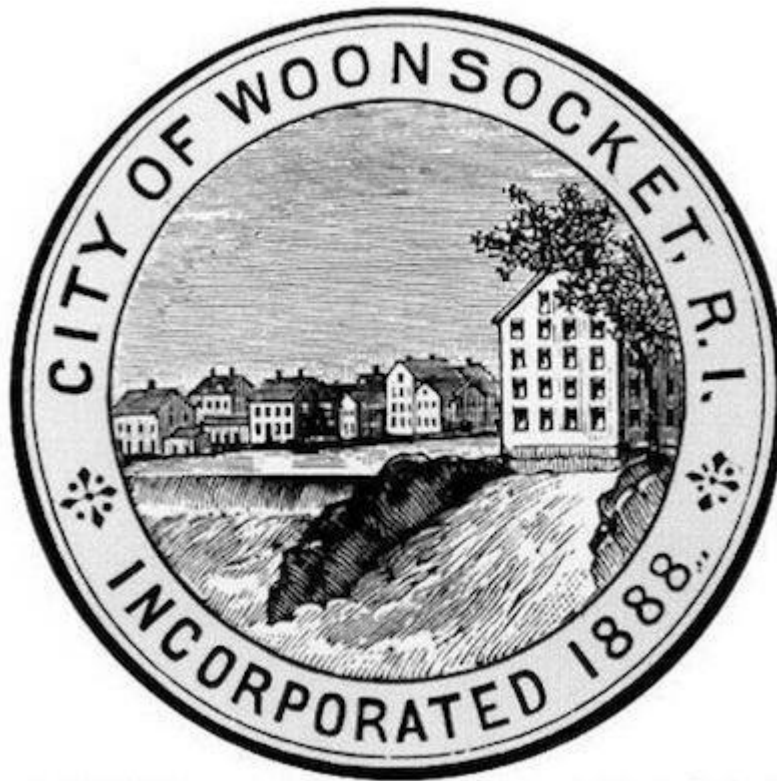


# City of Woonsocket



## Installation of Water Main – Cass Park

BID No. 6220

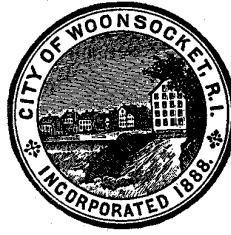
Bid Specifications

*Prepared By: City of Woonsocket*

*Department of Public Works*

*Engineering Division*

*March 2024*



**CITY OF WOONSOCKET, RHODE ISLAND  
INVITATION TO BID FOR:**

**“Installation of Water Main – Cass Park”  
BID No. 6220**

**For The Department of Public Works  
Engineering Division**

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 Harris Hall, located on the 3<sup>rd</sup> floor of Woonsocket City Hall, promptly starting at **2:00 p.m. on Thursday, March 21, 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, placed in a sealed envelope and identified with The following information: **“Installation of Water Main – Cass Park, Bid No. 6220.”** Bids must be prepared either electronically or by using the provided bid forms. All written forms must be either typed or printed and then signed and dated in ink.

**Project Components:** to furnish all materials, labor, construction equipment and related incidentals (including operators), other related work and overhead items for the installation of water main in the City of Woonsocket’s Cass Park.

**Project Timeline:** The work is to commence no later than 10 working days from the date of the award notifications and to be completed no later than 60 working days thereafter, unless approved by the Department of Public Works authorized designee.

**Questions:** Questions regarding this solicitation should be submitted via email to Ken Allaire, Purchasing Agent, at [ken.allaire@woonsocketri.org](mailto:ken.allaire@woonsocketri.org). The deadline to submit questions is **Thursday, March 14, 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 \$1,000.00.

**Performance/Payment Bond:** A Performance and Payment Bond issued in a sum equal to \$20,000.00 will be required from the successful bidder.

**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 sixty (60) 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 sixty (60) calendar 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-work 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: March 11, 2024

X \_\_\_\_\_  
**Christine Coutu,**  
**Finance Director**

**CITY OF WOONSOCKET  
RHODE ISLAND  
FINANCE DEPARTMENT**

**INFORMATION TO BIDDERS**

**1.0 RECEIPT AND OPENING OF PROPOSALS:**

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

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

1.3 Published solicitations do not commit the City to pay any costs incurred by any bidder in conducting or making the necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished in any submitted Proposal.

