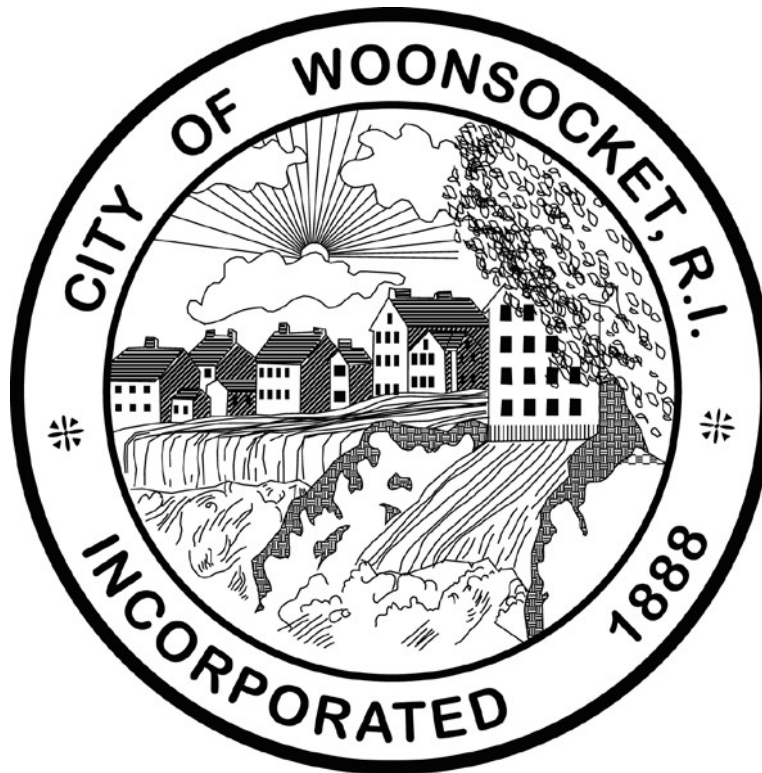


City of Woonsocket



WETLANDS RESTORATION TRUMAN DRIVE

BID No. 6133

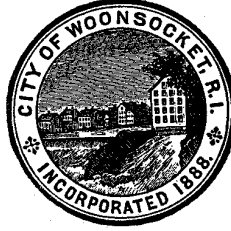
Contract Specifications

Prepared By: City of Woonsocket

Department of Public Works

Engineering Division

March, 2023



CITY OF WOONSOCKET, RHODE ISLAND

INVITATION TO BID FOR: “WETLANDS RESTORATION TRUMAN DRIVE” BID 6133

FOR THE WOONSOCKET ENGINEERING DIVISION

Sealed bids must be received, and date/time stamped by the City of Woonsocket, in the Finance Department, **Office of Purchasing**, City Hall, 169 Main Street, Woonsocket, Rhode Island no later than **2:00pm on Wednesday, April 26, 2023**. Then, at the aforementioned date and time, on-time bids will be publicly opened and read aloud in the **2nd Floor Conference room**, City Hall, 169 Main Street, Woonsocket, Rhode Island.

The work shall include, but not be limited to, purchasing and installing landscape design materials as specified. Plantings to be laid out under supervision of the Rhode Island Department of Environmental management, Office of Compliance & Inspection, for the disturbed area as shown on the site plan, and all other incidentals necessary to complete the work of this contract.

ALL BIDS MUST BE SUBMITTED IN DUPLICATE COPY IN A SEALED ENVELOPE PLAINLY MARKED ON THE OUTSIDE “WETLANDS RESTORATION TRUMAN DRIVE – BID #6133”.

BID SURETY IN THE FORM OF A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF 5% OF SUCH BID IS REQUIRED.

In accordance with RI General Law 37-13-7 contracts in excess of \$1,000 shall require compensation based on prevailing wages for construction, alteration and/or repair, painting and decorating.

In accordance with Rhode Island General Law 44-1-6, nonresident contractors are subject to a 3% withholding of the contract price to secure payment of any sales tax, use tax, and/or income tax withheld that may be due the State of Rhode Island. WBE, MBE and Section 3 contractors are encouraged to bid.

Individuals requesting interpreter services for the hearing impaired should call the Finance Director at 401-762-6400 seventy-two (72) hours in advance of the bid opening.

Unless otherwise specified, the City reserves the right to accept or reject Proposals in whole or in part, and to waive any informalities or irregularities not affecting substantial rights. as may be in the best interest of the City.

No bidder may withdraw its bid within sixty (60) days after the actual time and date of the bid opening thereof.

Deadline to submit questions is **Wednesday, April 12, 2023..** Questions should be submitted in writing to Ken Allaire, Woonsocket Purchasing Agent at kaallaire@woonsocketri.org

Published: March 20, 2023



Christine Chamberland
Finance Director

INFORMATION TO BIDDERS

CITY OF WOONSOCKET

FINANCE DEPARTMENT, OFFICE OF PURCHASING

(401) 762-6400

1. RECEIPT AND OPENING OF PROPOSALS

Sealed bids/proposals will be accepted and time stamped upon receipt in the Finance Department, Office of Purchasing, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island, 02895, until the time indicated on the attached Advertisement for Bids, for the commodities, equipment or services listed in the specifications. Bid/Proposals will be publicly read at the time specified in the advertisement.

2. FORM OF BID

Proposals must be submitted in duplicate. Supplemental information, drawings, warranties, literature and material to be provided with the bid will be on the bidder's own form.

3. SUBMISSION OF BIDS

Envelopes containing bids must be sealed and addressed to the Finance Department, Office of Purchasing, City of Woonsocket, P.O. Box B, Woonsocket, Rhode Island, 02895, and must be marked with the name and address of the bidder with the name of the bidder in the lower left hand corner.

The Purchasing Agent will decide when the specified time has arrived to open bids and no bid thereafter will be considered.

Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephone bids, faxed bids, amendments or withdrawals will not be accepted.

Unless otherwise specified, no bid may be withdrawn for a period of sixty (60) days from the time of bid opening.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

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

Any deviation from the Specifications **MUST BE NOTED IN WRITING AND ATTACHED AS PART OF THE BID PROPOSAL.** The bidder will indicate how the bid will deviate from

Specifications.

4. RHODE ISLAND SALES TAX

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

5. FEDERAL EXCISE TAXES

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

6. QUALIFICATION OF BIDDERS

The City will make such investigations, as it deems necessary, to determine the ability of the bidder to perform the work. The bidder will furnish the City with all such information and data for the purpose as may be requested. Insurance certificates listing other subcontracting or related firms other than the actual bidder are not acceptable. At the time the bid is submitted to the City all bidders must provide insurance certificates listing the actual bidder as the insured party. The City of Woonsocket must be listed as an additionally insured party and as a certificate holder. The minimum amounts of insurance coverage must be listed as \$2,000,000.00 for general liability and \$1,000,000.00 for automobile liability. Workers compensation insurance must be provided per RI general law (see Table A).

7. ADDENDA AND INTERPRETATIONS

No interpretation on the meaning of the Plans, Specifications or other Contract Document will be made to any bidder orally. Every request for such interpretations should be in writing, addressed to the Finance Director, P.O. Box B, Woonsocket, Rhode Island 02895, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the bids. Fax transmissions will be accepted with written follow up by bidder.

Any and all interpretations and supplemental instructions, which if issued, will be emailed to all prospective bidders (at the respective email address furnished by the bidder for such purpose), not later than 48 hours prior to the date fixed for the opening of bids (unless such addenda postpones the opening of bids). Failure of bidder to receive any such addendum or interpretations will not relieve any bidder from obligation under his bid submitted. All addenda so issued will become part of the Contract Document.

8. DELIVERY

All purchases related to this bid are to be delivered FOB to various locations within the City of Woonsocket, delivery to be supplied with the Purchase Order. No extra charges for delivery, handling or other services will be honored. Only inside delivery and set-up, where required, will be accepted. TAILGATE DELIVERIES WILL BE REFUSED. The vendor must notify the City of Woonsocket 24 hours prior to delivery. All claims for damage in transit will be the responsibility of the successful bidder. The City will not make payment on damaged goods, they must be replaced or adjustments made at the option of the City. The City of Woonsocket is only represented by the Finance Director in these matters and said director will be the only entity to negotiate any

settlements. Deliveries must be made during normal working hours.

9. **Bid price is to include the cost of uncrating and setting in place where noted.**
10. **Bid price is to include installation where noted.**
11. **Bidder must comply with all State Labor Laws for Public Works projects.**
12. **The successful bidder must have all current taxes paid which are owed to the City of Woonsocket.**
13. **In accordance with Rhode Island General Law 37-13-7, contracts in *excess of \$1,000.00* will require compensation based on *prevailing wages* for construction, alteration and/or repair, painting and decorating. The rates are available from the Rhode Island Department of Labor at (401) 457-1800.**
14. **In accordance with Rhode Island General Law 37-13-14, bidders for public works/building contracts in *excess of \$5,000.00* will furnish a performance bond, upon conditional award of the contract, at 100% of the contract price, conditioned upon faithful performance of the contract. A Labor and Materials Bond, at full contract value, is required upon conditional award of the contract.**

CONTRACT FORMS

CITY OF WOONSOCKET

RHODE ISLAND

FINANCE DEPARTMENT

PURCHASING DIVISION

THE OFFICER OF THIS COMPANY, HEREBY, CERTIFIES THAT THIS COMPANY IS IN GOOD STANDING WITH THE STATE OF RHODE ISLAND AND ALL THE REQUIRED RECORDS HAVE BEEN FILED WITH THE STATE.

NAME:	
CORPORATION NAME:	
BY:	TITLE:
STREET ADDRESS:	
CITY:	STATE:
WITNESS:	DATE:

CONTRACTORS APPLICATION FOR PAYMENT

TO: City of Woonsocket, 169 Main Street, Woonsocket, RI 02895	
PROJECT:	
FROM:	
PROJECT #	APPLICATION #

Application is made for payment as shown below:

1. ORIGINAL CONTRACT SUM..... \$ _____
2. PENDING CHANGE ORDERS \$ _____
3. CONTRACT SUM TO DATE..... \$ _____
4. TOTAL COMPLETED TO DATE \$ _____
5. RETAINAGE (10% of Completed Work) \$ _____
6. TOTAL EARNED LESS RETAINAGE..... \$ _____
7. LESS PREVIOUS PAYMENTS..... \$ _____
8. CURRENT PAYMENT \$ _____
9. BALANCE TO FINISH INCLUDING RETAINAGE \$ _____

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous certificates for payment were issued and payment received from the City of Woonsocket, and that current payment shown is now due.

Contractor:	
Amount Certified:	
By:	Date:
State:	County:
Subscribed and sworn to before me this day of	
Notary Public:	My Commission expires:
Authorized for Payment:	Date:

GENERAL CONDITIONS

**GENERAL CONDITIONS
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1. SCOPE OF WORK

The work will include, but not be limited to, purchasing, and installing landscape design materials as specified. Plantings to be laid out under supervision of the Rhode Island Department of Environmental management, Office of Compliance & Inspection, for the disturbed area as shown on the site plan, and all other incidentals necessary to complete the work of this contract.

The Contractor will provide at his own expense all necessary Bonds, Social Security, Unemployment and Cash Sickness Benefits, Taxes, Workman's Compensation, Public Liability and Property Damage Insurance, and other necessary items. He will obtain all licenses and permits as required by law or ordinance. He will give all notices and comply with all local, state and federal rules, regulations, laws and/or ordinances for the conduct of work as shown in the plans and specifications.

2. OBLIGATIONS AND LIABILITY OF CONTRACTOR

The Contractor will take responsibility for the work done under this contract, for the protection of all the work, and for preventing injuries and damage to property or utilities on or about the work. He will in no way be relieved of his responsibility by any right of the Engineer to give permission or issue orders, relating to any part of the work, or by any such permission given or orders issued, or by failure of the Engineer to give such permission or issue such orders. The Contractor will bear all losses sustained by him or by the City on account of the quality or character of the work, because the nature of the land differs from that which was estimated or expected, or on account of the weather, conditions or other causes. The Contractor will assume the defense of all claims, regardless of Character against the contractor or the City. He will indemnify and hold harmless the City, its officers or agents, against all claims for injuries to persons, corporations or property arising out of the work done under this contract; or groundless, false, or fraudulent claims or claims relating to labor and materials furnished for the work.

3. INSURANCE REQUIREMENTS

The Contractor will not commence work under this contract until he has obtained all insurance required under this section. Work will not commence until the City has approved such insurance. The Contractor will not allow any subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. The amounts of such insurance will be as defined in **TABLE A**.

The Contractor and his subcontractors will also obtain insurance "Riders" to cover special hazards, such as blasting, hazardous waste removal, etc., to be encountered in the work required under this contract. The coverage for such riders will be the same as that specified above for Public Liability and Property Damage. The Contractor and subcontractors, if any, will also obtain any and all other insurance as may be required by law, including but not limited to, Workmen's Compensation Insurance.

The Contractor will provide the City's Engineering Division with satisfactory proof of the insurance required. This proof will consist of two (2) certificates from each insurer insuring the Contractor or any subcontractor under this contract. These certificates will contain the name and address of the insured, the policy number, the limits of liability, the expiration date of the policy, a statement that the insurance of the type afforded by the policy applies to all the Contractor's operations on or at the

site of the work, a statement which refers to this contract and insurance specification and states that such insurance is as required by this contract, and a statement as to exclusions and methods of cancellation.

4. CONTROL BY THE ENGINEER

The Engineer will have general supervision and direction of the work. The Contractor will abide by all orders, directions and requirements, and will perform all work to the satisfaction of the Engineer.

The Engineer will have the authority to reject all materials which do not conform to the contract; to approve the methods, manner and sequence of all work; to determine the amount, quality, acceptability, and fitness of all parts of the work; and will interpret the plans, specifications and other contract documents, issue any extra work orders and give final approval to the complete work.

The Engineer will decide upon all questions in connection with the work, and will within a reasonable time after presentation to him of such questions, make decision, in writing, relating to the execution and progress of the work or the interpretation of the contract documents.

The Engineer will have the authority to make minor changes in the work, not involving extra cost, providing such changes are consistent with the purpose of the work. No extra work will be authorized without written order from the Engineer, except in an emergency that is endangering life or property. No claim for an addition to the contract sum will be valid unless so ordered.

5. COMMENCEMENT PROSECUTION AND COMPLETION

The Contractor will be required to commence work under this contract within the time limit specified therein after the date of the notice to proceed, to prosecute the work with faithfulness and energy, and to complete the entire work under this contract by the limit stipulated. The completion time is specified in **TABLE A** at the end of this section. The completion time stipulated above will include final cleanup of the premises.

6. PUBLIC SAFETY

The City will provide, erect, and maintain continually, seven day per week and twenty four hours per day, all necessary barricades, reflective signs, signals, flashing lights, etc., and take all necessary precautions for the protection of the work and the safety of the public.

The City will coordinate and assume the expenses for the necessary Police Details and necessary police cruisers and Flag Persons.

7. CLEANING UP

The Contractor will keep the construction area clean from accumulation of waste material or rubbish at all times, including storage areas used by him. He will remove any rubbish, tools, scaffolding, equipment and materials from and about the premises, which do not belong to the City, prior to completion of the work. The Contractor will leave the work and premises, following the completion of work, in a clean and workmanlike condition satisfactory to the Engineer.

8. CORRECTION OF WORK BEFORE FINAL PAYMENT

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by the Engineer and/or by written notice, the City may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the City may, following an additional ten (10) days written notice, sell such materials at auction or at private sale. The City will keep an account of the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

9. INVOICES

The Contractor will invoice the total amount for the job under one invoice after the work is completed.

10. PAYMENTS

The total price bid will include all costs for purchasing and installing landscape design materials as specified. Plantings to be laid out under supervision of the Rhode Island Department of Environmental management, Office of Compliance & Inspection, for the disturbed area as shown on the site plan, and all other incidentals necessary to complete the work of this contract and furnishing all materials, performing all the work, and furnishing all the tools, equipment, overhead items, and incidentals necessary to complete the work. The payment will be based upon the contract price except that the City may deduct and retain various amounts to cover damages or claims.

11. PAYMENT WITHHELD

The City may withhold from final payment such payment as deemed necessary by the Engineer to protect against loss of:

- a. Defective work not remedied.
- b. Claims filed or reasonable and probable evidence of claims to be filed.
- c. Failure of the Contractor to properly make payments to subcontractors.
- d. Damage to another Contractor.

Payment will be made in the amount withheld when the above grounds are removed.

TABLE A

General Conditions Reference	Item	Minimum Limits
3	Worker's Compensation and Employer's Liability Insurance	As required by law in the State of Rhode Island Employer's Liability Limits: \$100,000 Each Accident \$500,000 Disease - Policy Limit
3	General Liability, including Contractor's Protective, Products and Completed Operations and Contractual Liability	\$2,000,000 General Aggregate \$2,000,000 Products and Completed Operations – Aggregate \$1,000,000 Personal Injury \$1,000,000 Each Occurrence Limit \$50,000 Fire Damage Limit \$5,000 Medical Payments

(C.U.* Collapse and Underground coverage to be included. Blasting and explosion coverage required, if there will be blasting under the contract.)

3	Automobile Liability	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage
3	Owner's Protective Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate, Bodily Injury and Property Damage
3	Builder's Risk and Installation Floater Coverage	Limit equal to the total insurable Value of all Materials and Equipment to be built and / or Installed.

Carrier Requirements

	All carriers used must have a Financial Performance Rating from A.M. Best Company of at least "A". Bid Bonds, supply bonds and performance bonds will be required as necessary.	
5	Time of Completion	<u>Work must commence within one week of the award of the contract.</u> Work must be completed on or before May 1 st , 2023

SITE PLAN



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
169 MAIN STREET
WOONSOCKET, RI 02895

AREA OF WETLANDS RESTORATION
TRUMAN DRIVE
CITY OF WOONSOCKET, RI
DEPARTMENT OF PUBLIC WORKS

SHEET 1 OF 1
SCALE 1" = 40'
MARCH, 2023

PROPOSAL ITEMS

Proposal Items

Project: Wetlands Restoration Truman Drive

Note: the UNIT PRICE for each item must be written in words and numbers

Quantity	Description / Unit Price (Written)	Units	Amount
7	ACER RUBRUM RED MAPLE	EACH	
7	QUERCUS ALBA WHITE OAK	EACH	
4	QUERCUS BOREALIS NORTHERN RED OAK	EACH	
7	BETULA LENTS BLACK BIRCH	EACH	
20	CORNUS AMOMUM SILKY DOGWOOD	EACH	
20	VIBURNUM DENTATUM ARROWWOOD	EACH	
20	VACCINIUM CORYMBOSUM Highbush Blueberry	EACH	
20	CLETHRA ALNIFOLIA	EACH	
5	PINUS STROBUS WHITE PINE	EACH	
5	THUJA OCCIDENTALS	EACH	
17	PREMIUM MULCH	PER CY	
4,800	NEW ENGLAND CONSERVATION WILD LIFE MIX	PER SF	
4,800	STRAW MULCHING OVER NEWLY SEEDED AREA	PER SF	
1	LAYOUT AND SUPERVISION	LS	

PROPOSAL

PROPOSAL

The undersigned bidder has carefully examined the site of the work described herein/ has become familiar with local conditions and the character and extent of the work/ has carefully examined the site location.

The undersigned bidder has determined the quality and quantity of equipment and materials required, has investigated the location and determined the sources of supply of materials required, has investigated labor conditions, and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder hereby agrees to be bound by the award of the contract and if awarded the contract on this proposal to execute within fourteen (14) days after notice of award the required contract agreement and the required contract bond, of which contract this proposal, the plans for the work, and the specifications as above indicated, will be a part.

The undersigned bidder further agrees to provide all necessary equipment, tools, labor, incidentals and other means of construction to do all the work and furnish all materials of the specified requirements which are necessary to complete the work in accordance with the proposal, the plans and the specifications and agrees to accept therefore, as payment in full, the unit prices for the various items described in the specifications and set forth in the proposal. Any "extra" or "force account work" will be paid for, differing site conditions, changes, extra work and force account work/ of the standard specifications and the undersigned bidder hereby agrees to accept payment therefore as stated herein.

The undersigned bidder declares that this Proposal is made without connection with any other person or persons making proposals for the same work, and is in all respects fair and without collusion or fraud. The undersigned bidder submits herewith, a proposal guarantee in the form of a bid bond in favor of the City of Woonsocket in the amount of 5% of the total or gross sum of the bid and agrees and consents that the proposal guarantee will be forfeited to the City of Woonsocket as liquidated damages if the required contract agreement and contract bond are not executed within two (2) days of the notice of award. All surety companies must be listed with The Department of the Treasury, Fiscal Services, Circular 570, (Latest Revision published by The Federal Register). The City of Woonsocket reserves the right to retain the surety of all bidders until the successful bidder enters into the Contract or until such time as the award or cancellation of the Contract is announced at which point Sureties will be returned to all bidders by the City of Woonsocket, Finance Department.

Whoever, being an officer, agent, or employee of the United States, or of any State, or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false person as to the character, quality, quantity, or cost of the

material used or to be used, or the quantity or quality of the work performed or to be performed, or the costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of any highway or related project submitted for approval to the Secretary of Transportation; or Whoever, knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever, knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to the provisions of the Federal-aid Road Act approved July 11, 1916 (39 Stat. 355), as amended and supplemented. Will be fined not more than \$10,000 or imprisoned not more than five years, or both. By signing here the signee agrees that the disk submitted is the same as the paper submitted and that any discrepancies may result in disqualification of the bid.

PROPOSAL

BEING EITHER A (INDIVIDUAL, PARTNERSHIP, OR CORPORATION INCORPORATED) UNDER THE LAWS OF ANY STATE IN THE UNITED STATES OF AMERICA.

Contractor:
COMPOSED OF OFFICERS, PARTNERS OR OWNER, AS FOLLOWS:
President:
Vice - President:
Secretary:
Treasurer:
Address: _____

CERTIFICATION SUMMARY: I hereby certify that I have read all of the above requirements and understand that it affects the acceptability of my bid(s).

Name of Signatory - Title:	Date:
Total Bid Price for All Items Written in Words:	
Total Bid Price for All Items Written in Numbers:	