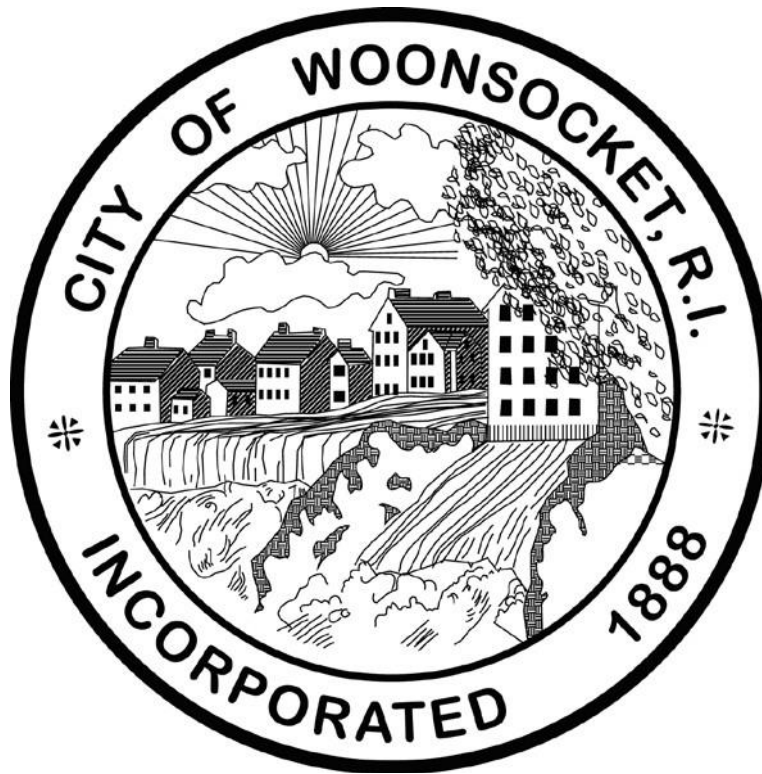


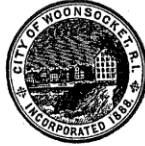
City of Woonsocket



DUNN PARK PLAYGROUND EQUIPMENT BID No. 6026

Contract Specifications

*Prepared By:
City of Woonsocket
Department of Public
Works, Planning & the
Parks & Recreation
Division
JULY 09, 2021*



INVITATION TO BID
Dunn Park Playground Equipment Bid # 6026
City of Woonsocket
Finance Department

Sealed bids/proposals will be accepted in enclosed sealed envelopes endorsed "**Bid # 6026, Dunn Park Playground Equipment**, Woonsocket, RI 02895. The City will be received until 1:00 pm on **Friday July 30, 2021**, at which time all bids will be opened and read aloud.

Specifically, the work shall include, but not be limited to: Field Verification of the Site, renderings to accompany the bid, delivery of all playground equipment that is ordered, installation of all playground equipment which will be **ADA compliant**, maintain a clean and clear site, and maintain the site for the movement of pedestrian, bike and vehicular traffic and all other incidentals necessary to complete the work of this contract.

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.

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

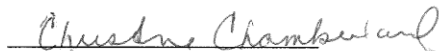
In accordance with Rhode Island General Law 44-1-6, nonresident contractors are subject to a 3% withholding of the contract price to secure payment of any sales tax, use tax, and/or income tax withheld that may be due the State of Rhode Island. WBE, MBE and Section 3 contractors are encouraged to bid.

The Bid Package and Specifications will be available by City's website.

The Department of Public Works and the Department of Planning reserve the right to accept or reject any or all options, bids, or proposals; to waive any technicality to any bid or combination thereof, to contract in part or in whole, and to award in the best interest of the City of Woonsocket. The award will be made based on the most responsible qualified lowest bid (price and experience).

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

Published on: JULY 09, 2021



Christine Chamberland
Finance Director

INFORMATION TO BIDDERS

CITY OF WOONSOCKET

FINANCE DEPARTMENT

(401) 762-6400

1. RECEIPT AND OPENING OF PROPOSALS

Sealed bids/proposals will be accepted, and time stamped upon receipt in the Finance Department, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island, 02895, until the time indicated on the attached Advertisement for Bids, for the commodities, equipment or services listed in the specifications. Bid/Proposals will be publicly read at the time specified in the advertisement.

Timeline: the following timeline is subject to revision:

RFP Issued	July 09, 2021
Question submittal deadline	July 20
Question responses posted	July 21
Proposal submittal deadline	July 30
Public Opening	July 30
Interviews (if necessary)	August 4, 2021
Selection of firm	August 6

2. FORM OF BID

Proposals shall be submitted with 4 copies and one flash drive. Supplemental information, drawings, warranties, literature, and material to be provided with the bid shall be on the bidder's own form.

