

# Request for Proposals – Quality Assurance Construction Inspection and Material Testing Services (3<sup>rd</sup> Party Testing) for Central Falls School District – New High School

Central Falls, Rhode Island

Administration of Project: Central Falls School District (CFSD)

|                                      |   |  |                               |   |
|--------------------------------------|---|--|-------------------------------|---|
| <b>Project Name:</b>                 | Central Falls School District – New High School         |  | <b>Response Deadline:</b>     | February 21, 2024 at 3:00 PM                            |
| <b>Project Location:</b>             | 10 Higginson Avenue                                     |  | <b>Project Number:</b>        | 2004-004  |
| <b>Town/City:</b>                    | Central Falls   |  | <b>Project Contact:</b>       | City Clerk<br>Alberto DeBurgo                           |
| <b>Owner:</b>                        | City of Central Falls/<br>Central Falls School District |  | <b>Contracting Authority:</b> | City of Central Falls/<br>Central Falls School District |
| <b>Construction Delivery Method:</b> | General Contractor                                      |  | <b>Prevailing Wage:</b>       | N/A   |

Bids are due no later than **February 21, 2024** at 3:00 PM. Envelopes containing bids must be sealed and addressed to City Clerk Alberto DeBurgo at Central Falls City Hall, 580 Broad Street, Central Falls, RI 02863 and must be clearly marked with the Name and Address of Bidder Bid Due Date and Time, and Title. Bidders must include one (1) original, three (3) copies and one (1) Digital (soft) copy for Public Use on CD or flash drive of the Bid.

Submit all questions regarding this RFP in writing to the City Clerk, Alberto DeBurgo at [adeburgo@centralfallsri.us](mailto:adeburgo@centralfallsri.us)

by **February 8, 2024**, at 3:00 PM with the project name and number included (phone calls will not be allowed). Questions, if any, and responses will be posted on the City of Central Falls website at <https://www.centralfallsri.gov/> and <https://www.bidnetdirect.com/rhode-island> as an addendum to this solicitation. Bidders are responsible for checking the City's website for all addenda distributed in response to questions and requests for additional information.

**Please refer to Instruction to Bidders, Attachment C for complete information**

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Central Falls, Rhode Island

## Project Overview:

With a population of 22,583 Central Falls, Rhode Island is the smallest and most densely populated City in the State. The historically working-class City is an ethnically rich community, and the only “majority minority” city in Rhode Island. The Central Fall School District (“CFSD”) serves 2,676 pre-kindergarten through 12th grade students. The District is governed by a 7-member Board of Trustees, established in 2013 by the State Legislature.

The CFSD and the City (jointly referred to as “the Owner”) seek competitive proposals for **Quality Assurance Construction Inspection and Material Testing Services (3<sup>rd</sup> Party Testing)** for the new High School to be located at the corner of Lonsdale and Higginson Avenue.

- Program Summary:
  - Construction of a New High School: Approx., 123,844 sq.ft.
  - Comprehensive High School
  - Grades 9 -12
  
- For more information, please review 100% Construction Documents <https://www.centralfallsri.gov/rfps>

## **Project Team:**

Owner: City of Central Falls and Central Falls School District  
Owner’s Project Manager: Peregrine Group, LLC  
Architect: Ai3 Architects, Inc.  
Structural Engineer: Pare Corporation  
Civil Engineer: The Vertex Companies, LLC  
General Contractor: TBD

## Project Schedule: (subject to change)

### Site:

|                           |                  |                         |
|---------------------------|------------------|-------------------------|
| Phase 1 Basketball Courts | Start March 2024 | Complete Quarter 3 2024 |
| Phase 2 High School Site  | Start March 2024 | Complete Quarter 4 2025 |
| Phase 3 Throwing Events   | Start March 2024 | Complete Quarter 4 2025 |

### Building

|                            |                  |                         |
|----------------------------|------------------|-------------------------|
| Phase 1 Education Spaces + | Start March 2024 | Completed June 2025     |
| Phase 2 Auditorium +       | Start March 2024 | Completed December 2025 |

## Documents:

- A. Testing Lab Services
- B. Project plans and specifications are available for downloading from the following link:  
<https://www.centralfallsri.gov/rfps>
- C. Instruction to Bidders
- D. Cost Proposal

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## Central Falls, Rhode Island

### Bid Rejection:

The Central Falls School District (“Owner”) reserves the right to accept or reject any bid proposals due to informalities if in the best public interest.

### Insurance:

Upon award, the successful bidder will be required to provide a current certificate of insurance naming the Central Falls School District, City of Central Falls, Peregrine Group LLC, Ai3 Architects, Inc., and the General Contractor as additional insured. The Owner reserves the right to require the vendor to carry specific limits that will be provided at a later date.

### Evaluation Criteria:

The Owner will consider the following criteria in evaluation proposals:

- 1.) Prior similar experience demonstrating current qualifications for the specific project.
- 2.) Past Performance of the firm, if any, with regard to public and private projects in Rhode Island.
- 3.) Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.
- 4.) Competitiveness of hourly rates and unit costs of proposed services.

### Time for Award:

**The Owner intends to award this contract in March 2024. Firms responding to this invitation must have the ability to start work immediately upon notification of award and attend kick-off meeting with project team.**

### Governing Law:

**The contract shall be governed by the laws of The State of Rhode Island.**

### MBE/WBE Policy:

In accordance with RI Gen. Law § 37-14.1-1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to §§ 37-14.1-2 and 37-14.1-6, MBEs and WBEs shall be included in all state purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers. MBEs and WBEs shall be awarded a minimum of fifteen percent (15%) of the dollar value of the entire procurement or project. MBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Division of Equity, Diversity & Inclusion at (401) 574-8670.

### Questions:

Questions should be emailed directly to City of Central Falls., Alberto DeBurgo at [adeburgo@centralfallsri.us](mailto:adeburgo@centralfallsri.us) no later than 3:00 PM February 8, 2024. All questions will be answered via addendum and posted on the City Website <https://www.centralfallsri.gov/rfps>.

### Contract & Billing:

The contract will be entered into directly between the Central Falls School District and the selected vendor.

Section 01 45 29  
TESTING LABORATORY SERVICES**PART 1 - GENERAL**

## 1.1 SUMMARY

- A. This Section consists of the following:
  - 1. Quality assurance.
  - 2. Laboratory responsibilities.
  - 3. Laboratory reports.
  - 4. Limits on testing laboratory authority.
  - 5. General Contractor responsibilities.
  - 6. General Contractor submittals.
  - 7. Schedule of inspections and tests.
  - 8. Concrete in situ relative humidity, calcium chloride and acidity/alkalinity testing.

## 1.2 RELATED REQUIREMENTS

- A. Section 01 81 19 - CONSTRUCTION INDOOR AIR QUALITY
- B. Section 01 91 13 - GENERAL COMMISSIONING REQUIREMENTS
- C. Section 01 91 19 - BUILDING ENCLOSURE COMMISSIONING REQUIREMENTS
- D. Section 03 30 00 - CAST-IN-PLACE CONCRETE.
- E. Section 04 20 00 - UNIT MASONRY.
- F. Section 05 12 00 - STRUCTURAL STEEL FRAMING.
- G. Section 05 31 00 - STEEL DECKING.
- H. Section 07 81 00 – APPLIED FIREPROOFING.
- I. Section 07 84 00 – FIRESTOPPING.
- J. Section 07 92 00 - JOINT SEALANTS.
- K. Section 08 43 13 - ALUMINUM-FRAMED STOREFRONTS.
- L. Section 08 44 13 - GLAZED ALUMINUM CURTAIN WALL.
- M. Section 08 43 15 - BULLET RESISTANT ALUMINUM STOREFRONT FRAMING SYSTEM
- N. Section 08 44 26 - STRUCTURAL GLASS CURTAIN WALL
- O. Section 08 51 13 - ALUMINUM WINDOWS

- P. Section 32 13 13 – SITE CONCRETE.
- Q. Division 21 – FIRE SUPPRESSION.
- R. Division 22 – PLUMBING.
- S. Division 23 – HEATING, VENTILATING AND AIR CONDITIONING.
- T. Division 26 – ELECTRICAL.
- U. Division 27 – COMMUNICATIONS.
- V. Division 28 – ELECTRONIC SAFETY AND SECURITY.
- W. Division 31 – EARTHWORK.
- X. Division 32 – EXTERIOR IMPROVEMENTS.
- Y. Division 33 – UTILITIES.

### 1.3 REFERENCES

- A. Comply with applicable requirements of the following standards and those others referenced in this Section, under the provisions of Section 01 42 00 - REFERENCES. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.
  - 1. ANSI/ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock.
  - 2. ANSI/ASTM E 329 - Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.
  - 3. ASTM F 1869 – Standard Test Method for Measuring Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
  - 4. ASTM F 2170 – Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-Situ Probes.
  - 5. ASTM F 710 – Standard Practice for Preparing Concrete Floors and Other Monolithic Floors to Receive Resilient Flooring.

### 1.4 QUALITY ASSURANCE

- A. Comply with requirements of ANSI/ASTM D 3740 and ANSI/ASTM E 329.
- B. Laboratory: Authorized to operate in state in which Project is located.
- C. Laboratory staff: Maintain a full time specialist on staff to review services. Provide registered Engineer on staff for all review of services related to structural testing.
- D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards (NBS) Standards or accepted values of natural physical constraints.

## 1.5 LABORATORY RESPONSIBILITIES

- A. Cooperate with Architect and General Contractor in performance of services; provide qualified personnel promptly on notice.
  - 1. Attend preconstruction conferences and progress meetings, as requested.
- B. Acquaint Owner's Project Manager, Architect, and General Contractor's superintendent with testing procedures and with all special conditions encountered at the site.
- C. Perform specified Inspection, sampling, and testing of products and construction methods in accordance with specified standards as specified in individual technical specification sections:
  - 1. Comply with specified standards, ASTM, ANSI, and other recognized authorities.
  - 2. Conduct and interpret the tests and state in each report whether the test specimens comply with the requirements, and specifically state any deviations therefrom.
  - 3. Obtain General Contractor's written acknowledgment of each inspection, sampling, and test made. Test samples of mixes submitted by General Contractor.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- D. Promptly notify Architect and General Contractor of irregularities, deficiencies, or non-conformance of Work or Products which are observed during performance of services.
- E. Promptly submit written report of each test and inspection; one copy each to Architect, Owner's Project Manager, General Contractor, and one copy to Project Record Documents File.
- F. Perform additional inspections and tests required by Architect/Engineer.

## 1.6 LABORATORY REPORTS

- A. After each test, promptly distribute directly from the testing laboratory, copies of laboratory report to:
  - 1. Owner's Project Manager.
  - 2. Architect's office.
  - 3. Consulting engineer's office.
  - 4. General Contractor's office.
  - 5. Municipal Inspectional Services Department, if required.
- B. Include in report the following information:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Testing laboratory name, address, and telephone number.

4. Name and signature of laboratory inspector.
5. Date and time of sampling.
6. Record of temperature and weather conditions (as appropriate to test).
7. Identification of product and Specifications Section.
8. Location of sample or test in the Project.
9. Type of inspection or test.
10. Results of tests and compliance with Contract Documents.
11. Interpretation of test results, when requested by Architect.
12. Observations regarding compliance with Contract Documents.

#### 1.7 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of Work.
- C. Laboratory may not assume any duties for General Contractor.
- D. Laboratory has no authority to stop the Work.

#### 1.8 GENERAL CONTRACTOR RESPONSIBILITIES

- A. Coordinate and cooperate with laboratory personnel, provide access to Work.
  1. Monitor each inspection, sampling, and test.
  2. Provide Laboratory or Agency with written acknowledgment of each Inspection, sampling, and test.
  3. Within 24 hours notify Architect and Owner's Project Manager in writing of reasons for not acknowledging Laboratory results.
- B. Secure and deliver to the Laboratory or designated location, adequate quantities of representational samples of materials proposed to be used and which require testing, along with proposed mix designs.
- C. Furnish incidental labor and facilities:
  1. To provide access to Work to be tested.
  2. To obtain and handle samples at the Project site or at the source of the Product to be tested.
  3. To facilitate inspections and tests.
  4. For storage and curing of test samples.
- D. Furnish verification of materials and equipment compliance with Contract Documents.
- E. Notify Architect/Engineer and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.
- F. Identify materials to be tested or inspected by Testing Laboratory or Agency.

- G. After determination of need for testing or inspecting by Owner's Project Manager, notify Laboratory sufficiently in advance, minimum five days, of operations to allow for its assignment of personnel and scheduling of tests.
  - 1. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to General Contractors negligence.
- H. Make arrangements with laboratory and pay for additional samples and tests required for the following conditions:
  - 1. Initial testing indicates Work does not comply with Contract Documents.
  - 2. General Contractor requested testing for additional testing and laboratory services beyond specified requirements.

#### 1.9 CONDUCT OF INSPECTIONS AND TESTS

- A. The General Contractor shall notify the Owner's Project Manager, Architect, and Testing Laboratory a minimum of 72 hours before the performance of work to permit the proper conduct of Owner-authorized inspections and tests.
- B. Representatives of Testing Laboratory will inspect the manufacture, assembly, and placement of materials as required and as authorized by the Owner, and report their findings to the Architect, Owner's Project Manager, and General Contractor.
- C. Work shall be checked as it progresses, but failure to detect any defective work or materials shall in no way prevent later rejection when such defect is discovered nor shall it obligate the Owner to accept such work.

#### 1.10 SCHEDULE OF TESTING AND LABORATORIES BY OWNER

- A. General: Except as otherwise specified, Owner will appoint, employ, and pay services of independent firm(s) to perform inspection and testing and other services specified herein, in individual specification Sections, and as additionally required by the Architect.
  - 1. Installer responsible for engaging testing agent for any re-testing. All units experiencing failure are required to be re-tested.
  - 2. Retesting required includes original test area plus two additional test areas.
  - 3. Refer to Section 01 91 19 - BUILDING ENCLOSURE COMMISSIONING REQUIREMENTS for additional testing criteria for building envelope systems.
- B. General Construction Tests: Requirements for testing, observations, and inspections are described in individual specification sections; the schedule provided below is not intended to completely describe all of the inspection and testing Work required for this Contract, and is only furnished as a guide.
  - 1. Section 03 30 00 - CAST-IN-PLACE CONCRETE:
    - a. Testing of cement mix and aggregates.
    - b. Concrete test cylinders.
  - 2. Section 04 20 00 - UNIT MASONRY:



- a. One day per week observation of masonry installation, grout, mortar and prism testing.
- b. Three cylinders tested for compressive strength at 10 days; ASTM C 91 tests.
3. Section 05 12 00 - STRUCTURAL STEEL FRAMING: Testing of welds of field and shop fabricated components. Testing of bolting.
  - a. Bolt torque testing.
  - b. Welding X-ray and ultrasonic tests as specified.
  - c. Coating thickness of primer coats.
4. Section 05 31 00 - STEEL DECKING: Periodic inspection of steel decking installation prior to concrete placement.
5. Section 07 27 13 – Modified Sheet Air Barrier: Performance testing of in-place work:
  - a. Test mock-up for air and water infiltration in accordance with ASTM E1186 (air leakage location) or ASTM E 783 (air leakage quantification), and ASTM E1105 (water penetration).
  - b. Adhesion Testing: Test mock-up of fluid-applied and sheet applied materials for adhesion in accordance with AABA 0002-2019, or in accordance with ASTM D903.
6. Section 07 81 00 – APPLIED FIREPROOFING: Testing and certification of adhesion, density and thickness of installation.
7. Section 07 84 00 - FIRESTOPPING: Certification of method and type of application for opening and rating required. Verification installation is in compliance with FM and UL criteria.
8. Section 07 92 00 - JOINT SEALANTS: Perform adhesion tests in accordance with manufacturer's instructions and ASTM C1193, Method A, Field-Applied Sealant Joint Hand-Pull Tab.
9. Section 08 51 13 - ALUMINUM WINDOWS: In-place testing of specified limits of air infiltration and water resistance according to ASTM E 783 Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors, and ASTM E 1105 – Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform Cyclic Static Air Pressure Difference. The AAMA 1/3 reduction of design pressure for testing under ASTM E1105 will not be permitted.
10. Section 08 43 13 - ALUMINUM-FRAMED STOREFRONTS: In-place testing of specified limits of air infiltration and water resistance according to ASTM E 783 Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors, and ASTM E 1105 – Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform Cyclic Static Air Pressure Difference. The AAMA 1/3 reduction of design pressure for testing under ASTM E1105 will not be permitted.
11. Section 08 44 13 - GLAZED ALUMINUM CURTAIN WALL: In-place testing of specified limits of air infiltration and water resistance according to ASTM E

783 Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors, and ASTM E 1105 – Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform Cyclic Static Air Pressure Difference. The AAMA 1/3 reduction of design pressure for testing under ASTM E1105 will not be permitted.

12. Section 08 43 15 - Bullet Resistant Aluminum Storefront Framing System: In-place testing of specified limits of air infiltration and water resistance according to ASTM E 783 Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors, and ASTM E 1105 – Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform Cyclic Static Air Pressure Difference. The AAMA 1/3 reduction of design pressure for testing under ASTM E1105 will not be permitted.
  13. Section 08 44 26 - Structural Glass Curtain Wall: In-place testing of specified limits of air infiltration and water resistance according to ASTM E 783 Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors, and ASTM E 1105 – Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform Cyclic Static Air Pressure Difference. The AAMA 1/3 reduction of design pressure for testing under ASTM E1105 will not be permitted.
  14. Section 32 13 13 – SITE CONCRETE: Concrete test cylinders
  15. Division 31, 32, 33 - EARTHWORK, EXTERIOR IMPROVEMENTS, UTILITIES sections: Continuous observations basis during the installation of the foundation, footings, structural slab, and during backfilling and grading of the site. Testing bearing surfaces prior to the installation of the backfill and foundations. Sampling and compaction testing of fill materials.
    - a. Chemical testing of fill materials.
    - b. Proctor tests for compaction.
- C. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
1. Testing agency will notify Architect, and General Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect with copy to General Contractor and to authorities having jurisdiction.
  3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  5. Testing agency will retest and re-inspect corrected work.

## 1.11 SCHEDULE OF TESTING AND LABORATORIES BY GENERAL CONTRACTOR

- A. General Contractor shall employ and pay for services of an approved independent testing laboratory to perform inspection and testing specified under this Article and as additionally in individual specification sections
  - 1. Submit to Architect/Engineer a minimum of three independent testing laboratories for each type of testing specified by individual specification sections and those required by the referenced applicable codes, regulations and standards.
  - 2. Employment of testing laboratory shall in no way relieve General Contractor of obligation to perform work in accordance with requirements of Contract Documents.
- B. Earthwork: Lab tests to determine suitability of all fill materials shall be paid for by General Contractor.
  - 1. Owner reserves the right to retain and pay for his own testing for checking purposes
- C. Concrete Paving and General Concrete Work: Concrete mix design testing shall be paid for by General Contractor. Owner reserves the right to retain and pay for his own testing for checking purposes.
- D. Moisture content testing of interior and exterior wood prior to application of field painted coatings.
- E. Local Authority Inspections: The General Contractor is also responsible for coordinating and cooperating with local requirements for inspections by local Authorities.

## 1.12 SCHEDULE OF TESTING AND LABORATORIES BY SUBCONTRACTORS OR TRADE CONTRACTORS

- A. Respective Trade contractors and subcontractors shall employ and pay for services of an approved independent testing laboratory to perform inspection and testing specified under this Article and as additionally in individual specification sections
  - 1. Submit to Architect a minimum of three independent testing laboratories for each type of testing specified by individual specification sections and those required by the referenced applicable codes, regulations and standards.
  - 2. Employment of testing laboratory shall in no way relieve General Contractor of obligation to perform work in accordance with requirements of Contract Documents
- B. Waterproofing, Dampproofing and Caulking Trade Contract: Testing required in Section 07 92 00 - JOINT SEALANTS including chemical analysis, adhesive strength, compatibility with adjacent materials and elasticity.
- C. Site Civil Subcontract: Perform pressure, leakage and chlorination testing as specified in Division 33 - UTILITIES.

- D. Wood Flooring Subcontract(s) (Sections 09 64 29, 09 64 53, and 09 64 66): Moisture Vapor Emission and acidity/alkalinity (pH) Testing of concrete slabs and floors:
1. Wood flooring subcontractors will employ and pay for services of an independent testing laboratory to perform moisture vapor emission, and pH tests on concrete slabs. The testing shall be witnessed by the General Contractor, Wood Flooring Subcontractor(s) and Owner's Project Manager.
    - a. Moisture Vapor Emission and pH Testing on all concrete slabs over-which a carpeted floor (broadloom or tile) is required.
  2. Requirements: As specified Section 09 05 60 - COMMON WORK RESULTS FOR FLOORING.
    - a. Submit test data to the General Contractor, Architect and Owner's Project Manager.
    - b. Provide additional testing in the event test results indicate higher moisture content than recommended by the flooring material and coating material manufacturers for the installation of their products. Perform such additional testing, at no additional cost to the Owner, after procedures have been performed to reduce moisture content to ratings acceptable to the various flooring manufacturers and their adhesive manufacturers.
- E. Resilient Flooring Subcontract(s) (Sections 09 65 16, 09 65 19, 09 65 23, and 09 65 36): Moisture Vapor Emission and acidity/alkalinity (pH) Testing of concrete slabs and floors:
1. Resilient flooring subcontractors will employ and pay for services of an independent testing laboratory to perform moisture vapor emission, and pH tests on concrete slabs. The testing shall be witnessed by the General Contractor, Resilient Flooring Subcontractor(s) and Owner's Project Manager.
    - a. Moisture Vapor Emission and pH Testing on all concrete slabs over-which a carpeted floor (broadloom or tile) is required.
  2. Requirements: As specified Section 09 05 60 - COMMON WORK RESULTS FOR FLOORING.
    - a. Submit test data to the General Contractor, Architect and Owner's Project Manager.
- F. Resinous Flooring Subcontract (Section 09 67 23): Moisture Vapor Emission and acidity/alkalinity (pH) Testing of concrete slabs and floors:
1. Resinous Flooring subcontractors will employ and pay for services of an independent testing laboratory to perform moisture vapor emission, and pH tests on concrete slabs. The testing shall be witnessed by the General Contractor, Resinous Flooring Subcontractor and Owner's Project Manager.
    - a. Moisture Vapor Emission and pH Testing on all concrete slabs over-which a carpeted floor (broadloom or tile) is required.
  2. Requirements: As specified Section 09 05 60 - COMMON WORK RESULTS FOR FLOORING.
    - a. Submit test data to the General Contractor, Architect and Owner's Project Manager.

- G. Carpeting Subcontract(s) (Sections 09 68 00, 09 68 13, and 12 48 13): Moisture Vapor Emission and acidity/alkalinity (pH) Testing of concrete slabs and floors:
1. Carpeting subcontractor will employ and pay for services of an independent testing laboratory to perform moisture vapor emission, and pH tests on concrete slabs. The testing shall be witnessed by the General Contractor, Carpeting Subcontractor and Owner's Project Manager.
    - a. Moisture Vapor Emission and pH Testing on all concrete slabs over which a carpeted floor (broadloom or tile) is required.
  2. Requirements: As specified Section 09 05 60 - COMMON WORK RESULTS FOR FLOORING.
    - a. Submit test data to the General Contractor, Architect and Owner's Project Manager.
    - b. Provide additional testing in the event test results indicate higher moisture content than recommended by the flooring material and coating material manufacturers for the installation of their products. Perform such additional testing, at no additional cost to the Owner, after procedures have been performed to reduce moisture content to ratings acceptable to the various flooring manufacturers and their adhesive manufacturers.
- H. Plumbing Trade Contract: At least the following tests shall be performed. Conform to requirements specified in individual Division 22 Specification Sections. The test shall be performed and paid for by the Trade contractor and witnessed by the General Contractor, Owner's Project Manager and authorities having jurisdiction:
1. Water supply piping hydrostatic pressure test.
  2. Sanitary piping test before fixture installation: Cap pipes and fill to highest point in system.
  3. Plumbing fixture operation.
- I. Fire Suppression Trade Contract: At least the following tests shall be performed. Conform to requirements specified in individual Division 21 Specification Sections. The test shall be performed and paid for by the Trade contractor and witnessed by the General Contractor, Owner's Project Manager and authorities having jurisdiction:
1. Fire protection system flushed and pressure tested.
- J. Heating, Ventilation and Air Conditioning Trade Contract: All HVAC work shall be tested by an independent testing and balancing agency, approved by Owner. Conform to requirements specified in individual Division 23 Specification Sections. The tests shall be performed and paid for by the Trade contractor and witnessed by the General Contractor, Owner's Project Manager and authorities having jurisdiction. Adjustments shall be made by the Trade contractors directed by the Owner's Project Manager. At least the following tests shall be performed:
1. Piping hydrostatic tests.
  2. Air and water balancing.
  3. Thermostat control monitoring and testing.
  4. Boiler efficiency testing.

5. Energy Management System operation.
- K. Electrical Trade Contract: At least the following tests shall be performed. Conform to requirements specified in individual Division 26 Specification Sections. The tests shall be performed and paid for by the Trade contractor and witnessed by the General Contractor, Owner's Project Manager and authorities having jurisdiction:
1. Polarity tests.
  2. Operation of all circuits.
  3. Testing of emergency system.
  4. Security systems.
  5. Generation system.
  6. Grounding systems.
  7. Voice/Video/Data networking testing.
- L. Electrical Trade Contract: Conform to requirements specified in individual Division 26 Specification Sections. At least the following tests shall be performed and paid for by the Trade contractor:
1. Operation of every component of entire system.
- M. Electrical Trade Contract: At least the following tests will be performed. Conform to requirements specified in individual Division 26 Specification Sections. The test shall be performed and paid for by the Trade contractor and witnessed by the General Contractor, and Owner's Project Manager:
1. All smoke and heat detectors.
  2. Proper operation as required by authorities having jurisdiction.
- N. Where no testing requirements are described but the Owner's Project Manager or Architect decides that testing is required, testing will be performed under current pertinent standards for testing.

#### 1.13 FOLLOW-UP AND CORRECTIVE ACTION

- A. The General Contractor and the Owner's Project Manager will note the test record on the Testing Log to acknowledge test procedures and results. If follow-up or corrective action is needed, the General Contractor shall submit to the Owner's Project Manager two written copies of proposed follow-up or corrective plans and obtain the Owner's Project Manager's written approval before proceeding.
1. Cost of Testing: If tests indicate that materials or work do not comply with requirements, the General Contractor shall pay for all retesting, and shall remove and replace non-complying work at no additional cost to the Owner.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

End of Section

## ATTACHMENT B

### PROJECT PLANS AND SPECIFICATIONS

<https://www.centralfallsri.gov/rfps>

# CITY OF CENTRAL FALLS / CENTRAL FALLS PUBLIC SCHOOLS

## ATTACHMENT "C"

### INSTRUCTIONS TO BIDDERS (FOR CONSTRUCTION/SERVICES)

#### PURCHASING DEPARTMENT

1. **Submission of Bids**

a. Envelopes containing bids **must be** sealed and addressed as indicated on the Invitation to Bid and must be marked with the name and address of bidder, date and bid due time, and name of bid, along with RFQ number.

b. The Purchasing Agent will decide when and if the specified time has arrived to open bids, and no bid received thereafter will be considered. The Purchasing Agent reserves the right to waive any informality in the bidding process.

c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.

d. 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.

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

f. Any deviation from the Specifications must be noted in writing and attached as part of the bid proposal. The Bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from Specifications.

g. Proposals that are renumbered or re-sequenced may be cause for rejection if all information cannot be easily found and identified. Bidders wishing to reword or re-format the enclosed documents should do so in an addendum identifying the pages or sections to be changed.

2. **Prices**

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. If 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 written in figures, the prices written in words shall govern.

3. **Terms**

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by City Treasurer, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered. Payment terms are net 30.



# CITY OF CENTRAL FALLS / CENTRAL FALLS PUBLIC SCHOOLS

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4. **Qualification of Bidders**

The City may 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.

5. **Addenda and Interpretations**

No interpretation on the meaning of the Plans, Specifications or any other Contract Document will be made to any bidder orally. Every request for such interpretations must be in writing.

All questions pertaining to the specifications or proposal procedure should be first directed to the Purchasing Agent. Where information from the Purchasing Agent differs from information from any other source, the information from the Purchasing Agent prevails. The City is not responsible for information obtained from any other source. It is the responsibility of the Bidder to check the website for any and all information regarding the request to bid.

6. **Award and Contract**

Unless otherwise specified, the City of Central Falls reserves the right to make award by item or items, or by total, as may be in the best interest of the City; accept a proposal based on considerations other than costs; and waive and modify any provisions of the request for proposal. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by an authorized Contract shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party. The Bidder is responsible for all costs and expenses to develop and submit a proposal in response to the solicitation.

7. **Equal Employment Opportunity Policy Statement**

For the purposes of this Policy, the term "vendor" shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the City of Central Falls pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The City of Central Falls is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the City with goods and services necessary for routine and emergency operations. The City of Central Falls will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran's status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

8. **Standard Insurance and Indemnification Requirements (for Construction/Labor Services)**

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and effect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. **Certificates of Insurance:** The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: City of Central Falls Purchasing Officer. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. **Insurer Qualification:** All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/ VIII.
- C. **Additional Insured:** To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. **Retroactive Date and Extended Reporting Period:** If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. **Subcontractors' Insurance:** The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. **Waiver of Subrogation:** The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against owner, architect, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- G. **Indemnification/Hold Harmless:** The contractor shall indemnify, defend, and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a)

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is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

## 9. Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor has self-insured retentions or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the contractor's sole responsibility.
- C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits:     \$1,000,000 each occurrence  
                              \$2,000,000 each occurrence if blasting is required  
                              \$2,000,000 general aggregate with dedicated limits per project site  
                              \$2,000,000 products and completed operations aggregate  
                              \$1,000,000 personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural 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 to 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.
- D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

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Minimum Limits: \$1,000,000 combined single limit each accident

- E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability

Minimum Limits: Workers' Compensation:  
statutory limit Employer's Liability: \$500,000  
bodily injury for each accident  
\$500,000 bodily injury by disease for each employee  
\$500,000 bodily injury disease aggregate

- F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The City of Central Falls shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits: \$5,000,000 per occurrence/\$5,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

- G. Professional Liability (for consultants, engineers, and other individuals/businesses providing professional services)

|                          |             |
|--------------------------|-------------|
| Each Claim/Wrongful Act: | \$1,000,000 |
| Annual Aggregate         | \$1,000,000 |

The City of Central Falls reserves the right to amend amounts of coverage required and type of coverages provided based on work or service to be performed.

## 10. Labor Regulations

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

- A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment,

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and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

## 11. Wage Rates (for on-site construction labor services)

Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor. See Appendix B.

## 12. Compliance with Instructions to Bidders

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation. Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of nonresponsive bid proposal and/or the rejection of the bid proposal.

## 13. Priority of Terms and Conditions

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

## 14. Public Copy

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 et seq. Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a read-only CD-R media disk or Flash Drive. The disk must include all the documents submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

Solicitation Number Bid Proposal Submission Deadline\_BidderName.pdf

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Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act. If a "hard" public copy is furnished at time of bid, the bidder may follow up with the disk copy before the end of the business Bid Due Date, Bids may be opened publicly in City Hall shortly after Bid receipt.

## **15. Binding Contract**

A binding contract between the City of Central Falls and the successful bidder will be formed by the issuance of the Central Falls Standard Agreement from the Purchasing Department, *and only by the issuance of a Purchase Order for billing purposes, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Request for Quote, the Bidder Certification Form, the Agreement (if applicable to this solicitation), and the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Notice to Proceed or Contract and, in addition, an authorization from the department.

## **16. DISCLAIMER**

- a. The City reserves the right to amend, cancel or withdraw the Request for Proposal at any time if it is deemed in the best interests of the City to do so. The City reserves the right to reject any, or any part of, or all proposals, to waive informalities and technicalities, and to accept that bid proposal which the City deems to be in the best interest of the City, whether or not it is the lowest dollar bid.
- b. The City is not responsible for any costs/expenses incurred by anyone submitting a proposal for this project. Costs/expenses are the sole responsibility of the parties submitting proposals.
- c. All proposals submitted, and information included therein or attached thereto shall become public records upon their delivery to the City. All documents created by the respondent during the completion of their contract requirements shall become the property of the City, including any databases and information systems that are created.
- d. The information contained in this RFQ and attachments, hereto, and any addendum that may be issued, are provided to assist prospective Bidders in the preparation of proposals. The information has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective Bidders.

## **17. Background Investigation Check for Construction Contractors and Sub-Contractors**

Prior to the start of work on any Central Falls Public School site, all construction contractors and other vendors supporting construction projects including but not limited to construction managers, company owners, architects, engineers, specialty contractors, subcontractors and personnel for the same shall be subject to national and state criminal background checks to determine suitability for performing work at a Central Falls Public Schools site. No personnel shall work at a Central Falls Public School construction site that has been identified as a sexual

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predator, convicted of a serious offense or convicted of a crime in the last three years.

The contractor or vendors supporting construction projects shall screen all personnel on the national and state level and/or other appropriate sexual predator database. Contractors and sub-contractors must conduct a sexual predator screening of all personnel. All personnel are required to wear badges with a picture, employees name and name of contractor.

Contractors and other vendors supporting construction projects shall be required to complete the background check and to pay the processing and maintenance fee required for all the appropriate background checks. Contractors should not expect these background checks to be completed by the Central Falls Police Department. Failure to meet policy requirements may result in a stop work order and/or revocation of the contract.

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## Appendix A Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

### Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter a contract with the City of Central Falls. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to the City of Central Falls Purchasing Agent at the location indicated within the bid by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other City locations or which are not present in the City of Central Falls Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission. The City of Central Falls reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the City / Schools.

**SOLICITATIONS.** To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the City of Central Falls will cancel the original solicitation and re-solicit the original offer directly from vendors.

**PRICING.** Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be firm and fixed unless otherwise indicated. (R.I Sales Tax under the 1956 General Laws of the State of RI, 44-18-30 Para 1, as amended.) The city of Central Falls is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

**DELIVERY and PRODUCT QUALITY.** All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The



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contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense. PRICES QUOTED ARE FOB DESTINATION. No additional shipping, handling, or fuel surcharge costs will be honored by the City/ School. Only inside delivery and set-up, where required, will be accepted. TAILGATE DELIVERIES WILL BE REFUSED. Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without an authorized Purchase Order issued by the Purchasing Agent.

**PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS.** Bidders must

comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at [www.dlt.ri.gov](http://www.dlt.ri.gov).

**PUBLIC RECORDS.** Offerors are advised that all materials submitted to the City of Central Falls for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting [www.centralfallsri.gov](http://www.centralfallsri.gov) or appearing in person at Central Falls City Hall, Purchasing Office. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the City's sole option.

**BID SURETY.** Where bid surety is required, for construction/labor services, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered. Contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the State of Rhode Island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled "Labor and Payment of Debts by Contractors".

**SPECIFICATIONS.** Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the City/School) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

**VENDOR AUTHORIZATION TO PROCEED.** When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the City of Central Falls, no claim for payment for services rendered or goods delivered contrary to or more than the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the City PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a

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solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the City's Purchasing Department, shall be considered a binding contract.

**GENERAL TERMS AND CONDITIONS OF CONTRACTS.** This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are incorporated into all the City of Central Falls contracts.

**ARRA SUPPLEMENTAL TERMS AND CONDITIONS.** Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. L. No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**EQUAL EMPLOYMENT OPPORTUNITY.** Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

**PERFORMANCE BONDS.** Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the notice of award.

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**DEFAULT and NON-COMPLIANCE** Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the City of Central Falls.

**COMPLIANCE** Vendor must comply with all applicable federal, state and local laws, regulations and ordinances

**SPRINKLER IMPAIRMENT AND HOT WORK.** The Contractor agrees to comply with the practices of the City/City's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the City of Central Falls.

**PUBLIC COPY.** Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

## **ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

**Offerors must respond to every disclosure statement and submit with your proposal.** A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

\_\_\_1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

\_\_\_2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

\_\_\_3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

\_\_\_4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

\_\_\_5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island

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General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the City of Central Falls may be disregarded and shall not be binding on the City of Central Falls.

\_\_\_6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the City of Central Falls Purchasing Agent in writing of such circumstance.

\_\_\_7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the City of Central Falls Purchasing Agent in writing of such circumstance.

\_\_\_8 I/we certify that I/we understand that falsification of any information herein or failure to notify the City of Central Falls Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

\_\_\_9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

\_\_\_10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the City of Central Falls including the offer contained herein.

\_\_\_11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

\_\_\_12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: \_\_\_\_

\_\_\_13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: \_\_\_\_\_ Bid Number: \_\_\_\_\_ Date: \_\_\_\_\_

# **CITY OF CENTRAL FALLS / CENTRAL FALLS PUBLIC SCHOOLS**

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(Person Authorized to enter into contracts; signature must be in  
ink) (if applicable) Print Name and Title of Company official

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signing offer Telephone Number

## ATTACHMENT D

# COST PROPOSAL FOR QUALITY ASSURANCE CONSTRUCTION INSPECTION AND MATERIALS TESTING SERVICES

### I. SOILS & EARTHWORK

1. **Field Geotechnical Engineer** \$\_\_\_\_\_/hour  
The engineer who will visually inspect the excavated sub-grade, estimate the bearing capacity and/or verify consistency with the test borings from the original geotechnical investigation and verify the suitability of the bearing strata. Once suitability is verified, they will prepare a report of acceptance accordingly.
2. **Soil Compaction & Moisture Content Testing** \$\_\_\_\_\_/hour  
The technician will determine the soil moisture content (ASTM D 3017) and perform field compaction testing in accordance with ASTM D2922 (Nuclear Method) or ASTM D1556 (Sand Cone Method), observe and document the compaction procedures followed and daily report findings to all concerned.
3. **Electronic Nuclear Moisture-Density Gauge** \$\_\_\_\_\_/day  
Usage Charge
4. **Modified Proctor** \$\_\_\_\_\_/each  
4 pt moisture-density relationship (ASTM D1557)
5. **Washed Sieve Analysis** \$\_\_\_\_\_/each  
Includes mechanical analysis and #200 wash (ASTM D422)
6. **Loam Analysis** \$\_\_\_\_\_/each  
Includes organic content, pH, soil texture & classification nutrient along with recommendations for additives to bring nutrient content and pH to satisfactory levels for seeding.

### II. CAST IN-PLACE CONCRETE

1. **Certified Concrete Batch Plant Inspector** \$\_\_\_\_\_/hour  
**(Proof of Inspector's Certification required)**  
Inspector who will review the plant's QC procedures, verify the moisture content and gradation of both the fine and coarse aggregates then confirm adjustments to the batch weights accordingly, view the batching procedure, confirm batch ingredients & proportions and record yardage.
2. **ACI Certified Concrete Field Technician (ACI-CFTT)** \$\_\_\_\_\_/hour  
**(Proof of MCIB or ACI Certification required)**

## ATTACHMENT D

Technician who will sample the fresh concrete (ASTM C172), test the mix for slump (ASTM C143) and air content (ASTM C173), fabricate concrete cylinders ASTM C31); record temperature (ASTM C1064), concrete mix duration, workability, site added water, appearance, placement procedures & location, total yardage placed; and daily report to all concerned. Inspect curing, cold weather protection and hot weather protection procedures.

3. **Concrete Test Cylinders 4" x 8"** \$\_\_\_\_\_/each  
Compressive Strength Test (ASTM C31 & C39) slump (ASTM C143), air content (ASTM C231 or C173), temperature (ASTM C1064) and lightweight concrete unit weight (ASTM C567) for conformance with construction documents
4. **Mix Design Review** \$\_\_\_\_\_/each  
With computer generated analysis & report
5. **Vapor Emission & pH Testing of Concrete Floors** \$\_\_\_\_\_/hour  
Using Anhydrous Calcium Chloride kit \$\_\_\_\_\_/test kit  
(ASTM E 1907 & F 1869)
6. **Determination of Relative Humidity in Concrete Floors** \$\_\_\_\_\_/hour  
Using in-situ probes (ASTM F 2170-11) \$\_\_\_\_\_/probe

### **III. MASONRY**

1. **Field Masonry Inspector** \$\_\_\_\_\_/hour  
Inspector who will monitor grout, and/or mortar proportions, mixing procedure, prevailing temperature & fabricate mortar cubes and/or grout prisms. The Inspector will also monitor work activities for quantity, quality of workmanship and accuracy of placement for compliance to contract documents. Conduct sufficient number of periodic field review of mortar and grout proportioning, mixing and consistency for conformance ACI 530.1. They will also check horizontal and vertical reinforcing steel, installation of control/expansion joints, mortar joints including tooling and filling of head joints, brick to stud anchors, brick wash down procedure, condition of cavity wall, weep holes, and construction of any specialized masonry flashing systems.
2. **IBC Certified Structural Masonry Special Inspector** \$\_\_\_\_\_/hour  
**(Proof of Inspector's Certificate required)**
3. **Laboratory Services**
  - a. Test Concrete Masonry Unit (ASTM C-140) \$\_\_\_\_\_/set  
Evaluation of units to ensure compliance with ASTM C-90 including:  
Measurement, absorption, & compressive strength total for testing a set of 6 units.
  - b. Grout Prisms or cylinders (ASTM C1314) \$\_\_\_\_\_/each
  - c. Strength Test CMU Prisms (ASTM C-1314) \$\_\_\_\_\_/each  
Made by Mason
  - d. Mortar or Non-Shrink Grout Cubes (ASTM C780) \$\_\_\_\_\_/each

## ATTACHMENT D

### IV. STRUCTURAL & REINFORCING STEEL, JOISTS, DECK, STUDS, LIGHT GAUGE METAL FRAMING (LGMF), MISC. METAL, AND NON-DESTRUCTIVE EXAMINATION (NDE)

1. **Formwork & Reinforcing Steel Inspection** \$\_\_\_\_\_/hour  
Detailed visual inspection utilizing the approved shop drawings to insure all of the formwork and reinforcing conforms in all respects to the approved shop drawings and other contract documents including any field cutting or welding of rebar and cold weather protection provisions.
2. **Visual Steel Erection Inspection** \$\_\_\_\_\_/hour  
Of all structural steel components and/or connections to include torque testing of any bolted connections, witnessing of impact wrench calibrations by a Skidmore Wilhelm Torque Tension Gauge, inspection of steel joist and/or trusses, steel deck, shear studs, light gauge metal framing & shear wall fasteners, misc. metals (such as steel pan stairs & railings), curtain wall framing, metal wall panels or veneers and any pre-cast connections.
3. **AWS Certified Welding Inspector** \$\_\_\_\_\_/hour
4. **Nondestructive Examination** \$\_\_\_\_\_/hour  
Of any field weldments by an ASNT Certified Level II Technician to include:
  - a. Ultrasonic Evaluation of full penetration welds
  - b. Magnetic Particle or Dye Penetrant evaluation of fillet welds.

### V. SPRAY FIREPROOFING

1. **ICC Certified Fireproofing Inspector** \$\_\_\_\_\_/hour  
**(Proof of Inspector's certification required)**  
To perform an evaluation of the Sprayed-on Fireproofing for proper coverage, thickness & density (ASTM E-605) and adhesion (ASTM E-736).
  - a. Adhesion Test \$\_\_\_\_\_/each
  - b. Density Test \$\_\_\_\_\_/each

### VI. FIRESTOPPING

1. **ICC Certified Fireproofing Inspector** \$\_\_\_\_\_/hour  
**(Proof of Inspector's certification required)**  
To perform an evaluation of the Sprayed-on Fireproofing for proper coverage, thickness & density (ASTM E-605) and adhesion (ASTM E-736).
  - a. Certification of method and type of application for Opening and rating required and in compliance with FM/ UL criteria \$\_\_\_\_\_/each



## ATTACHMENT D

### VI. BUILDING ENVELOPE (ROOFING, AIR/VAPOR BARRIER, SIDING, WATERPROOFING, WINDOWS, STORE FRONT & CURTAIN WALLS)

1. **Visual Inspection of Building Envelope Components** \$\_\_\_\_\_/hour  
An experienced Technician who will check all materials and procedures for strict conformance to project specifications. The technician will inspect application of roofing, curtain wall, air barrier systems, flashings, waterproofing, thermal & sound insulation, waterproofing, caulking and/or other joint sealants and will prepare a daily report recording weather conditions and all work performed that day along with any deficiencies noted.
  
2. **Applicable Field Testing:**
  - a. **Air and Water Infiltration Test** \$\_\_\_\_\_/day  
(ASTM E 783 and ASTM E1105)  
Includes all testing equipment and a 2-person crew. Field determination of air infiltration and water penetration of installed exterior windows, curtain walls and doors by uniform or cyclic static air pressure difference. Note: Any carpentry needed to field fabricate any specialized wooden test chambers is to be supplied by the GC.
  
  - b. **Water Leakage Check (AAMA 501.2)** \$\_\_\_\_\_/hour  
Utilizing a 2-person crew. Field hose test on metal framed windows & curtain walls.
  
  - c. **Air Leak Testing (ASTM E1186 4.2.6)** \$\_\_\_\_\_/day  
Smoke test, 2-person crew on air/vapor barrier assemblies.
  
  - d. **Air Leak Testing (ASTM E1186 4.2.7)** \$\_\_\_\_\_/hour  
1-person crew for testing of seams & fastener penetrations on the air/vapor barrier utilizing a vacuum leak detection unit.
  
  - e. **Air/Vapor Barrier Adhesion Pull Test** \$\_\_\_\_\_/hour  
(ASTM D4541)
  
  - f. **Joint Sealant Adhesion Pull Test** \$\_\_\_\_\_/hour  
(ASTM C1193)
  
  - g. **Infrared Thermal Scan** \$\_\_\_\_\_/day
  
  - h. **Fastener pull-out test** \$\_\_\_\_\_/hour  
SPRI FX-1
  
  - i. **Heat Welded Seam Testing** \$\_\_\_\_\_/hour
  
  - k. **Roof Drain Testing** \$\_\_\_\_\_/hour

## ATTACHMENT D

### VII. BITUMINOUS ASPHALT

1. **NETTCP Certified Bituminous Field Technician** \$\_\_\_\_\_/hour  
**(Proof of Inspector's Certificate required)**  
Field Technician who will make certain that the preliminary paving surface is properly prepared for paving, check the delivery temperature of the mix, inspect the paving and rolling operation, check the pavement thickness and determine in place density in accordance with ASTM D-2950 utilizing a nuclear density gauge.
2. **Thickness Evaluation and/or coring of Pavement Mixture Field**  
Specimens for lab analysis (in accordance with ASTM D-3549)
3. **Laboratory Tests**
  - a. Preparation of Marshall Specimens \$\_\_\_\_\_/each set  
(AASHTO T245)
  - b. Bulk Specific Gravity of Mixtures \$\_\_\_\_\_/each  
(AASHTO T166)
  - c. Theoretical Maximum Specific Gravity \$\_\_\_\_\_/each  
(AASHTO T209)
  - d. Extraction of Bitumen from Mix & Gradation \$\_\_\_\_\_/each  
(AASHTO T164)

### VIII. MISCELLANEOUS

1. **QA/QC Consultant Services or research (if needed)** \$\_\_\_\_\_/hour
2. **Registered Professional Engineer/Special Inspection Coordinator (if needed)**  
\$\_\_\_\_\_/hour
3. **Cross Trained QA/QC Inspector (full time)** \$\_\_\_\_\_/hour  
(One Dedicated Technician to perform multiple inspection disciplines including Soil Comp, Rebar, Concrete, Masonry & Bit Asphalt & Bldg Envelope Inspection and/or Testing)
4. **Mileage Expense to/from site per trip** \$\_\_\_\_\_/trip
5. **Round Trip Travel time per site visit** \$\_\_\_\_\_ hours/trip
6. **Transportation of samples from the site to laboratory** \$\_\_\_\_\_/trip
7. **Normal turnaround time for lab results is X working days from date received.**
  - a. Requested "Rush" Laboratory Results will be charged at:  
24 hour turnaround time (or less) = regular rate x ( )  
24 to 48 hour turnaround time = regular rate x ( )
8. **Overtime rate (over 8 hours on site)** Base Rate x \$\_\_\_\_\_  
2nd shift rates Base Rate x \$\_\_\_\_\_

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3rd shift rates

Base Rate x \$ \_\_\_\_\_

Saturday Rate

Base Rate x \$ \_\_\_\_\_

Sunday/Holiday Rate

Base Rate x \$ \_\_\_\_\_

Hourly rates assume a 4-hour minimum per site visit. Travel time is to be billed @ straight time rate (not OT rate). Inspectors will be required to sign in and out at the Owner's Project Representative's office to verify time spent on site. No additional time will be permitted to be billed for daily report preparation or for review of reports by Supervisor or P.E. Rates include all phone calls, report distribution to 4 parties and all other miscellaneous charges.