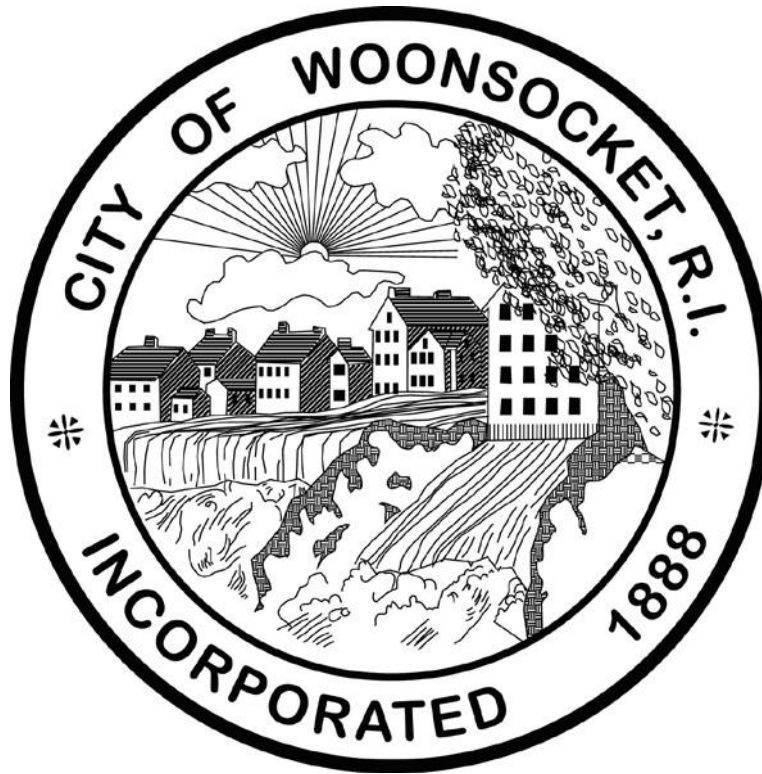


# City of Woonsocket

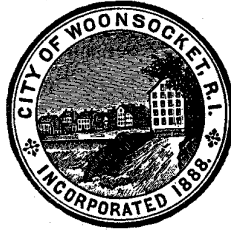


## **WWII Veterans Memorial Park's New Stage Project**

BID No. 6192

Bid Specifications

*Prepared By: City of Woonsocket  
Department of Planning &  
Development  
December 2023*



**CITY OF WOONSOCKET, RHODE ISLAND**

**INVITATION TO BID FOR:**

**“WWII Veterans Memorial Park’s New Stage Project”**

**BID No. 6192**

**For Department of Planning & Development**

City of Woonsocket is accepting bid proposals for the above-referenced project.

**Bid Opening:** 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 starting at **2:00 p.m. on Thursday, January 11, 2024**. Bids received after this deadline will not be accepted and will be returned unopened to the sender.

**Bid Submissions:** All bids must be submitted in duplicate plus 1 flash drive then placed in sealed envelopes and identified with the following information: **“WWII Veterans Memorial Park’s New Stage Project, Bid No. 6192.”** Bids must be prepared using the provided bid forms. All forms must be typed or printed and then signed and dated in ink.

**Project Components:** the work will include, but not be limited to: field verification of the Site, renderings to accompany the bid, upon approval of drawing for 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.

**Project Timeline:** The commencement of work will begin within 7 days of the signing of the contract and all work will be completed by the 15th day of June 2024.

**Pre-Bidding Event:** A Non-Mandatory site visit will be held on Wednesday, January 3, 2024 at 10:00 a.m. at the WWII Veteran’s Memorial Park, next to the stage on Social Street, Woonsocket, RI 02895.

**Questions:** Questions regarding this solicitation should be submitted via email to the Planning Department Construction Project Supervisor Ryan Leech at [rleech@woonsocketri.org](mailto:rleech@woonsocketri.org). The deadline to submit questions is **Thursday, January 4, 2024, prior to 4:30 p.m.** Answers will be published online by the City in the form of an Addendum. Any questions submitted after the deadline may not be considered. Do not contact any other City employee or official regarding this solicitation.