1.4 Proposals received after the time and date indicated in the published solicitation or addendum will not be considered nor opened and may be returned to the bidder as such.

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

**2.0 FORM OF PROPOSALS:**

2.1 Each Proposal shall be in accordance with specifications and instructions contained herein.

2.2 Proposals must be printed in black or blue ink or typewritten. **Proposals written in pencil or red ink are not allowed.**

2.3 Blank spaces must be filled in as required or an “N/A” must be placed in that space if the item is not applicable to the Proposal being submitted. No changes are permitted in any of the documentation unless the change is accompanied by an approved addendum.

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

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

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

2.7 Bidders are responsible for submitting bids, submitting modifications or sending withdrawal requests, so as to reach the Office of Purchasing prior to the time specified in the solicitation or addendum.

2.8 Only modification, to an already submitted bid may be authorized to use an alternate form of transmission (i.e. electronic mail or facsimile) with the prior consent and at the discretion of the purchasing agent.

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

### **3.0 SUBMITTING A PROPOSAL:**

3.1 The City of Woonsocket shall receive each proposal/bid either by mail, or in person no later than the time indicated, at Woonsocket City Hall, Office of Purchasing, Attn: Purchasing Agent, 169 Main St., Woonsocket, Rhode Island 02895. **FAXED or E-MAILED Proposals are not accepted.**

3.2 Each Proposal must be submitted in duplicate, unless otherwise noted, and each sealed envelope plainly marked on the exterior with the bid number and bid name.

3.3 The purchasing agent will decide what the deadline will be to receive all Proposals. Late proposals/bids will not be considered.

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

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

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

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

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

3.9 No responsibility will attach to an officer or person of the City for the premature opening of a Proposal which has not been properly marked or identified. Any Proposal opened prematurely due to the failure of the Bidder to mark the envelope in accordance with Section 3.0 will be considered non-responsive and returned to the bidder.

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

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

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

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

#### **4.0 ADDENDA AND INTERPRETATION:**

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

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

4.3 Any and all such inquiries, corrections, interpretations, and any supplemental instructions will be in the form of written addenda. All addenda will be posted, at a minimum, on the City's website, in the "Bid Opportunities" section, beneath the specific corresponding solicitation. All addenda become part of the specification document from their effective dates.

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

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

4.6 No addenda will be posted later than four(4) calendar days prior to bid opening date except for an addendum, if necessary, postponing the opening date or the withdrawal of the solicitation.

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

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

#### **5.0 PROPOSED PRICE(S):**

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

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

5.3 In the event that there is a discrepancy between the unit price and the extended total, the City will choose between the unit price or the extended total whichever is lowest.

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

## **6.0 CONSIDERATIONS FOR REJECTING PROPOSALS:**

6.1 If an area remains unserved due to lack of or rejection of Proposals, the City may, within its discretion, select and negotiate with a bidder already providing service to an area or with an entity qualified to provide service in all or part of the unserved area.

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

6.3 The City reserves the right to reject the Proposal of any Bidder who has previously failed to perform properly or complete on time Contracts of a similar nature, who is not able to perform the Contract, has habitually, without just cause, neglected the payment of bills, or disregarded its obligations to sub-Contractors, materials, or employees.

6.4 The City reserves the right to reject any or all Proposals not accompanied by a requirement set forth in the Solicitation Documentation or if the Proposal, in any way, is incomplete or irregular and subject to Section 3.10 through 3.12.

6.5 in accordance with R.I. Gen. Laws § 45-55-7 they City may reject a Proposal based on any of the following conditions:

- A. Bid prices are in excess of available funding.
- B. When multiple bids are received, all but the lowest 3 bidders can be rejected.
- C. In the event when only one (1) bid is received, that bid can be rejected. A noncompetitive negotiation can commence with that bidder in accordance with § 45-55-8.

## **7.0 DELIVERY:**

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

7.2 Deliverable quantities, dates and times must be met as per the purchase order, the Contract or written instructions provided by the Department Director or his designee.

