



**CITY OF EAST PROVIDENCE
DEPARTMENT OF PUBLIC WORKS
CAPITAL SIDEWALK IMPROVEMENT PROGRAM 2021-2022
SCOPE OF WORK**

**RFP EP21/22-15
BID OPENING FRIDAY, JULY 8, 2022 AT 11AM**

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**THE CITY OF EAST PROVIDENCE RI
EQUAL EMPLOYMENT OPPORTUNITY
CERTIFICATE OF COMPLIANCE**

The undersigned contractor agrees and certifies that is in compliance with applicable requirements of Federal Executive Order #11246 as amended, State of Rhode Island General Law 28-5.10, and other regulations as issued by the Rhode Island Department of Administration, as set forth below, or will take steps to comply with such requirements prior to acceptance of any contract from the City of East Providence, Rhode Island.

- A. The contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex, national origin or veteran status. The contractor will take affirmative action to ensure that applicants for employment and employees are treated equitably, without regard to their race, color, religion, sex, pregnancy, sexual orientation, gender information, gender identity, expressions, age (40 or older), national origin, veteran status, disability, or any other basis protected by State and Federal Law.
- B. The Contractor, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, shall state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, pregnancy, sexual orientation, gender information, gender identity, expressions, age (40 or older), national origin, veteran status, disability, or any other basis protected by State and Federal Law.
- C. The contractor agrees to obtain Compliance Certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.

NOTICE TO ALL CONTRACTORS

If it should be determined by the City of East Providence Affirmative Action / EEO Officer that any contractor doing business with the City of East Providence is guilty of non-compliance with the provisions of this document, said contractor will be given two written warnings. If the said contractor does not comply immediately after the second written notice, then the City of East Providence Affirmative Action / EEO Officer will notify the Mayor of East Providence who shall have the authority to have the contract revoked and all contractual obligations of the City dealing with the contract in question will be null and void.

Signature required prior to award to successful bidder. Failure shall be cause for rejections of bid.

Signature & Title

Print Name

Company Date

CERTIFICATION OF NONSEGREGATED FACILITIES

By the Submission of this bid, the bidder, offeror, applicant or subcontractor certifies that she/he does maintain or provide for his/her employees any segregated facility at any of his/her establishments and that she/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. She/he certifies further that she/he will not maintain or provide for employees any segregated facilities at any of his/her control, where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Employment Clause of this contract. As used in the certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation, (parking lots, drinking fountains, recreation or entertainment areas) and housing facilities provided for employees which are segregated upon the basis of race, color, religion, sex, pregnancy, sexual orientation, gender information, gender identity, expressions, age (40 or older), national origin, veteran status, disability, or any other basis protected by State and Federal Law or are in fact segregated on the basis of race, color, religion or otherwise. She/he further agrees that (except where proposed subcontractors have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; and that she/he will retain such certifications in his/her files; and that she/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods)

NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semi -annually, or annually.)

(Company)

By: _____

(Title)

(Date)



ANTI-COLLUSION DECLARATION

The Bidder, by virtue of issuing a Bid, certifies that Bidder has not divulged, discussed or compared the Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whomsoever. Bidder further certifies and agrees that premiums, rebates or gratuities are prohibited whether with, prior to, or after any delivery of material or services. Any such violation will result in the cancellation of this contract and the removal of offending parties from all Bid lists.

CONFLICT OF INTEREST

The Bidder and all sub-contractors shall disclose in writing as part of their Bid any possible or potential conflicts of interest which are known to, or reasonably should be known to the Bidder or sub-contractors, which may exist between their firms and the City of East Providence.

All Bidders and their subcontractors and business partners must disclose with their Bid, the name of any officer, director, agent or employee who is also an employee or family member of an employee of the City of East Providence.

Further, the Bidder must disclose the name of any City of East Providence employee or family member or any elected official who owns, directly or indirectly, an investment or other proprietary interest, in the firm or any of its parent company, subsidiaries or affiliates.

The Bidder and all sub-contractors and business partners shall disclose in writing as part of their Bid, any familial, personal or business relationships between members of Bidders, sub-contractor's or business partner's firms and members of the City of East Providence, whether or not there is any belief that the relationship might constitute a possible conflict of interests.

BIDDING FIRM: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____



City of East Providence
Attn: Procurement Specialist

ELECTRONIC BID DOCUMENT NOTIFICATION OF RECEIPT

In order to compile a complete listing of all recipients of the initial bid package please return this completed form by e-mail to Controllers@eastprovidenceri.gov

It is the responsibility of all potential bidders to ensure any and all addenda are downloaded from the City website <https://eastprovidenceri.gov/rfp>

The undersigned hereby acknowledges electronic receipt of the bid documents for the procurement specified below.

From:

Company Name: _____

Contact Name: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Bid No.: _____

Title of Specification received: _____

Date: _____



STANDARD INSTRUCTIONS TO BIDDERS (SHORT FORM) REQUEST FOR PROPOSALS

THESE INSTRUCTIONS ARE STANDARD FOR ALL REQUEST FOR PROPOSALS ISSUED BY THE PURCHASING DIVISION AND MAY BE DELETED, OR MODIFIED BY INDICATING SUCH CHANGE/S BY "SPECIAL INSTRUCTIONS TO BIDDERS."

1.0 RECEIPT AND OPENING OF PROPOSALS:

Sealed proposals will be received and date stamped East Providence City Hall, Controllers Office, Room 103, Attn: Procurement Specialist 145 Taunton Avenue, East Providence, Rhode Island 02914, until the time and date indicated on the Request for Proposals. No proposal received after that time will be considered. Mark outside bid envelope with item being proposed, and time and date of proposal due date.