3. SUBMISSION OF BIDS

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

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

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

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

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

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

4. RHODE ISLAND SALES TAX

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

5. FEDERAL EXCISE TAXES

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

6. QUALIFICATION OF BIDDERS

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

7. ADDENDA AND INTERPRETATIONS

No interpretation on the meaning of the Plans, Specifications or other Contract Document will be made to any bidder orally. Every request for such interpretations should be in writing, addressed to the Finance Director, P.O. Box B, Woonsocket, Rhode Island 02895, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the bids. Fax transmissions will be accepted with written follow up by bidder.

Any and all interpretations and supplemental instructions, which if issued, will be mailed by regular mail to all prospective bidders (at the respective address furnished by the bidder for such purpose), not later than 48 hours prior to the date fixed for the opening of bids (unless such addenda postpone the opening of bids). Failure of bidder to receive any such addendum or interpretations shall not relieve any bidder from obligation under his bid submitted. All addenda so issued shall become part of the Contract Document.

8. DELIVERY

All purchases related to this bid are to be delivered within the City of Woonsocket. Delivery is to be supplied with a Purchase Order. No extra charges for delivery, handling or other services will be honored. Only inside delivery and set-up, where required, will be accepted. **TAILGATE DELIVERIES WILL BE REFUSED**. The vendor must notify the City of Woonsocket 24 hours prior

to delivery. All claims for damage in transit shall be the responsibility of the successful bidder. The City will not make payment on damaged goods, they must be replaced, or adjustments made at the option of the City. The City of Woonsocket is only represented by the Finance Director in these matters and said director shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.

9. **Bid price is to include the cost of uncrating, unwrapping, assembling, and setting in place where noted.**
10. **Bid price is to include installation where noted.**
11. **Bidder must comply with all State Labor Laws for Public Works projects.**
12. **The successful bidder must have all current taxes paid which are owed to the City of Woonsocket and State of Rhode Island.**
13. **In accordance with Rhode Island General Law 37-13-7, contracts in *excess of \$1,000.00* shall require compensation based on *prevailing wages* for construction, alteration and/or repair, painting and decorating.**
14. **In accordance with Rhode Island General Law 37-13-14, bidders for public works/building contracts in *excess of \$5,000.00* shall furnish a performance bond, upon conditional award of the contract, at 100% of the contract price, conditioned upon faithful performance of the contract. A Labor and Materials Bond, at full contract value, is required upon conditional award of the contract.**

CITY OF WOONSOCKET

RHODE ISLAND

FINANCE DEPARTMENT

PURCHASING DIVISION

THE OFFICER OF THIS COMPANY, HEREBY, CERTIFIES THAT THIS COMPANY IS IN GOOD STANDING WITH THE STATE OF RHODE ISLAND AND ALL THE REQUIRED RECORDS HAVE BEEN FILED WITH THE STATE.

NAME:	
CORPORATION NAME:	
BY:	TITLE:
STREET ADDRESS:	
CITY:	STATE:
WITNESS:	DATE:

**GENERAL CONDITIONS
TABLE OF CONTENTS**

Title	Page
1. Scope of Work.....,,.....	GC-4,5
1A. Picture of the Playground.....,,.....	GC-6
2A. Picture of the Swing Set.....	GC-7
2. Character of Work and Personnel.....	GC-8
3. Site Investigations	GC-8
4. Execution, Correlation and Intent of Documents	GC-8
5. Specifications	GC-8
6. Use of Premises	GC-8
7. Subcontractors	GC-8
8. Obligation and Liability of Contractor	GC-9
9. Insurance Requirements	GC-9
10. Definitions	GC-9
11. Directions	GC-10
12. Control by the Director of Public Works and/or Director of Parks & Recreation	GC-10
13. Commencement, Prosecution and Completion	GC-10
14. Employment of Residents.....	GC-10
15. Wage Rates.....	GC-10
16. Notice to the City of Labor Disputes.....	GC-11
17. Separate Contracts	GC-11
18. The City's Right to do Work.....	GC-11
19. Interference with Others	GC-11
20. Assignment	GC-11
21. Public Safety.....	GC-11
22. Accident Prevention	GC-12

**GENERAL CONDITIONS
TABLE OF CONTENTS (CONT.)**

Title	Page
23. Maintenance of Travel.....	GC-12
24. Protection of Existing Structures, Property, Utilities Work and Vegetation	GC-12
25. Superintendence by Contractor	GC-13
26. Inspection	GC-13
27. Suspension of Work	GC-13
28. Right of Cancellation.....	GC-14
29. City's Right to Terminate Contract.....	GC-14
30. Extension of Time	GC-14
31. Cleaning Up.....	GC-14
32. Correction of Work before Final Payment	GC-15
33. Invoices	GC-15
34. Payments	GC-15
35. Payment Withheld	GC-15
36. Not all conditions maybe relevant to this bid.....	GC-16
TABLE A.....	GC-17

1. **SCOPE OF WORK**

Overall Requirements:

1 Distinct Play Area

- 1 large play structure primarily used for climbing
- Multiple Climbing Opportunities and Entry Points to serve many Children at one time
- Over head Element: Monkey bars, rings, grips of some kind but not rocking or spinning
- No Trapezoid/Triangle climbers but Odd shaped, sphere, rectangular, etc. are welcome
- Minimal Blind Spots – Open Sight Lines as much as possible while still aesthetically and playfully pleasing
- Minimal Surface Area – this is requested to reduce the likelihood and surface space for graffiti
 - Meaning not so much of a Tower/Platforms and Landings Playground Structure except when needed to satisfy ADA specifications – but more play impact for every inch used
- Maximum play options for multiple users
- This should be a small to midsize playground or at the very least challenging and creative
- Natural/Non-Bright Colors: Cords, Cables, Ropes, Metal, Wood – the mixing of these medias are most desired but flexible for the right set up
 - When using colors – browns, tans, forest greens and perhaps possibly maroon
- NO Closed in tunnels, cubes, or cubbies spaces
- Avoid the use of the “traditional” bridge
- Ground Level Play to meet ADA Compliances – like the music panels, spinners, etc.
- 3 simple backless benches of approximately 6 feet – this should not be a major cost factor – top priority is still to maximize on the play elements
- There is an existing iron swing set in place that will need new seats (2 child, 2 adult); new chains with galvanized ductile iron pipe beam swing hangers.
- Itemize each play feature when bidding the project
- Bid should include installation and freight costs
- Please submit questions or preliminary renderings by July 20, 2021 to TSKOBACK@WOONSOCKETRI.ORG AND RRUNGE@WOONSOCKETRI.ORG
- Installation shall be expected in LATE SUMMER/EARLY FALL

Our intention is to use the existing two bay swing set on the site. However, a Quote for a similar style and height is requested:

- Single bay swing set with (2) 360° bucket seats as well as
- Two-Bay swing sets with (2) 360° bucket seats and (2) Flat seats
- At minimum, we will require Chain, hanger and Seats for the existing swing set

Minimum Requirements in Addition to Large/Midsize Climbing Apparatus:

- (1) Small Double Slide or (1) Single Slide
- (1) Tall slide (the taller and faster the better)
 - One Double or (1) Singles at *minimum* without having to get an expensive main tower to house it with not much else going on and creating too much surface space)
- Sit spinner

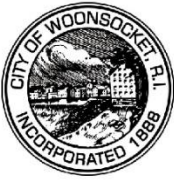
Additional Bonus Options would include:

- See Saw
- Balance Beam
- Tumble Bar
- More Spring Rockers
- More Slides

Estimated Capacity: 20+ Children

Elements of play: 10 – 15 features

All playground equipment has been removed except for the two bay swing set.



City of Woonsocket

Dunn Park Playground

This map is for planning purposes only. It is not adequate for legal boundary definition, regulatory interpretation, or parcel-level analysis.
Create by: KP | 07/2021
Data: City of Woonsocket, RIGIS





GC7

2. CHARACTER OF WORK AND PERSONNEL

The work shall be executed in a careful and professional manner by properly trained and qualified workers or craftsmen in strict accordance with the plans and/or specifications. Contractor shall supply and maintain portable toilet units to accommodate the number of workers on the site. Contractors shall hire competent and qualified workers. All personnel on the jobsite must hold OSHA 10-hour certification. All machine operators must have valid and current Rhode Island operator's license.

3. SITE INVESTIGATIONS

Bidders must satisfy themselves through personal examinations of the location of the proposed work, and/or by such other means as they prefer, such as by inspection of records and drawings of any public utilities or private corporations involved, as to the actual conditions and requirements of the proposed work, and to the accuracy of the information contained in the specifications and drawings. The submission of any bid shall be accepted by the City as satisfactory proof that the bidder has satisfied himself in this respect. He shall not, after the submission of this bid, assert that there was any misunderstanding regarding the nature or amount of work to be done.

4. EXECUTION, CORRELATION, AND INTENT OF DOCUMENTS

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

5. SPECIFICATIONS

It shall be the responsibility of the Contractor to study the specifications and other instructions. He shall request clarification from the Director of Public Works and/or Director of Parks & Recreation of any errors, inconsistencies or omission, which may be discovered.

6. USE OF PREMISES

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

7. SUBCONTRACTORS

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

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

8. OBLIGATIONS AND LIABILITY OF CONTRACTOR

The Contractor shall take responsibility for the work done under this contract, for the protection of all the work, and for preventing injuries and damage to property or utilities on or about the work. The Contractor shall bear all losses sustained by him or by the City because of the quality or character of the work, because the nature of the land differs from that which was estimated or expected, or on account of the weather, conditions or other causes. The Contractor shall assume the defense of all claims, regardless of Character against the contractor or the City. The contractor shall indemnify and hold harmless the City, its officers or agents, against all claims for injuries to persons, corporations or property arising out of the work done under this contract; or groundless, false, or fraudulent claims or claims relating to labor, and materials furnished for the work.

9. INSURANCE REQUIREMENTS

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

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

10. DEFINITIONS

- a. **Director:** Whenever in this contract the word "**Director**" is used, it shall be understood to refer to the Director of Public Works for the City of Woonsocket, acting either directly or indirectly through any authorized designee, assistant, consultant or inspector having either general or immediate charge of the work, limited only by the limited duties entrusted to him.
- b. **Contractor:** Whenever in this contract the word "Contractor" is used, it shall be understood to refer to the party or parties of the second part of this contract, or the representative of said party or parties.
- c. **City:** Whenever in this contract the word "City" is used, it shall be understood to refer to the City of Woonsocket, in the State of Rhode Island and Providence Plantations.
- d. **Specifications:** Whenever in this contract the word "Specifications" is used it shall be understood to refer to the body of directions and all written or printed agreements and instructions pertaining to the method and manner of performing the work and/or to the quantities and qualities of the materials and work to be furnished under the Contract. The Invitation to Bidders, Proposals, General Conditions, Special Conditions, if any, and Technical

Specifications are all a part of the “Specifications”.

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

11. DIRECTIONS

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

12. CONTROL BY THE DIRECTOR OF PUBLIC WORKS AND/OR DIRECTOR OF PARKS & RECREATION

The Director of Public Works and/or Director of Parks & Recreation shall have general supervision and direction of the work. The Contractor shall abide by all orders, directions and requirements, and shall perform all work to the satisfaction of the Director of Public Works and/or Director of Parks & Recreation.

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

The Director of Public Works and/or Director of Parks & Recreation shall decide upon all questions in connection with the work and shall within a reasonable time after presentation to him of such questions, make decision, in writing, relating to the execution and progress of the work or the interpretation of the contract documents.

The Director of Public Works and/or Director of Parks & Recreation shall have the authority to make minor changes in the work, not involving extra cost, providing such changes are consistent with the purpose of the work. No extra work shall be authorized without written order from the Engineer, except in an emergency that is endangering life or property. No claim for an addition to the contract sum shall be valid unless so ordered.

13. COMMENCEMENT PROSECUTION AND COMPLETION

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

14. EMPLOYMENT OF RESIDENTS

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

15. WAGE RATES (When Applicable)

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

16. NOTICE TO THE CITY OF LABOR DISPUTES

The Contractor shall immediately notify the Director of Public Works and/or Director of Parks & Recreation of any actual or potential labor disputes, whenever he has knowledge of such, which might delay timely performance of the contract work.

17. SEPARATE CONTRACTS

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

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

18. THE CITY'S RIGHT TO DO WORK

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

19. INTERFERENCE WITH OTHERS

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

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

20. ASSIGNMENT

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

21. PUBLIC SAFETY

The Contractor shall provide, erect, and maintain continually, seven day per week and twenty-four hours per day, all necessary barricades, reflective signs, signals, flashing lights, etc., and take all necessary precautions for the protection of the work and the safety of the public. A detailed safety plan for the entire contract must be submitted to and approved by the Director of Public Works and/or Director of Parks & Recreation prior to commencement of work under this contract.

22. ACCIDENT PREVENTION

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

23. MAINTENANCE OF TRAVEL (if needed)

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

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

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

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

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

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

or corporations are making necessary adjustment to their fixtures or appurtenances.

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

25. SUPERINTENDENCE BY CONTRACTOR

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

26. INSPECTION

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

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

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

27. SUSPENSION OF WORK

The Director of Public Works and/or Director of Parks & Recreation may suspend all or any part of the work because of hazardous conditions caused by the Contractor's operation or whenever such suspension is necessary to insure proper execution of the Contract.

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

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

28. RIGHT OF CANCELLATION

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

29. CITY'S RIGHT TO TERMINATE CONTRACT

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

30. EXTENSION OF TIME

If the Contractor is delayed at any time in the progress of work by any act or neglect of the City or of its employees; by changes ordered in the work; by strikes, lockouts, fire, unusual transportation delays, unavoidable casualties, by any causes beyond the Contractor's control, by any delay authorized by the Director of Public Works and/or Director of Parks & Recreation pending arbitration, or by any causes which the Director of Public Works and/or Director of Parks & Recreation shall decide to justify the delay, then the time of completion shall be extended for such

reasonable time as the Director of Public Works and/or Director of Parks & Recreation may decide.