**Bid Bond:** 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 5% percent of the bid price

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

**Nonresident Contractors:** 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.

**Bid:** In conformance with the terms and conditions of these specifications including the Invitation to Bid and other documentary forms therewith, the Bidder hereby proposes, offers and agrees if this bid be accepted within ninety (90) calendar days from the date of bid opening to do all things necessary to fully perform and satisfy all terms, conditions and requirements of the subject specifications.

**Withdrawal of Bids:** No bidder may withdraw their bid within ninety (90) days after the actual time and date of the bid opening thereof.

**Rejection of Bids:** The City reserves the right to cancel this ITB, award on the basis of cost alone, accept or reject any or all bids, in whole or in part. The City further reserves the right to waive as an informality any irregularities contained in any bid not affecting substantial rights that may be in the City's best interest. Proposals found to be technically or substantially nonresponsive at any point in the review process will be rejected and not considered further. Any such decision will be considered final.

**Bid Award:** Upon selection of a winning contractor, the City of Woonsocket will send a bid award notice to the awardee. The bid award notice will identify a point of contact from the City who will assist the awardee in completing any pre-work requirements. Upon satisfactory meeting all of the obligations of the pre-wok requirements, the City of Woonsocket will issue a "Notice to Proceed" for work to commence.

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.

Thank you for your consideration of this invitation to bid and your participation in this bid process.

Published: December 21, 2023

**X** \_\_\_\_\_  
**Christine Chamberland,**  
**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 City Hall, Office of Purchasing, 169 Main Street, Woonsocket, Rhode Island, 02895, until the time indicated on the attached Invitation to Bid notice. Bid/Proposals will be publicly read at the time specified in the notice.

**Timeline: The following timeline is subject to revision:**

RFP Issued:	December 21, 2023
Site Visit	January 3, 2024 @ 10:00am
Question submittal deadline	January 4, 2024
Proposal submittal deadline	January 11, 2024 @ 2:00pm
Public Opening	January 11, 2024 @ 2:15pm
Interviews (if necessary)	February 11, 2024
Selection of firm	March 11, 2024

**2. FORM OF BID**

Proposals must be submitted with two (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 City Hall, Office of Purchasing, 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 a 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 stated in Table A. 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 Project Supervisor at [rleech@woonsocketri.org](mailto: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 Plans, Site work, Construction, Electrical, Landscaping, and Cleanup.**

**10. The bid price is to include installation where noted.**

**11. Bidder must comply with all State and Federal Labor Laws Under Prevailing Wages 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. [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  
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.**

<b>NAME:</b>	
<b>CORPORATION NAME:</b>	
<b>BY:</b>	<b>TITLE:</b>
<b>STREET ADDRESS:</b>	
<b>CITY:</b>	<b>STATE:</b>
<b>WITNESS:</b>	<b>DATE:</b>



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## 1. SCOPE OF WORK

**\*\* NOTE \*\*** Demolition and cleanup of existing stage will be completed by the City of Woonsocket Department of Public Works. All permits needed **MUST** be filed with the City’s Planning Department at no cost.

### **Overall Requirements:**

Construction of new stage at WWII Veterans Memorial Park

- *The footprint size needs to be 52.5ft x 35.5ft. Including the dressing rooms and storage area*
- *Stage must be designed with the following components:*
  - *Concrete stage area.*
  - *Metal roof structure with metal support beams.*
  - *Cement block building with two dressing rooms and a large storage room.*
    - *Side stage access to the dressing rooms*
    - *The building constructed will also act as the back wall of the stage.*
  - *All Electrical components for the Dressing rooms, storage area, and front and rear of the stage area*
  - *ADA access to the stage, dressing area, and storage area.*
  - *Stonework to match surrounding buildings.*
  - *Shed style roof with material to match surrounding buildings.*
- *Minimal Blind Spots – Open Sight Lines as much as possible while still aesthetically pleasing.*
- *All Colors used will match the same colors as the surrounding buildings.*
- *Stage area must meet ADA Compliances*
- *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 by January 4, 2024 to [RLEECH@WOONSOCKETRI.ORG](mailto:RLEECH@WOONSOCKETRI.ORG)*
- *Installation will be expected as soon as demolition and cleanup are complete.*

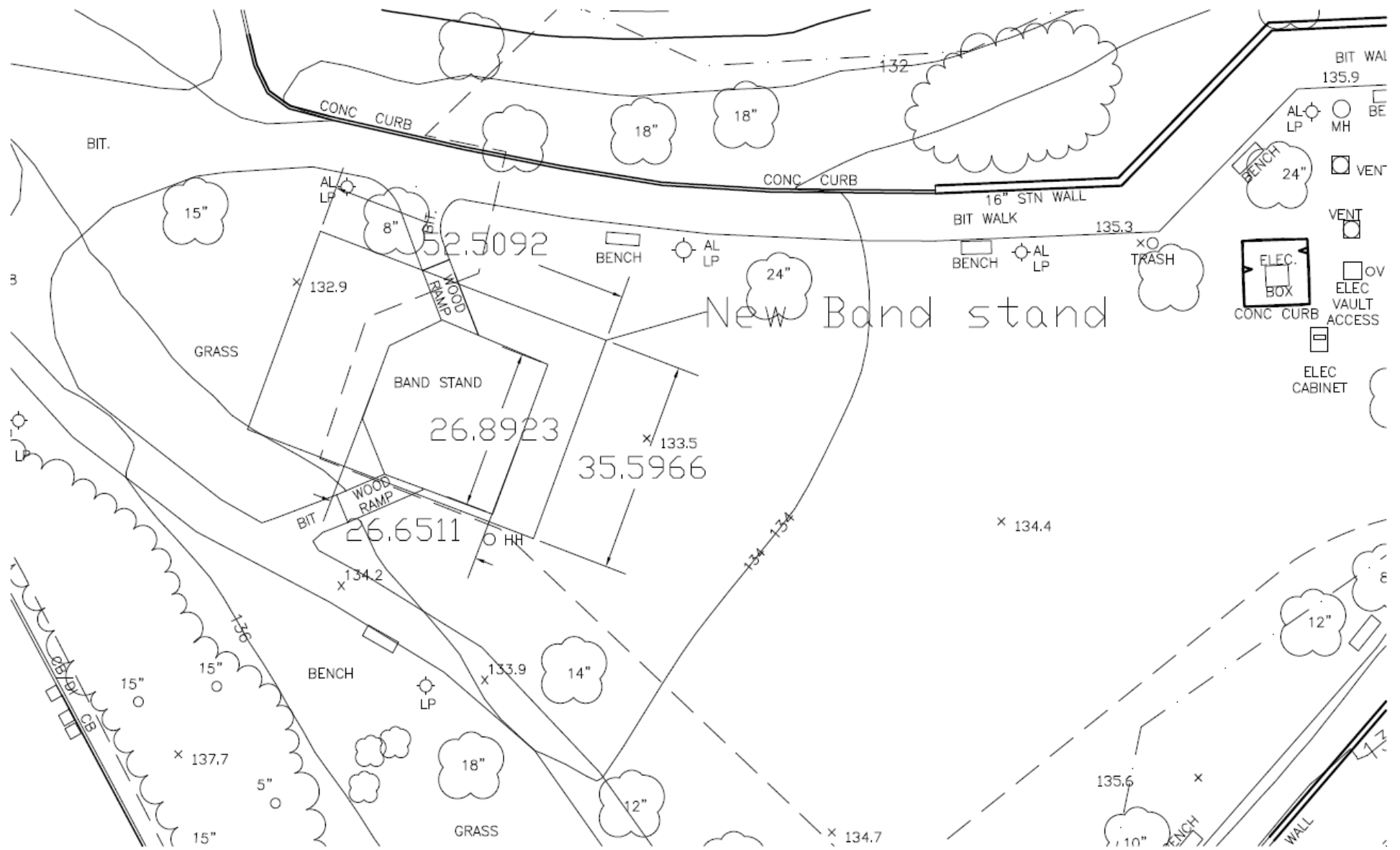
**EXISTING CONDITIONS:**

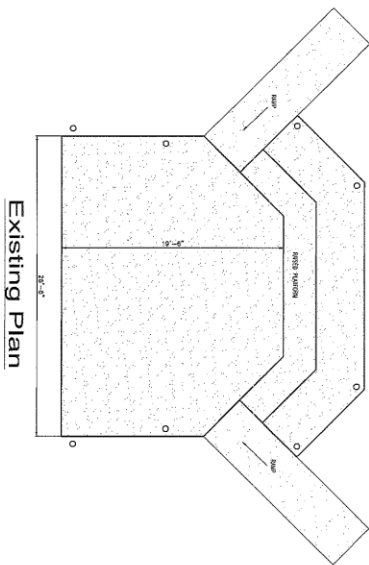




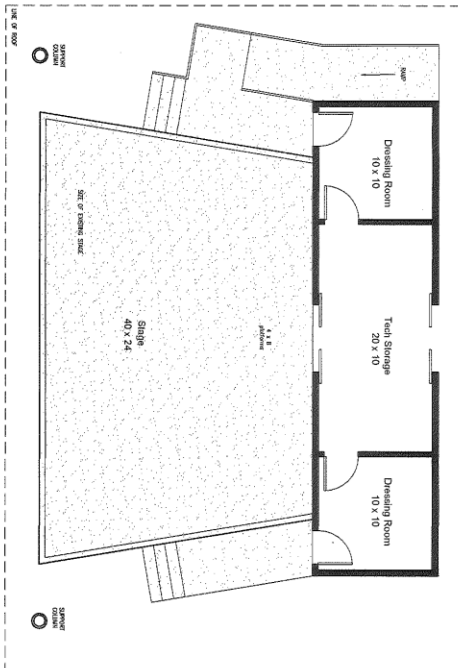




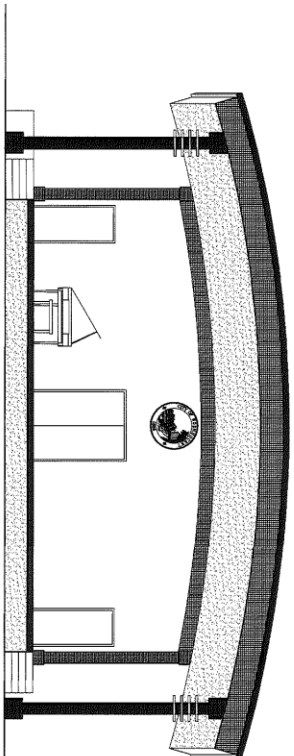




Existing Plan

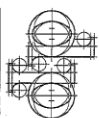


Proposed Plan



Front Elevation

Scale: 1/4" = 1'-0" 24" x 36" Sheet  
0 5 10 15 20 25  
Graphic Scale



architect

Woonsocket  
Rhode Island  
401-762-5082  
djarchitect@cox.net

Project  
Proposed  
Performance  
Stage

for  
World War II  
Memorial  
Park

Woonsocket  
Rhode Island  
Concept Plan  
for Review

Revised:  
Date: Feb. 21, 2020  
Drawn by: DRP  
Sheet Contents  
Stage Plan  
& Elevation

Drawing No.  
A-1

Sheet  
of



## **2. 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.

## **3. 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.

## **4. 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.

## **5. 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 Planning and Development and/or the Construction Project Supervisor of any errors, inconsistencies, or omissions which may be discovered.

## **6. 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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. DEFINITIONS**

- a. **Director:** *Whenever in this contract the word “**Director**” is used, it must 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.*

- b. **Construction Project Supervisor:** *Whenever in this contract the words “Construction Project Supervisor” are used, it must be understood to refer to the City of Woonsocket’s authorized designee having immediate charge over all work being conducted limited only by the Director of Planning and Development.*
- 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.*

## 11. DIRECTIONS

The Director of Planning and Development and/or Construction Project Supervisor must confirm major directions, in writing, to the Contractor. Other directions, given verbally by the Director of Planning and Development and/or the Construction Project Supervisor must be confirmed only upon request.

