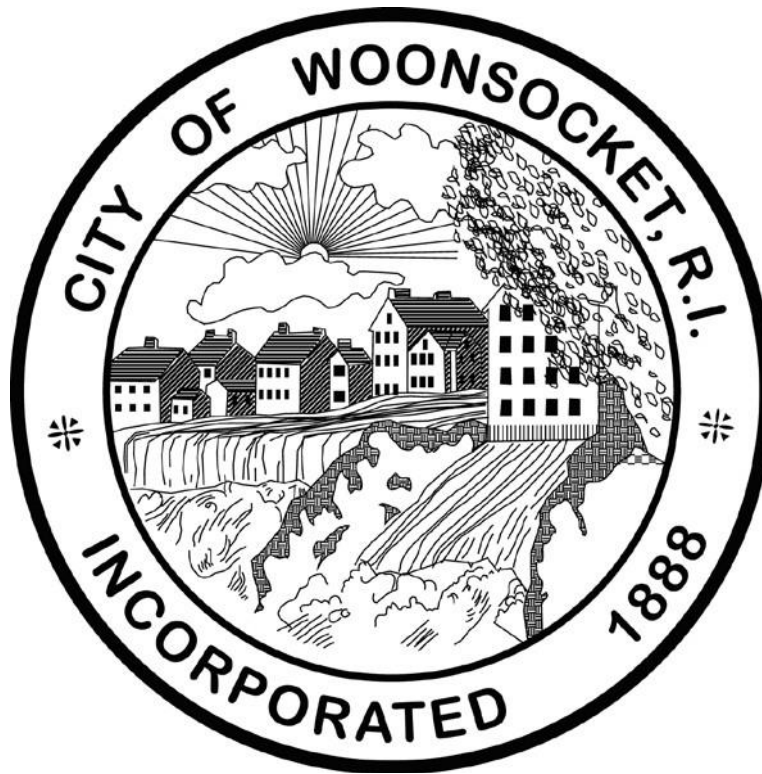


City of Woonsocket

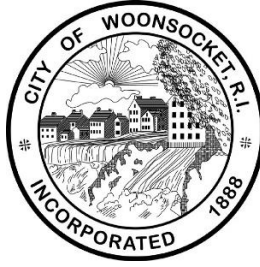


Cold Spring Park Pickleball Courts

BID No. 6168

Contract Specifications

*Prepared By:
City of Woonsocket
Planning Division
2023*



INVITATION TO BID
Cold Spring Park Pickleball Courts Bid
Planning Department

Sealed bids/proposals will be accepted in an enclosed envelope endorsed “**Bid No. 6168 Cold Spring Park Pickleball Courts**”, and addressed to the Purchasing Department, City Hall, 169 Main Street, Woonsocket, RI 02895, and will be received until 2:00 pm on **October 11, 2023**, after which time all bids will be opened and read aloud.

Specifically, the work will include, but not be limited to: Field Verification of the Site, work will commence, maintain a clean and clear site when work is ongoing to allow for the installation of any equipment (**if installed by others**) and maintain the site for the movement of pedestrian or vehicular traffic and all other incidentals necessary to complete the work of this contract.

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

A certified check or bid bond in the amount of 5% of the bid price must accompany each proposal. The certified checks or bonds will be returned to all but the successful bidder upon execution of the contract. The bidder's check/bond will be returned when the terms of the conditions of the bid are met to the satisfaction of the City of Woonsocket.

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

Responses will be evaluated based on the most responsive and responsible bidder toward the scope of work and renderings offered at the most advantageous price. The City’s Department of Planning reserves the right to accept and/or reject any and/or all bids/proposals/responses/options; to waive any technicality to any bid or combination there-of, to contract in part or in whole, and to award/reject in the best interest of the City of Woonsocket. The award will be made based on the most favorable/responsible bid.

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

Published: September 20, 2023

Cindy Johnston

Cindy Johnston, Finance Director

INFORMATION TO BIDDERS

CITY OF WOONSOCKET

FINANCE DEPARTMENT

(401) 762-6400

1. RECEIPT AND OPENING OF PROPOSALS

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.

Timeline: the following timeline is subject to revision:

RFP Issued:	September 20, 2023
Question submittal deadline	October 4, 2023
Proposal submittal deadline	October 11, 2023 @ 2:00pm
Public Opening	October 11, 2023 @ 2:01pm
Interviews (if necessary)	TBD
Selection of firm	TBD

2. FORM OF BID

Proposals must be submitted with 2 hard copies and one flash drive. Supplemental information, drawings, warranties, literature, and material to be provided with the bid must be on the bidder's own form.

3. SUBMISSION OF BIDS

Envelopes containing bids must be sealed and addressed to the Purchasing Department, Office of Purchasing, City of Woonsocket, P.O. Box B, 169 Main St, Woonsocket, Rhode Island, 02895, and must be marked with the name and address of the bidder.

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

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

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

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

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

4. RHODE ISLAND SALES TAX

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

5. FEDERAL EXCISE TAXES

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

6. QUALIFICATION OF BIDDERS

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

7. ADDENDA AND INTERPRETATIONS

Interpretation on the meaning of the Plans, Specifications or other Contract Document should be emailed to the Planning Department Construction Supervisor at rleech@woonsocketri.org, and to be given consideration must be received at least four (4) days prior to the date fixed for the opening of the bids.

All interpretations and supplemental instructions, which if issued, will be posted on the City's website for all prospective bidders not later than 48 hours prior to the date fixed for the opening of bids (unless such addenda postpone the opening of bids). Failure of bidder to receive any such addendum or interpretations will not relieve any bidder from obligation under his bid submitted. All addenda so issued must become part of the Contract Document.

8. DELIVERY

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 City of Woonsocket 24 hours prior to delivery. All claims for damage in transit will be the responsibility of the successful bidder. The City of Woonsocket 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 the director will be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.

9. **The bid price is to include the cost of Cleaning the courts of Any dirt or debris, Removal of any organics from the court area (i.e., mold, weeds, grass, etc.), repair all cracking in the existing tennis courts, painting the repaired courts for pickleball courts with an approved paint, and Cleanup.**
10. **The bid price is to include installation where noted.**
11. **Bidder must comply with all State Labor Laws for Public Works projects.**
12. **The successful bidder must have all current taxes paid which are owed to the City of Woonsocket and State of Rhode Island.**
13. **In accordance with Rhode Island General Law 37-13-7, contracts in *excess of \$1,000.00* must require compensation based on *prevailing wages* for construction, alteration and/or repair, painting and decorating.**
14. **40 U.S.C. chapter 31, subchapter III, Bonds (formerly known as the Miller Act), requires performance and payment bonds for any construction contract exceeding \$150,000, except that this requirement may be waived-**

(1) By the contracting officer for as much of the work as is to be performed in a foreign country upon finding that it is impracticable for the contractor to furnish such bond; or

(2) As otherwise authorized by the Bonds statute or other law.

The contractor shall furnish all bonds or alternative payment protection, including any necessary reinsurance agreements, before receiving a notice to proceed with the work or being allowed to start work. 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

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:

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SCOPE OF WORK

**** NOTE **** Removal of the existing tennis net posts and installation of the new pickleball net posts will be completed by the City of Woonsocket Department of Public Works. All permits need **MUST** be submitted and approved with the City's Planning Department at no cost.

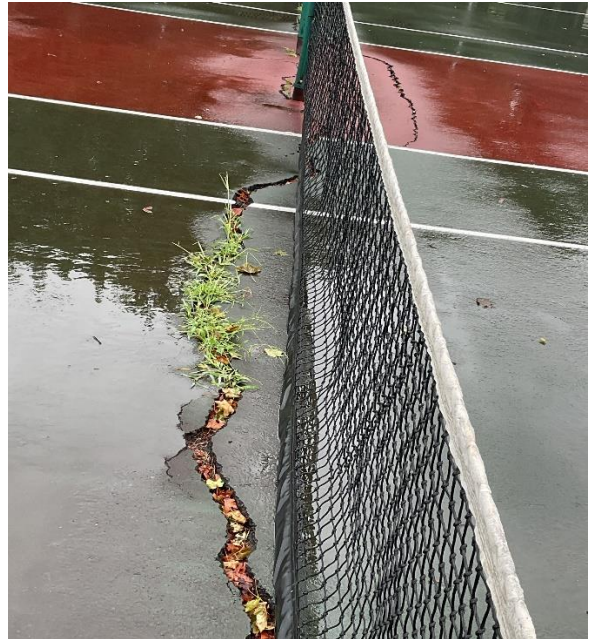
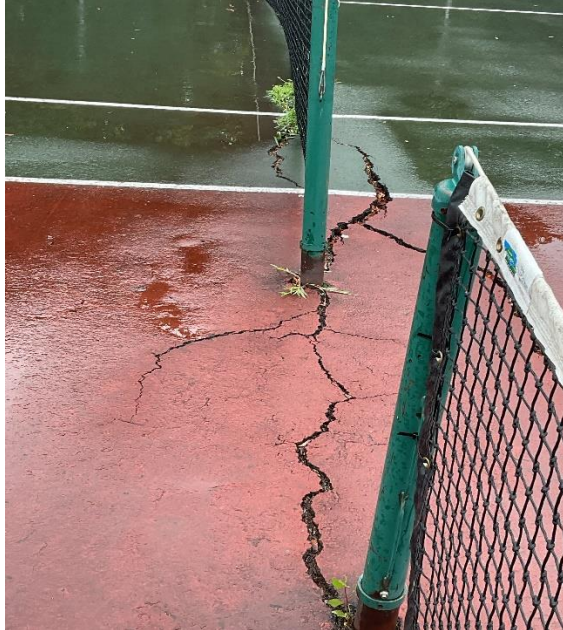
Overall Requirements:

Repair and painting of the old tennis courts at Cold Spring Park into new pickleball courts. There will be THREE courts in the existing area evenly spaced out.

- The footprint size of the courts will remain 110ft x 120ft.
- Surface Preparation
 - Clean Courts of all dirt and debris.
 - Remove all organic material from the courts. (i.e., Grass, weeds, mold, etc.)
- Crack Repairs
 - Clean out all cracks (using a crack router or other mechanical device)
 - Fill any structural cracks with concrete and path binder.
 - Once area is fully cured sand smooth and fill as needed
 - Fill all other cracks.
 - Apply a coat of acrylic resurfacer over all the repairs.
- Paint the repaired court with a tennis/pickleball court approved paint (Color TBD)
- Clean the work site area and make it ready for use.
- Itemize each phase of construction when bidding on the project.
- The bid should include installation and freight costs on all material and equipment.
- Please submit questions or preliminary renderings by [DATE] 2023
to RLEECH@WOONSOCKETRI.ORG
- Work will be expected to commence as soon as possible.

Existing conditions:









1. CHARACTER OF WORK AND PERSONNEL

The work must 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 will supply and maintain portable toilet units to accommodate the number of workers on the site. Contractors must hire competent and qualified workers. All personnel on the jobsite must hold OSHA 10-hour certification. All machine operators must have a valid and current Rhode Island operator's license.

Contractor to supply the Department of Planning & Development with copies of employee OSHA 10-hour certification and machine operators Rhode Island operator's license.

2. SITE INVESTIGATIONS

Bidders must satisfy themselves through personal examinations of the location of the proposed work, and/or by such other means as they prefer, such as by inspection of records and drawings of any public utilities or private corporations involved, as to the actual conditions and requirements of the proposed work, and to the accuracy of the information contained in the specifications and drawings. The submission of any bid will be accepted by the City of Woonsocket as satisfactory proof that the bidder has satisfied himself in this respect. The bidder will 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 anyone will 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, will be considered to have been included in the price or prices quoted and no separate payments will be made.

4. SPECIFICATIONS

It will be the responsibility of the Contractor to study the specifications and other instructions. The Contractor must request clarification from the Director of Public Works and/or the Construction Supervisor of any errors, inconsistencies, or omissions which may be discovered.

5. USE OF PREMISES

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

6. SUBCONTRACTORS

The Contractor must notify the City of Woonsocket, 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 must 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 will approve or disapprove subcontractors after the award of general contract. The City of Woonsocket must be notified before any changes in subcontractors are made during the progress of the project.

7. OBLIGATIONS AND LIABILITY OF CONTRACTOR

The Contractor must 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 must bear all losses sustained by themselves 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 must assume the defense of all claims, regardless of Character against the Contractor or the City. The Contractor must 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. INSURANCE REQUIREMENTS

The Contractor will not commence work under this contract until the Contractor has obtained all insurance required under this section. Work will not commence until the City has approved such insurance. The Contractor must not allow any subcontractor to commence work on their subcontract until all similar insurance has been so obtained and approved. The amounts of such insurance must be as defined in **TABLE A.**, the Contractor and subcontractors must also obtain insurance "Riders" to cover the work required under this contract. The coverage for such riders must be the same as that specified above for Public Liability and Property Damage. The Contractor and subcontractors, if any, must also obtain all other insurance as may be required by law, including but not limited to, Workmen's Compensation Insurance.

The Contractor must provide the City's Planning Department with satisfactory proof of the insurance required. This proof must consist of two (2) certificates from each insurer insuring the Contractor or any subcontractor under this contract. These certificates must contain the name and address of the insured, the policy number, the limits of liability, the expiration date of the policy, a statement that the insurance of the type afforded by the policy applies to all the Contractor's operations on or at the site of the work, a statement which refers to this contract and insurance specification and states that such insurance is as required by this contract, and a statement as to exclusions and methods of cancellation.

9. DEFINITIONS

- a. Director:** Whenever in this contract the word "**Director**" is used, it must be understood to refer to the Director of Planning & Development or the Director of Public Works 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.
- b. Contractor:** Whenever in this contract the word "**Contractor**" is used, it must be understood to refer to the party or parties of the second part of this contract, or the representative of said party or parties.

- c. **City:** Whenever in this contract the word “**City**” is used, it must be understood to refer to the City of Woonsocket, in the State of Rhode Island.
- d. **Specifications:** Whenever in this contract the word “**Specifications**” is used it must 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.”
- e. **Nomenclature:** Whenever in the specifications or upon the plans the words directed, required, ordered, designated, prescribed, or words of similar meanings are used, it must be understood that the words “by the Engineer” immediately following the word is intended. Similarly, the words approval, acceptable, satisfactory, or words of similar meaning will mean approval by, acceptable to, or satisfactory to the Engineer, unless otherwise stated.

10. DIRECTIONS

The Planning Department and/or Director of Public Works must confirm major directions, in writing, to the Contractor. Other directions, given verbally by the Director of Public Works and/or The Planning Department must be confirmed only upon request.

11. CONTROL BY THE DIRECTOR OF PUBLIC WORKS AND/OR DIRECTOR OF PLANNING & DEVELOPMENT

The Director of Public Works and/or Director Planning & Development will have general supervision and direction of the work. The Contractor must abide by all orders, directions, and requirements, and must perform all work to the satisfaction of the Director of Public Works and/or Director of Planning and Development.

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

The Director of Public Works and/or Director of Planning & Development will decide upon all questions in connection with the work and 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 Director of Public Works and/or Director of Planning & Development will have the authority to make minor changes to the work, not involving extra cost, providing such changes are consistent with the purpose of the work. No extra work will 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 will be valid unless so ordered.

12. COMMENCEMENT PROSECUTION AND COMPLETION

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

13. EMPLOYMENT OF RESIDENTS

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

14. WAGE RATES

The Contractor must pay the prevailing rates of wages as established by the Department of Labor of the State of Rhode Island for each classification of labor used in the execution of the work in accordance with the Davis-Bacon prevailing wage determination rates.

15. NOTICE TO THE CITY OF LABOR DISPUTES

The Contractor must immediately notify the Director of Public Works and/or Director of Planning & Development 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 must afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work. The Contractor will 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 must inspect and promptly report to the Director of Public Works and/or Director of Planning & Development any defects in such work that cause it to be unsuitable for the proper execution or results. The Contractor's failure to inspect or report such defects will 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 to the Contractor.

18. INTERFERENCE WITH OTHERS (if needed)

The Contractor must 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 will 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 must 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 Director of Public Works and/or Director of Planning & Development will govern in cases of disagreement between contractors or other parties regarding such use.

19. ASSIGNMENT

Neither party to the Contract will assign the contract or sublet it without the written consent of the other. The Contractor must not assign any monies due or to become due to him hereunder, without the previous written consent of the Director of Public Works and/or Director of Planning & Development.

20. PUBLIC SAFETY

The Contractor must 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 Director of Public Works and/or Director of Planning & Development prior to commencement of work under this contract.

21. ACCIDENT PREVENTION

Precaution must be always exercised 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 must be observed. Machinery, equipment, and all hazards must be guarded or eliminated according to the best safety regulations and procedures.

22. MAINTENANCE OF TRAVEL (if needed)

The Contractor must notify property owners one week before work begins and at least twenty-four (24) hours in advance to permit movement of privately-owned vehicles. Emphasis is placed on the requirement for rapid access and movement of firefighting apparatus or equipment and the accessibility of all fire hydrants, if any, within the limits of the work. The Director of Public Works and/or Director of Planning & Development may permit, upon approval of the Woonsocket Police Department, a street to be closed for a limited amount of time. Payment for furnishing, maintaining, relocating and/or removing temporary construction and/or warning signs for maintaining safe vehicular travel must be part of the contract.

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

The Contractor must 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 Public Works and/or Director of Planning & Development.

The Contractor must perform and carry out their 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 Public Works and/or 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, must 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 their work to fixtures left in place. No separate payment will be made for protecting, maintaining, or repairing private property. Any additional cost incurred will be at the expense of the Contractor, and must be considered as completely covered by and included in the contract prices for the various bid items involved.

24. SUPERINTENDENCE BY CONTRACTOR

The Contractor must give efficient supervision to the work, using their best skill and attention. The Contractor 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 Public Works and/or Director of Planning & Development. They must not be changed, except with the consent of the Director of Public Works and/or Director of Planning & Development, unless they cease to be in the employ of the Contractor. Such superintendents must represent and have full authority to act for the Contractor in their absence and all directions given to such superintendent must be binding as if given to the Contractor.

25. INSPECTION

The work will be conducted under the general direction of the Director of Public Works and/or Director of Planning & Development and is subject to inspection by their 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 Director of Public Works and/or Director of Planning & Development, nor will the presence or absence of an inspector relieve the Contractor from any requirements of the Contract. The Director of Public Works and/or Director of Planning & Development must 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 Director of Public Works and/or Director of Planning & Development 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 Public Works and/or Director of Planning & Development, be uncovered for examination at the Contractor's expense.

The Director of Public Works and/or Director of Planning & Development may order re-examination of questionable work, and if so ordered, the Contractor must uncover the work. The City must pay the cost for re-examination and replacement if such work is found to be in accordance with the Contract Documents. The Contractor must be responsible for such costs, if such work is found to be not in accordance with the Contract Documents, unless they will show that another Contractor caused the defect in the work. The City must pay such costs if this is found to be the case.

The Contractor must give written notice to the Director of Public Works and/or Director of Planning & Development of instructions, by drawings or otherwise, that will involve extra cost under this contract. The Contractor must 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 will endanger life or property. Provisions for changes in the work must then be made. No such claim for the cost of extra work will be valid, unless made in this manner.

26. SUSPENSION OF WORK

The Director of Public Works and/or Director of Planning & Development 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, must be given to the Contractor in writing. The City must 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.

27. 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).

28. 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 their 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 Public Works and/or Director of Planning & Development; or should otherwise be guilty of a substantial violation of any provision of the Contract. The Director of Public Works and/or Director of Planning & Development must certify, in writing and without prejudice to any other right or remedy, that sufficient cause exists to justify such action. Such notice must be given to the Contractor at least seven (7) days prior to termination of the Contract. The City must take possession of the premises and all material thereon immediately upon termination of the contract. The Contractor must 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 of finishing the work, the City must pay such excess to the Contractor. If such an expense exceeds such an unpaid balance, the Contractor must pay the difference to the City. The expenses and damages incurred by the City, as a result of the Contractor's default, must be certified by the Director of Public Works and/or Director of Planning & Development.

29. COMMENCEMENT PROSECUTION AND COMPLETION

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

It is acknowledged that the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time provided by the Contract Documents will cause the City to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the City of actual damages, and that liquidated damages represent a fair, reasonable, and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the City as against Contractor and its Surety, in the event of delayed completion and without the City being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor will be liable to the City for payment of liquidated damages in the amount of One Thousand Dollars (\$1,000) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor must pay them to City without limiting City's right to terminate this agreement for default as provided elsewhere herein.

30. 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 Director of Public Works and/or Director of Planning & Development pending arbitration, or by any causes which the Director of Public Works and/or Director of Planning & Development must decide to justify the delay, then the time of completion will be extended for such reasonable time as the Director of Public Works and/or Director of Planning & Development may decide.

No such extension of time will be made for delays which occur more than seven (7) days before a written claim is made to the Director of Public Works and/or 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.

31. CLEANING UP

The Contractor must always keep the construction area clean from accumulation of waste material or rubbish, including storage areas used by the contractor or subcontractors. The Contractor must remove any rubbish, tools, scaffolding, equipment, and materials from and about the premises, which do not belong to the City, prior to completion of the work. The Contractor must leave the work and premises, following the completion of work, in a clean and workmanlike condition satisfactory to the Director of Public Works and/or Director of Planning & Development.

32. CORRECTION OF WORK BEFORE FINAL PAYMENT

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by the Director of Public Works and/or Director of Planning & Development 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 must keep an account of the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

34. INVOICES

Invoice will need to be submitted after the job has been approved by the Director of Planning & Development.

35. PAYMENTS

The total price bid must 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

Certified Payroll must be submitted with the invoice.

Upon substantial completion, a retainage of 5% (five percent) will be held for 90 days.

36. PAYMENT WITHHELD

The City may withhold from final payment such payment as deemed necessary by the Director of Public Works and/or Director of Planning & Development 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.
- e. Missing and/or incorrect Certified Payroll

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

37. MISCELLANEOUS

1. Regulatory Adherence: Services provided by the selected firm and its subcontractors must 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 must provide and maintain in full force and effect insurance in which the City will be named as an "additional insured." Coverage must be not less than \$1 million per occurrence and \$2 million in aggregate.
3. Dig Safe: Engineering firm 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 must 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 must 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.

PROPOSAL

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

Bid proposal for all items, written in numbers, for Cold Spring Park's pickleball court:

Bid proposal for all items, written in words, for Cold Spring Park's pickleball court:

CERTIFICATION SUMMARY: I hereby certify that I have read all of the above specifications 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 Duly Authorized Signatory & Title:

Submitted By:

Company Name:
Contact Name:
Address:
Telephone:
Email: