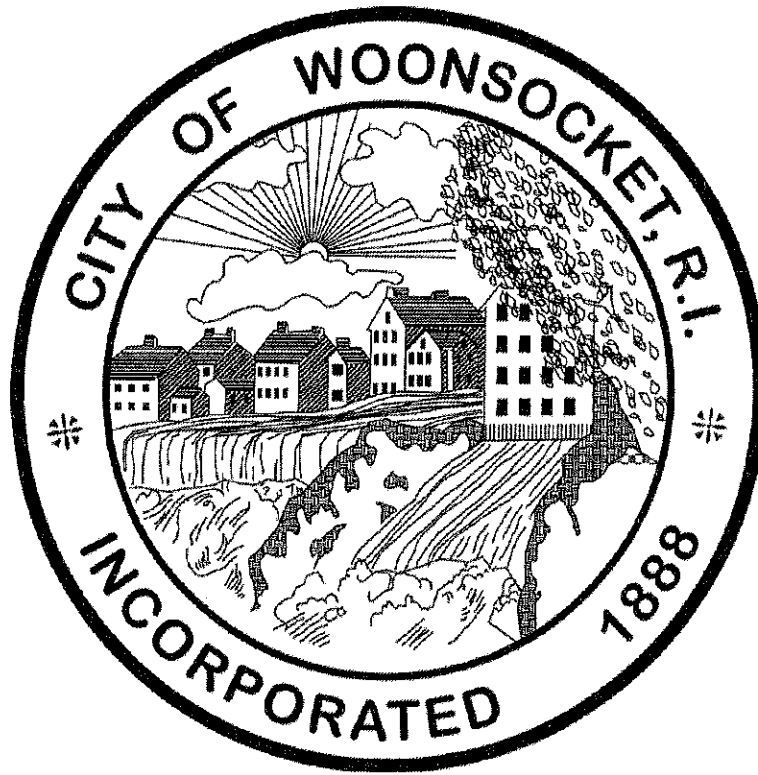


City of Woonsocket



Lead Hazard Reduction

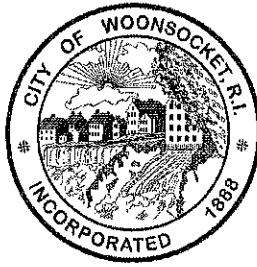
75 Phebe St

BID No. 6154

Contract Specifications

*Prepared By: City of
Woonsocket
Department of Planning & Development*

June 2023



CITY OF WOONSOCKET, RHODE ISLAND

INVITATION TO BID FOR:

Lead Hazard Reduction – 75 Phebe

BID No. 6154

FOR Planning and Development

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, RI 02895 no later than **Thursday, July 20, 2023 @ 2:00pm**. Then in the **2nd Floor Conference Room**, at the same address, and at the aforementioned date and time, on-time bids will be publicly opened and read aloud.

Specifically, the work shall include, but not be limited to: Lead hazard reduction of any damaged areas which has been designated by the Lead Inspector in the U.S. Department of Housing and Urban Development (HUD) regulated Comprehensive Environmental Lead Inspection (CELI).

Two (2) copies of the bid are required and must be submitted in a sealed envelope. The following information "LEAD HAZARD REDUCTION, 75 PHEBE ST, – BID No. 6154" must be clearly printed, visible and legible on the outside of the sealed envelope.

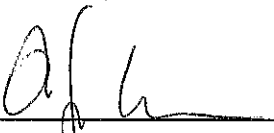
Mandatory Site Walk Thru – Thursday, July 6, 2023 @ 11:00 a.m.

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

No bidder may withdraw their bid within sixty (60) days after the bid opening date and time.

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 date and time.

Published: June 23, 2023



Cindy Johnston, Finance Director

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DEFINITIONS

- a. **CELI** – Comprehensive Environmental Lead Inspection
- b. **City:** Whenever in this contract the word “City” is used, it shall be understood to refer to the City of Woonsocket, in the State of Rhode Island.
- c. **Contractor:** Whenever in this contract the word “Contractor” is used, it shall be understood to refer to the Lead Hazard Contractor who is the party or parties of the second part of this contract, or the representative of said party or parties. The Contractor must be licensed to conduct lead hazard reduction work in regulated facilities
- d. **Construction Specialist:** Whenever in this contract the word “Construction Specialist” is used, it shall refer to the Lead Hazard Construction Specialist for the City of Woonsocket.
- e. **Director:** Whenever in this contract the word “Director” is used, it shall be understood to refer to the Director of Planning & Development for the City of Woonsocket, acting either directly or indirectly through any authorized designee, assistant, consultant or inspector having either general or immediate charge of the work, limited only by the limited duties entrusted to him.
- f. **Lead Hazard Program Manager:** Whenever in this contract the word “Lead Hazard Program Manger is used, it shall be understood to refer to as the person responsible for the day-to-day operations of the City’s Lead Hazard Reduction Program in accordance with all City, State and Federal regulations.
- g. **Lead Inspector:** Whenever in this contract the word “Lead Inspector” is used, it shall be understood to refer to Certified Environmental Lead Inspectors who per RIDOH, can conduct Comprehensive Environmental Lead Inspections, Clearance Inspections, and Annual Re-inspections and can issue Certifications of Lead-Free or Lead-Safe Status after these inspections. They can conduct Clearance Inspections and issue Certifications of Acceptable Clearance Status to Lead Hazard Control Firms for compliance with the Renovation, Repair, and Painting Rule. They can also conduct Limited Environmental Lead Inspections to look for lead in paint, drinking water, interior dust, or exterior soil.
- h. **RIDOH:** Rhode Island Department of Health
- i. **Specifications:** Whenever in this contract the word “Specifications” is used it shall be understood to refer to the body of directions and all written or printed agreements and instructions pertaining to the method and manner of performing the work and/or to the quantities and qualities of the materials and work to be furnished under the Contract. The Invitation to Bidders, Proposals, General Conditions, Special Conditions, if any, and Technical Specifications are all a part of the “Specifications”.
- j. **WLHP:** Woonsocket Lead Hazard Program

Nomenclature: Whenever in the specifications or upon the plans the words directed, required, ordered, designated, prescribed, or words of similar meanings are used, it shall be understood that the words “by the Lead Construction Specialist” immediately following the word is intended. Similarly, the words approval, acceptable, satisfactory, or words of similar meaning shall mean approval by, acceptable to, or satisfactory to the Lead Hazard Program Manager, unless otherwise stated.

INFORMATION TO BIDDERS

CITY OF WOONSOCKET

FINANCE DEPARTMENT

(401) 762-6400

1.0 RECEIPT AND OPENING OF BIDS AND PROPOSALS:

1.1 The City of Woonsocket, acting through its Purchasing Agent (referred to as the "City"), is responsible for the format, final content and publication of all Requests for Proposal or Invitations to Bid (herein collectively referred to as "Proposal" or "Proposals") to be approved by the City of Woonsocket's Finance Department.

1.2 Sealed proposals must be received, and date stamped by a representative of Woonsocket City Hall, Office of Purchasing, 169 Main St., Woonsocket, Rhode Island 02895, up until the deadline as indicated in the published Solicitation or Addendum.

1.3 All sealed proposals must be submitted in duplicate, in a clearly marked envelope, with the information as outlined in Section 3.2.

1.4 Published Solicitations do not commit the City to pay any costs incurred by any Bidder in conducting or making the necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished in any submitted Proposals.

1.5 Proposals received after the time and date indicated in the published Solicitation or Addendum will be considered nor opened and may be returned to the bidder as such.

1.6 At the time of the opening of Proposals, each Bidder will be presumed to have read and to be thoroughly familiar with all items contained in the published Specification Documents, including all addenda. The failure or omission of any Bidder to have examined any form, instrument or document will in no way relieve a Bidder from any obligation in their proposal once the proposal has been publicly opened.

Timeline - the following timeline is subject to revision:

RFP Issued	June 23, 2023
Walk Through	July 6, 2023
Proposal submittal deadline	July 20, 2023
Public Opening	July 20, 2023
Selection of firm	July 25, 2023

2.0 FORM OF PROPOSALS:

2.1 Proposals must be submitted on and in accordance with the Specification Documents. Blank spaces must be filled in as required or an "N/A" must be placed in that space if the item is not applicable to your proposal. No changes are permitted in any of the Documentation unless the change is accompanied by an approved addendum.

2.2 Proposals must be printed in black or blue ink or typewritten. Red ink is not allowed. Proposals must be prepared in conformance with the requirements as outlined in the Specifications and Addenda.

2.3 Additionally, the Proposal must contain the bidder's company name and proper address. It must be signed by an individual that is duly authorized to sign in the name, and on behalf, of the respective Bidder for the purposes and consideration expressed in their Proposal accompanied by their official title.

2.4 Proposals which are not complete, contain any omissions, erasures, alterations, additions or irregularities of any kind, are subject to being rejected. FAXED or EMAILED Proposals are not accepted.

2.5 At any time prior to the proposals being publicly opened, the Bidder may modify his/her Proposal by written communication. If a correction needs to be made to any item in the submitted Proposal, those changes must be made with a single strike out (*Example: Change*), with blue or black ink, must be initialed and dated in close proximity of the correction and remain clearly legible.