7.3 No delivery will be accepted without written confirmation as outlined in Section 7.2.

## **8.0 PAYMENT TERMS:**

8.1 All payment terms with the City are Net 60 (sixty) days.

8.2 Cash discounts offered will be considered in determining awards. However, discounts for a period less than twenty (20) days will not be considered. The discount period must be computed from date of delivery or from date the correct invoice is received by the City, whichever date is later. The date of delivery must be construed to mean the date on which the completed work is determined to meet the specifications and is therefore accepted by the City.

#### **9.0 STATE & FEDERAL TAXES:**

9.1 The City of Woonsocket is exempt from the Rhode Island sales or use tax under the 1956 General Laws of the State of Rhode Island, Section 44-18-30, Para. 1, as amended.

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

9.3 All bid pricing must exclude the taxes noted in Section 9 herein and it will be so construed.

#### **10.0 QUALIFICATIONS OF BIDDER:**

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

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

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

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

#### **11.0 LAWS AND REGULATIONS:**

11.1 All applicable federal and state laws, City ordinances (including zoning ordinances) and the rules and regulations of all authorities having jurisdiction applies to all Contracts and they are deemed to be included in all Contracts the same as though written out in full.

11.2 In the event of any inconsistencies between the above laws, regulations, or ordinances versus the provisions of the Contract, the laws, regulations, or ordinances will prevail.

#### **12.0 CONTRACT SURETIES (BONDS):**

12.1 When a Contract surety is required, the bidder and sub-bidders must furnish that surety for the value as outlined in the Solicitation. These may be in the form of a surety bond, certified check, treasurer's, or cashier's check made payable to the City.

12.2 Sureties are for the faithful performance of the Contract and for the payment of all persons performing labor on the project under the Contract and furnishing materials, equipment, and all other incidentals in connection with the Contract. Sureties may include, but are not limited to the following:



**A. Bid Bond** - Guarantees that the Contractor will honor the Contract as per their Proposal.

**B. Performance Bond** - Guarantees the City that the Contractor will perform all of its Contractual Duties in accordance with the plans and specifications.

**C. Payment Bond** - Guarantees that a Contractor will pay the labor, material, and sub-contractor costs on the project.

12.3 In accordance with Rhode Island General Laws, § 37-2-40. Bidder security (Bid Bond) shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the City to exceed fifty thousand dollars (\$50,000).

### **13.0 PREVAILING WAGES AND RETAINERS:**

#### **1. PREVAILING WAGES -**

13.1 In accordance with Rhode Island General Law 37-13-7 when state or municipal funds are used for any public works project in excess of \$1,000, the Contractor is subject to prevailing wage laws.

13.1.1 The current prevailing wage laws and the general prevailing rate of pay, as determined by the Director of Labor and Training, pertains to regular, holiday and overtime wages to be paid to each craftsman, mechanic, teamster, laborer, or other type of worker performing work in construction, alteration, and/or repair, including painting and decorating, of public buildings.

13.1.2 Prevailing wage rates are available from the Rhode Island Department of Labor at <https://dlt.ri.gov/regulation-and-safety/prevailing-wage>.

#### **2. RETAINERS -**

13.2 In accordance with Rhode Island General Law § 44-1-6 any person doing business with a nonresident Contractor shall withhold payment of an amount of three percent (3%) of the Contract price until thirty (30) days after the Contractor has completed the Contract and has requested the tax administrator, in writing, to audit the records for the particular project, a receipted copy of the request to be furnished to the person holding the funds. The tax administrator shall, within thirty (30) days after receipt of the request, furnish to the nonresident Contractor and to the person holding the funds either a certificate of no tax due or a certificate of sales and use tax or income tax withheld, or both, due from the nonresident Contractor.

13.2.1 Upon receipt of a certificate of no tax due, the person holding the payment may pay the nonresident Contractor. Upon receipt of a certificate of taxes due, the person may pay to the Contractor out of the amount withheld the excess over the amount of taxes stated in the certificate together with the interest and penalties assessed. If the tax administrator furnishes neither certificate to both parties within thirty (30) days after receipt of a written request for the making of the audit, the person holding the payment may immediately pay the payment withheld to the nonresident Contractor under the terms of the Contract free from any claims of the tax administrator against either the person holding the payment or the nonresident Contractor for payment of sales or use taxes or income taxes withheld, or both if the City does business with a non-Rhode Island Contractor, the City must withhold payment of an amount of not more than five percent (5%) of the Contracted price. This is to secure payment for any sales tax, use tax, and/or income tax that may be due to the State of Rhode Island.

