draining pump &amp; impeller, (1) scrap screen &amp; basket, 19-1/2"H chamber accommodates (6) sheet pans, 0.62 gallon/rack, stainless steel enclosure panels, NSF rated pot and pan mode, programmable microprocessor controls with low temperature, dirty water, and de-lime notification, 30kW stainless booster heater, 9kW wash tank heater, 4 HP compressor, 1/6 HP drive, 2 HP wash, 1/6 HP heat pump fan, ENERGY STAR®</p> <p data-bbox="240 951 1114 1020">1 ea Standard warranty - 1-Year parts, labor &amp; travel time during normal working hours within the USA</p> <p data-bbox="240 1031 699 1058">1 ea CL44ENVL-ELE0AX 208v/60/3-ph</p> <p data-bbox="240 1068 802 1096">1 ea CL44ENVL-HTE09K Electric tank heat 9kw</p> <p data-bbox="240 1106 807 1134">1 ea CL44ENVL-ERH30K 30 kW electric booster</p> <p data-bbox="240 1144 797 1171">1 ea CL44ENVL-DIR0LR Left to right operation</p> <p data-bbox="240 1182 735 1209">1 ea CL44ENVL-HGTSTD Standard height</p> <p data-bbox="240 1220 704 1247">1 ea CL44ENVL-FETSTD Standard feet</p> <p data-bbox="240 1266 1148 1335">1 ea WS80-NOINSTALL Water softening system 4,818 grains/lb capacity, 14 gallons regeneration volume, salt alarm, holds 2 bags of salt, pricing</p> <p data-bbox="240 1383 953 1411">1 ea DTV-CLEN Drain water tempering kit for CLEN models</p> <p data-bbox="240 1421 849 1449">1 ea Installation of drain water tempering kit only</p> <p data-bbox="240 1459 862 1486">1 ea CLE/TBL-SWITCH Table limit switch CLE-Series</p> <p data-bbox="240 1497 1127 1606">1 ea SF-8583-A Single Point Electrical Connection -- including booster, without circuit breakers (150+ amp) Not for standard units - only for use Ventless, Hatchable and CL64T models</p>
		

Item	Qty	Description
14	1 ea	<b>CLEAN DISHTABLE</b> John Boos Model No. CDT6-S108SBK-R Pro-Bowl Clean Dishtable, straight design, 108"W x 30"D x 44"H overall size, left-to-right operation, 10"H boxed backsplash with 45° & 2" return, 2-1/4"H rolled edge, 16/300 stainless steel top, stainless steel legs, bracing, & adjustable bullet feet, NSF
	1 ea	X-0413G Limit Switch Provision
15	1 ea	<b>DISHTABLE SORTING SHELF</b> John Boos Model No. BHS1863-TS-X Dishrack Sorting Shelf, 63"W x 18"D x 12-1/4"H, wall mounted, slanted, tubular, includes brackets, 16/300 stainless steel, NSF
16	2 ea	<b>STORAGE SHELVES</b> Centaur Model No. EPOXY TO CONSIST OF THE FOLLOWING:
	8 ea	C2442K Centaur®K Series Shelving, wire, 42"W x 24"D, green epoxy, NSF
	8 ea	C86K Centaur® Stationary Post, 86-5/8"H, with leveling bolt & cap, green epoxy
	1 lt	<b>DELIVERY</b>

DELIVERY ONLY OF ABOVE EQUIPMENT TO SITES

**REQUIREMENTS:**

1. Responders must guarantee that the services can be provided to the Smithfield School Department within the time specified in the proposal form.
2. Services which do not in the opinion of the Town meet the specified requirements will not be accepted.
3. Inquiries concerning clarification on any portion of this RFP should be made to:

Carlos Santos  
Purchasing Agent  
64 Farnum Pike  
Smithfield, RI 02917  
[csantos@smithfieldri.com](mailto:csantos@smithfieldri.com)

**Timeline**

Request for Proposals Issued	December 5, 2023
Proposal Due Date and Opening	January 18, 2024 at 10:00 am
Questions Deadline	January 11, 2024 by 4:00PM
Completion Date	ASAP

**1. Final Selection:**

- i. The Smithfield Town Council and Smithfield School Department will select a firm after taking into account the recommendation submitted by the evaluation committee. The Smithfield School Committee will take final action as to whether to go forward with the project. Following the notification of the firm selected, it is expected a contract will be executed by the parties.
- ii. A firm's submission of a proposal indicates acceptance of all the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Smithfield and the firm selected.
- iii. The notification of the firm selected, it is expected a contract will be executed by the parties.