2.6 If the intent of the Bidder's written communication is not clearly identifiable, the interpretation most advantageous to the City will prevail.

3.0 SUBMITTING A PROPOSAL:

3.1 Envelopes containing a Proposal must be sealed and addressed to Woonsocket City Hall, Office of Purchasing, Attn: Purchasing Agent, 169 Main St., Woonsocket, Rhode Island 02895.

3.2 Sealed Proposals must be submitted in duplicate. Each sealed envelope must be clearly and plainly marked on the outside with the name and address of the Bidder, the Bid title, the Bid number and the date and time of the bid opening.

3.3 The Purchasing Agent will decide when the specified date and time will be to receive all Proposals. Any Proposals received thereafter will remain unopened and will not be considered.

3.4 It is the Bidder's responsibility to verify that the Proposal has been timely received and delivered to the Purchasing Department prior to the opening date and time. The City is not responsible for late receipt of a Proposal, regardless of the reason for the delay. Proof of transmission or of mailing doesn't constitute proof of receipt.

3.5 At any time prior to the proposals being publicly opened, the Bidder may withdraw his/her Proposal by written communication. Telephonic, Emailed or Faxed withdrawals are not accepted.

3.6 No Proposal may be withdrawn for a period of sixty (60) calendar days after the Proposals have been publicly opened. The City reserves the right to waive this requirement to best serve the interests of the City.

3.7 Negligence on the part of the Bidder in preparing the Proposal confers no rights for the withdrawal of their Proposal after it has been opened.

3.8 Proposals received prior to the scheduled opening deadline will be secured and will remain unopened.

3.9 No responsibility will attach to an officer or person of the City for the premature opening of a Proposal which has not been properly marked or identified. Any Proposal opened prematurely due to the failure of the Bidder to mark the envelope in accordance with this Section will be considered non-responsive and returned to the Bidder.

3.10 The City may consider any Proposal not prepared and submitted in accordance with the provisions of the Specification Documents as non-responsive.

3.11 The City reserves the right to waive any informalities that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders.

3.11.1 The defect or variation is immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired.

3.12 The City reserves the right to reject any and all Proposals that best serve the City's interest.

4.0 ADDENDA AND INTERPRETATION:

4.1 No interpretation of the meaning of the specifications or other documents will be made to any Bidder orally. Every request for such interpretation must be made in writing and addressed to the Purchasing Agent, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island 02895.

4.2 To be given consideration, all inquiries must be received by the date and time as noted in the solicitation. If no date is provided in the solicitation, the City will gather any inquiries received and will collectively respond to and publish those responses no later than seven (7) calendar days prior to the date of the bid opening.

4.3 Any and all such inquiries, corrections, interpretations, and any supplemental instructions will be in the form of written addenda. All addenda will be posted, at a minimum, on the City's website, in the Bid Opportunities Section, beneath the specific corresponding solicitation. The addenda will become part of the Specification Document from its' effective date.

4.4 It is the Bidder's responsibility to check for and download any and all posted addenda up to the Bid opening date and time.

4.5 Each Bidder must ascertain, prior to submitting their Proposal that they have received all Addenda issued and must acknowledge the receipt in their submitted Proposal.

4.6 No Addenda will be posted later than four(4) calendar days prior to bid opening date except for an addendum, if necessary, postponing the opening date or withdrawing the RFP or ITB.

4.7 Any written or oral instructions concerning an RFP or ITB, unless supported by an addendum, regardless of the source of that information, is non-binding, should not be relied upon and is not considered part of the solicitation documents.

4.8 In the event there is a discrepancy between verbal communication and written communication, the written communication will govern.

5.0 STATE & FEDERAL TAXES:

5.1 The City of Woonsocket is exempt from the Rhode Island Sales or Use Tax under the 1956 General Laws of the State of Rhode Island, Section 44-18-30, Para. 1, as amended.

5.2 The City of Woonsocket is exempt from the payment of any excise tax or federal transportation taxes.

5.3 All bid pricing must exclude the taxes noted in Section 10 herein and it will be so construed.

6.0 QUALIFICATIONS OF BIDDER:

6.1 The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder must furnish to the City all such information and data for this purpose as the City may request.

6.2 The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work according to the specifications.

6.3 One or more of the following conditions will result in the disqualification of a Bidder and rejection of his/her Proposal:

- A. Evidence of collusion among Bidders.
- B. A material misrepresentation in a Proposal.
- C. Bidder's failure to meet the minimum criteria for responsiveness and responsibility.

7.0 INVESTIGATION BY THE BIDDER:

7.1 Bidders are welcome to make any such investigation as necessary to become familiar and comfortable with the subject of the bid.

8.0 The successful bidder must have all current taxes paid which are owed to the City of Woonsocket.

9.0 PROPOSED PRICE(S):

9.1 Bidders must state the proposed price(s) in the manner as designated in the Solicitation Documentation.

9.2 The final proposed, extended, total price should be stated both in numbers and in written words.

9.3 In the event that there is a discrepancy between the unit prices and the extended totals, the City will choose between the sum of the unit prices or the extended total whichever is lowest.

9.4 In the event there is a discrepancy between the price written in words, and the price written in numbers, the City will choose between the price written in words or the price written in numbers, whichever is lowest.

10.0 DELIVERY:

10.1 All RFP or ITB Prices must be based on Incoterms DDP (**Delivered Duty Paid**) **Woonsocket, RI**. The **Bidder** will assume all costs, risks, and obligations, including import duties, taxes, clearance fees etc., if applicable, up to the destination point. At the destination point the loading or unloading the shipment will be set forth in the Contract, otherwise it will be at the discretion of the Department Director.

10.2 Deliverable quantities, dates and times must be met as per the Purchase Order, the Contract or written instructions provided by the Department Director or his designee.

10.3 No delivery will be accepted without written confirmation as outlined in Section 8.2.

11.0 PAYMENT TERMS:

11.1 All Payment Terms with the City are Net 60 (sixty) days.

11.2 Cash Discounts offered will be considered in determining awards. However, discounts for a period less than twenty (20) days will not be considered. The discount period must be computed from date of delivery or from date the correct invoice is received by the City, whichever date is later. The date of delivery

must be construed to mean the date on which the completed work is determined to meet the specifications and is therefore accepted by the City.

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:

1. CHARACTER OF WORK AND PERSONNEL

The work shall be executed in a careful and professional manner by properly trained and qualified workers or craftsmen in strict accordance with the plans and/or specifications. Contractor shall supply and maintain portable toilet units to accommodate the number of workers on the site. Contractors shall hire competent and qualified workers. All machine operators, if needed, must have valid and current Rhode Island operator's license.

2. SITE INVESTIGATIONS

Bidders must satisfy themselves through personal examinations of the location of the proposed work and to the accuracy of the information contained in the specifications and drawings. The submission of any bid shall be accepted by the City as satisfactory proof that the bidder has satisfied himself in this respect. He shall not, after the submission of this bid, assert that there was any misunderstanding regarding the nature or amount of work to be done.

3. EXECUTION, CORRELATION, AND INTENT OF DOCUMENTS

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. All costs of material, equipment and labor supplied by the Contractor which is incidental to the acceptable completion of the project, shall be considered to have been included in the price or prices quoted and no separate payments will be made.

4. SPECIFICATIONS

It shall be the responsibility of the Contractor to study the specifications and other instructions. He shall request clarification from the Lead Hazard Reduction Manager of any errors, inconsistencies or omission, which may be discovered.

5. USE OF PREMISES

The Contractor shall confine all apparatus to the roadway or property in which the work is being performed and will not unreasonably encumber these premises with such apparatus, materials, supplies and equipment. The contractor shall promptly remove and dispose of all debris resulting from his operations. The contractor shall hold the City harmless from claims by abutting and adjacent property owners for damages resulting from his operation.

6. SUBCONTRACTORS

The Contractor shall notify the City, in writing, of the names of all subcontractors together with a summary of the extent and character of the work to be done by each subcontractor. The Proposal shall include a blank form to be used for this purpose where such subcontractors have been selected by the bidder during the bidding period.

The City shall approve or disapprove subcontractors after award of general contract. The City shall be notified before any changes in subcontractors during progress of the project.

7. OBLIGATIONS AND LIABILITY OF CONTRACTOR

The Contractor shall 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. The Contractor shall bear all losses sustained by him or by the City because 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 shall assume the defense of all claims, regardless of Character against the contractor or the City. The contractor shall 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.

8. DIRECTIONS

The Planning Department and/or Lead Hazard Program Manager/Construction Specialist shall confirm major directions, in writing, to the Contractor. Other directions, given verbally by the Lead Hazard Program Manager or Construction Specialist, shall be confirmed only upon request.

9. CONTROL BY THE LEAD HAZARD CONSTRUCTION SPECIALIST

The Construction Specialist and/or Lead Hazard Program Manager shall have general supervision and direction of the work. The Contractor shall abide by all orders, directions, and requirements, and shall perform all work to the satisfaction of the Director of Planning & Development.

The Construction Specialist and/or Lead Hazard Program Manager shall 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 shall interpret the plans, specifications and other contract documents, issue any extra work orders and give final approval to the complete work.

The Construction Specialist and/or Lead Hazard Program Manager shall decide upon all questions in connection with the work and shall 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 Construction Specialist and/or Lead Hazard Program Manager shall 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 shall be authorized without a written order from the Engineer, except in an emergency that is endangering life or property. No claim for an addition to the contract sum shall be valid unless so ordered.

10. COMMENCEMENT PROSECUTION AND COMPLETION

The Contractor will be required to commence work under this contract within 7 days after signing the contract 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 7 days after commencement of work. The completion time stipulated above shall include final cleanup of the premises.

11. EMPLOYMENT OF RESIDENTS

The Contractor shall employ residents of the City during the construction of the work under this contract whenever possible.

12. NOTICE TO THE CITY OF LABOR DISPUTES

The Contractor shall immediately notify the Construction Specialist and/or Lead Hazard Program Manager of any actual or potential labor disputes, whenever he has knowledge of such, which might delay timely performance of the contract work.

13. SEPARATE CONTRACTS

The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work. He shall properly connect and coordinate his work with their work.

If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the Construction Specialist and/or Lead Hazard Program Manager any defects in such work that cause it to be unsuitable for the proper execution or results. His failure to inspect or report such defects shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after

the execution of the Contractor's work.

14. THE CITY'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the City, after written notice to the Contractor, may, without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

15. INTERFERENCE WITH OTHERS

The Contractor shall coordinate with the City's refuse hauler, Waste Management of RI, to allow access into the work zone for the service of trash, recycling and yard waste collection during the construction.

The Contractor shall not interfere with materials, appliances, or workmen of the City, Public Utility Companies, or any other contractor, who may be performing work at the same sites. All contractors and other parties involved shall have equal rights as far as practicable, to the use of all roads and grounds, except as otherwise provided by these specifications. The decision of the Construction Specialist and/or Lead Hazard Program Manager shall govern in cases of disagreement between contractors or other parties regarding such use.

16. ASSIGNMENT

Neither party to the Contract shall assign the contract or sublet it without the written consent of the other. The Contractor shall not assign any monies due or to become due to him hereunder, without the previous written consent of the Construction Specialist and/or Lead Hazard Program Manager.

17. PUBLIC SAFETY

The Contractor shall 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. A detailed safety plan for the entire contract must be submitted to and approved by the Construction Specialist and/or Lead Hazard Program Manager prior to commencement of work under this contract.

18. ACCIDENT PREVENTION

Precaution shall be exercised at all times until completion and acceptance for the protection of private property and all persons, including employees. The safety provisions of applicable laws and of local building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated according to best safety regulations and procedures.

19. PROTECTION OF EXISTING STRUCTURES, PROPERTY, UTILITIES, WORK AND VEGETATION

The Contractor shall arrange with all private property owners, public utility companies and all other interested parties for the relocation, maintenance and/or protection of all private property, public utility facilities, poles, fixtures, appurtenances and service connections, within or adjacent to the limits of construction or as directed by the Director of Planning & Development.

The Contractor shall perform and carry out his work in such a manner as not to interfere with or damage fixtures mentioned herein or as shown on the plans or discovered during construction which are to be left within the limits of the project. The Contractor will preserve and protect all existing vegetation, such as trees, shrubs, and grass on or adjacent to the site, which do not unreasonably interfere with the construction as determined by the

Director of Planning & Development.

The Contractor will be responsible for damage done to any telephone or power poles or transmission lines; water mains, fire hydrants and appurtenances; gas mains or service connections; sewer mains, building sewer connections and other appurtenances of a similar nature which are fixed or controlled by the City, Public Utility Company, Private Corporation or private person.

The Contractor will be responsible for all unauthorized cutting of trees and shrubs, including damage due to careless operation or equipment, stockpiling of materials or tracking of grass areas by equipment. The City will not be responsible for any delays or inconvenience to the Contractor in carrying on his work in the above-mentioned manner and/or while the City, Public Utility Companies or corporations are making necessary adjustment to their fixtures or appurtenances.

Damage to any kind of private or public property, not authorized in the contract, shall be repaired, or restored promptly by or at the expense of the Contractor. The Contractor must assume all responsibility for any delay or damage incurred due to working around or joining his work to fixtures left in place. No separate payment will be made for protecting, maintaining, or repairing private property. Any additional cost incurred shall be at the expense of the Contractor and shall be considered as completely covered by and included in the contract prices for the various bid items involved.

20. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall give efficient supervision to the work, using his best skill and attention. He will employ at the site of the work, during the entire performance thereof, a competent superintendent and any necessary assistants who will be satisfactory to the Director of Planning & Development. They shall not be changed, except with the consent of the Director of Planning & Development, unless they shall cease to be in the employ of the Contractor. Such superintendents shall represent and have full authority to act for the Contractor in his absence and all directions given such superintendent shall be binding as if given to the Contractor.

21. INSPECTION

The work will be conducted under the general direction of the Construction Specialist and is subject to inspection by his appointed inspectors in order to insure strict compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without written authorization from the Construction Specialist and/or Lead Hazard Program Manager nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the Contract. Construction Specialist and/or Lead Hazard Program Manager shall make a thorough examination of the work as soon as practicable after the completion of the entire work or any divisible part thereof as may be designated in these specifications. Any work that will be buried, covered or concealed in any way after its completion must be inspected by Construction Specialist and/or Lead Hazard Program Manager or one of his appointed inspectors before such work is buried, concealed, or covered. If any work should be covered without approval or consent of the Engineer, it must, if required by the Director of Planning & Development, be uncovered for examination at the Contractor's expense.

The Construction Specialist and/or Lead Hazard Program Manager may order re-examination of questionable work, and if so ordered, the Contractor must uncover the work. The City shall pay the cost for re-examination and replacement, if such work is found to be in accordance with the Contract Documents. The Contractor shall be responsible for such costs, if such work is found to be not in accordance with the Contract Documents, unless he shall show that another contractor caused the defect in the work. The City shall pay such costs, if this is found to be the case.

The Contractor shall give written notice to the Director of Planning & Development instructions, by drawings or otherwise, that will involve extra cost under this contract. He shall give such notice before proceeding to execute the work or within a reasonable time after the receiving such instructions, except in the case of an emergency that shall endanger life or property. Provisions for changes in the work shall then be made. No such claim for the cost of extra work shall be valid, unless made in this manner.

22. SUSPENSION OF WORK

Construction Specialist and/or Lead Hazard Program Manager may suspend all or any part of the work because of hazardous conditions caused by the Contractor's operation or whenever such suspension is necessary to insure proper execution of the Contract.

Notice to suspend the work, or any part thereof, shall be given to the Contractor in writing. The City shall reimburse the Contractor for the expense incurred the Contractor in connection with the work under this Contract as a result of such suspension.

The Contractor may abandon any portion of the work suspended by the City, if the work or any part thereof is stopped by a written notice or if the City does not give such written notice within seven (7) calendar days of the date fixed in the written notice to suspend. The Contractor will then be entitled to the estimates and payments for all work done on the portions of work so abandoned, if any.

23. RIGHT OF CANCELLATION

The City reserves the right to delete or cancel all or any part of the work as listed in the information to Bidders or to delete or cancel any appurtenance or item thereof without recourse by the Contractor. The award of this contract is dependent upon availability of GRANT FUNDS and the successful completion of all Environmental Tier Reviews (ERR).

24. CITY'S RIGHT TO TERMINATE CONTRACT

The City reserves the right to terminate the contract; if the Contractor should be adjudged bankrupt; if the Contractor should make a general assignment for the benefit of his creditors; if a receiver should be appointed on account of the Contractor's insolvency; if the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, except in cases for which an extension of time is provided; if the Contractor should fail to make prompt payment to subcontractors or suppliers of material or labor; if the Contractor persistently and repeatedly disregards laws, ordinances or the instructions of the Director of Planning & Development ; or should otherwise be guilty of a substantial violation of any provision of the Contract. The Director of Planning & Development shall certify, in writing and without prejudice to any other right or remedy, that sufficient cause exists to justify such action. Such notice shall be given to the Contractor at least seven (7) days prior to termination of the Contract. The City shall take possession of the premises and all material thereon immediately upon termination of the contract. The Contractor shall not be entitled to receive any further payments until the work is finished. If the unpaid balance of the contract price, including compensation for additional managerial and administrative service, exceeds the expense for finishing the work, the City shall pay such excess to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expenses and damages incurred by the City, as a result of the Contractor's default, shall be certified by the Director of Planning & Development.

25. EXTENSION OF TIME

If the Contractor is delayed at any time in the progress of work by any act or neglect of the City or of its employees; by changes ordered in the work; by strikes, lockouts, fire, unusual transportation delays, unavoidable casualties, by any causes beyond the Contractor's control, by any delay authorized by the Construction Specialist and/or Lead Hazard Program Manager pending arbitration, or by any causes which the Construction Specialist and/or Lead Hazard Program Manager shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Construction Specialist and/or Lead Hazard Program Manager may decide.

No such extension of time shall be made for delays which occur more than seven (7) days before a written claim is made to the Director of Planning & Development. Only one claim is necessary in the case of a continuing cause for delay.

This article does not exclude the recovery of damages for delays, by either party, under other provisions of the Contract Documents.

26. CORRECTION OF WORK BEFORE FINAL PAYMENT

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by the Lead Hazard Construction Specialist 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 thereafter, the City may, following an additional ten (10) days written notice, sell such materials at auction or at private sale. The City shall keep an account of the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

27. INVOICES

The invoice will need to be submitted after the job has been approved by the Lead Hazard Construction Specialist.

28. PAYMENTS

The total price bid shall include all costs for 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.

29. PAYMENT WITHHELD

The City may withhold from final payment such payment as deemed necessary by the Lead Hazard Program Manager 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 shall be made in the amount withheld when the above grounds are removed.

30. NOT ALL CONDITIONS MAYBE RELEVANT TO THIS BID

1. Regulatory Adherence: Services provided by the selected firm and its subcontractors shall be performed in accordance with all applicable local, state, and federal laws, regulations, and guidance, including RIDOH, RIDEM and USEPA.
2. Liability & Insurance: The Department agrees to indemnify and hold the owner harmless from any claims arising out of any act or omission (negligence) of the Department or its employees, servants, agents, assigns, contractors, and representatives in the performance of the above-described actions and that all contractors shall provide and maintain in full force and effect insurance in which the City shall be named as an "additional insured." Coverage shall be not less than \$1 million per occurrence and \$2 million in aggregate.
3. Dig Safe: Contractor to make appropriate arrangements.
4. File Format: All final deliverables to be submitted in paper and electronic format unless otherwise specified by the Department.
5. Response Preparation: The Department shall not assume liability for expenses incurred by a respondent, or prospective respondent, in connection with the preparation or delivery of a response, a finalist interview, or any other action related to this RFP's selection process.
6. Payment: Payment shall be made on a reimbursement basis for services in the Scope-of-Work.

7. By submitting a response to the RFP, each firm waives all rights to protest or seek remedies whatsoever regarding any aspect of this RFP, the selection of a firm or firms with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

31. Lead General Requirements

All program and project requirements, rules and regulations are defined in the contractor's protocols. Failure to comply may result in penalties, disciplinary actions and possibly removal from the program.

WORK WRITE UP AND STRUCTURAL BUILDING PROCEDURES:

When not specified or clearly implied, the contractor's structural work must be done in accordance with specific city and State of Rhode Island Building Codes. All products installed must be done to the Manufacturer's Recommendation installation instructions.

QUANTITIES AND MEASUREMENTS:

Any measurements included with this bid package are not guaranteed by the City of Woonsocket Lead Program or the property owner. Neither the City of Woonsocket Lead Program nor the property owner is responsible for exact measurements. All quantities and measurements shall be field verified by each bidder. Contractor is responsible for quantities. Unless noted in the submitted bid, contractor agrees to complete the job without claims for additional work based upon discrepancies in quantities and measurement.

MATERIALS:

All materials used in connection with this work write-up are to be new, of first quality and without defects unless stated otherwise on the specifications or approved in writing by the owner and the Construction Specialist.

LEAD SAFE CERTIFICATE:

Successful passage of a Post-Abatement Environmental Lead Inspection to Lead-Safe status as defined in Section C 1.4 of the RI Regulations is required at the completion of the work and before final disbursement of funds for that property.

If there are items that are not on the specifications attached that are needed to obtain a Lead-Safe Certificate, it is the contractors responsibility to notify the construction specialist of any extra work required that may not be on the original agreed upon specifications attached. Any change orders that require extra payment or extra time must be approved in writing by and between the program manager, homeowner and the contractor.

NON-COMPLIANCE LIABILITY:

The contractor shall comply with all applicable Federal, State and local regulations regarding the work being performed and shall incur the costs of all fines and work requirements resulting from non-compliance. Contractor shall indemnify and hold harmless the City of Woonsocket Lead Program and the property owner from any such fine or work requirements resulting from non-compliance. City of Woonsocket Lead Program reserves the right to stop work and shut down any job where the contractor is violating any state regulation regarding the Rules and Regulations for Lead Poisoning Prevention r23-24.6PB.

CHANGE ORDERS:

Any additional change orders occurring after the contract signing will not be paid for and are not valid

UNLESS agreed upon in writing by the property owner, and the contractor. Additional time will not be given to the contractor for any change order unless agreed upon in writing in the change order.

INSURANCE:

Contractors Commercial General Liability Insurance: Minimum limit of \$ 1,000,000 per occurrence /\$2,000,000 policy aggregate, claims made form. Commercial Motor Vehicle Liability Insurance: Combined Single Limit of \$ 1,000,000 Per Occurrence Worker's Compensation Insurance: The Contractor shall furnish, to the Lead Hazard Program manager, verification of Worker Compensation insurance according to Title 28, Chapter 29, of the RI Worker Compensation Law upon award of the contract. Contractors Pollution Liability insurance (CPL) is required, and the Contractor shall furnish a copy to the Lead Hazard Program Manager upon award of the contract.

THE CITY OF WOONSOCKET shall be included as an "additional insured" on all policies except for Workers Compensation. Satisfactory evidence of insurance shall be furnished prior to commencement of the work. Agent's cancellation policy must be included.

CLEANING:

The contractor shall clean the entire house so as to ensure the property owner a Lead-Safe home. After completion of all lead hazard reduction activities and removal of containment except for critical barriers isolating work areas from no-work areas; HEPA vacuum all surfaces; wet clean all surfaces with allowable detergent (TSP) and rinse; performing a second HEPA vacuuming. Repeat cleaning cycle as needed to achieve compliance with RIDOH Lead Poisoning Prevention Regulations.

CONTRACTOR LICENSING:

All contractors performing Lead Hazard Reduction work must be licensed as a Lead Hazard Reduction Contractor in accordance with Subpart D.1 of the RIDOH Lead Poisoning Prevention Regulations.

LEAD WORKER PROTECTION:

Persons carrying out Lead Hazard Reduction activities must receive approved training in accordance with the RIDOH Lead Poisoning Prevention Regulations and OSHA worker protection regulations. All workers on any site containing lead must possess a minimum of a 24hr Lead Workers License issued through the RIDOH.

SIGNAGE:

Install a prominent sign in appropriate language(s) at the front and rear entrances of the building prior to starting any lead hazard reduction activity within.

SUPERVISOR TRAINING:

Lead Hazard Reduction Supervisors must be trained and licensed in accordance with the current RIDOH Lead Poisoning Prevention Regulations. A 40hr licensed LHR Supervisor or licensed LHR Contractor must be present on the job site at all times when lead hazard reduction work is being performed.

INTERIOR CONTAINMENT:

Construct interior containment in accordance with RIDOH Lead Poisoning Prevention Regulations as applicable.

EXTERIOR CONTAINMENT:

Provide exterior containment and cleanup as needed in accordance with RIDOH Lead Poisoning Prevention Regulations as applicable.

HEAT GUNS:

No heat guns are allowed while conducting any work in the City of Woonsocket Lead Hazard Reduction Program.

LEAD DEMO AND WASTE DISPOSAL:

All waste, both hazardous and non-hazardous, is to be managed in accordance with all applicable Federal, State and local regulations. The Contractor and the Owner are jointly responsible for ensuring that waste classified as hazardous is transported, manifested and delivered by licensed transports.

ONE YEAR MATERIAL & LABOR GUARANTEE:

All labor and material will be covered in full for a minimum of one year from the final clearance date of the project.

PROPOSAL ITEMS

SCOPE OF WORK
ACCEPTANCE

PROJECT: 12 Miller Ln

OWNER ACCEPTS SCOPE OF WORK

I have read the contents of this work write up and received a copy. I fully understand the repairs to be made to my property.

x _____
Owner:

_____ Date

Witness for City of Woonsocket

x _____
Construction Specialist

_____ Date

CONTRACTOR ACCEPTS SCOPE OF WORK

I have read the contents of this work write up and agree to perform all work called for in accordance with the bid submitted on _____.

x _____
Contractor

_____ Date

Witness for City of Woonsocket

x _____
Construction Specialist

_____ Date

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 Specifications and the site plan the undersigned bidder has provided to date of the contract which are acknowledged to be a part of this proposal/ the special provisions, the proposal form, the form of contract agreement, and form of contract bond, and thoroughly understands their stipulations, requirements and provisions.

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 after the 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, shall 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" which includes any Contractor-owned machinery or special equipment other than small tools, for use of which is approved by the Engineer, the hourly rate will not exceed that determined from the latest edition of the "Rental Rate Blue Book for Construction Equipment", 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 shall be forfeited to the City of Woonsocket as liquidated damages if the required contract agreement and contract bond are not executed after 90 days upon the agreed start time of award bid. 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.

PROPOSAL

Project Name: 12 Miller Ln

All items in the Proposal must have a unit bid price in words and figures. All unit bid prices must be extended. Bids will not be accepted if they contain no unit price for an item or if they contain zero in words and figures as the unit price bid.

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

Contractor: _____
Telephone Number: _____
Email Address: _____
COMPOSED OF OFFICERS, PARTNERS OR OWNER. AS
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).

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.

Name of Signatory – Title:

Bid Prices for All Items in Numbers for 12 Miller Ln (interior and exterior):

Bid prices for All Items Written in Words for 12 Miller Ln (interior and exterior):

The City of Woonsocket shall reimburse the successful contractor .20% of the cost of the Contractor Pollution Liability insurance. A copy of the policy premium shall be furnished to the City for reimbursement calculations.