**CITY OF WOONSOCKET  
RHODE ISLAND  
FINANCE DEPARTMENT**

**TECHNICAL SPECIFICATIONS**

**SECTION 1 - GENERAL PROVISIONS:**

1.1 Wherever in this agreement the word 'Engineer' is used, it shall be and is mutually understood to refer to the City Engineer of the City of Woonsocket, acting either directly or through any assistant having general charge of the work, or through any assistant or inspector having immediate charge of the work, or through any assistant or inspector having immediate charge of a portion thereof, limited by the particular duties entrusted to them.

1.2 Whenever the word 'Contractor' is used herein, it shall be and is mutually understood to refer to the party or parties of the second part to this agreement, or the legal representative of said party or parties.

1.3 The prices specified in the proposal shall include the supply and installation in a good, sound, substantial and workmanlike manner, of all the items required for the completion of the whole work, and all the items shown on the plans and described in these specifications; also all labor, workmanship, tools and materials necessary and best adapted to the efficient, prompt and safe execution of both permanent and temporary works.

1.4 Normal work hours are from 7 am to 3:30 pm Monday through Friday, excluding holidays.

1.5 Any work by a contractor that is necessary after normal work hours will be billed following the Engineering Division policy in the 'Permit Manual' A copy of the manual can be obtained on the following web site <http://www.woonsocketri.org/engineering-department>.

**SECTION 2 - TECHNICAL:**

Any deviation from the original specifications shall be noted by the bidder

**2.1 The City of Woonsocket will be responsible for:**

- Providing an approved plan
- Providing an approved material specifications list
- Providing inspections and approvals
- Providing the taps of the existing water mains
- Providing the taps of the existing water mains

**2.2 The Bidder will be responsible for:**

- Obtaining all Local and/or State permits required to perform the specified work.

- All excavation necessary to install the new water main.
- All saw cutting in Newland Avenue
- Providing, as part of the bid prices, all safety barrels, cones, construction signs and steel plates as needed or as directed.
- Providing, as part of the bid prices, all labor, equipment and tools necessary to properly install utilities, including trench boxes.
- Providing, as part of the bid prices, all materials, pipes, valves, fittings, hydrants, blow offs, and thrust blocks.
- Installing suitable backfill (bank run gravel 6"-), as directed.
- Providing, as part of the bid prices, testing for all water mains as directed.
- Repairing all damaged landscape areas and any gouging of adjacent roadways by equipment.
- Providing, as part of the bid prices, dewatering in the trench if necessary.
- Obtaining necessary police details for traffic control and safety. The City will only reimburse police detail cost at the standard detail rate. It is the responsibility of the contractor to schedule and or cancel the police detail within an acceptable time period so as not accrue unnecessary cost.
- Costs of material and labor to fix or repair any and all damage to water pipes, gas pipes, electrical wires, conduits, sewers, storm water drains, and other structures that results from the work being performed under this agreement.
- Costs of material and labor to fix or repair any and all damage to public, private or City property that results from the work being performed under this agreement.
- Costs of material and labor to fix or repair any and all damage to public, private or City property that is not part of the work being performed but results as a consequence of the work that is being performed under this agreement.

### **SECTION 3 - PLANS FURNISHED:**

- 3.1 The approved plans and a copy of these specifications are to be kept constantly at the work by the contractor or his authorized foreman.
- 3.2 The contractor will be furnished with a set of drawings showing the details and dimensions necessary to carry out the work. Dimensions given thereon in figures are to have the preference over the scale.
- 3.3 No deviation from the approved plans or specification will be allowed, unless authorized in writing.

### **SECTION 4 - LOCATION OF UNDERGROUND STRUCTURE:**

- 4.1 The locations provided on furnished plans for existing sewers, water pipes, storm drainage,

gas, electric mains and other conduits are intended to be approximate only. The City will not be responsible for any omission, nor for any errors in locations due to incomplete or faulty records. The contractor must obtain a 'Dig Safe' number from Dig Safe System, Inc. at 1-888-344-7233.

#### **SECTION 5 - SUB-CONTRACTORS:**

- 5.1 No portion of the work shall be sub-let to any sub-contractor without first giving the Engineering Division due notice in writing of such intention.
- 5.2 No sub-contractor shall be employed who has not been approved by the City Engineer.7.1
- 5.3 In the event that the Contractor hires a subcontractor, the Contractor will pay the subcontractor for any work performed under this Agreement.
- 5.4 Nothing contained in this Agreement shall be construed to constitute either Party as a partner, employee or agent of the other Party, nor shall either Party hold itself out as such. Neither Party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name or on behalf of the other Party, it being intended by the Parties that each shall remain an independent Contractor responsible for its own actions.
- 5.5 Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. The City will not withhold or cause to be withheld federal or state taxes or social security payments from Contractor's compensation.
- 5.6 The Contractor is not an employee of the City and is not entitled to workers' compensation benefits and is not entitled to unemployment insurance benefits. Further, Contractor is not and shall not be entitled to benefits provided by the City to its subcontractors, including, but not limited to, health insurance, disability insurance or pension benefits.

#### **SECTION 6 - COMPETENT WORKMEN/LICENSES:**

- 6.1 All equipment operators and workers performing work at the proposed location shall hold the appropriate State of Rhode Island licenses for their responsibilities.
- 6.2 An OSHA ten (10) hour construction safety program is required for all on-site employees.
- 6.3 All required licenses and/or certificates for work being performed shall be copied and supplied to the Engineering Division.
- 6.4 All required licenses and/or certificates for work being performed shall be in the possession of the person(s) while performing the work.

#### **SECTION 7 - SAFETY:**

- 7.1 All Federal, State and Local safety regulations shall be followed.

7.2 The contractor shall assume responsibility for risks and causalities of every description, for loss or injury to persons and property arising out of the nature of the work, from the action of the elements or from any unforeseen or unusual difficulty.

#### **SECTION 8 - WORK TO BE LEFT CLEAN:**

8.1 The work area and the adjacent areas, affected by the progress of the work, shall be kept clean and all rubbish, surplus materials and unneeded equipment shall be removed.

8.2 All damage to said areas shall be repaired immediately so as to inconvenience the general public and the property owners as little as possible.

8.3 All damage and repairs shall be the sole responsibility of the Contractor and as outlined in Section 2.2 of this agreement.

#### **SECTION 9 - INSURANCE REQUIREMENTS:**

9.1 The Contractor agrees to indemnify and hold harmless the City from and against all loss or damage arising from the use of Equipment under this Agreement including all claims for personal injury, death, or damage to property sustained by any person or entity.

9.2 The Contractor, at their own expense, agrees to purchase and maintain proper and comprehensive general liability insurance and workers' compensation insurance as defined in Section 9.6.

9.3 Contractor must name the City as the certificate holder and as an additional insured while operating and performing work under this Agreement.

9.4 All insurance will remain in full force and effect for the Term of this Agreement.

9.5 All Certificates of Insurance, and to the extent possible, will contain the following information:

- A. The name and address of the insured (Certificate Holder).
- B. The Certificate Number and Policy Numbers.
- C. The type of insurance and the liability limits.
- D. The effective date and expiration date of the policy.
- E. Statement which refers to the City Contract and insurance specification and states that such insurance is required by the Contract.
- F. Waiver of subrogation in favor of City.
- F. Statement as to exclusions and methods of cancellation.
- G. Include the requirement of the insurer to provide a thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to:

City Hall, Office of Purchasing  
Attn: Purchasing Agent  
169 Main Street  
Woonsocket, RI 02895

9.6 The Contractor must carry insurance coverage as specified below for not less than the following limits unless a greater amount is required by law.