**TOWN OF SMITHFIELD**  
State of Rhode Island  
On Behalf of:  
The SMITHFIELD SCHOOL DEPARTMENT

1. Cost Proposal:

i. The cost proposal should include the following information:

- a. The responder shall submit Appendix A – Cost Proposal filled out completely.
- b. The cost proposal should contain all pricing information relative to performing the services as described in this specification.
- c. The pricing shall remain for the duration of the contract.

2. Evaluation Criteria:

- i. The Town will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include weighted criteria detailed below. If further information is desired, vendors may be requested to make additional written submissions or oral presentations to the Town.
- ii. Proposal will be evaluated on the following:

	Evaluation Criteria	Score
1.	Required documents stated in RFP	30
2.	Quality of Submission	30
4.	Pricing	40
	Grand Total	100

**TOWN OF SMITHFIELD**  
 State of Rhode Island  
 On Behalf of:  
 The SMITHFIELD SCHOOL DEPARTMENT  
**APPENDIX A – COST PROPOSAL**

<b>Agrees to respond on: Cafeteria Equipment RFP</b>	
<b>Date and time to be opened: January 18, 2024 at 10:00 AM</b>	
<b>Vendor Name:</b>	
<b>Vendor Address:</b>	
<b>City, State, Zip:</b>	
<b>Soc.Sec.# or Fed.Id#</b>	

Items	Price
<u>LOCATION # 1 - Smithfield High School</u>	
<b>UNIT COST</b>	
<b>ITEM</b>	<b>QTY</b>
<b>DESCRIPTION</b>	
1.	1 – Exhaust Hood (Captive-Aire Model # Custom hood #1)
1B.	1 – Wall Flashing – Stainless Steel Backsplash Panel 80” high 126” long
1C.	1 – Fire Suppression System (ANSUL)
1.1.	1 – Hood (Captive-Aire) DCV2111
2.	1 – Pizza Bake Oven, Deck-type Gas (Blodgett Model No. 961P Single)
2A.	1 – Blue Hose Gas Connector Kit (Dormont Manufacturing Model # 1675KITCF48)
3.	1 – Exhaust Hood (Captive-Aire model No. Custom Hood #2)
3A.	1 – Wall Flashing – Stainless Steel Backsplash Panel 80” high 17’ 6” long
4.	1 – Oven, Electric, Rotisserie (Alto-Shaam) Model No. AR-7E-SGLPANE
5.	1 – Range, 36”, Open Burners (Vulcan) Model No. 365-6BN
5A.	1 – Blue Hose Gas Connector Kit (Dormont Manufacturing Model # 1675KITCF48)
6.	1 – Tilting Skillet Braising Pan, Gas (Vulcan) Model VG40
6A.	1 – Blue Hose Gas Connector Kit (Dormont Manufacturing Model # 1675KITCF48)
7.	1 – Exhaust Hood (Captive-Aire)
8.	1 – Combi Oven, Gas (Alto-Shaam) Model No. 7-20G PRO
9.	1 – Delivery
10.	1 – Installation
<b>LUMP SUM COST:</b>	
<b>IN WRITING</b>	
<b>NUMERALS</b>	

**TOWN OF SMITHFIELD**

State of Rhode Island

On Behalf of:

The SMITHFIELD SCHOOL DEPARTMENT

**APPENDIX A – COST PROPOSAL (PAGE 2)**

Items		Price
<b>LOCATION # 2 - Gallagher Middle School</b>		
<b>UNIT COST</b>		
ITEM	QTY	DESCRIPTION
1.	2	Open-Display Merchandiser (Structural Concepts) Model No. CO35R
2.	1	Work Table, Cabinet Base Open Front (John Boos) Model No. 4CO4-3684
3.	1	Work Table, Cabinet Base Open Front (John Boos) Model No. 4CO4-3684
4.	2	Guard (BSI) Model No. DECO-953
5.	2	Hot Food Well Unit, Drop-in, Electric (Alto-Shaam) Model No. 400-HWI/D6
6.	2	Display Merchandiser, Heated, for Multi product (Hatco) Model No. HXMS-48D
7.	2	Display Case, Hot Food, Countertop (Hatco) Model No. FSD-2X
8.	1	Work Table, Cabinet Base Hinged Doors (John Boos) Model No. 4CH6-3672
9.	1	Cold Food Well Unit, Drop-in, Refrigerated (Alto-Shaam) Model No. 400-CW
10.	1	Guard (BSI) Model No. DECO-970
11.	1	Hand Sink
12.	1	Wall/Splash Mount Faucet (T&S BRASS) Model No. B-1146-04-CR
13.	1	Dishtable, Soiled "L" Shaped (John Boos) Model No. SDT6-K60120SBK-L
14.	1	Pre-Rinse Faucet Assembly (T&S Brass) Model No. B-0133-CR-BJ
15.	1	Dishwasher, Conveyor Type, Ventless (Hobart) Model No. CL44ENVL+BUILDUP
16.	1	Clean Dishtable (John Boos) Model No. CDT6-S108SBK-R
17.	1	Dishtable Sorting Shelf (John Boos) Model No. BHS1863-TS-X
18.	2	Storage shelves (Centaus) Model No. EPOXY – Consist of the following:
		8 - #C2442K Centaur K series shelving wire, 42" w X 24" green epoxy
		8 - #C86K Centaur Stationary Post, 86-5/8" H, with leveling bolt & Cap
19.	1	Delivery
20.	1	Installation
<b>LUMP SUM COST:</b>		
<b>IN WRITING</b>		<b>NUMERALS</b>



**TOWN OF SMITHFIELD** SMITHFIELD  
SMITHFIELD SCHOOL DEPARTMENT  
PUBLIC SCHOOLS

---

INTEROFFICE MEMORANDUM

---

**TO:** HONORABLE SMITHFIELD TOWN COUNCIL  
**FROM:** CARLOS SANTOS, PURCHASING AGENT  
**SUBJECT:** REQUEST FOR APPROVAL OF CREEN ACRES LANDSCAPING & CONSTRUCTION (GALC) CHANGE ORDER #2/PCO #8 AND PCO #9 FOR BOYLE ATHLETIC FIELD COMPLEX IMPROVEMENTS.  
**DATE:** NOVEMBER 29, 2023  
**CC:** RANDY R. ROSSI, TOWN MANAGER  
DAWN BARTZ, SCHOOL DPT. SUPERINTENDENT  
MELISSA DEVINE, DIRECTOR OF FINANCIAL OPERATIONS  
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS

---

**BACKGROUND:**

Green Acres Landscaping & Construction (GALC) notified RGB Architects, the owner project manager (OPM) on this project, that another change order would be required. Change Order #2/PCO #8 & PCO # 9 includes the following:

**PCO #8** – This proposal is for work associated with replacing unforeseen direct burial wiring to the parking lot lights, adjacent to the football field, which was uncovered during new sidewalk work. This PCO also includes placement of conduit for a future IT connection from the high school to the concession building. This PCO is for \$37,574.13, RGB has reviewed the scope of work and considers it accurate but the amount may be negotiated. RGB supports moving forward with a not to exceed value of \$37,547.13

**PCO #9** – This proposal is for work associated with providing and installing a second discus cage and throwing area at the throwing field. The PCO is for \$43,592.47. RGB has reviewed the scope of work and considers it accurate but the amount may be negotiated. RGB supports moving forward with a not to exceed value of \$43,592.47.

The requested Change Order #2/PCO#8 & PCO#9 for a total amount not to exceed \$81,166.60 is subject to approval by the Boyle Athletic Committee at their next meeting and the School Committee at their December 4, 2023 meeting.