## CONTROL BY THE DIRECTOR OF PLANNING AND DEVELOPMENT AND / OR THE CONSTRUCTION PROJECT SUPERVISOR.

I hereby certify that all the agreed upon work (or equivalent) referenced in the above-mentioned contract has been completed. I approve the payment to the contractor in the amount of \$\_\_\_\_\_, by the

Department of Planning and Development. Checks will be payable to the contractor and the owner. This payment reflects that the unit/property has passed a clearance Inspection.

Director of Planning and Development: \_\_\_\_\_

Construction Project Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_ Penalties Assessed: \$ \_\_\_\_\_

The Director of Planning and Development and/or Construction Project Supervisor 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 Planning and Development and/or Construction Project Supervisor.

The Director of Planning and Development and/or Construction Project Supervisor 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 Planning & Development and/or Construction Project Supervisor 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 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. EMPLOYMENT OF RESIDENTS**

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

### **13. 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.

### **14. NOTICE TO THE CITY OF LABOR DISPUTES**

The Contractor must immediately notify the Director of Planning & Development and/or the Construction Project Supervisor of any actual or potential labor disputes, whenever he has knowledge of such, which might delay timely performance of the contract work.

### **15. 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 Planning & Development and/or the Construction Project Supervisor 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.

### **16. 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.

## **17. 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 Planning & Development will govern in cases of disagreement between contractors or other parties regarding such use.

## **18. 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 Planning & Development.

## **19. 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.

## **20. ACCIDENT PREVENTION**

Precautions must always be 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.

## **21. 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.

## **22. 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 Planning & Development and/or the Construction Project Supervisor.

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 Planning & Development and/or the Construction Project Supervisor.

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.

### **23. 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 Planning & Development and/or the Construction Project Supervisor. They must not be changed, except with the consent of the Director of Planning & Development and/or the Construction Project Supervisor, 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.

### **24. INSPECTION**

The work will be conducted under the general direction of the Director of Planning & Development and/or the Construction Project Supervisor and is subject to inspection by their appointed inspectors 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 Planning & Development and/or the Construction Project Supervisor, nor will the presence or

absence of an inspector relieve the Contractor from any requirements of the Contract. The Director of Planning & Development and/or the Construction Project Supervisor 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 Director of Planning & Development and/or the Construction Project 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 and/or the Construction Project Supervisor, be uncovered for examination at the Contractor's expense.

The Director of Planning & Development and/or the Construction Project Supervisor 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 Planning & Development and/or the Construction Project Supervisor 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.

## **25. SUSPENSION OF WORK**

The Director of Planning & Development and/or the Construction Project 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, 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.

## **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 adjudged bankrupt; if the Contractor should ordinances, 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 Planning & Development and/or the Construction Project Supervisor; or should otherwise be guilty of a substantial violation of any provision of the Contract. The Director of Planning & Development and/or the Construction Project Supervisor 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 Planning & Development and/or the Construction Project Supervisor.

## **28. COMMENCEMENT PROSECUTION AND COMPLETION**

The commencement of work will begin within 7 days of the signing of the contract and all work will be completed by the **15<sup>th</sup> day of June 2024**. Following all stipulations herein under section 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 have the entire work substantially completed under this contract by the limit stipulated. The Substantial Completion time is specified as June 15, 2024. 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.*

## **29. 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 Planning & Development and/or the Construction Project Supervisor pending arbitration, or by any causes which the Director of Planning & Development and/or the Construction Project Supervisor must decide to justify the delay, then the time of completion will be extended for such reasonable time as the Director of Planning & Development and/or the Construction Project Supervisor 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 Planning & Development and/or the Construction Project Supervisor. 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.

## **30. 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 Planning & Development and/or the Construction Project Supervisor.

### **31. 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 Planning & Development and/or the Construction Project 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 must keep an account of the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

### **32. INVOICES**

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

### **33. 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.

### **34. PAYMENT WITHHELD**

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

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

### **35. 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.

**TABLE A**

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

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

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

**Carrier Requirements**

All carriers used must have a Financial Performance Rating from A.M. Best Company of at least "A".

Bid Bonds, supply bonds and performance bonds will be required as necessary.



## SPECIAL CONDITIONS

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## **1. BRIEF SCOPE OF WORK FOR CONTRACT**

The work must include, but is not limited to : Field Verification of the Site, renderings of the new stage for approval accompany the bid, delivery of all stage construction material and the general construction of the ADA compliant stage, maintain a clean and clear site, when construction work is complete landscaping around the construction area, and maintain the site for the movement of pedestrian, bike, and vehicular traffic and all other incidentals necessary to complete the work of this contract.

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

The City's intention with this project is to have a design build. The City would like this stage to match all surrounding park buildings (colors and exterior materials). The City intends to have the Department of Public Works remove the existing stage structure and make the site construction ready.

## **1. LIMITS OF CONTRACT**

The limits of the project are as follows: Within the existing parameter of the WWII Memorial Park stage area authorized to expand the scope of work/parameter.

## **2. STANDARD SPECIFICATIONS AND OTHER REQUIREMENTS (If Applicable)**

The Contractor must be responsible for notifying each Utility Company and the City of Woonsocket, Planning Department at least twenty-four (24) hours in advance of any work to be performed by the Contractor, which might affect existing facilities.

The Contractor must, at the time of notification, request that the Utility Company and/or the City of Woonsocket, Planning Department send a representative to be always present at the work site when work is on, adjacent to or in close proximity to such Utility Company and/or the City of Woonsocket facilities.

### **3. MAINTENANCE OF TRAFFIC FLOW (if needed/applicable)**

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 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. Uniformed Traffic Persons must be used to direct traffic on this project. Should enough Uniformed Traffic Persons not be available for this project at any time the Contractor must supply Flag Persons as directed by the Director.

### **4. SUGGESTED SEQUENCE OF CONSTRUCTION**

One week prior to the pre-construction conference the Contractor must submit to the Director of Parks and Recreation and the Construction Project Supervisor for approval a detailed construction work sequence and time schedule for the completion of all work associated with this contract and the requirements it contains. Approval of the work sequence and the time schedule is required before the start of any construction or other work associated with this contract. The proposed construction and time schedule must consider and address the safe vehicle passage through the project and vehicle and pedestrian access to abutting residential, commercial and/or industrial establishments.

The Contractor will be required to maintain one full travel lane (10-foot minimum) always open to emergency vehicles during working hours with Uniformed/Un- Uniformed Traffic Persons actively engaged in directing traffic.

## **5. SPECIAL REQUIREMENTS FOR TRAFFIC PROTECTION (if needed)**

In addition to the requirements set by the City of Woonsocket, the following requirements must be adhered to by the Contractor:

There will be no separate payment for any of these requirements. The cost must be considered incidental to the Contract.

## **6. COORDINATION OF DETOURS WITH WOONSOCKET POLICE**

### **DEPARTMENT (if needed)**

Any traffic detour plan must be submitted for approval by the Contractor to the Director of Planning & Development and the Woonsocket Police Department at least two (2) weeks prior to the implementation of said detour in order to provide adequate time for review. Detour plans must include all streets and pedestrian right of ways involved in the detour.

## **7. MAINTAINING PROPER DRAINAGE FLOW (if needed)**

No drainage structure or paved waterway will be blocked by the demolition of existing playground equipment and the installation of the new playground equipment. All catch basins within the limits of the playground during demolition and construction will have a silt sack, hay bales etc. installed to protect all storm drains from debris.

## **8. DAMAGE TO EXISTING UTILITIES (if needed)**

The locations of all existing utilities are obtained (if needed) from the best available information and none of the information is guaranteed. The Contractor must check and verify the exact location of all existing utilities both underground and overhead, first by calling the Director of Planning & Development and/or the Construction Project Supervisor and if needed “DIG-SAFE” (888) 344-7233 seventy- two (72) hours prior to the start of any work. Any damage to utilities, which are marked, located, or otherwise identified by “DIG-SAFE” or other utility companies, must be repaired by the Contractor at their own expense.

## **9. MAINTAIN PUBLIC ACCESS (if needed)**

The Contractor, at his own expense, must keep all the streets, public sidewalks, private walks, and driveways in which the contractor may be at working open for pedestrian, bike, and

vehicular traffic always, unless otherwise authorized by the Director of Planning & Development.

If in the opinion of the Director of Planning and Development or the interest of abutters and the public requires it, the Contractor must bridge or construct plank crossings over his work where necessary to provide such temporary means of crossing or guarding as will be acceptable to the Director of Planning & Development. The Contractor must conduct their work for this purpose in such a manner as the Director of Planning and Development may direct from time to time.

#### **10. STORAGE OF CONSTRUCTION MATERIAL AND EQUIPMENT**

The Contractor, at their own expense, must provide for overnight storage of construction material/equipment. The Contractor must provide the Director of Planning and Development and/or the Construction Project Supervisor with a copy of any agreement with property owners for storage of materials or equipment on private property.

The Contractor will be solely responsible for the storage of material or equipment on public and private property.

No portion of roadway, public area or sidewalks may be used for storage of construction material or equipment.

#### **11. WARRANTY**

All workmanship, installation and material must have a warranty of 12 months and have acceptance of substantial completion.

## **PROPOSAL ITEMS**

## **PROPOSAL**

## **PROPOSAL**

The undersigned bidder has carefully examined the site of the work described herein has become familiar with local conditions and the character and extent of the work/ has carefully examined the 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, must 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 (Equipment and Plant) 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.

## **PROPOSAL SPECIAL NOTICE**

### **Project Name:**

### **WWII Veterans Memorial Park Stage Project – Bid No. 6192**

#### **CERTIFICATION SUMMARY:**

The bidder declares that this proposal is made without connection with any other person(s) making proposals for the same specifications and is in all respects fair and without collusion or fraud.

The bidder further declares that, except in the normal discharge of his/her duties, no person acting for or employed by the City of Woonsocket has direct or indirect interest in the proposal or in any of the profits thereof.

The bidder certifies that the above statements are accurate and true and has carefully examined and read all of the specifications and the contract provisions and understands that it affects the acceptability of my proposal(s).

#### **AUTHORITY TO CONTRACT:**

Offeror and the Principal signing on its behalf, certify that it is validly organized with authority to do business and perform the terms hereunder, is qualified to do business in Rhode Island, if applicable, and is not prohibited from entering into or performing the terms of this agreement for any reason.

#### **CONFLICT OF INTEREST:**

Any Offeror responding to this Invitation to Bid are required to disclose any potential conflict of interest. If the owner of the bidding firm is related to a City of Woonsocket employee, that relationship must be disclosed in writing and made a part of the bid response. Definition Related Person: Related person to a City of Woonsocket employee means a spouse or dependent child of such employee. The term extends to other individuals sharing the same household as well as siblings, parents and non-dependent children (including step and in-law variations of those relationships) in circumstances where the City of Woonsocket employee has actual knowledge that such relative is likely to or will benefit from a particular City of Woonsocket transaction.

### **WWII Veteran's Memorial Park's New Stage Project – Bid No. 6192**

(Written in numbers): \$

(Written in words):



**CITY OF WOONSOCKET, RI  
FINANCE DEPARTMENT  
OFFICE OF PURCHASING**

**SIGNATURE PAGE**

We, the undersigned, submit this proposal for the WWII Veterans Memorial Park Stage Project – Bid No. 6192 and certify and agree to all the terms and conditions contained herein .

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CITY, STATE ZIP:</b>	
<b>PHONE:</b>	
<b>EMAIL:</b>	
<b>PRINT NAME:</b>	
<b>TITLE:</b>	
<b>SIGNATURE:</b>	
<b>DATE:</b>	