**Workers Compensation Insurance:** Coverage shall be in accordance with prevailing laws.

**Employers Liability:** \$ 100,000 Each Accident  
\$ 500,000 Disease-Policy Limit  
\$ 100,000 Disease-Each Employee

**Automobile Liability:** \$1,000,000 Combined Single Limit

**Commercial General Liability:** \$2,000,000 General Aggregate  
\$2,000,000 Products & Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury  
\$1,000,000 Each Occurrence  
\$ 100,000 Fire Damage (Any one fire)  
\$ 5,000 Medical Expenses (Any one person)

#### **SECTION 10 - WARRANTY:**

10.1 The contractor or his sureties will be held liable for keeping in perfect repair, adjustment and good order, the whole of the work to be constructed under this contract, and for other damages that may occur by reason of the construction. Should it be necessary to excavate the utilities before formal acceptance for any reason, the City will not accept any charges from the bidder deemed part of the original scope of work.

10.2 Neither the final certificate of payment nor any provision of the Contract Documents nor partial or entire occupancy of the premises shall constitute acceptance of the work specified in the Contract Documents or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty workmanship.

10.3 The Contractor shall remedy any defects in the work and pay for any damage to other work, resulting from his operations, within a period of six (6) months from the date of completion of that portion of the work and not necessarily from the expiration date of the Contract.

10.4 The City shall give notice of observed defects with reasonable promptness.

## **SECTION 11 - METHOD OF PAYMENT:**

11.1 Payment shall be made within 60 working days after receipt of an invoice and a registrar of certified payroll of all employees performing said work.

11.2 No payment shall be made for items not ordered or for cancelled items, nor for necessary incidental items considered by the City of Woonsocket to be included in the unit price bid.

## **SECTION 12 - FEDERAL CONTRACT PROVISIONS (REQUIRED BY 24 CFR 85.36)**

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

During the performance of this contract with the City (hereinafter referred to as the "City", the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

### **1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67) (all construction contracts in excess of \$10,000 by grantees and their contractors or sub-grantees)**

The contractor agrees to comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

The contractor will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the stipulations of this section in to every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and



penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

## **2. Section 3 -- Compliance in the Provision of Training, Employment and Business Opportunities**

The contractor agrees to comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor agrees to include the following language in all subcontracts executed under this agreement:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the City Department of Planning & Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are provide economic opportunities for lower income personas residing in the area in which the project is located.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## **3. Title VI Civil Rights Act of 1964**

The contractor, with regard to the work performed by it during the contract, agrees not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the City, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

Withholding of payments to the contractor under the contract until the contractor complies; and/or,

Cancellation, termination or suspension of the contract, in whole or in part.

The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City to enter into such litigation to protect the interests of the State of Rhode Island, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

#### **4. Section 504 Rehabilitation Act of 1973**

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff

or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the City, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**5. Section 503 of the Rehabilitation Act of 1973, as amended, 29 USC 793 (Section 503)**

The contractor will take affirmative action to employ and advance in employment qualified individuals with disabilities.

**6. Age Discrimination Act of 1975**

The contractor agrees to comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**7. Americans With Disabilities Act of 1990**

The contractor agrees to comply with the Americans with Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**8. Section 402, Veterans Readjustment Act of 1974**

The contractor will take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era and prohibits discrimination based on Vietnam-era veteran status or special disabled veteran status in federally assisted programs.

## **9. Lead Based-Paint Poisoning Prevention Act (42 USC 4831(b))**

The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 USC 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35). 1. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated. 2. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325. 3. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices. 4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab.

## **10. Certification of Non-segregated Facilities**

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

## **11. Retention and Access Requirements for Records (24 CFR Part 85.42)**

The contractor agrees to comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Rhode Island records access and retention requirements, to wit Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications

If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.

Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.

When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the City.

The City shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the City may make arrangements with grantees to retain any records that are continuously needed for joint uses.

The City, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

Unless otherwise required by law, City shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

## **12. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611)**

The contractor will maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, is involved. Persons covered under this section include any person who is

An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any sub-recipient agency that is receiving CDBG funds from the City; any member of his/her immediate family; his or her partner; or An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for

violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

### **13. Remedies/Sanctions or Breach of Contract Terms**

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

### **14. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000)**

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

### **15. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000)**

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days' notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the

property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**16. Reports and Information**

The contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

**17. Records and Audits**

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit and investigative purposes to the grantee or any authorized representative and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

**18. Copyright and Patent Rights**

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the City shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

**19. Compliance with Copeland "Anti-Kick Back" Act**

The contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and sub-grants for construction or repair services.

**19. Compliance with Davis-Bacon Act**

The contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and sub-grantees.

**20. –Federal Labor Standards Provisions**

The contractor agrees to comply with the requirements as detailed in the attached form HUD-4010.

**21. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act**

The contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and sub-grantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

**22. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000)**

The contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

**23. Environmental Protection**

The contractor will cooperate with and assist the City in complying with the HUD Environmental Review Procedures (24 CFR Part 58).

**24. Conservation**

The contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Rhode Island's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

**25. Historic Preservation**

The contractor agrees to comply with all federal laws and regulations governing historic preservation.

**26. Drug-Free Workplace Requirements**

The contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 USC 701) and agrees to comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

**27. Byrd Anti-Lobbying Amendment (31 USC 1352)**

Contractors who apply or bid for an award of \$100,000 or more agree to file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier to the recipient.

**28. Debarment and Suspension (EOs 12549 and 12689)**

Contractor agrees to comply with EO 12549 and 12689 which state that no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with EOs 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory



authority other than EO 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**29. Contractor Section 3 Plan**

Contractor shall comply with the policy requirements of the Department of Housing and Urban Development set forth in Section 3 of the Housing and Urban Development Act of 1968. The details of compliance are outlined in this Plan.

**1. Policy**

Section 3 states that each grantee, sub-grantees, contractor and subcontractor undertaking work funded in whole or in part with a Community Development Block Grant shall ensure, to the greatest extent feasible, that

- (a.) Opportunities for training and employment be given to lower income residents of the project area, and;
- (b.) Contracts for work to be performed are awarded to eligible Section 3 business concerns.

**2. Definitions**

- (a.) The “Project Area” means the entire geographic area of the City of Woonsocket.
- (b.) A “lower income” resident means any person residing in the project area for at least 30 days and having a family income in the past 12 months of less than \$11,900.
- (c.) An “eligible Section 3 business” means any business concern which meets one of the following standards:
  - (i.) The business is located in the project area and qualifies as a small business using SBA standards.
  - (ii.) The business is located outside the project area and qualifies as small using SBA standards. In addition, at least persons who reside in the project area and who qualify under SBA standards as socially or economically disadvantaged own 51% of the business.
- (d.) SBA standards for qualification as a small business are as follows:
  - (i.) Wholesale – annual receipts no more than \$5 million to \$15 million, depending on the industry.
  - (ii.) Retail or Service – annual receipts no more than \$1 million to \$5 million, depending on the industry.
  - (iii.) Construction – annual receipts not more than \$5 million, averaged over 3 years.
  - (iv.) Manufacturing – no more than 250 to 1,500 employees, depending on the industry. Precise criteria may be found in Part 121 Title 13 of the Code of Federal Regulations.

(e.) Qualifications as an “economically or socially disadvantaged person” may be achieved by meeting any one of the following SBA standards.

(i.) Member of a minority group that has been deprived of access to normal economic financial resources.

(ii.) An identifiably physically handicapped person, where the handicap severely limits that person’s ability to obtain financial assistance to enter or to improve a business.

(iii.) Any person whose residence and business are located in an area where the local banking community is unable or unwilling to provide small business financing.

(iv.) Any honorably discharged Vietnam-era veteran (since August 1974).

### **3. Preliminary Statement of Work Force Needs**

The Contractor anticipates

\_\_\_\_\_ new hires and the enrollment of

\_\_\_\_\_ trainees or apprentices as a result of work to be performed under this contract.

Contractor pledges that it will make a good faith effort to recruit

\_\_\_\_\_ lower income project area residents as regular employees, and

\_\_\_\_\_ lower income project area residents as trainees or apprentices.

This good faith effort would include:

(a.) Notification of recruitment sources that preference in hiring will be given to lower-income project area residents;

(b.) Maintaining a listing of qualified lower income residents who apply for work during the life of the contract;

(c.) Attempting to recruit the required number of lower income project area residents through local advertising media and notification of community organizations.

### **4. Affirmative Action Plan for Utilization of Section 3 Businesses**

Contractor anticipates that it will be necessary to let

\$ \_\_\_\_\_, in subcontracts to fulfill its obligations under this contract.

Of this amount, contractor pledges to make a good faith effort to award subcontracts in the amount of \$ \_\_\_\_\_ to eligible Section 3 businesses. This good faith effort would include:

(a.) The direct notification of eligible Section 3 businesses that a contract will be let, and the provision of information necessary to allow them maximum feasibility opportunity to develop and submit responsive bids.

(b.) The inclusion in bid specifications of the Section 3 project area definition and the income limits for qualifications as a lower income person.

(c.) Requiring the bidders to submit their own Section 3 Plans. Failure to submit a Section 3 Plan would result in rejection of the bidder as not being responsive.

## **5. Record Keeping and Reporting**

Contractor agrees to maintain a listing of qualified lower-income project area residents who apply for work during the life of this contract, and to secure the certification of such persons that they do in fact qualify as a lower income project area resident.

Contractor agrees to maintain data on employment, contracting and purchase of materials in sufficient detail to allow accurate preparation of Section 3 compliance reports.

Contractor agrees to submit to the grantee each month Section 3 Compliance reports for employment of lower income residents for utilization of businesses.

### **EXECUTED BY:**

Name:

Title:

Signature:

## **30. Current Prevailing Wage Rates**

Contractor will pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.

<http://www.gpo.gov/davisbacon/ri.html>

For more information regarding prevailing wage rates, contact the RI Department of Labor at (401) 462-8527.

## **31. Federal Labor Standards Provisions form HUD-4010**

Contractor agrees to comply with all provisions outlined in form HUD-4010.

### **Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular

contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(a) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(b) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(c) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b) (2)(B) of the Davis-Bacon Act, the contractor

shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission

to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.**



All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false..... Shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.**

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

A. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in sub-paragraph (1) of this paragraph, the contractor and any

subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

B. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**CITY OF WOONSOCKET  
RHODE ISLAND  
FINANCE DEPARTMENT**

**BID CERTIFICATION**

The undersigned bidder proposes to furnish all materials, labor, equipment and related incidentals, other related work and overhead items for “Installation of Water Main – Cass Park” for the City of Woonsocket, Rhode Island. The contract work is to commence no later than 10 working days from the date of the award notification and to be completed no later than 60 working days thereafter, unless approved by the Department of Public Works authorized designee.

**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:**

The person who signs this agreement certifies that they are an agent of the company submitting the proposal. Has the legal authority to enter their organization into a binding agreement with the City of Woonsocket and to commit that organization to fulfilling the contract term obligations contained herein.

The undersigned further certifies that the company is qualified to do business in the State of Rhode Island, if applicable, and is not prohibited from entering into or performing any of 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.

**CITY OF WOONSOCKET  
RHODE ISLAND  
FINANCE DEPARTMENT**

**BID PROPOSAL**

<b>Item No.</b>	<b>Item Description</b>	<b>Estimated Qtys.</b>	<b>U/M</b>	<b>Price per U/M</b>	<b>Total Amount</b>
1.	Furnish and install 6 Inch ductile iron water pipe & fittings, including excavation and backfill	750	LF	\$	\$
2.	Furnish and install 6 Inch gate valves and boxes	4	EA	\$	\$
3.	Furnish and Install new hydrant assembly, complete	1	EA	\$	\$
4.	Rock and Boulder excavation	5	CY	\$	\$
5.	Dewatering	1	Lump Sum	\$	\$
6.	Miscellaneous work and clean up.	1	Lump Sum	\$	\$
7.	Mobilization	1	Lump Sum	\$	\$

**SUM TOTAL PROPOSAL (ITEMS 1 THRU 7) WRITTEN BELOW IN FIGURES**

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**SUM TOTAL PROPOSAL (ITEMS 1 THRU 7) WRITTEN BELOW IN WORDS**

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**CITY OF WOONSOCKET  
RHODE ISLAND  
FINANCE DEPARTMENT**

**Bid Signature Page**

We, the undersigned, submit this proposal for Installation of Water Main, Bid No. 6219, to the City of Woonsocket. The undersigned also certifies and agrees 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>	