**FINANCIAL IMPACT:**

Through the Boyle Athletic Field Project funds.

**ATTACHMENTS:**

Copy of Change Order #2/PCO#8 & PCO#9 and memo from RGB Architects.

**MOVED:**

That the Smithfield Town Council hereby authorizes the Boyle Building Committee and the Smithfield School Department to approve processing; Change Order #2/PCO#8 & PCO#9 for materials and labor to Green Acres Landscaping & Construction in an amount not to exceed \$81,166.60. Subject to approval by the Boyle Athletic Committee at their next meeting and the School Committee at their December 4, 2023 meeting.



architecture  
project management  
interior design

---

November 29, 2023

Mr. Angelo Mencucci  
Director of Building and Grounds  
Smithfield Public Schools  
49 Farnum Pike  
Smithfield, RI 02917

**Re: Smithfield High School Boyle Athletic Field Complex Improvements  
Green Acres Landscaping and Construction Company, Inc.  
Ref: Change Order #2 / PCO #8 and #9  
RGB #6683-5**

Dear Mr. Mencucci:

As requested, please find attached PCO #8 and PCO #9 from Green Acres Landscaping and Construction Company, Inc. (GAL).

PCO #8 - This proposal is for work associated with replacing unforeseen direct burial wiring to the parking lot lights, adjacent to the football field, that was uncovered during the new sidewalk work. This PCO also includes conduit placement for a future IT connection from the high school to the concession building. The PCO is for \$37,574.13. The scope of work was reviewed, and the Team considers it is accurate, however the requested amount may be negotiated. Therefore, RGB supports proceeding with PCO #8, with a not-to-exceed value of \$37,574.13.

PCO #9 – This proposal is for work associated with providing and installing a second discus cage and throwing area at the throwing field. The PCO is for \$43,592.47. The scope of work was reviewed, and the Team considers the scope appropriate. However, the requested amount may have room for negotiation. Therefore, RGB supports proceeding with PCO #9, with a not-to-exceed value of \$43,592.47.

Please contact me should you have any questions or concerns regarding PCOs #8 and #9.

Thank you,

John Racine, AIA, LEED AP  
Principal

RGB Architects

# Green Acres LANDSCAPE & CONSTRUCTION CO. INC.

21 Malbone Street  
Lakeville, MA 0234721  
P. (508) 823-6699 F. (508) 823-7502

Mr. John Racine  
Principal  
RGB Architects  
50 Holden St  
Providence, RI 02908

11/16/2023  
PCO # 8

Enclosed is our price breakdown for the Parking Lot Lighting conduit to be installed per PR #3. The Cost for installation of conduit from the School to the Mech/Elec Room also included in this price. School to Trench and backfill after conduit has been installed.

**Scope of Work:**

Green Acres to excavate and install conduit to be used for parking lot lighting. Backfill to follow trenching and install. Price included for SCAPS to install conduit with pull strings for future CAT5 cable install.

<u>Labor</u>			<u>Hours</u>		<u>Rate</u>	<u>Cost</u>	<u>Extension</u>
<u>Men</u>							
2	Laborers	Lot Lighting	24		\$ 62.37	\$ 2,993.76	
1	Operator	Lot Lighting	22		\$ 74.72	\$ 1,643.84	
					\$ -	\$ -	
					\$ -	\$ -	
						\$ 4,637.60	\$ 4,637.60
 <u>Labor Burden</u>							
29%						\$ 1,344.90	
						\$ 1,344.90	\$ 5,982.50
 <u>Equipment</u>							
			<u>Hours</u>		<u>Rate</u>		
	Excavator	Lot Lighting	22	Is	\$ 125.00	\$ 2,750.00	
	Truck with Tools		22	Is	\$ 45.00	\$ 990.00	
						\$ 3,740.00	\$ 9,722.50

<u>Materials</u>	<u>Qty.</u>	<u>E.O.M.</u>	<u>Price</u>			
Sand for Parking Lot Lighting Trench	50	tons	\$ 35.00	\$	1,750.00	
			\$ -	\$	-	
				\$	1,750.00	\$ 11,472.50
 <b><u>Sub Contractor</u></b>						
S.C.A.P.S LLC	Parking Lighting	1	ea	\$ 13,800.00	\$ 13,800.00	
S.C.A.P.S LLC	Conduit for CAT5	1	ea	\$ 6,760.00	\$ 6,760.00	
			ea	\$	-	
			ea	\$	-	
			ea	\$	-	
			ea	\$	-	
				\$	20,560.00	\$ 32,032.50
 <b><u>General/Administrative/Profit</u></b>						
15.00%				\$	4,804.88	
				\$	4,804.88	\$ 36,837.38
 <b><u>General Liability &amp; Umbrella</u></b>						
0%				\$	-	
				\$	-	\$ 36,837.38
 <b><u>Bond Premium</u></b>						
2.00%				\$	736.75	
				\$	736.75	\$ 37,574.13
 <b><u>Miscellaneous</u></b>						
				\$	-	\$ -
 <b>Total job cost</b>						<b>\$ 37,574.13</b>

This proposal includes all labor, equipment and materials.

Please feel free to call the office if you have any questions. Thank you.

Sincerely,

*Christopher E. Cunha*

Chris Cunha  
Project Manager/Estimator

# Green Acres LANDSCAPE & CONSTRUCTION CO. INC.

21 Malbone Street  
Lakeville, MA 0234721  
P. (508) 823-6699 F. (508) 823-7502

Mr. John Racine  
Principal  
RGB Architects  
50 Holden St  
Providence, RI 02908

11/29/2023  
PCO # 9

Enclosed is our price breakdown for PR #4 to furnish and install an additional Discuss Cage/Throwing Area at the Boyle Athletic Field Complex in Smithfield, RI.

**Scope of Work:**

Green Acres to prep the area, excavate for post footings and Throwing Pad, Install Posts, Netting, Throwing Pad and touch up disturbed areas, loam and seed.

<u>Labor</u>			<u>Hours</u>	<u>Rate</u>	<u>Cost</u>	<u>Extension</u>
<u>Men</u>						
4	Laborers	Exploratory	24	\$ 62.37	\$ 5,987.52	
1	Operator	Exploratory	24	\$ 74.72	\$ 1,793.28	
				\$ -	\$ -	
					\$ 7,780.80	\$ 7,780.80
 <u>Labor Burden</u>						
29%					\$ 2,256.43	
					\$ 2,256.43	\$ 10,037.23
 <u>Equipment</u>						
			<u>Hours</u>	<u>Rate</u>		
	Dozer		0	\$ 125.00	\$ -	
	Mini Excavator		24	\$ 125.00	\$ 3,000.00	
	Dingo		24	\$ 85.00	\$ 2,040.00	
	Compressor		0	\$ 45.00	\$ -	
	Truck with Tools		24	\$ 45.00	\$ 1,080.00	
					\$ 6,120.00	\$ 16,157.23

<u>Materials</u>	<u>Qty.</u>	<u>E.O.M.</u>	<u>Price</u>		
Discuss Post and Netting System	1	ea	\$ 13,815.00	\$	13,815.00
Ground Sleeves	8	ea	\$ 100.00	\$	800.00
Discuss Throw Ring	1	ea	\$ 600.00	\$	600.00
Ground Sleeve Caps	8	ea	\$ 12.00	\$	96.00
Concrete	16	cy	\$ 200.00	\$	3,200.00
Wire Mesh	220	sq ft	\$ 0.75	\$	165.00
Gravel	8	tons	\$ 40.00	\$	320.00
Loam	5	cy	\$ 35.00	\$	175.00
Seed	1	bag	\$ 85.00	\$	85.00
			\$ -	\$	-
				\$	19,256.00
				\$	35,413.23
 <b><u>Sub Contractor</u></b>					
SSI - Freight	1	ea	\$ 1,750.00	\$	1,750.00
		ea		\$	-
				\$	1,750.00
				\$	37,163.23
 <b><u>General/Administrative/Profit</u></b>					
15.00%				\$	5,574.48
				\$	5,574.48
				\$	42,737.72
 <b><u>General Liability &amp; Umbrella</u></b>					
0%				\$	-
				\$	-
				\$	42,737.72
 <b><u>Bond Premium</u></b>					
2.00%				\$	854.75
				\$	854.75
				\$	43,592.47
 <b><u>Miscellaneous</u></b>					
				\$	-
				\$	-
<b>Total job cost</b>				\$	<b>43,592.47</b>

This proposal includes all labor, equipment and materials.

Please feel free to call the office if you have any questions. Thank you.

Sincerely,

*Christopher E. Cunha*

Chris Cunha  
Project Manager/Estimator



SMITHFIELD  
PUBLIC SCHOOLS

TOWN OF SMITHFIELD  
SMITHFIELD SCHOOL DEPARTMENT

---

INTEROFFICE MEMORANDUM

---

**TO:** HONORABLE SMITHFIELD TOWN COUNCIL

**FROM:** CARLOS SANTOS, PURCHASING AGENT

**SUBJECT:** REQUEST FOR APPROVAL OF COYNE MECHANICAL INC. (CMI) CHANGE ORDER #3 FOR ELECTRICAL RE-TERMINATING ROOFTOP UNITS (RTU'S) CONTROLS WIRING AT SMITHFIELD HIGH SCHOOL.

**DATE:** NOVEMBER 29, 2023

**CC:** RANDY R. ROSSI, TOWN MANAGER  
DAWN BARTZ, SCHOOL DPT. SUPERINTENDENT  
ARIANA SPICOLA, DIRECTOR OF FINANCIAL OPERATIONS  
ANGELO MENCUCCI, DIRECTOR OF BUILDINGS & GROUNDS

---

**BACKGROUND:**

Coyne Mechanical Inc. (CMI) notified RGB Architects, the owner project manager (OPM) on this project, that another change order would be required. Change Order #3, is for work associated with reconnections of control wiring of eight (8) RTU's which integrates with the controls work by Honeywell and additional sensors installation at duct work to the units.

The requested Change Order #3 scope of work and amount of \$23,585.25 has been reviewed by RGB the OPM on this project and they consider the requested amount fair and reasonable for the work proposed. RGB supports approval of Change Order #3 for an amount not to exceed twenty-three thousand five hundred eighty-five dollars and twenty-five cents (\$23,585.25).

This is subject to approval by the Boyle Athletic Committee at their next meeting and the School Committee at their December 4, 2023 meeting.

**FINANCIAL IMPACT:**

Through the Boyle Athletic Field Project funds

**ATTACHMENTS:**

Copy of Coyne Mechanical Inc. Change Order #3 and memo from RGB Architects.

**MOVED:**

That the Smithfield Town Council hereby authorizes the Boyle Building Committee and the Smithfield School Department to approve processing of Change Order # 3 for an amount not to exceed twenty-three thousand five hundred eighty-five dollars and twenty-five cents (\$23,585.25), to Coyne Mechanical Inc. Subject to approval by the Boyle Athletic Committee at their next meeting and the School Committee at their December 4, 2023 meeting.

NEXGEN MECHANICAL, INC.  
 205 Hallene Road Unit 106  
 Warwick, RI 02886



CHANGE REQUEST #9 Revised

Date: 11/29/23		Change: Wire RTUs		
Submitted To: Tim Coyne		Project: Smithfield HS and MS		
Coyne Mechanical 347 Touthillot Hill Road Chepachet, RI 02814				
Drawing/Spec Reference		N/A		
Description				
Quantity	Unit	Unit Cost	TOTAL	
This change request is to provide control wiring on 8 RTUs, using existing truck lines. Please note: this scope only covers reterminating existing wires; any issues encountered requiring repairs to this wiring will be at an additional cost.				
<b>High School</b>				
Labor:	124	manhrs	\$ 126.00	\$ 15,624.00
Materials	1	ls	\$ 1,985.23	\$ 2,156.23

Subtotal Costs:	\$	17,780.23
Markup:	10% \$	1,778.02
<b>TOTAL COR:</b>	<b>\$</b>	<b>19,558.25</b>

Submitted by:  
 NEXGEN Mechanical, Inc.  
*Luanne Scott*

Approved by: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Date: \_\_\_\_\_



architecture  
project management  
interior design

---

November 30, 2023

Mr. Angelo Mencucci  
Director of Building and Grounds  
Smithfield Public Schools  
49 Farnum Pike  
Smithfield, RI 02917

**Re: Smithfield High School Boyle Rooftop Replacements  
Coyne Mechanical, Inc.  
Change Order #3  
RGB #6683-5**

Dear Mr. Mencucci:

As previously discussed, please find attached Change Order #3 from Coyne Mechanical, Inc. (CMI) for work required by electrical for re-terminating RTU controls wiring at the Smithfield High School.