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

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

31. CLEANING UP

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

32. CORRECTION OF WORK BEFORE FINAL PAYMENT

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by the Director of Public Works and/or Director of Parks & Recreation and/or by written notice, the City may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days thereafter, the City may, following an additional ten (10) days written notice, sell such materials at auction or at private sale. The City shall keep an account of the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

33. INVOICES

Invoice will need to be submitted after the job has been approved by the Director of Parks and Recreation.

34. PAYMENTS

The total price bid shall include all costs for furnishing all materials, performing all the work, and furnishing all the tools, equipment, overhead items, and incidentals necessary to complete the work. The payment will be based upon the contract price except that the City may deduct and retain various amounts to cover damages or claims.

35. PAYMENT WITHHELD

The City may withhold from final payment such payment as deemed necessary by the Director of Public Works and/or Director of Parks & Recreation to protect against loss of:

- a. Defective work not remedied.
- b. Claims filed or reasonable and probable evidence of claims to be filed.
- c. Failure of the Contractor to properly make payments to subcontractors.
- d. Damage to another Contractor.

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

36. NOT ALL CONDITIONS MAYBE RELEVANT TO THIS BID.

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

CDBG Provisions

During the performance of this contract with the City of Woonsocket (“the City”), the contractor, for itself, its assignees and successors in interest (“the contractor”), acknowledges that the following Federal laws, rules, regulations, and orders are incorporated into this agreement in their entirety and made an integral part hereof, and agrees to the following:

1. Administrative requirements for grants and cooperative agreements to State and local governments

24 CFR Part 85 regulates the administrative requirements for grants to State and local governments. Most of these provisions apply to contractors hired by the City with grant funding. The contractor agrees to comply with all applicable clauses of 24 CFR Part 85, including, but not limited to:

a. Remedies for breach of contract terms and sanctions (redundant to b.)

Upon written notice, the City may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to the City under this contract, or if the contractor shall violate any of the conditions of this contract. The City 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 City 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 City 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 City may proceed to terminate this contract.

Applicable to contracts more than the simplified acquisition threshold – currently \$100,000.

See 24 CFR 85.36 (i) (1)

b. Termination of Contract for Cause (All contracts more than \$10,000)

If the contractor shall fail to fulfill in a timely and proper manner the 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 and allowances for corrective actions specified in the paragraph above (Remedies...), the City 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 City, become the property of the City and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes City’s election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

Applicable to contracts more than \$10,000.

See 24 CFR 85.43

c. Termination for Convenience (All contracts more than \$10,000)

The contract may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the contractor upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the City may determine that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety under either Sec. 85.43 or paragraph (a) of this section.

Applicable to contracts more than \$10,000.

See 24 CFR 85.44

d. Reports

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.

See 24 CFR 85.36 (i) (7)

e. Retention and Access Requirements for Records

The contractor agrees to provide access by the grantee, the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The contractor agrees to maintain all records for three years after the City make final payments and all other pending matters are closed.

See 24 CFR 85.36 (i) (10 & 11)

f. Copyrights

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 and 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.

See 24 CFR 85.36 (i) (9)

See 24 CFR 85.36 (i) (8)

g. Contracting with small and minority firms, women's business enterprise, and labor surplus area firms

The contractor agrees to comply with 24 CFR 85.36 (e). This regulation requires contractors to take all

necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

h. Conflict of Interest

The contractor agrees to comply with the procurement standard required by 24 CFR 85.36, which requires contractors to maintain a "written code or standards of conduct" governing 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 – as defined by 24 CFR 85.36(b)(3) –, real or apparent, would be involved.

The contractor agrees to comply with the procurement standards required by 24 CFR 570.611. The general rule is that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the grant recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part, who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, 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 or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

i. Exemptions from 24 CFR Part 85

The following sections of 24 CFR Part 85 are not applicable to the contractor: 85.10, 85.11, the letter-of-credit procedures specified in Treasury regulations at 31 CFR Part 205 – cited in 85.21, and 85.50.

2. Debarment and Suspension – Executive Orders 12549 and Executive Order 12689

The contractor agrees to comply with Executive Order 12549, dated February 18, 1986, and Executive Order 12689, dated August 15, 1989, and with all associated rules, regulations, and orders of the Secretary of Labor, including, but not limited to 24 CFR Part 24. The Executive Orders 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.

3. Drug-Free Workplace Act

The contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (41 USC 81), and with all associated rules, regulations, and orders of the Secretary of Labor, including, but not limited to 24 CFR Part 24 Subpart F.

4. Equal Employment Opportunity - Executive Order 11246, as amended by Executive Order 11375

The contractor agrees to comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, dated October 13, 1967, and with all associated rules, regulations, and orders of the Secretary of Labor, including, but not limited to 41 CFR Chapter 60. The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all

aspects of their employment. Additionally, the Executive Order prohibits federal contractors and subcontractors from, under certain circumstances, taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or the pay of their co-workers.