2.0 FORM OF PROPOSAL:

Proposals must be submitted on and in accordance with the proposal forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal form or in the item or items mentioned therein. Additionally, the proposals must contain the name and proper address of the proposing firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals, which are not complete, or contain erasures or alterations, not initiated by the signer, may be rejected. FAXED proposals will not be accepted.

3.0 SUBMISSION OF PROPOSALS:

3.1 Envelopes containing proposals must be sealed and addressed to the East Providence City Hall, Controllers Office, Room 103, Attn: Procurement Specialist 145 Taunton Avenue, East Providence, Rhode Island 02914 and must be marked with the name and address of the proposer, date and time of proposal due date, and name of item being proposed.

3.2 The Procurement Specialist will decide when the specified time has arrived to collect the proposals, and no proposal received thereafter will be considered.

3.3 Any proposer may withdraw his/her proposal by written request at any time prior to the advertised time for proposal due date. Telephonic proposals, amendments, or withdrawals will not be accepted. Additionally, FAXED bids will not be accepted.

3.4 No proposal may be withdrawn for a period of ninety (90) calendar days from the date and

time of proposal due date. The City reserves the right to waive this requirement in order to best serve the interests of the City.

3.5 Negligence on the part of the proposer in preparing the proposal confers no rights for the withdrawal of the proposal after it has been opened.

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

4.0 ADDENDA

Copies of all Addenda will be posted to the City's Website. It is the Vendor's responsibility to check and download any and all addenda from the City's Website.

4.1 No Addenda will be posted later than four (4) working days prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain prior to submitting their bid that they have received all Addenda issued, and shall acknowledge their receipt in his bid.

5.0 QUALIFICATIONS OF PROPOSER

The City may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

6.0 CONTRACT SECURITY

Only when a Contract Security is required in the Request for Proposals cover sheet, the Contractor shall furnish a Surety Bond in an amount equal to at least One Hundred Percent (100%) of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor on the project under the contract and furnishing materials, equipment and all other incidentals in connection with the contract. The surety on such bonds shall be a duly authorized surety company licensed to bond in the State of Rhode Island, and the cost of same will be paid by the Contractor. Before final acceptance, the bonds must be approved by the City.

The bonding company providing surety must be listed in the Federal Register as issued by the Department of Treasury, Department Circular 570, latest edition, as well as being licensed in the State of Rhode Island to provide surety.

7.0 BID PRICES:

Bidders shall state the proposed price/s in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and in

figures, the price written in words shall govern.

8.0 TERMS:

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

9.0 RHODE ISLAND SALES TAX:

The City of East Providence is exempt from the Rhode Island Sales or Use Tax under the 1956 General Laws of the State of Rhode Island, Section 44-18-30, Para. 1, as amended.

10.0 "OR EQUAL" BIDDING:

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item followed by "Or Approved Equal", this description is used to indicate quality, performance and other essential characteristics of the item required. If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that his intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Mayor, or by person or persons designated by him/her, that the bidders designated substitute is equal to the bid standard; otherwise, his/her bid will be rejected.

11.0 AWARD AND CONTRACT:

11.1 Unless otherwise specified, the City reserves the right to make award by item, or items, or by total, as may be in the best interest of the City.

11.2 A written award (or acceptance of bid) mailed (or otherwise furnished) to the successful bidder followed by a City Purchase Order, shall be deemed to result in a binding contract without further action by either party.

11.3 It is the intent of the City to award a contract to the lowest responsible bidder in accordance with City Ordinances, Article V. Purchasing, Sec. 2- 243, and provided that the bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to be reasonable, and does not exceed the funds available.

12.0 CONSIDERATION OF PROPOSALS REJECTION OF PROPOSALS

12.1 The City reserves the right to reject the proposal of any proposer who has previously failed to perform properly or complete on time, contracts of a similar nature, or who is not in a position to perform the contract, or who has habitually and without just cause, neglected the payment of bills or disregarded its obligations to sub-contractors, material, or employees.

12.2 The City reserves the right to reject any or all proposals and in particular to reject a proposal

not accompanied by any data required by the Bidding Documents or a proposal in any way incomplete or irregular, and to waive any informality in the proposals received, and to accept the proposal or parts thereof deemed to be most favorable to the best interest of the City.

12.3 The City shall have the right to waive any informality or irregularity in any proposal received.

12.4 It is the intent of the City, if it accepts any Alternates, to accept them in the order in which they are listed in the proposal form, but the City shall have the right to accept Alternates in any order or combination and to determine the low bidder on the basis of the sum of the Base Bid and the Alternates accepted.

13.0 DELIVERY:

All prices bid must be on the basis of F.O.B. Delivery Point, East Providence, Rhode Island. Therefore, shipping costs are to be included within the prices quoted. Deliveries must consist only of new merchandise or equipment and shall be made between 8:00 A.M. and 4:00 P.M. Prevailing Time, Monday through Friday.

No delivery shall become due or be acceptable without a written Purchase Order, issued by the Procurement Specialist.

14.0 AFFIRMATIVE ACTION REQUIREMENTS EQUAL EMPLOYMENT OPPORTUNITY

Any firm or Contractor providing services to or doing business with the City shall adhere to the City's Affirmative Action Plan for Equal Employment Opportunity. Said plan is on file with the City's Affirmative Action Officer.

14.1 In the event that the Bid exceeds \$10,000.00, the successful bidder only must submit the following:

East Providence Affirmative Action Program Form

Preliminary Statement of Work Force Needs

Certification of Equal Employment Compliance

Certification of Non-segregated Facilities

15.0 INSURANCE REQUIREMENTS:

The Contractor shall carry the following insurance coverages at his own expense:

(a) General: All insurance for this contract shall be written by a company (or companies) acceptable to the City and all policies or certificates shall be submitted to the City for examination prior to commencement of operations by the contractor. In the event any policy or certificate, the amount of the insurance, or the company writing same are not satisfactory to the City, the contractor shall secure other policies or certificates in form and amount with a company

satisfactory to the City. The contractor shall not permit policies to be changed, cancelled, or to lapse and all policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the limits of liability or amounts of insurance until notice has been sent by mail to the City stating when, (not less than 30 days thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to the City and contain true transcripts from the policy or policies authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above mentioned notice as to the location and operations involved.

The Contractor is required to list the City of East Providence not only as Certificate Holder but as an Additional Insured as well, on the "Certificate of Insurance".

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations. The contractor shall be charged with the responsibility for insurance protection for all his subcontract operations and should the contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the City covering each and every subcontractor shall be filed with said City prior to the commencement of subcontract operations.

Statutory Workman's Compensation Insurance: shall be provided by the contractor for all labor employed on the project who may come within the protection of such laws, and Employer's General Liability Insurance shall be provided for the benefit of employees not protected by compensation laws. The contractor will be charged with the responsibility for proper and adequate workman's compensation for all subcontract operations.

Contractors Comprehensive General Liability and Property Damage Insurance INCLUDING Owner's Protective: the contractor shall carry the above insurance for a minimum limit of not less than \$1,000,000.00 for all damages arising out of injury to or death of one person and subject to that limit for each person, a total limit of not less than \$1,000,000.00 for all damages arising out of injury to, or death of two or more persons in any one occurrence and Property Damage Liability Insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property (including loss of use) in any occurrence and subject to that limit per occurrence total limit of \$1,000,000.00 all damages arising out of injury to or destruction of property during the policy period.

Contractor's Liability Insurance: Shall also include all major divisions of coverage and be on a comprehensive general liability basis including:

Premises - Operations

Independent Contractor's protective

Products and completed operations

Blanket Contractual

Owned, non-owned and hired motor vehicles

Broad form coverage for property damage (including explosion, collapse and underground).

Comprehensive Automobile Liability and Property Damage Insurance: The Contractor shall carry the above insurance covering all owned, hired or non-owned vehicles in the amount of \$300,000.00 for all damages arising out of bodily injuries to death of one person and subject to that limit for each person, a total of \$500,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident and Property Damage coverage in the amount of \$300,000.00 for all damages arising out of injury to or destruction of property.

16.0 OSHA SAFETY AWARENESS PROGRAM

In accordance with R.I.G.L. 28-20-35, all contractors bidding on construction projects of the City with a total project cost of one hundred thousand dollars (\$100,000.00) or more, are required to have an OSHA "ten hour construction safety program", for their on-site employees. The training program shall utilize instructors trained by the Occupational Safety and Health Administration, using an OSHA approved curriculum.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**CITY OF EAST PROVIDENCE
DEPARTMENT OF PUBLIC WORKS
CAPITAL SIDEWALK IMPROVEMENT PROGRAM 2021-2022
REQUEST FOR PROPOSALS**

**RFP EP21/22-15
BID OPENING FRIDAY, JULY 8, 2022 AT 11AM**

I. INTRODUCTION

The City has approved capital money to improve the sidewalk conditions throughout the City. Your company was previously pre-qualified to perform this work and the City now requests a cost proposal to perform the work. The work includes sidewalk improvements to both hot mix asphalt as well as cement concrete sidewalks, installation of handicap ramps, handicap ramp improvements and upgrades, as well as new installation of curbing and sidewalks. Work areas include Pawtucket Avenue from the High School/Senior Center to Veteran's Memorial Parkway, around the Agnes B. Hennessey School, First Street near Mauran Avenue and around Emma G. Whiteknact School.

II. SITE DESCRIPTION

The site descriptions are as listed above at a minimum. Pawtucket Avenue is a RIDOT controlled roadway and all work shall meet their requirements including the management of traffic. Where necessary all curbing shall match the existing. City curb details vary from RIDOT and are attached to the technical specifications as well as locations of work.

III. OBJECTIVE

The objective of the City is to provide safe pedestrian friendly sidewalks as well as install new sidewalks around schools to enhance student access to schools.

IV. SCOPE OF WORK

The project shall be bid as a unit price project and shall meet the requirements of the RIDOT as maintenance work and where applicable local City details shall govern on City roadways.

V. SUBMISSION OF PROPOSAL

Four (4) sealed copies of technical proposals shall be submitted to the Controller's Office, Attn: Procurement Specialist, Room 103, City Hall, 145 Taunton Avenue, East Providence, RI 02914-4505 by 11 AM on July 8, 2022. Responses to this solicitation should, at a minimum, include the following:

- A company brochure including address, city, state, phone and fax numbers, e-mail and web page address.
- Provide a signed statement that your firm is not currently on the Government Contractor

Debarred List prohibiting any contractual relationship using federal funds.

- A description of the company's background in working with projects of similar scope describing previous collaboration experience on relevant projects.
- A description of the background experience and involvement of personnel who will be assigned to the project.
- References
- Any other information deemed to be pertinent in assisting the City in adequately reviewing the firm's capabilities and qualifications with respect to the proposed project.
- Bonding capability for the full amount of the project.
- A Cost Proposal is to be submitted along with a schedule, which will identify the proposed cost structure for reimbursement, lump sum, as well as all applicable breakdowns of anticipated man hours per task, multipliers, and/or milestones for percentage payments, etc. that are appropriate for each phase of the scope of work. The City reserves the right to award the entire contract or any portion thereof to the most qualified bidder, as judged solely by the City. The City also reserves the right to delete elements of each phase should it be deemed in the City's best interest to do so.

VI. PROJECT TIMETABLE

Solicitation of Proposals:	June 15, 2022
Pre-proposal meeting:	N/A
Latest date for Request for Info	June 24, 2022 (2PM)
Submission of Proposals:	July 8, 2022 (11 AM)
Contract Award:	July 22, 2022
Contract Completion	November 18, 2022

VII. SELECTION PROCESS AND CRITERIA

Proposals will be reviewed by City staff from the Department of Public Works. This is a Request for Proposal, as such responses will be evaluated on the basis of the relative merits of the proposal, in addition to associated fees. The City reserves the right to schedule interviews following the submission of the proposals. The selected firm shall be chosen based on its qualifications, strength of its proposal, and associated fees. The following criteria will be used to evaluate the responses:

1. Company Qualifications and Experience

Specialized experience is required in a series of work areas. Proposals must clearly demonstrate full knowledge, understanding, and experience in the methods, techniques and guidelines required for the performance of the required work. All elements within this factor are of equal importance.

The BIDDER must demonstrate experience in site construction and paving and/or similar scopes of work within Massachusetts and Rhode Island.

The BIDDER must demonstrate expertise in the field of site design and the processes involved in obtaining all required permits and approvals.

2. Personnel Qualifications and Availability

Specialized experience is required of the project personnel proposed to undertake the work assignments. Proposal must clearly demonstrate the capability, academic background, training, certifications and experience of the proposed personnel. The availability of the proposed staff is also of critical importance and must be demonstrated. Specific project experience relevant to this scope of work must be demonstrated, as well as specific company experience.

3. Performance Record of Firm

A list of references of at least three (3) recent contracting officers on projects of a similar magnitude and complexity; references must include telephone number and affiliation.

4. Project Understanding and Approach

The BIDDER must demonstrate a comprehension of the role and function of this project in meeting the objectives of the CITY.

In addition to the understanding of the scope and approach, the BIDDER must demonstrate the following which will be considered in the selection:

1. Knowledge of current issues and state of the art in the relevant technical areas.
2. Experience demonstrated on similar projects.
3. Working knowledge of the geographic area as evidenced by prior work experience in the region.
4. A demonstrated expertise and ability for rapid turn-around and flexibility on short-term projects.
5. The capability to effectively direct multiple simultaneous work assignments.
6. An ability to integrate and utilize interdisciplinary study teams effectively on assignments requiring a variety of skills and expertise from in-house resources.
7. The ability to provide the necessary skills and expertise from in-house resources.

8. Methods for assuring product quality, cost control, delivery schedule and project oversight. A narrative description of the BIDDER'S quality control plan must be included.
9. Proven ability to work with municipal, state and federal government agencies and complete projects in a timely fashion and within the prescribed budget.

VIII. GENERAL CONDITIONS

- A. The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of contractors prior to award and to select and negotiate the contractor's services in the best interest of the City.
- B. The City reserves the right to accept all or part of any proposal and to negotiate a contract for services and cost with the selected Contractor.
- C. The Contractor shall provide all necessary personnel, sub-contractors, materials and equipment to perform and complete all work under this proposal.
- D. All original documents and drawings shall become the property of the City after completion of the consultant's work.
- E. The Contractor shall be prepared to commence work immediately upon execution of a contract with the City.

Any questions should be directed to Daniel Borges, Director of Public Works (401) 435-7701 dborges@eastprovidenceri.gov, or Erik Skadberg, City Engineer, City of East Providence, Rhode Island at (401) 435-7703 extension 1, eskadberg@eastprovidenceri.gov.

This Contract (the "Contract") is made and entered into by and between the City of East Providence, (the "City") and (the "Contractor"). This Contract shall become effective on the date it is executed by the last party to execute it ("the Effective Date").

This Contract is for a project identified as "Capital Sidewalk Improvement Program 2021-2022" (the "Project").

For and in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Contractor agree as follows:

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 2 DOCUMENTS INCORPORATED BY REFERENCE

This Contract includes the plans and specifications for the Project as identified thereon as such, plus the following: Addendum No ? all of which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the City and the Contractor, shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 2 do not, and shall not, form any part of this Contract.

ARTICLE 3 REPRESENTATIONS OF THE CONTRACTOR

In order to induce the City to execute this Contract and recognizing that the City is relying thereon, the Contractor, by executing this Contract, makes the following express representation to the City:

- (A) The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project;
- (B) The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated;
- (C) The Contractor has received, reviewed and carefully examined all the documents which make up this Contract, including, but not limited to, the plans and specifications, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction;
- (D) The Contractor is familiar with all Federal, State, municipal, and department laws, ordinances, orders, and regulations which may in any way affect the work of those employed therein, including, but not limited to, any special acts relating to the work or the Project of which it is a part;
- (E) The Contractor is aware of the hazards involved in the work and the danger to life and property both evident and inherent, and that the Contractor will conduct the work in a careful and safe manner without injury to person or property.

ARTICLE 4 INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the City and the Contractor agree as follows:

- (A) This Contract, together with the Contractor's and Surety's performance and payment bonds for the Project, if any, constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements. This Contract also supersedes any bid documents not incorporated herein pursuant to Article 2.
- (B) Anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price;

- (C) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the City and any person except the Contractor;
- (D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;
- (E) The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the City of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval by the City of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed herein, nor shall any such approval be evidence of the Contractor's compliance with this Contract. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representations or warranties by the City concerning such documents, as no such representations or warranties have been or are hereby made;
- (F) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:
- (1) As between drawings and specifications, the specifications shall govern;
 - (2) As between figures given on plans and scale measurements, the figures shall govern;
 - (3) As between this document and the plans or specifications, this document shall govern.

ARTICLE 5

OWNERSHIP OF DOCUMENTS WHICH MAKE UP THE CONTRACT

The documents which make up this Contract, and each of them, as well as any other documents furnished by the City, shall remain the property of the City. The City shall provide the Contractor with a sufficient number of copies of the complete Contract as the City

determines is necessary. The Contractor shall have the right to keep the Contractor's executed set; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of such Contract on other projects without the City's prior written authorization. All sets in usable condition, with the exception of the Contractor's executed set, shall be returned to the City at the completion or cessation of the work or termination of the Contract.

ARTICLE 6 CONTRACTOR'S PERFORMANCE

The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- (A) Construction of the Project;
- (B) The furnishing of any required surety bonds and insurance;
- (C) The provision and furnishing, and prompt payment thereof, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits required for the construction of the Project;
- (D) The creation and submission to the City of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted to the City upon final completion of the Project and receipt of same by the City shall be a condition precedent to final payment to the Contractor.

ARTICLE 7 TIME FOR CONTRACTOR'S PERFORMANCE

- (A) The Contractor shall commence the performance of this Contract within ten (10) calendar days after the Notice to Proceed and shall diligently continue its performance to and until final completion of the Project (subject to a winter shutdown period if necessary as provided for in Article 8 Paragraph (L)). The Contractor shall accomplish Substantial Completion of the Project on or before the date established pursuant to Paragraphs (K) and (L) in Article 8.
- (B) The Contractor shall pay the City the sum of five hundred Dollars (\$ 500) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. When the City reasonably believes that Substantial Completion will be unexcusably delayed, the City shall be

entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

- (C) The term "Substantial Completion," as used herein, shall mean that point as determined by the City at which the Project is at a level of completion in strict compliance with this Contract such that the City or its designee can enjoy beneficial use or occupancy of the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.
- (D) All limitations of time set forth herein are material and are of the essence of this Contract.

ARTICLE 8 PAYMENTS TO CONTRACTOR

- (A) The City shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the Contract Sum of (\$). The price set forth in this Article 8 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this Contract.
- (B) The City shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Article 8. On or before the 15th day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit a Payment Request for the period ending the 31st day of the preceding month. Said Payment Request shall be in such format and include whatever supporting information as may be required by the City. Each Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City shall review the Payment Request and may also review the work at the project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The City shall approve in writing the amount which, in the opinion of the City, is properly owing to the Contractor. The payment of the Contractor's invoice will be made no later than thirty (30) days after the receipt of the invoice.
- (C) The City will retain a percentage of the progress or monthly payments claimed, including approved change orders. The retainage shall remain at five percent (5%) until seventy-five percent (75%) of the Contract is complete, as determined by the City. At that time if the City decides the Contractor is making adequate progress, the City may reduce

retainage to two and one half percent (2.5%) of the dollar value of all work satisfactorily complete to date, including change orders. Any further reduction in the retainage amount shall be at the City's discretion. The retainage shall be paid by the City to the Contractor within ninety (90) days of the date the work is accepted by the City unless a dispute exists with respect to the work.

- (D) Upon Substantial Completion, the City may reduce the amount of retainage to the final retainage of 1 % of the dollar value of all work satisfactorily completed to date, including approved change orders plus an additional retainage based on the City's estimate of the fair value of any punch list items and the cost of completing and/or correcting such incomplete or defective items or work. As these items are completed or corrected, they shall be paid for out of the retainage until Final Completion and Acceptance of Work is declared by the City. The final 1 % retainage shall be paid to the Contractor by the City within ninety (90) days of the date the work is accepted by the City unless a dispute exists with respect to the work.
- (E) Upon Final Completion and Acceptance of Work, the City shall issue a certificate attached to the final payment request stating that the Work has been accepted by the City under the conditions of the Contract Documents. The entire balance to be due the Contractor shall be paid to the Contractor within ninety (90) days of Final Completion and Acceptance of Work.
- (F) When payment is received from the City, the Contractor shall immediately pay all subcontractor, materialmen, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event the City becomes informed that the Contractor has not paid a subcontractor, materialmen, laborer, or supplier as provided herein, the City shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialmen, laborer, or supplier as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- (G) Neither payment to the Contractor, utilization of the Project for any purpose by the City, nor any other act or omission by the City shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract.
- (H) The City shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:
 - (1) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;

- (2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
- (3) The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be unexcusably delayed;
- (4) The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
- (5) Claims made, or likely to be made, against the City or its property;
- (6) Loss caused by the Contractor;
- (7) The Contractor's failure or refusal to perform any of its obligations to the City.

In the event that the City makes a written demand upon the Contractor for amounts previously paid by the City as contemplated in this Paragraph (H), the Contractor shall promptly comply with such demand.

- (I) When Substantial Completion has been achieved, the Contractor shall notify the City in writing and shall furnish to the City a listing of those matters yet to be finished. The City will thereupon conduct an inspection to confirm that the work is in fact substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the City will so notify the Contractor in writing and will therein set forth the date of Substantial Completion. If the City, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the City from any payment then or thereafter due to the Contractor.
- (J) When the Project is finally complete and the Contractor is ready for final inspection, it shall notify the City thereof in writing. Thereupon, the City will perform a final inspection of the project. If the City confirms that the project is complete in full accordance with this Contract and the Contractor has performed all of its obligations to the City hereunder, the City will furnish a final Approval for Payment certifying that the project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City is unable to issue its final Approval for Payment and is required to repeat its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the City from the Contractor's final payment.
- (K) The Contractor is to begin work within ten (10) days after the date of the Notice to Proceed and shall complete the work within 120 consecutive days of notification

of each assignment. If the Contractor fails to complete the work as set forth in this Paragraph (K), the Contractor shall pay the City the sum of five hundred Dollars (\$ 500) per day for each and every calendar day of unexcused delay in completing the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that the date of completion will be unexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion of the work, or any part thereof, for which the City has withheld payment, the City shall promptly release the Contractor those funds withheld, but no longer applicable, as liquidated damages.

(L) The time for completion noted above has been developed upon the assumption that the work may be suspended during winter shutdown if necessary. Winter shutdown shall be determined by the Director of Public Works for the City of East Providence. The time period specified for completion of the work in Paragraph (K) above shall be suspended during such winter shutdown. The contractor shall plan on winter shutdown period based upon these dates unless otherwise directed by the City. The winter shutdown dates are subject to change depending on the weather conditions. The City shall notify the Contractor in writing if there is a change in the winter shutdown period due to weather, environmental or other conditions which preclude the work from being executed in accordance with these documents.

(M) Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contractor shall furnish to the City, in the form and manner required by the City:

- (1) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
- (2) If required by the City, separate releases of lien or lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the City or the City's property;
- (3) If applicable, consent(s) of surety to final payment;
- (4) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project closeout.

ARTICLE 9 MUNICIPAL POLICE TRAFFIC CONTROL

The cost of municipal police traffic control shall be paid in accordance with RIGL § 37-12-10. The Contractor shall be responsible for scheduling municipal police officers for traffic control purposes through the Police Department. If traffic control assignments are cancelled without twenty-four (24) hours notice, the Contractor is responsible to pay the City of East Providence for the hours police officers would have worked if it had not been for the untimely cancellation of the assignment. The City at its sole discretion may require such scheduling to be pre-approved by the Public Works Department. The Contractor is responsible for all highway safety equipment for traffic control purposes including but not limited to proper signage and traffic cones.

ARTICLE 10 CEASE AND DESIST ORDER

In the event the Contractor fails or refuses to perform the work as required herein, the City may instruct the Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the City and shall not proceed further until the cause for the City's instruction has been corrected, no longer exists, or the City instructs that the work resume. In the event the City issues instructions to cease and desist, and in the further event that the Contractor fails and refuses within seven (7) calendar days of receipt of same to provide adequate assurance to the City that the cause of such instructions will be eliminated or corrected, then the City shall have the right, but not the obligation, to carry out the work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the City. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the City may have against the Contractor.

ARTICLE 11 DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the City:

- (A) The Contractor is again reminded of its continuing duties set forth in Article 4 Paragraph (E), which are by reference hereby incorporated in this Paragraph (A). The Contractor shall not perform work without adequate plans and specifications, or, as appropriate, approved shop drawings, or other submittals. If the Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the City and the Architect, the Contractor shall be responsible for such work and pay the cost of correcting same;

- (B) All work shall strictly conform to the requirements of this Contract;
- (C) The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;
- (D) The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Paragraph (D) shall constitute a breach of the Contractor's warranty;
- (E) The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work;
- (F) The Contractor shall employ and maintain at the Project site only competent supervisory personnel.
- (G) The Contractor shall keep an updated copy of this Contract at the Project site. Additionally, the Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the City at all regular business hours. Upon final completion of the work, all of these items shall be finally updated and provided to the City and shall become property of the City.
- (H) The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment.
- (I) At all times relevant to this Contract, the Contractor shall permit the City to enter upon the Project site and to review or inspect the work without formality or other procedure.

ARTICLE 12

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CITY

- (A) Except for permit fees, which are the responsibility of the Contractor, the City shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, and services performed pursuant to the Contract.
- (B) If the Contractor fails to correct work which is not in accordance with the requirements of the contract, and persistently fails to carry out the work in accordance with the Contract, the City, by a written letter, may order the contractor to stop all work, or any portion thereof, until the cause of such order has been eliminated; however, the right of

the City to stop the work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.

- (C) Upon completion and acceptance of the work, the City shall issue a certificate attached to the final payment request that the work has been accepted by the City under the conditions of the Contract.

ARTICLE 13 "OR EQUAL" CLAUSE

- (A) Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the City's opinion. It shall not be purchased or installed without the City's written approval. In all cases new material shall be used in the project.
- (B) If more than one brand, make of material, device, or piece of equipment is shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, device, or equipment, which in the opinion of the City or its Authorized Representative, is the recognized equal of that specified (considering quality, workmanship and economy of operation), and is suitable for the purpose intended, may be accepted.
- (C)

ARTICLE 14 INDEMNITY

The Contractor shall indemnify and hold the City harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorney's fees and expenses, in connection with the Contractor's performance of this Contract, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or loss or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, to the extent caused by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the City.

ARTICLE 15 CLAIMS BY THE CONTRACTOR

Claims by the Contractor against the City are subject to the following terms and conditions:

- (A) All Contractor claims against the City shall be initiated by a written claim submitted to the City. Such claim shall be received by the City no later than seven (7) calendar days after the event, or the first appearance of the circumstances, causing the claim, and the same shall set forth in detail all known facts and circumstances supporting the claim;
- (B) The Contractor and the City shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor.
- (C) In the event the Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price shall be modified either upward or downward, upon the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances. As a condition precedent to the City having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Contractor to give written notice and make the claim as provided by this Paragraph (C) shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition.
- (D) In the event the Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City thereof, the Contractor shall strictly comply with the requirements of Paragraph (A) above and such claim shall be made by the Contractor before proceeding to execute any additional or change work. Failure of the condition precedent to occur shall constitute a waiver by the Contractor of any claim for additional compensation.
- (E) In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's cost shall be strictly limited to direct cost incurred by the Contractor and shall in no event include indirect cost or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third-parties including subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.
- (F) In the event the Contractor shall be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the City or someone acting in the City's behalf, or by City-authorized Change Orders, unusually bad weather not reasonably anticipated, fire or other Acts of God, the date for achieving Substantial Completion, or, as applicable, final completion, shall be appropriately adjusted by the City upon the written claim of the Contractor to the City. A task is critical within the meaning of this Paragraph (F) if, and only if, said task is on the critical path of the Project schedule so that delay in performing such task will delay the ultimate completion of the project. Any claim for an extension of time by the Contractor shall strictly comply with the requirements of Paragraph (A)

above. If the Contractor fails to make such claim as required in this Paragraph (F), any claim for an extension of time shall be waived.

ARTICLE 16 SUBCONTRACTORS

Upon execution of this Contract, the Contractor shall identify to the City, in writing, those parties intended as subcontractors on the Project. The City shall, in writing, state any objections the City may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom the City objects. The Contractor shall not award work to a subcontractor(s) in excess of fifty (50) percent of the Contract Price, without prior written approval of the City. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the City against the Contractor herein. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 17 WAGE RATES

- (A) There shall be paid to each laborer or mechanic of the Contractor or subcontractor engaged in the work on the Project under this Contract in the trade or occupation, an hourly wage pursuant to § 37-13-7 of the General Laws of the State of Rhode Island regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics.
- (B) If, after the award of the Contract, it becomes necessary to employ any person in a trade or occupation not classified in the Contract, such person shall be paid at not less than a rate to be determined by the same authority which established the other wage rates for this Contract. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the City of his intention to employ persons in trades or occupations not classified in sufficient time for the City to obtain approved rates for such trades or occupations.
- (C) The foregoing specified wage rates are minimum rates only, and the City will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this Contract. All disputes in regard to the payment of wages in excess of those specified in this Contract, shall be adjusted by the Contractor.
- (D) Except as may otherwise be required by law, all claims and disputes pertaining to the classification of labor employed on the Project under this Contract, shall be decided by the City's governing body or other duly designated official.

ARTICLE 18 CHANGE ORDERS

One or more changes to the work within the general scope of this Contract may be ordered by Change Order. The Contractor shall proceed with any such changes, and the same shall be accomplished in strict accordance with the following terms and conditions:

- (A) Change Order shall mean a written order to the Contractor executed by the City after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
- (B) Any change in the Contract Price resulting from a Change Order shall be determined as follows:
 - (1) By mutual agreement between the City and the Contractor as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the Contractor's execution of the Change Order; or,
 - (2) If no mutual agreement occurs between the City and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Any such costs or savings shall be documented in the format, and with such content and detail as the City requires.
- (C) The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.
- (D) The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the City, the Contractor's surety or law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE 19 DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

- (A) In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the City, such work shall be uncovered and

displayed for the City's inspection upon request, and shall be reworked at no cost in time or money to the City;

- (B) If any of the work is covered, concealed or obscured in a manner not covered by Paragraph (A) above, it shall, if directed by the City be uncovered and displayed for the City's inspection. If the uncovered work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such work shall be borne by the City. Otherwise, such costs shall be borne by the Contractor;
- (C) The Contractor shall, at no cost in time or money to the City, correct work rejected by the City as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the City for all testing, inspection and other expenses incurred as a result thereof.
- (D) In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from the City.
- (E) The City may, but in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the project had it not been constructed in a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming work.

ARTICLE 20 TERMINATION BY THE CONTRACTOR

If the City repeatedly fails to perform its material obligations to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance of this Contract by written notice to the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Article 22 Paragraph (A) hereunder.

ARTICLE 21
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

- (A) The City shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the City, the Contractor shall immediately comply with same.
- (B) In the event the City directs a suspension of performance under this Article 21, through no fault of the Contractor, the City shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:
- (1) Demobilization and remobilization, including such costs paid to subcontractors;
 - (2) Preserving and protecting work in place;
 - (3) Storage of materials or equipment purchased for the Project, including insurance thereon;
 - (4) Performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE 22
TERMINATION BY THE CITY

The City may terminate this Contract in accordance with the following terms and conditions:

- (A) The City may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the City or designee. The Contractor shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated for convenience, the Contractor shall be compensated as follows:
- 1) The Contractor shall submit a termination claim to the City specifying the amounts due because of termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor, an amount derived in accordance with Paragraph (3) below;

- 2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
- 3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
 - a) Contract prices for labor, materials, equipment and other services accepted under this contract;
 - b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for jobsite overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been contemplated, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (A) of this Article. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Paragraph (A) shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- (A) If the Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment, and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the City, in addition to any right it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid further until the work is complete. After final completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of ever nature incurred,

has been deducted by the City, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the City for cause pursuant to this Paragraph (B) and is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Paragraph (A) of this Article and the provision of Paragraph (A) shall apply.

ARTICLE 23 INSURANCE

The Contractor shall carry and maintain the following insurance coverages at his own expense:

- (A) All insurance for this Contract shall be written by a company (or companies) acceptable to the City and all policies or certificates shall be submitted to the City for examination prior to commencement of operations by the Contractor. In the event any policy or certificate, the amount of insurance, or the company writing same are not satisfactory to the City, the Contractor shall secure other policies or certificates in form and amount with a company satisfactory to the City. The Contractor shall not permit policies to be changed, cancelled, or to lapse and all policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the limits of liability or amounts of insurance until notice has been sent by mail to the City stating when, (not less than thirty days thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to the City and contain true transcripts from the policy or policies authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above mentioned notice as to the location and operations involved.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations. The Contractor shall be charged with the responsibility for insurance protection for all his subcontract operations and should the Contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the City covering each and every subcontractor shall be filed with said City prior to the commencement of subcontract operations.

(B) Contractor's Liability Insurance.

Liability insurance shall include all major divisions of coverage and be on a comprehensive general liability basis including:

Premises- Operations (including X-C-U)
Independent Contractor's protective

Products & completed operations
Blanket Contractual
Owned, non-owned & hired motor vehicles
Broad form coverage for property damage (including explosion, collapse & underground)

(C) The insurance required by Paragraph (B) above shall be written for not less than the following, or greater if required by Law:

(1) Workers' Compensation:

- a.) State of Rhode Island- Statutory
- b.) Employer's Liability

(2) Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products & Completed Operations; Broad Form Property Damage):

a.) Bodily Injury:

- (i) \$1,000,000- Each Occurrence
- (ii) \$1,000,000- Annual Aggregate

b.) Property Damage:

- (i) \$1,000,000- Each Occurrence
- (ii) \$1,000,000- Annual Aggregate

c.) Products & Complete Operations to be maintained for one (1) year after final payment.

d.) Property Damage Liability Insurance will provide X, C, or U coverage as applicable.

(3) Contractor's Liability:

a.) Bodily Injury:

- (i) \$1,000,000- Each Occurrence

b.) Property Damage:

- (i) \$1,000,000- Each Occurrence
- (ii) \$1,000,000- Annual Aggregate

(4) Personal Injury, with Employment Exclusion deleted:

- a.) \$1,000,000- Annual Aggregate

(5) Comprehensive Automobile Liability:

a.) Bodily Injury:

- (i) \$500,000- Each Person
- (ii) \$1,000,000- Each Occurrence

- b.) Property Damage:
 - (i) \$1,000,000- Each Occurrence

- c.) Special Hazards:
 - (i) \$1,000,000- Each Occurrence

(6) Property Insurance:

The Contractor shall purchase and maintain property insurance upon the entire Work at the site to full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Subcontractors in the Work shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

(D) Insurance Covering Special Hazards:

Special hazards shall be covered by rider or riders to the Public Liability and Property Damage Insurance policy or policies herein above required to be furnished by the Contractor or by separate policies of insurance in the amounts stated in Paragraph (C) (5) (c) of this Article.

(1) Property Damage Liability arising out of the collapse of or injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work, or caisson work; or moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

(2) Property Damage Liability for injury to or destruction of property arising directly or indirectly from blasting or explosions, however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery, or power transmitting equipment.

(3) Property Damage Liability for injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property, or any apparatus in connection therewith below the surface of the ground arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

(4) The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

(E) "ALL RISK" Insurance:

The Contractor shall acquire and maintain "All Risk" type Builder's Insurance. This insurance shall be in an amount equal to 100% of the insurable portion of the Project, and shall be for the benefit of the City, the Contractor, and each subcontractor as their interest may respectively appear.

ARTICLE 24 SURETY BONDS

The Contractor shall be licensed to do business in the State of Rhode Island and shall furnish separate performance and payment bonds to the City. Each bond shall set forth a penal sum in an amount of not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably acceptable to the City.

ARTICLE 25 PATENTS

The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights, and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss on when a particular process, design, or product of a manufacturer(s) is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the City.

ARTICLE 26 APPRENTICES

Apprentices shall be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee of Apprenticeship, United States Department of Labor; or if no such Council exists in a State, under a program registered with the Bureau of Apprenticeship, United States Department of Labor.

ARTICLE 27 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract, or any monies due or to become due hereunder, without the written consent of the City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms or corporations for services rendered or materials supplied for the performance of work called for in this Contract.

**ARTICLE 28
APPLICABLE LAW**

The law is hereby agreed to be the Law of the State where the Project is situated.

**ARTICLE 29
SUCCESSORS AND ASSIGNS**

Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such party in connection with all terms and conditions of this Contract.

CITY

The City of East Providence
145 Taunton Avenue
East Providence, RI 02914

By:

(Signature)

(Printed Name and Title)
Roberto DaSilva
Mayor

(Date of Execution)

CONTRACTOR

By:

(Signature)

(Printed Name and Title)

(Date of Execution)