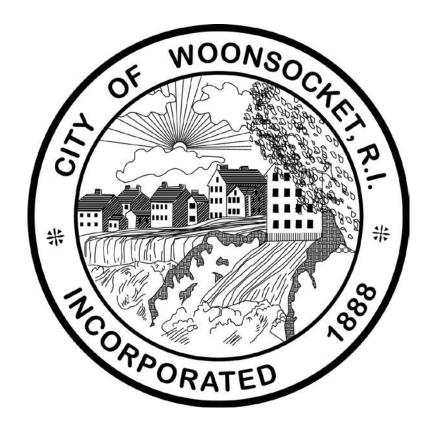
# City of Woonsocket



# Woonsocket Healthy Homes Project – 323 Maple St.

BID No. 6163

**Bid Specifications** 

Prepared By: City of Woonsocket

Planning Department

August 2023



#### CITY OF WOONSOCKET, RHODE ISLAND

#### INVITATION TO BID FOR:

"Woonsocket Healthy Homes Project – 323 Maple St." BID No. 6163

#### For The Planning Department

City of Woonsocket is accepting bid proposals for the above-referenced project. Sealed bids must be received by Woonsocket City Hall, Office of Purchasing, 169 Main Street, Woonsocket, RI 02895 prior to the bid opening date and time. On time bids will be publicly opened and read aloud in the 2<sup>nd</sup> Floor Conference Room, located in Woonsocket City Hall, promptly at 2:00 p.m. on Wednesday, August 30, 2023. Bids received after this deadline will not be accepted and will be returned unopened to the sender.

#### The key components of this project include:

- 1) Repairing/rebuilding the roof and the rear steps. Proposals can be submitted either in whole or in part. The award will be made in whole or in part to the most responsive, responsible that serves the best interest of the City.
- 2) All contractors performing work as part of this proposal must be licensed as a "Lead Hazard Reduction Contractor" in accordance with Subpart D.1 of the RIDOH Lead Poisoning Prevention Regulations

All bids must be submitted in duplicate, placed in a sealed envelope and identified with the following information: "Woonsocket Healthy Homes Project – 323 Maple St., Bid No. 6163." Bids must be prepared using the provided bid forms. All forms must be typed or printed and then signed and dated in ink.

The bidder is required to furnish a bid guarantee in the form of a firm commitment, e.g., a Bid Bond supported by good and sufficient surety or sureties acceptable to the City, postal money order, certified check, or cashier's check. The amount of **the bid surety is 10% ten percent** of the bid price.

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 deadline.

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

Thank you for your consideration of this invitation to bid.

Cind	v Johnston Finance Director	
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	Cindy Johnston	

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#### 1. DEFINITIONS

- **a.** 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.
- b. 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.
- **c.** Construction Supervisor: Whenever in this contract the word "Construction Supervisor" is used, it shall refer to the Construction Supervisor for the City of Woonsocket.
- d. 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.
- e. 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".

**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 Construction Supervisor" 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 Construction Supervisor, unless otherwise stated.

#### CITY OF WOONSOCKET

#### FINANCE DEPARTMENT

#### (401) 762-6400

#### 2. INFORMATION TO BIDDERS

#### A. RECEIPT AND OPENING OF PROPOSALS

a. Sealed bids/proposals will be accepted, and time stamped upon receipt in the Finance Department, 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.

#### B. TIMELINE - THE FOLLOWING TIMELINE IS SUBJECT TO REVISION:

a. ITB Issued August 22 2023
b. Proposal submittal deadline
c. Public Opening August 30, 2023 August 30, 2023 2pm

d. Selection of firm September 1, 2023

#### C. FORM OF PID

a. All contractors must use the bid sheet to submit their bids to the City of Woonsocket Purchasing Agent. A separate sheet with itemized expenses can be attached to the bid sheet but only for the purpose of explaining costs that have been listed on the bid sheet. Any item that is not in the bid sheet even if included on a separate sheet will not be considered by the Director.

#### CI. SUBMISSION OF BIDS

a. Envelopes containing bids must be sealed and addressed to the Finance Department, Office of Purchasing, City of Woonsocket, 169 Main St, Woonsocket, Rhode Island, 02895, and must be marked with the name and address of the bidder. Proposals received prior to the time of opening will be securely kept and unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.

#### CII. RHODE ISLAND SALES TAX

a. 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.

#### CIII. FEDERAL EXCISE TAXES

a. 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.

#### CIV. ADDENDA AND INTERPRETATIONS

a. 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 Purchasing Agentr, P.O. Box B, Woonsocket, Rhode Island 02895.

b. Any and all interpretations and supplemental instructions, which if issued, will be in the form of an addendum and posted at a minimum on the City's website. Failure of bidder to receive any such addendum or interpretations shall not relieve any bidder from obligation under his bid submitted. All addendums so issued shall become part of the Contract Document.

#### H. DELIVERY

- a. All purchases related to this bid are to be delivered within the City of Woonsocket. Delivery is to be supplied with a 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 Construction Supervisor 24 hours prior to delivery. All claims for damage in transit shall 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 shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.
- I. BIDDER MUST COMPLY WITH ALL STATE LABOR LAWS.
- J. THE SUCCESSFUL BIDDER MUST HAVE ALL CURRENT TAXES PAID WHICH ARE OWED TO THE CITYOF WOONSOCKET AND STATE OF RHODE ISLAND.
- K. IN ACCORDANCE WITH RHODE ISLAND GENERAL LAW 37-13-14, BIDDERS FOR PUBLIC WORKS/BUILDING CONTRACTS IN EXCESS OF \$5,000.00 SHALL 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.

#### **CITY OF WOONSOCKET**

#### RHODE ISLAND

#### FINANCE DEPARTMENT

#### **PURCHASING DIVISION**

#### 3. CERTIFICATE OF GOOD STANDING

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;

#### 4. 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. The 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 a valid and current Rhode Island operator's license.

#### 5. 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 as 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.

#### 6. EXECUTION, CORRELATION, AND INTENT OF DOCUMENTS

The Contract Documents are complementary and what is called for by anyone 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.

#### 7. SPECIFICATIONS

It shall be the responsibility of the Contractor to study the specifications and other instructions. He shall request clarification from the Construction Supervisor of any errors, inconsistencies, or omissions which may be discovered.

#### 8. 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.

#### 9. 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.

#### 10. 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.

#### 11. DIRECTION

The Planning Department and/or Construction supervisor/Construction Supervisor shall confirm major directions, in writing, to the Contractor. Other directions, given verbally by the Construction supervisor or Construction Supervisor, shall be confirmed only upon request.

#### 12. CONTROL BY THE CONSTRUCTION SUPERVISOR

The Construction Supervisor 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 Supervisor 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 Supervisor 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 Supervisor 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.

#### 13. COMMENCEMENT PROSECUTION AND COMPLETION

The Contractor will be required to commence work under this contract within 7days 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 30 days after commencement of work. The completion time stipulated above shall include final cleanup of the premises.

#### 14. EMPLOYMENT OF RESIDENTS

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

#### 15. NOTICE TO THE CITY OF LABOR DISPUTES

The Contractor shall immediately notify the Construction Supervisor of any actual or potential labor disputes, whenever he has knowledge of such, which might delay timely performance of the contract work.

#### 16. 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 Supervisor 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.

#### 17. 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.

#### 18. 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 Supervisor and/or Construction supervisor shall govern in cases of disagreement between contractors or other parties regarding such use.

#### 19. 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 Supervisor.

#### 20. 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 Supervisor prior to commencement of work under this contract.

#### 21. 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 the best safety regulations and procedures.

#### 22. 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.

#### 23. 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 to such superintendent shall be binding as if given to the Contractor.

#### 24. INSPECTION

The work will be conducted under the general direction of the Construction Supervisor and is subject to inspection by his appointed inspectors in order to ensure 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 Supervisor nor shall the presence or absence of an inspector relieve the Contractor form any requirements of the Contract. Construction Supervisor 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 the Construction Supervisor 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 Supervisor 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 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.

#### 25. SUSPENSION OF WORK

Construction Supervisor 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.

#### 26. 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).

#### 27. CITY'S RIGHT TO TERMINATE CONTRACT

The City reserves the right to terminate the contract; if the Contractor should be adjudge 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 prempt 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.

#### 28. 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 Supervisor pending arbitration, or by any causes which the Construction Supervisor shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Construction Supervisor 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.

#### 29. CORRECTION OF WORK BEFORE FINAL PAYMENT

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by the Construction Supervisor 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.

#### 30. INVOICES

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

#### 31. 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.

#### 32. PAYMENT WITHHELD

The City may withhold from final payment such payment as deemed necessary by the Construction Supervisor 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.

#### 33. 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.

#### 34. 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 HOME Program or the property owner. Neither the City of Woonsocket HOME Program nor the property owner is responsible for exact measurements. All quantities and measurements shall be field verified by each bidder. The 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 Supervisor.

#### 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. The contractor shall indemnify and hold harmless the City of Woonsocket HOME Program and the property owner from any such fine or work requirements resulting from non-compliance. City of Woonsocket HOME 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 Construction supervisor, verification of Worker Compensation insurance according to Title 28, Chapter 29, of the RI Worker Compensation Law 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 cancelation policy must be included.

#### **CLEANING:**

The contractor shall clean the entire house so as to ensure the property owner a safe home.

#### **CONTRACTOR LICENSING:**

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

#### 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.

### 35. STANDARDS FOR WORK AND MATERIALS

A. Roofing	Strip all roofs on house down to sheathing and dispose of all debris. Install ice and water shield, 15 lb. felt underlayment and aluminum drip edge at all perimeters. Drip edge to be returned at ends and riveted. Install 3-tab 25-year asphalt shingle by Certainteed, IKO, Tamko, or an approved equal. Nails to be galvanized and of proper length. Placement and number of fasteners to be in strict accordance with manufacturer's specifications. Properly flash chimney(s) and all vents to new material. Replace deficient material to provide a watertight application. Install a ridge vent (Air Shinglevent II) or approved equal along entire ridge. Provide and install end caps. Cut one inch on both sides of ridge along entire run for proper ventilation.
B. Rear Steps	Steps shall have a minimum of 9" tread depth and risers shall be no more than 8 1/4". The greatest riser height shall not exceed the smallest by more than 3/8". Handrails are required on at least one side of each flight with four or more risers and must be continuous and shall have outside diameter of at least 1 1/4" and not greater than 2". Steps shall be 3500 lb. test with forms properly set so that no distortions to finished product are noticeable.

# **36. PROPOSAL ITEMS**

# PROPOSED COSTS MUST BE ITEMIZED. AWARD MAY BE ISSUED IN PART OR IN WHOLE

EXTERIOR	SCOPE OF WORK	PROPOSED COST
Roof Only	Strip existing roofing materials from main house, front and rear porch. Properly dispose of all removed materials. Repair flashing material and roof boards as needed. (Allowance 50 lft. roof boards). Install code compliant underlayment and architectural style shingles in accordance with standards for work and materials. (Approx. 16-18 Squares)	
Rear steps Only	Re-build rear stairs, landings, railings, and guards with pressure treated lumber. Like in kind to match existing layout.	
Fi		
	COMBINED ROOF & REAR STEPS IF APPLICABLE	

Please double check your numbers to avoid errors in addition.

# 37. SCOPE OF WORK

# ACCEPTANCE PROJECT: 323 MAPLE STREET

# OWNER ACCEPTS SCOPE OF WORK

I have read the contents of this work w property.	rite up and received a copy. I fully	understand the repairs to be made to my
	X	
	Owner:	Date
Witness for	City of Woonsocket	
X		
*****	Construction Supervisor	Date
		at the second second
CONTRACTOR ACCEPTS SCOPE C	<u>OF WORK</u>	2 N
I have read the contents of this work so accordance with the bid submitted or.	cope and agree to perform any or a	ll of the work awarded by the City in
x		
	Contractor	Date
Witness for	City of Woonsocket	
Х		
	Construction Supervisor	Date

#### 38. 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: 323 Maple Street

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:	
I	COMPOSED OF OFFICERS, PARTNERS OR OWNER, AS FOLLOWS: President:	
	Vice - President:	
	Secretary:	
	Treasurer:	
	Address:	
that it aff	FICATION SUMMARY: I hereby certify that I have read all of the above requirements and under fects the acceptability of my bid(s).  Persigned bidder declares that this Proposal is made without connection with any other person or perproposals for the same work and is in all respects fair and without collusion or fraud.	
Name of S	Signatory – Title:	
Bid Prices	s for the Roof only in Numbers for 323 Maple Street:	
Bid prices	s for the Rear Stairs only in Numbers for 323 Maple Street:	<del>(20)</del>
Bid prices	s for both the Roof and the Rear Stairs in Numbers for 323 Maple Street:	<u>1 100000000</u>