This includes, but is not limited to, complying with 41 CFR Chapter 60-1.4 – Equal Opportunity Clause, which requires the inclusion of the Equal Opportunity Clause (attached hereto) – found in Section 202 of Executive Order 11246 – in every government contract for professional services.

5. Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992

The contractor agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and with all associated rules, regulations, and orders of the Secretary of Labor – including, but not limited to, 24 CFR Part 135, which implements Section 3. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance be directed to low- and very low-income persons residing in the community in which the funds are spent, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

This includes, but is not limited to, complying with 24 CFR 135.38 - Section 3 Clause, which requires the inclusion of the Section 3 Clause – found in Part 135.38 – in all contracts and subcontracts covered by Section 3.

6. Title VI Civil Rights Act of 1964

The contractor agrees to comply with Title VI Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and with all associated rules, regulations, and orders of the Secretary of Labor – including, but not limited to, 24 CFR Part 1, which implements the Act. The Act prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance – including, but not limited to, the selection and retention of subcontractors, including procurements of materials and leases of equipment.

7. Section 504 of the Rehabilitation Act of 1973

The contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and with all associated rules, regulations, and orders of the Secretary of Labor – including, but not limited to, 24 CFR Part 8, which implements Section 504. Section 504 ensures no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development.

8. Section 503 of the Rehabilitation Act of 1973

The contractor agrees to comply with Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and with all associated rules, regulations, and orders of the Secretary of Labor – including, but not limited to, 24 CFR Part 60-741, which implements Section 503. Section 503 prohibits discrimination against individuals with disabilities and requires Government contractors and subcontractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

9. Age Discrimination Act of 1975

The contractor agrees to comply with the Age Discrimination Act of 1975, as amended (42 U.S. Code 6101), and with all associated rules, regulations, and orders of the Secretary of Labor – including, but not limited to, 24 CFR Part 146, which implements the Act. The Act prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

10. Americans With Disabilities Act of 1990

The contractor agrees to comply with the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008 (42 U.S.C. 12131-12134), and with all associated rules, regulations, and orders of the Secretary of Labor – including, but not limited to 28 CFR Part 35, which implements the Act. The Act prohibits discrimination on the basis of disability by public entities.

11. Section 402, Vietnam Era Veterans Readjustment Act of 1974

The contractor agrees to comply with Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended (38 U.S.C. 4212), and with all associated rules, regulations, and orders of the Secretary of Labor – including, but not limited to Part 41 CFR Part 60-300, which implements Section 402. The Act prohibits discrimination against protected veterans and pre-JVA veterans, and requires government contractors and subcontractors to take affirmative action to employ and advance in employment qualified protected veterans.

12. Lead-Based Paint Poisoning Prevention Act of 1971 and Sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992

The contractor agrees to comply with the Lead-Based Paint Poisoning Prevention Act of 1971, as amended (42 U.S.C. Chapter 63), and with all associated rules, regulations, and orders – including, but not limited to 24 CFR Part 35 subparts B-R, which implements the Act. 42 U.S.C Section 4831, prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance.

The contractor agrees to comply with Sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X of the Housing and Community Development Act of 1992, which amended the Lead-Based Paint Poisoning Prevention Act of 1971. The new regulations are implemented by 24 CFR Part 35.

13. Certification of Non-Segregated Facilities

Per the May 9, 1967 Order of the Secretary of Labor (32 F.R. 7439) on Elimination of Segregated Facilities, a “Certification of Nonsegregated Facilities” must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. By signing this proposal, the contractor will be deemed to have signed and agreed to the provisions of the “Certification of Nonsegregated Facilities” included as an attachment to these CDBG provisions.

14. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractors agree to comply with the requirements of the Byrd Anti-Lobbying Amendment, as amended (31 USC 1352), and with all associated rules, regulations, and orders of the Secretary of Labor.

Applicable to contractors applying for or bidding on an award of \$100,000 or more.

15. Federal Labor Standards Provisions

Contractor agrees to comply with all Federal Labor Standards Provisions specified in form HUD-4010, attached hereto.

16. Davis Bacon Act of 1931

The Contractor agrees to comply with the requirements of the Davis Bacon Act of 1931 as amended (40 U.S.C. 276a), and with all associated rules, regulations, and orders of the Secretary of Labor – including, but not limited to 29 CFR Part 5. The Act ensures laborers and mechanics are paid the local prevailing wage on Federally-assisted projects in excess of \$2,000. Local prevailing wages are determined by the Secretary of Labor via the “Prevailing Wage Determination” which is updated on a regular basis and available from the Department of Labor’s website and SAM.gov.

For contracts entered into pursuant to competitive bidding, general wage decisions shall be locked-in on the date bids are opened provided that the contract is awarded within 90 days after bid opening. If the contract is awarded more than 90 days after bid opening a project wage decision shall be locked-in at contract award.

See HUD Form 4010 Section A. 8. attached.

17. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act of 1962

The contractor agrees to comply with the requirements of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333), and with all associated rules, regulations, and orders of the Secretary of Labor – including, but not limited to 29 CFR Part 5.

See HUD Form 4010 Sections B. and C. attached.

18. The Copeland “Anti-Kickback” Act of 1934

The contractor agrees to comply with the requirements of the Copeland “Anti-Kick Back” Act of 1934 (18 U.S.C. 874) and 29 CFR Part 3.

See HUD Form 4010 Section A. 5. attached.

19. HUD Environmental Reviews

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

20. Energy Efficiency and Conservation

The contractor agrees to comply the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

21. Historic Preservation

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

22. Clean Air Act & Clean Water Act

The contractor agrees to comply with all applicable standards, orders, or requirements issued under section

306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. Chapter 26 Section 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

Applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

U.S. Department of Housing and Urban Development

Office of Labor Relations

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.

A. 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 1(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 (WH1321) 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) (a) 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 therefor 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.

(b) 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. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

1. **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.
2. (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 1(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 1(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) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request 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 contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (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 provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being 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 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.

1. **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

2. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in 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.
3. **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.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable 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 the individual 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 subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor 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 sub paragraph (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.

C. Health and Safety. The provisions of this paragraph C are applicable 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, (Public Law 91-54, 83 Stat 96). 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 subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

TABLE A

General Conditions Reference	Item	Minimum Limits
9	Worker's Compensation and Employer's Liability Insurance	As required by law in the State of Rhode Island Employer's Liability Limits: \$100,000 Each Accident \$500,000 Disease - Policy Limit
9	General Liability, including Contractor's Protective, Products and Completed Operations and Contractual Liability	\$2,000,000 General Aggregate \$2,000,000 Products and Completed Operations – Aggregate \$1,000,000 Personal Injury \$1,000,000 Each Occurrence Limit \$50,000 Fire Damage Limit \$5,000 Medical Payments

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

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

Carrier Requirements

	All carriers used must have a Financial Performance Rating from A.M. Best Company of at least "A". Bid Bonds, supply bonds and performance bonds will be required as necessary.	
13	Time of Completion	Commence within 10 consecutive calendar days after the date of formal execution of the contract and complete within 60 days of commencement.

SPECIAL CONDITIONS

SPECIAL CONDITIONS

TABLE OF CONTENTS

Title	Page
1. Brief Scope of Work for Contract	SC-3
2. Limits of Contract.....	SC-3
3. Standard Specifications and Other Requirements	SC-3
4. Maintenance of Traffic Flow.....	SC-3
5. Suggested Sequence of Construction	SC-4
6. Special Requirements for Traffic Protection	SC-4
7. Coordination of Detours with Woonsocket Police Department	SC-4
8. Maintaining Proper Drainage Flow	SC-4
9. Damage to Existing Utilities	SC-4
10. Maintain Public Access	SC-5
11. Storage of Construction Material and Equipment	SC-5

1. BRIEF SCOPE OF WORK FOR CONTRACT

The work shall include, but not : Field Verification of the Site, renderings (if possible) to accompany the bid, delivery of all playground apparatus that is ordered, installation of all playground equipment which will be **ADA compliant**, maintain a clean and clear site when work is complete to allow for the installation of the new playground surface (**installed by others**) and maintain the site for the movement of pedestrian, bike, and vehicular traffic and all other incidentals necessary to complete the work of this contract.

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

2. LIMITS OF CONTRACT

The limits of the project are as follows: Within the existing parameter of the Dunn Park Playground authorized to expand the scope of work/parameter.

3. STANDARD SPECIFICATIONS AND OTHER REQUIREMENTS (If Applicable)

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

The Contractor shall, at the time of notification, request that the Utility Company and/or the City of Woonsocket, Parks & Recreation Division send a representative to be present at the work site at all times when work is on, adjacent to or in close proximity to such Utility Company and/or the City of Woonsocket facilities.

4. MAINTENANCE OF TRAFFIC FLOW (If needed/applicable)

The Contractor shall notify property owners one week before work begins and at least twenty-four (24) hours in advance to permit movement of privately-owned vehicles. Emphasis is placed on the requirement for rapid access and movement of firefighting apparatus or equipment and the accessibility of all fire hydrants, if any, within the limits of the work. The Director of Parks & Recreation may permit, upon approval of the Woonsocket Police Department, a street to be closed for a limited amount of time. Payment for furnishing, maintaining, relocating and/or removing temporary construction and/or warning signs for maintaining safe vehicular travel shall be part of contract. Uniformed Traffic Persons shall be used to direct traffic on this project. Should a sufficient number of Uniformed Traffic Persons not be available for this project at any time the Contractor shall supply Flag Persons as directed by the Director of Parks and Recreation.