This proposal is for work associated with the reconnections of controls wiring of 8 rooftop units, which integrates with the controls work by Honeywell and additional sensors installation at duct work to the units. The requested invoice amount is \$23,585.25. The scope of work was reviewed, and the Team considers the requested amount fair and reasonable for work proposed. Therefore, RGB supports processing Change Order #3 in the amount of twenty-three thousand five hundred eighty-five dollars and twenty-five cents (\$23,585.25).

Please contact me should you have any questions or concerns regarding CMI Change Order #3.

Thank you,

John Racine, AIA, LEED AP  
Principal

RGB Architects



# AIA Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Smithfield High School  Mechanical Rooftop Replacements 90 Pleasant View Avenue Smithfield, RI 02917	<b>CONTRACT INFORMATION:</b> Contract For: General/Mechanical Construction Date: July 8, 2023	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 3  Date: November 30, 2023
<b>OWNER:</b> <i>(Name and address)</i> Town of Smithfield 64 Farnum Pike Smithfield, RI 02917	<b>ARCHITECT:</b> <i>(Name and address)</i> Rowse Architects, Inc. 400 Massasoit Avenue, Suite 300 East Providence, RI 02914	<b>CONTRACTOR:</b> <i>(Name and address)</i> Coyne Mechanical, Inc. 347 Tourtellot Hill Road Chepachet, RI 02814

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

1. Reterminating existing controls wiring to the new units (8 units).	\$19,558.25
2. Connection of duct sensors (8 units).	1,500.00
Coyne Mechanical Overhead and Profit 10%	\$2,105.83
Coyne Mechanical Bond 2%	\$421.17
<b>Total Change Order #002</b>	<b>\$23,585.25</b>

The original Contract Sum was	\$ 360,200.00
The net change by previously authorized Change Orders	\$ 74,116.00
The Contract Sum prior to this Change Order was	\$ 434,316.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 23,585.25
The new Contract Sum including this Change Order will be	\$ 457,901.25
The Contract Time will be unchanged by (0) days.	
The new date of Substantial Completion will be N/A	

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Rowse Architects, Inc ARCHITECT <i>(Firm name)</i>	Coyne Mechanical, Inc. CONTRACTOR <i>(Firm name)</i>	Town of Smithfield OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
James M. Partridge PRINTED NAME AND TITLE	TIMOTHY COYNE President PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
11/30/2023 DATE	11-30-23 DATE	 DATE

**Recommended Motion:**

That the Smithfield Town Council hereby cancels the December 19, 2023 Town Council meeting.



# TOWN OF SMITHFIELD ASSESSOR

## MEMO

Date: December 5, 2023  
To: Smithfield Town Council  
From: Christopher Celeste, Assessor  
Re: Tax Abatements

### BACKGROUND:

Abatements are granted by the assessor as a result of assessment appeals on real estate, motor vehicles, and personal property. Adjustments are also made to motor vehicle tax bills to correct for erroneous data received from the Rhode Island Division of Motor Vehicles, including incorrect tax town and registration data. Additionally, the tax collector may request the abatement of taxes deemed to be uncollectible.

### FINANCIAL IMPACT:

Total abatements for this period = \$3,483.43

### ATTACHMENT:

Abatement Detail Report

### MOTION:

Moved that the Smithfield Town Council approve the tax abatements in the amount of \$3,483.43

The abatements contained herein are submitted  
for your approval by:

A handwritten signature in black ink, appearing to read "Christopher Celeste".

Christopher Celeste, RICA  
Assessor