5. SUGGESTED SEQUENCE OF CONSTRUCTION

One week prior to the pre-construction conference the Contractor must submit to the Director of Parks and Recreation for approval a detailed construction work sequence and time schedule for the completion of all work associated with this contract and the requirements it contains. Approval of the work sequence and the time schedule is required before the start of any

construction or other work associated with this contract. The proposed construction and time schedule must consider and address the safe vehicle passage through the project and vehicle and pedestrian access to abutting residential, commercial and/or industrial establishments.

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

6. SPECIAL REQUIREMENTS FOR TRAFFIC PROTECTION

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

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

7. COORDINATION OF DETOURS WITH WOONSOCKET POLICE DEPARTMENT

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

8. MAINTAINING PROPER DRAINAGE FLOW

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

9. DAMAGE TO EXISTING UTILITIES (if needed)

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

10. MAINTAIN PUBLIC ACCESS (if needed)

The Contractor, at his own expense, shall keep all the streets, public sidewalks, private walks, and driveways in which the contractor may be at working open for pedestrian, bike and vehicular traffic at all times, unless otherwise authorized by the Director of Parks and Recreation in writing.

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

11. STORAGE OF CONSTRUCTION MATERIAL AND EQUIPMENT

The Contractor, at his own expense, shall provide for overnight storage of construction material/equipment. The Contractor shall provide the Director of Parks and Recreation with a copy of any agreement with property owners for storage of materials or equipment on private property.

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

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

PROPOSAL ITEMS

PROPOSAL

PROPOSAL

The undersigned bidder has carefully examined the site of the work described herein has become familiar with local conditions and the character and extent of the work/ has carefully examined the Specifications and the site plan the undersigned bidder has provided to date of the contract which are acknowledged to be a part of this proposal/ the special provisions, the proposal form, the form of contract agreement, and form of contract bond, and thoroughly understands their stipulations, requirements and provisions.

The undersigned bidder has determined the quality and quantity of equipment and materials required, has investigated the location and determined the sources of supply of materials required, has investigated labor conditions, and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder hereby agrees to be bound by the award of the contract and if awarded the contract on this proposal to execute after the notice of award, the required contract agreement and the required contract bond, of which contract this proposal, the plans for the work, and the specifications as above indicated, shall be a part.

The undersigned bidder further agrees to provide all necessary equipment, tools, labor, incidentals and other means of construction to do all the work and furnish all materials of the specified requirements which are necessary to complete the work in accordance with the proposal, the plans and the specifications and agrees to accept therefore, as payment in full, the unit prices for the various items described in the specifications and set forth in the proposal. Any "extra" or "force account work" which includes any Contractor-owned machinery or special equipment (**Equipment and Plant**) other than small tools, for use of which is approved by the Engineer, the hourly rate will not exceed that determined from the latest edition of the "Rental Rate Blue Book for Construction Equipment", will be paid for differing site conditions, changes, extra work and force account work of the standard specifications and the undersigned bidder hereby agrees to accept payment therefore as stated herein.

PROPOSAL SPECIAL NOTICE

Project Name:

**Dunn Park
Playground Improvements**

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

The undersigned bidder declares that this Proposal is made without connection with any other person or persons making proposals for the same work and is in all respects fair and without collusion or fraud. The undersigned bidder submits herewith, a proposal guarantee in the form of a bid bond in favor of the City of Woonsocket in the amount of 5% of the total or gross sum of the bid and agrees and consents that the proposal guarantee shall be forfeited to the City of Woonsocket as liquidated damages if the required contract agreement and contract bond are not executed after 90 days upon the agreed start time of award bid. All surety companies must be listed with The Department of the Treasury, Fiscal Services, Circular 570, (Latest Revision published by The Federal Register). The City of Woonsocket reserves the right to retain the surety of all bidders until the successful bidder enters into the Contract or until such time as the award or cancellation of the Contract is announced at which point Sureties will be returned to all bidders by the City of Woonsocket, Finance Department.

PROPOSAL

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

Contractor: _____

Telephone Number: _____

Email Address: _____

COMPOSED OF OFFICERS, PARTNERS OR OWNER, AS FOLLOWS:

President:

Vice - President:

Secretary:

Treasurer:

Address: _____

CERTIFICATION SUMMARY: I hereby certify that I have read all of the above requirements and understand that it affects the acceptability of my bid(s).

The undersigned bidder declares that this Proposal is made without connection with any other person or persons making proposals for the same work and is in all respects fair and without collusion or fraud.

Name of Signatory - Title:

Bid Price for All Items in Numbers for Dunn Park Playground Improvements:

Bid Price for All Items Written in Words for Dunn Park Playground Improvements: