



HONORABLE MARIA RIVERA
Mayor, City of Central Falls

REQUEST FOR BIDS

**Concession/Bathroom Building Upgrades
at Macomber Stadium, High Street Field,
& River Island Park**

CONTRACT NO. 2023-0002

Issue Date: January 10, 2023
Bid Number: 2023-0002

There will be a pre-bid meeting at 9:00 a.m.
on January 17, 2023, at Macomber Stadium

The submission deadline for proposals is
January 30, 2023, at 2:00 p.m.

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TABLE OF CONTENTS

Section 1	The Offering
Section 2	Instructions
Section 3	Bid Contents
Section 4	Form of Bid
Section 5	Submission of Bids
Section 6	Building Permits and Fees
Section 7	Rhode Island Sales Tax
Section 8	Federal Excise Taxes
Section 9	Qualifications of Bidders
Section 10	Addenda and Interpretations
Section 11	Indemnification and Hold Harmless
Section 12	Property Lost, Damaged or Destroyed
Section 13	Evidence of Insurance
Section 14	DBE Goal
Section 15	Terms and Limitations
Appendix A	Response Form
Appendix B	General Conditions
Appendix C	Proposal
Appendix D	General Wage Rate Decision Davis Bacon
Appendix E	Performance & Pay Bonds General Provisions
Appendix F	General Provisions

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Concession/Bathroom Building Upgrades- Macomber Stadium, High Street Fields, River Island Park - CONTRACT NO. 2023-0002

1.THE OFFERING

The City of Central Falls ("City") seeks qualified contractors ("Respondent") to make improvements on the bathroom facilities at Macomber Stadium, the High St. ballfield, and River Island, Central Falls, RI.

The work to be performed varies by building and may include exterior work such as roofs, soffit or ridge repair, door repair, concession counter repair and general cleaning of the exterior of the building. Interior work may include, but is not limited to:

- Plumbing installation, toilets, or toilet repair
- Sinks
- Mirrors
- Painting the walls
- Resurfacing Floors
- Fixing the Ceilings
- Possibly fixing plumbing issues
- Light fixtures
- New Doors
- Handicap accessible into the restroom and into one of the stalls.

Required work per building will be identified at pre-bid meeting.

Bids must include labor, material, and equipment necessary to renovate the buildings.

The selected contractor must agree to commence work on bathrooms within seven (7) days from issuance of the Notice to Proceed, with the expectation that the bathroom upgrades will be completed by the end of May 2023.

The City reserves the right to accept or reject any or all bids or any portion of the bids for any reason.

2. INSTRUCTIONS

Respondents to this request for bids must submit their proposals no later than January 30th, 2023, at 2:00 p.m. An official authorized to bind the Respondent to the provisions of its response must sign the Response Form. The City will review all responses and reserves the right to accept or reject all responses.

Sealed bids will be accepted in the City Clerk's Office, City Hall, 580 Broad Street, Central Falls, Rhode Island, until the time indicated, for the commodities, equipment or services listed in the specifications. The date and time of the public opening of bids will be posted as an addendum to this bid on the City's website (www.centralfallsri.us/purchasing) by the close of business on January 30th, 2023.

Bid must be submitted in a sealed envelope and addressed to:

**City of Central Falls
City Clerk
580 Broad St.
Central Falls, RI 02863**

The envelope must include the name and address of the Respondent and the lower left corner of envelope must contain the following identification: SEALED BID, CONCESSION/BATHROOM BUILDING UPGRADES – CONTRACTNO. 2023-0002. **All bids must be received by 2:00 p.m. in the City Clerk's Office on Monday January 30th, 2023. NO BIDS WILL BE ACCEPTED AFTER 2:00 p.m.**

PRE-BID MEETING:

A pre-bid meeting will be held on site at Macomber Stadium, 964 High Street, Central Falls, at 9:00 a.m. on Tuesday, January 17th, 2023. Attendees should meet at the entrance to the field. Access to the bathrooms will be provided. We will then walk over to high street field at 9:30am, then drive over to River Island Park at 10am.

QUESTIONS AND COMMENTS:

All questions regarding this RFP must be submitted in writing to the Central Falls Planning Department no later than 12:00 p.m. on Friday January 20th, 2023. Questions received after that time will not be addressed. Questions should be emailed to emiller@centralfallsri.us . ANY UNSOLICITED COMMUNICATIONS BETWEEN THE RESPONDENT'S FIRM OR ITS AGENTS AND THE CITY MAY RESULT IN FIRM'S DISQUALIFICATION FROM THE SELECTION PROCESS, AS DETERMINED BY THE DISCRETION OF THE CITY OR ANY CITY BOARD OR COMMISSION. All submitted questions and the City's written response to each will be available as an addendum that will be posted to the City's website (<https://www.centralfallsri.gov/rfps>) on or before 12:00 p.m. on Monday January 23, 2023. No question received thereafter will be considered. Potential proposers are responsible for accessing the addendum on the website or by contacting the Central Falls Planning Department at emiller@centralfallsri.us to request a copy of the addendum. Proposers must acknowledge receipt of all addenda on the City proposal form which will be submitted with the proposal package.

SELECTION METHOD:

- Basic costs presented in the Bid Proposal.
- Demonstrated experience in the type of work required. (See Reference and Statement of Bidder's Qualifications forms in **Appendix A** of this document to be submitted with the bid.)
- Record of firm in accomplishing work on other similar projects in required time frame.
- Company background, experience and expertise of the owners/principals and the potential Project Manager/Construction Superintendent.

The contract, if awarded, will be made to the lowest qualified Bidder meeting specifications unless the City determines that the public interest will be better served accepting a higher Proposal. For purposes of this award, the lowest qualified Bidder meeting the specifications of the City's determination of the public interest will be construed as the lowest evaluated and responsive Bidder.

3. BID CONTENTS

The following are the elements that should be included in responses to the bid. Please provide responses in the order presented in this section

A. Cover Letter/Statement of Qualifications

The cover letter should introduce the Respondent and address their interest for the project. The cover letter should include a narrative describing the contractor: the type of services provided, the location of its operations, the number and location of employees, etc. The cover letter should describe major upcoming projects and likely availability to complete additional projects.

B. Response Forms

All forms included in Appendix A must be filled out completely, signed by the Respondent, and included in the bid response. Note that a Bid Bond (see Item 5 g., below), Performance Bond, Payment Bond, and Evidence of Insurance (see item 13, below) must be included with the Response Form.

C. Proposal

A lump sum amount for the work described in the technical specifications and plans is to be provided using the form in Appendix C. Unit pricing for potential additional work and add alternate items must also be provided in the same form.

4. FORM OF BID

Bids shall be submitted with one Original, 4 Copies, and one electronic copy on a USB drive with supplemental information, drawings, warranties and other required documentation, literature, and material to be provided, with the bid.

5. SUBMISSION OF BIDS

Envelopes containing bids must be sealed and addressed to the Purchasing Agent, City Hall, 580 Broad Street, Central Falls, RI 02863, and the lower left corner of the envelope must contain the following identification: SEALED BID, CONCESSION/BATHROOM BUILDING UPGRADES AT MACOMBER STADIUM, HIGH STREET FIELD, RIVER ISLAND PARK – C O N T R A C T N O. 2023-0002.

- A. The date and time of the public opening of bids will be posted as an addendum to this bid on the City's website (www.centralfallsri.us/purchasing) by the close of business on January 30th, 2023.
- B. It is the Bidder's responsibility to see that their proposal is delivered within the time and at the place prescribed.
- C. Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will attach to any officer or person at the City of Central Falls for the premature opening of a proposal not properly addressed and identified as a bid.
- D. Any bidder may withdraw their bid personally or by written request at any time prior to the advertised time for opening.
- E. Telephonic or oral bids, amendments, or withdrawals will not be accepted.
- F. 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.
- G. Unless otherwise specified, no bid may be withdrawn for a period of sixty (60) days from time of bid opening.
- H. Any proposal received after the time and date specified shall not be considered; even if it is determined by the City that such non-arrival before the time set for opening was due solely by a delay for which the vendor is not responsible.
- I. Any deviation from the specifications must be noted in writing and attached as a part of the bid. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.
- J. Specifications shall be made a part of any contract by and between the City of Central Falls and the bidder.
- K. If the estimated cost of the article or labor and materials is \$50,000.00 or more, the successful bidder must provide, within 7 days of notification of the successful bid, a performance bond of an approved surety company in a sum equal to the estimated contract price which bond shall be conditioned upon the full and faithful performance of the contract. It shall provide further, that in the event the bidder fails or neglects to execute the contract or deliver the bond, the contract shall be null, and void and the bond shall be retained by the City as liquidated damages for the delay and expense caused by the abandonment of the contract.
- L. Each bid must be submitted on the prescribed form. All blank spaces for the bid prices must be typewritten in both words and figures. In the event that there is a discrepancy in the Bid Proposal between the lump sum or unit prices written in words and figures, the price written in words will govern.
- M. The prices quoted and conditions stated on this bid shall be firm and final. Any correspondence or

notations accompanying this bid, changing any prices or items, may subject the bid to being rejected at the sole discretion of the City of Central Falls (herein referred to as the City).

- N. All costs for product material delivery must be included as part of the unit pricing as listed in the bid proposal. The quantities listed are for estimating purposes only of the work to be performed. It will be the responsibility of the Bidder to familiarize themselves with the proposed work and the site conditions. Upon the evaluation of all bid proposals, the City of Central Falls reserves the right to increase or decrease the actual amount of work requested based on the unit prices quoted to accommodate the available project funding.
- O. The City of Central Falls reserves the right to award a contract based on the total of the "Base Bid" items in part or in total with any or all work items to fit the City's project budget for funding or that is in the best interest of the City. Upon contract award, the City may add the Add Alternate to the selected bidder in part or in their entirety to fit the City's project budget.
- P. When applicable, the bidders' attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, rules and regulations and lawful orders of all public authorities having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss - including wages of the crafts doing the work - shall prevail; and they will be deemed to be included in the contract, the same as though herein written out in full.
- Q. The City of Central Falls reserves the right to accept or reject, without prejudice, any, or all proposals or to waive any irregularities therein, or to accept the bid deemed to be in the best interest of the City.
- R. In awarding the contract, the City of Central Falls may consider all aspects including, but not limited to quality, availability of product, references, and cost.
- S. The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. The prices bid must be exclusive of taxes and will be so construed.
- T. The City of Central Falls reserves the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.

6. BUILDING PERMITS AND FEES

Permits are required for the commencing and completion of the work.

7. RHODE ISLAND SALES TAX

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

8. FEDERAL EXCISE TAXES

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

9. QUALIFICATIONS OF BIDDERS

Contractors shall submit a statement or list of work demonstrating at least five (5) years' experience. 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. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder or sub-bidders fail to satisfy the Town that they are properly qualified to carry out the obligations of the contract and to complete the work.

Please supply at least three references, complete with name of contact and phone number from recent clients that bidder has performed similar work within similar prescribed timeline deadlines.

See Appendix A of this document for Reference and Statement of Bidder's Qualifications forms.

11. ADDENDA AND INTERPRETATIONS

Any Addenda will be issued by 12:00 p.m. Friday January 20, 2023, answering all questions from the pre-bid meeting. No interpretation on the meaning of the plans, specifications or other contract document will be made to any bidder orally. Every request for such interpretations should be in writing addressed to the City of Central Falls, Office of the Purchasing Agent, 580 Broad Street, Central Falls, RI 02863 and to be given consideration must be received by the Pre-Bid meeting.

12. PROPERTY LOST, DAMAGED OR DESTROYED.

Any property or work to be provided by bidder will remain at the bidder's risk until written acceptance by the City of Central Falls and the bidder will replace, at bidder's expense, all property or work lost, damaged, or destroyed by any cause whatsoever.

13. EVIDENCE OF INSURANCE

A policy of auto, general liability and property damage insurance shall be attached hereto, covering all work performed under a contract between the City and bidder, naming the City as an additional insured shall be made part of any contract between the City and bidder in an amount of not less than \$1,000,000 for projects in excess of \$500,000. A policy of professional liability or errors and omissions insurance covering all work performed under any contract between the City and bidder naming said bidder shall be attached hereto. A copy of workers compensation insurance policy shall be attached, if required by Rhode Island law for this bid and covering all work to be performed under any contract between the City and bidder naming the bidder as insured shall be attached hereto. The City, upon award of bid, will request verification from the insurance company to ensure that the agent has properly notified the company and that coverage has been bound. The minimum acceptable coverage is as follows:

Commercial General Liability

\$ 1,000,000 Each Occurrence

\$ 2,000,000 General Aggregate

\$ 1,000,000 Products and Completed Operations Aggregate

\$ 1,000,000 Personal & Advertising Injury

Business Automobile Insurance

\$ 500,000 Combined single Limit Liability Insurance

The company providing insurance and bonds shall be a duly authorized insurance company with a rating of or greater than "A-" as rated by the A. M. Best Co., must be listed on Department of Treasury Circular #570, and which is satisfactory to the City of Central Falls (herein called the "City") and authorized to do business in the State of Rhode Island.

14. DBE GOAL

The bidder shall include a plan for meeting the goal that a minimum of 10% of the value of the bid will be completed by State-of-Rhode-Island-certified Disadvantaged Business Enterprises (DBE's). The successful bidder must indicate the DBE's it intends to utilize to achieve the above-stated percentage prior to award of the contract. While the dollar value of this project has not been determined, the selected respondents are still responsible for achieving this goal.

15. TERMS AND LIMITATIONS

The issuance of this request for bids, the submission of a response by any Respondent, or acceptance of such response by the City do not individually or collectively obligate the City in any manner. The City reserves the right (1) to amend, modify, or withdraw this request for bids, (2) to revise any requirements of the request for bids, (3) to require supplemental statements or information from any Respondent, (4) to accept or reject any or all responses, (5) to extend the deadline for submission of responses, (6) to negotiate or hold discussions with any Respondent and to waive defects and allow corrections of

deficient responses, and (7) to cancel this request for bids, in whole or in part, if the City deems it in their best interest to do so. The City may exercise these rights at any time without notice and without liability to any Respondent for their expenses incurred in the preparation of the responses. The City does not assume any liability for any pre-contractual activity and/or costs incurred by the Respondents to this request for bids and reserves all its rights in law and equity with respect to this request for bids.

All submissions become the property of the City. The City shall be entitled to retain and use for the project without compensation to any Respondent any information submitted, including, but not limited to, any concept, element, or idea (including financial structures) disclosed in or evident in the submission or meetings or interviews with Respondents. The City believes the information in this request for bids is accurate, but the City makes no warranties to such accuracy and assumes no responsibility for errors or omissions contained herein.

The City shall be the sole decision maker of whether a response complies with the requirements of the request for bids and whether responses have merit. Nothing contained in this request for bids shall limit the City in its selection of entities to be invited to respond to future solicitations for this project or future projects, nor limit the City's discretion in any way in formulating and adopting a development plan for the site. Submission of a response to this request for bids by any Respondent constitutes Respondent's permission and consent to inquiries by the City concerning the Respondent and its ability to undertake the development project, including checking references, credit checks, and similar investigations.

It is the policy of the City to comply with all municipal, state, and federal laws, policies, orders, rules, and regulations, which prohibit unlawful discrimination.

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CITY OF CENTRAL FALLS

**CONCESSION/BATHROOM BUILDING UPGRADES
CONTRACT NO. 2023-0002**

APPENDIX A

Bid Response

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**CONCESSION/BATHROOM BUILDING UPGRADES- MACOMBER, HIGH STREET
FIELD, RIVER ISLAND PARK
CONTRACT NO. 2023-0002**

RESPONSE FORM

TO: THE CITY OF CENTRAL FALLS

From: _____

- References:**
The following references are provided (include below or attach a separate list):

Business	Contact Name	Address	Phone	Email

- Statement of Qualifications** (see form below, attach to this Response Form)
- Bid Bond** (see form below, attach to this Response Form)
- Evidence of Insurance** (attach to this Response Form)
- Federal and State Forms included in Appendices A and B** (attach to this Response Form)
- Performance & Pay Bonds** (see Appendix E. attach to this Response Form)
- The undersigned agrees that:**
- The undersigned has not entered any collusion with any person in respect to this proposal or any other proposal or the submitting of a response to this bid.
 - The undersigned has reviewed the existing conditions of the site and believes the below bid is sufficient to complete the scope of work
 - The undersigned will, if selected, act in good faith to complete projects as part of this effort in an expeditious manner.
 - The undersigned has had no judgements against it in the past two (2) years. If the undersigned has judgements, please elaborate here:

This bid includes Addendum(s) _____

Contact Person: _____

Telephone: _____

Email address: _____

Authorized Signature: _____

Name: _____ Title: _____

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**CITY OF CENTRAL FALLS
CONCESSION/BATHROOM BUILDING UPGRADES
CONTRACT NO. 2023-0002**

STATEMENT OF BIDDER'S QUALIFICATIONS

Separate statements shall be submitted by the bidder with his/her proposal for Him/herself, the Designer, the Construction Contractor, and for major design or construction subcontractors. All questions must be answered completely. The date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached pages keyed into this form. The bidder may submit any additional information he/she desires.

1. Name of Bidder _____
(Proper Name First)

2. Contact Person / Title _____

3. Permanent Main Office _____
Address

4. Telephone & Email _____

5. When / State organized _____

6. If a Corporation, When
Incorporated _____

7. How many years have you been engaged in the contracting business under your present firm or
trade name?

8. State your current contracts in-hand. (Schedule the contracts showing amount of each contract and
the appropriate anticipated date of completion.)

STATEMENT OF BIDDER'S QUALIFICATIONS
Page 2

9. Will your firm be the Bidder, Designer, Construction Contractor, or Design or Construction Contractor for this project?

10. State the general character of work performed by your Company:

11. Have you ever failed to complete any work awarded to you? _ If so, where and why:

12. Have you ever defaulted on a contract?
_____ If so, where, and why?

13. List the more important projects recently completed by your Company, stating the appropriate cost for each, and the month and year complete:

Projects	Cost	Completion Date
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14. List the major equipment your Company has available for this project:

STATEMENT OF BIDDER'S QUALIFICATIONS

Page 3

15. List the names of projects, owners, architects, contract amounts, dates of completion, and percent of work accomplished with own forces which have been completed within the last five (5) years (or projects etc. which a partner or officer, while associated with another organization, was primarily responsible for):

Project Location	Owner	Architect	Contract \$	Date Comple ted	contact Person/ Phone
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16. List the background and experience of all principal members of your organization: Name
Background / Experience

17. State your firm's particular qualifications, services, etc. for completing the project on-time within the project's program:

STATEMENT OF BIDDER'S QUALIFICATIONS
Page 4

18. Based on your knowledge of construction and the Owner's program for the project indicate a project completion date:

19. Credit Available:

20. Give bank reference:

21. Will you, upon request, complete a detailed financial statement and furnish any other information requested by the Owner?

22. The Bidder hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this:

23. The Bidder Duns Number (Required) _____

STATEMENT OF BIDDER'S QUALIFICATIONS,

Dated this _____ day of _____, 20 _____

Name of Bidder _____

By (signature) _

By (printed name) _____

Title _____

State of _____

County of _____

Subscribed and sworn before me this _____ day of _____, 20 _____

(Title)

My Commission expires _____

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Project: Concession/Bathroom Building Upgrades – CONTRACT NO. 2023-0002

Limits:

City/Town: Central Falls

County: Providence

Submitted By: _____

Address: _____

Name of Surety: _____

Total Bid: _____

(BIDDER MUST FILL IN ALL ABOVE SPACES)

The basis of award of the Contract will include the total bid for all quantities of work in the proposal subject to review and correction as provided for in the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction and Standard Details.

NOTE: The State of Rhode Island Standard Specifications for Road and Bridge Construction and Standard Details consists of the following:

- The Rhode Island Standard Specifications for Road and Bridge Construction, March 2018, with all revisions.
- The Rhode Island Standard Details, 1998 Edition, with all revisions.
- The Rhode Island Bridge Standard Details, 2010 Edition, with all revisions.
- City of Providence Standard Details when specified
- The Division of Purchases Procurement Regulations Adopted December 2010.

DEPARTMENT OF ADMINISTRATION RI STATE EQUAL OPPORTUNITY OFFICE
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE OF COMPLIANCE

The undersigned contractor agrees and certified that it is in compliance with applicable requirements of Federal Executive Order #11246, as amended - Certification of Non-Segregated Facilities, State of Rhode Island General Law 28-5.1-10, and other regulations as issued by the Rhode Island Economic Development Corporation, as set forth below, or will take steps to comply with such requirements prior to acceptance of any contract from the State of Rhode Island.

EQUAL OPPORTUNITY CLAUSE

- A. The contractor will not discriminate against any employee or applicant for employment because race, age, handicap/disability, 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, age, handicap/disability, color, religion, sex, national origin, or veteran status.
- B. The contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap/disability, color, religion, sex, national origin or veteran status.
- C. The contractor agrees to obtain Compliance Certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00.

NOTICE TO ALL CONTRACTORS

If it should be determined by the RI State Equal Opportunity Office that any contractor doing business with the State of Rhode Island 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 State Equal Opportunity Office will notify the Rhode Island Economic Development Corporation, who shall have the authority to have the contract revoked and all contractual obligations of the State dealing with the contract in question will be null and void.

SIGNATURE AND TITLE:

PRINT NAME:

COMPANY: _____ DATE: _____

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CITY OF CENTRAL FALLS

**CONCESSION/BATHROOM BUILDING UPGRADES
CONTRACT NO. 2023-0002**

APPENDIX B

General Conditions

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GENERAL CONDITIONS

See also the General Conditions provided in the Technical Specifications.

This project shall follow the State of Rhode Island Standard Specifications for Road and Bridge Construction

Note: The State of Rhode Island Standard Specifications for Road and Bridge Construction consists of the following:

- The Rhode Island Standard Specifications for Road and Bridge Construction, Amended March 2018, with all revisions and compilations.
- The Rhode Island Standard details, 1998 Edition with all revisions and updates.
- The Rhode Island Bridge Standard details, 2010 Edition with all revisions.

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the City. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

Summary of Contract Dates:

Bid Opening: To be posted as an addendum on the city's website.

Pre-Bid Meeting: **January 17th, 2023**

All questions from Bidders must be submitted to the city no later than January 20th, 2023

The Bidder will guarantee that the work will begin within seven (7) calendar days from the "Notice to Proceed."

The project for all buildings is to be completed by the end of May 2023.

The Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction, including latest revisions, addenda and compilations shall be referenced by these specifications as the "Standard Specification" or "Specifications". If two details or specifications are similar, the City detail shall take precedence unless directed otherwise by the City.

In various places of the specifications and bid package, the words "State", "Department", "Owner", and "Engineer" are intended to mean the "City of Central Falls" or its assigned representative.

The Contractor shall comply with all funding source requirements.

The "City of Central Falls" will be providing construction project administration and will be in charge of the work and will make all decisions in its own behalf. A representative of the City may be present during the work and will inspect this project at completion.

For the work, any field engineering or survey layout, etc. is the responsibility of the Contractor. The Contractor shall be responsible to verify if basement vaults extend under the sidewalk to be repaired or installed. Any damage to underground basement vaults shall be repaired by the Contractor at no additional expense to the City. The Contractor shall avoid damage as a result of their operations to existing sidewalks, streets, curbs, pavements, utilities, adjoining property, trees etc. and shall at his own expense completely repair any damage thereto caused by his operations. Restoration of damaged trees will be determined by the City and may include monetary damages and/or replacement of affected trees. The Contractor shall conform to all requirements of the Department of Public Works, General Street Closing & Emergency No Parking Signs Posting Permit Guidelines.

All traffic control, including cones, barricades (except drum barricades), temporary traffic control signs and detour signs shall be considered incidental to the work, with no additional payment by the City. Work zones must be signed in accordance with the Manual on Uniform Traffic Control Devices.

The Contractor shall provide notice to abutters at least 24 hours before sidewalk or driveway work will be performed. When installing cement concrete driveways, the Contractor shall provide at least 48 hours' notice that the driveway will be inaccessible while grading, forming, pouring, and curing.

The notices shall state the Contractor's name, a statement that the Contractor is working for the City of Central Falls, a contact name and phone number for the contractor and the date and time that the driveway will be accessible. The Contractor shall remove all warning tape and stakes when the driveway is accessible. The Contractor shall also coordinate with the City Parking Administrator when residents are displaced during a driveway pour. The Parking Administrator will coordinate with the Central Falls Police Department to allow for overnight street parking.

SECTION 100.9902 SCHEDULE OF SALARIES AND WAGES

The rates of payment of wages, obligations and charges for labor by the contractor shall be not less than those shown on the current schedule of customary and prevailing rates of wages supplied by the United States Department of Labor, in accordance with R.I. General Laws Sec. 37-13-1 et seq. As amended). Current wage rates may be obtained at the following website: <https://www.wdol.gov/dba.aspx>

105.21 GENERAL SEQUENCE OF WORK

Sequence and scheduling of the Work shall be submitted to the Contractor by City. The City reserves the right to indicate the sequence of work prior to construction.

105.22 COORDINATE WITH UTILITY COMPANIES

The Contractor shall notify the affected Utility companies at least fourteen (14) calendar days prior to commencing work in the location of the respective utility.

The purpose of this advanced notification is to allow the utility company ample time to adjust, reconstruct or reset utility features within the influence of the Work of the roadways and sidewalks scheduled for construction.

105.23 COORDINATE WITH LOCAL PUBLIC AGENCY'S MATERIALS AND METHODS TESTING

Concrete, asphalt, and soils testing will be tested randomly as determined by the Engineer. The concrete testing will be performed by the Owners selected Testing agency and/or the Engineer. Costs for testing will be borne by the Owner. Concrete and asphalt not meeting the requirements of the specification and/or the approved shop drawings (mix design) will be rejected.

The Contractor shall provide the Engineer 48 hour notice for testing materials and methods.

The Contractor shall cooperate with the Local Public Agency's selected testing agency and all others responsible for testing and inspecting the Work.

Authorized representatives performing the testing shall always have access to the Work and at all locations where the Work is in progress. The Contractor shall provide facilities for such access to enable the personnel to perform their functions properly.

All specimens and samples for testing, unless otherwise provided in the Contract Documents shall be taken by the testing personnel.

With the exception of some testing to be performed by the Engineer all sampling equipment and personnel will be provided by the testing laboratory.

All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

Concrete and bituminous mixes will be subject to inspection and testing at the mixing plants and at the locations of installation for compliance with quality requirements.

105.24 SECURITY

The Contractor shall provide security personnel for all work and materials which will otherwise be unattended during cure time or while the site is unattended during non-working hours. All work damaged during this cure time or unattended time shall be removed and reconstructed at the Contractor's expense.

105.25 DISPOSAL OF MATERIAL

The disposal of any excess or unsuitable material including earth, pavement, debris from demolished structures of all types, vegetative matter and any other material either found on the work site or brought to the site by the contractor or subcontractors will be in accordance with all applicable local, State and Federal laws. The following procedures will be encountered during the prosecution of work:

1. Under no circumstances will any material be deposited in a freshwater or coastal wetland or regulated areas. The Contractor must obtain the permission of the Engineer prior to on site disposal of material.
2. The off-site disposal of any material will be allowed only by written permission of the property owner upon whose property the material is to be deposited. The Contractor must furnish a copy of said written permission.
3. For all off-site disposal areas, it will be the Contractor's responsibility to obtain the approval of the Department of Environmental Management, the Coastal Resources Management council, and any other governmental agency as necessary.

The above procedures will be performed by the Contractor at no additional cost to the Agency or City. Under these procedures, the Contractor retains all responsibilities and liabilities under City, State and Federal laws for violations resulting from disposal of material from the project and will defend and hold the Agency and City harmless there from.

Removal and disposal of the Asbestos Cement materials shall be according to all current City, State and Federal regulations.

105.26 "DIG SAFE" LAW

The Contractor shall comply with the Rhode Island General Law, Chapter 39-1.2, "Excavation Near Underground Utility Facilities" which became effective on July 1, 1984.

Before commencing with the construction of any work, identify any water main, gas main, telephone duct, electric duct, and/or other utility present which is or could be in conflict with the proposed work. Relocation of the affected utilities shall be done as directed by the Local Public Agency and in accordance with the requirements of the corresponding utility company.

The attention of the Contractor is directed to the fact that certain utility companies may not fall under the provisions of "DIG SAFE". Individual utility company notifications by the Contractor shall be necessary to insure proper notification and protection of all existing utilities affected by this Contract. This includes, but is not limited to City assets.

105.27 CONSULTANT

A firm may be hired by the Local Public Agency to provide Inspection Services and the associated Contract Administration for individual portions of the Project and refers to any one or combination of employees of the Consultant such as Project Manager and Inspector. The Consultant will perform the majority of the duties assigned to the "Engineer" in these Contract Documents.

105.28 PROGRESS MEETINGS

The Engineer will schedule and administer progress meetings and specially called meetings throughout

the duration of the Work if deemed necessary by the Engineer.

The time and location of such meetings shall be designated by the Engineer and shall be convenient for all parties involved.

The Engineer will, prepare agenda with copies for participants, preside at meetings, records minutes, and distribute copies to participants, and those affected by decisions made.

105.29 CONTRACTORS WORKING HOURS

Work shall be performed during normal business hours, Monday through Friday, 7:00 AM- 5:00PM. Some jobs may require the Contractor to work outside normal business hours. In this event, the Contractor may request to work on Saturdays and Sunday or during the night, only with approval by the City. Such restrictions shall not be the basis for damages or claims against the City.

The Contractor's attention is also directed to the fact that it may be deemed necessary to perform various items of work during off-peak traffic hours, during early morning or late at night. The City will dictate these special conditions prior to awarding work to the Contractor.

The Contractor shall not be entitled to any additional compensation from the City for any expenses including premiums on labor that may be incurred by change of working hours and/or scheduling.

105.21 DRIVEWAY PERMITS

The Contractor shall not begin work on any new driveway until the required driveway permit is in place.

The Contractor will coordinate the schedule of driveway work with the Engineer to allow for the application process and procurement of the required permits. The Local Public Agency will provide and pay for the driveway permits.

105.33 CITY FORESTER

The Contractor shall be required to have all proposed tree work, which includes as a minimum all trimming, root pruning, tree removal, tree planting or tree well work approved by the City Forester.

The Contractor's attention is directed to the requirement that all sidewalks are to be a minimum of 36-inches wide, and the City Forester is to be notified when that minimum width cannot be met due to interference with an existing tree.

The Contractor shall coordinate the scheduling of the City Forester with the Engineer. The Engineer shall be present during the City Forester evaluation and document the outcome.

105.35 SCHEDULE OF VALUES

Within 14 calendar days of the date of the executed Contract, the Contractor shall submit a list detailing the breakdown of any lump sums bid for review and concurrence by the Engineer. This list will be used by the Engineer as a guide in approving estimates for payment. The list shall be an accurate representation of costs required to complete the Work in accordance with the Contract Documents.

A schedule (cash flow) of the monthly value of work done based on the Progress Schedule shall be submitted within 14 calendar days of the date of the executed Contract. The schedule shall show the total sum of work done for each month of the projected construction period and shall be updated monthly to reflect the actual amount requisitioned for payment.

105.37 BITUMINOUS AND PORTLAND CEMENT CONCRETE

Bituminous and Portland cement concrete shall only be supplied from a RIDOT approved plant.

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CITY OF CENTRAL FALLS

**CONCESSION/BATHROOM BUILDING UPGRADES
CONTRACT NO. 2023-0002**

APPENDIX C

PROPOSAL

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CITY OF CENTRAL FALLS

**Bathroom Upgrades
CONTRACT NO. 2023-0002**

THE * BID PROPOSAL*** OF**

(Name of Proposer)*

HEREINAFTER CALLED THE "BIDDER" SUBMITTED IN RESPONSE TO THE INVITATION TO BID

ISSUED ON: January 10, 2023

BY: City of Central Falls

**TITLE OF CONTRACT: Concession/Bathroom Building Upgrades at Macomber, High Street Field,
River Island Park**

CLOSING DATE: January 30, 2023

CLOSING TIME: 2:00 PM LOCAL TIME

ADDRESS AT WHICH BIDS

ARE TO BE RECEIVED:

City of Central Falls
Office of the Purchasing Agent City Hall
580 Broad Street Central Falls, RI 02863

**Insert Name of Corporation, Partnership or Individual as applicable.*

TO: The City of Central Falls (hereinafter called the “City”)

The undersigned Bidder, pursuant to and in compliance with all proposed Contract Documents relating to:

Concession/Bathroom Building Upgrades- Macomber Stadium, High Street Field, and River Island Park

Contract No. 2023-0002

including the following addendum*

***IMPORTANT NOTICE TO BIDDERS:** If the Bidder has received any addendum, the reference number of each addendum must be entered in the appropriate space (or spaces) above. Failure to do so may result in the rejection of your Bid.

Having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions, and having fully inspected the project site limits of work shown on all plans with all particulars, hereby proposed and agrees to fully furnish and deliver specified supplies and/or services within the time stated and in strict accordance with the proposed contract Documents, including furnishing any and all incidental labor and materials, in accordance with the Contract Documents, for the following stipulated sums of money:

BID ITEMS

Item No.	Base Bid - Lump Sum*
1	<p>For purposes of bid comparison, Base Bid lump sum price shall include all work as specified or indicated in the contract documents with the exception of work outlined in the Add Alternate items priced below:</p> <p>Lump Sum Price in Figures: \$ _____</p> <p>Lump Sum Price in Words: _____</p>

*Proposals must also include a Schedule of Values to comply with AIA Form G703.

1. The undersigned Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding, but that this bid shall remain open and not be withdrawn for a period of 60 calendar days from the date prescribed for its opening.
2. If written "Notice of Award" of this bid is mailed or delivered to the undersigned Bidder thereafter before it is withdrawn, the undersigned will execute and deliver the Contract Documents to the City in accordance with this bid as accepted, and will also furnish and deliver to the City such documents, schedules or listings, as are stipulated within the Contract Documents, all within fifteen days after personal delivery or after deposit in the mail of the notification of award and acceptance of this bid.
3. The undersigned Bidder understands that nothing contained herein or in any contract arising out of an acceptance of this bid proposal shall represent any form of exclusive agreement between the City and the successful Bidder for furnishing like supplies and/or services as those specified; and that the City, during the period of any resulting contract, reserves the right, as it judges to be in its best interest, to solicit bids and enter into contract(s) with others for like supplies and/or services.
4. Attached herewith as part of this Bid Proposal is a copy of the "Rhode Island State Equal Opportunity Office Employment Opportunity Certificate of Compliance" completed and signed by the undersigned Bidder (or his duly authorized representative).
5. The undersigned Bidder declares that this proposal in all respects is fair and made without collusion with any other person, firm or corporation making a proposal for this work.
6. Attached herewith as part of this Bid Proposal is a copy of the "Rhode Island State Equal Opportunity Office Employment Opportunity Certificate of Compliance" completed and signed by the undersigned Bidder (or his duly authorized representative).
7. The undersigned Bidder, herein referred to as the Contractor, shall be responsible for his and every part thereof, and for all materials, tools, appliances, and property of every description used in connection therewith. The Contractor agrees to indemnify and save harmless the City against any

loss or expense by reason of liability imposed by law upon the Contractor, all sub-contractors, or City for any damage because of bodily injury, including death, at any time, resulting therefore, accidentally sustained by any person or persons or on account of damage to property arising out of or in consequence of the performance of this work whether such injuries to persons or damage to property are due to claimed to be negligence, including gross negligence, or a sub-contractor, the City, or any other person.

Respectfully submitted,

*Name of Company**

By: _____ Title: _____

Business Address: _____

SEAL

*(apply corporate seal if
bid is by a corporation)*

Business Telephone: _____

*Note: Insert Bidders name

(Bidders attention is directed to additional signature requirements of Bid Proposal, below, for Corporations or Partnerships)

If Bidder is a CORPORATION, complete the following section:

A Corporation organized under the laws of the _____
(enter State where incorporated)

Composed of officers as follows:

President Vice President

Secretary Treasurer

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

at which all the Directors were present or waived notice, it was voted that

(Name) (Officer)

of this company be and he hereby is authorized to execute bidding documents, contracts and bonds in the name and behalf of said company and affix its corporate seal thereto, and such execution of any contract obligation in this company's name on its behalf by such _____ under seal of the company shall be valid and binding upon this company.

A true copy
ATTEST _____
(Clerk)

Place of business _____

I hereby certify that I am the clerk of the _____,
that

_____ is the duly elected _____ of
(Officer)

said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract above.

_____ Corporate Seal
Clerk

If Bidder is a PARTNERSHIP, complete the following sections:

Co-partners trading and doing business under the Firm name and type

of _____, composed of partners as follows:

(List names of all co-partners composing the firm)

_____	_____
_____	_____
_____	_____

The following partner or partners are authorized to sign bid proposals and contracts on behalf of the partnership: (List the names and provide the signatures of all partners so empowered.)

(Signatures)

(Print or type)

_____	_____
_____	_____
_____	_____

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CITY OF CENTRAL FALLS

**CONCESSION/BATHROOM BUILDING UPGRADES
CONTRACT NO. 2023-0002**

APPENDIX E

Performance & Pay Bonds

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**CITY OF CENTRAL FALLS
Bathroom Upgrades
CONTRACT NO. 2023-0002**

LETTER OF INTENT FORM

To: City of Central Falls
Office of the Purchasing Agent
City Hall
580 Broad Street Central Falls, RI, 02863

Re: Concession/Bathroom Building Upgrades- Macomber Stadium, High Street Field, River Island Park

To Whom It May Concern:

This is to advise that the
(Legal Name of Surety)

who is approved by you and authorized to do business in the State of Rhode Island, is prepared to execute a Performance Bond and a Labor and Material Payment Bond, each in the amount of one hundred percent (100%) of the total bid for _____(Legal Name of Contractor)

should they be awarded the contract for _____
, Central Falls, Rhode Island

Name of Surety _____

By _____
Signature of Authorized Surety Officer

Print name & Title of Surety Officer

Date _____

Complete this form and enclose with the Bid Security in the separate envelope provided specifically for that purpose.

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**CITY OF CENTRAL FALLS
CONCESSION/BATHROOM BUILDING UPGRADES
CONTRACT NO. 2023-0002**

APPENDIX F

General Provisions

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1. DISCLAIMER

The contract will be for the services described herein or as dictated in solicitations for work. However, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

2. BUY AMERICA

The Contractor agrees to comply with 23 CFR 635.410 which provides that Federal funds may not be obligated unless all steel, iron and manufactured products used in FHWA funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver.

3. COORDINATION WITH OTHER CONTRACTS

It shall be the Contractor's responsibility to coordinate, cooperate and schedule its work and all segments thereof with the Engineer, other contractors, utility owners and applicable local authorities.

4. GUARANTEE OF WORK

The Contractor shall guarantee his work for a period of two years after the project is completed. The guarantee shall be incidental to the work with no additional compensation paid. The City shall be the sole judge as to whether work shall be corrected, including pipe repair, backfilling, and restoration.

5. ALL WORK SUBJECT TO CONTROL OF THE CITY

In performing the work, the Contractor shall abide by all orders, directions, and requirements to perform all work to the satisfaction of the City and its engineers. The City shall determine the amount, quality, and acceptability of all parts of the work.

All materials and workmanship shall be subject to random inspection, examination, or testing by the City and the Engineer at any and all times during construction and at any and all places where such construction is carried on. The City shall reserve the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the project area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may by contract or otherwise have the defects remedied or rejected materials removed from the project area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the City.

Payment will be made only for materials and work that are in place and accepted by the City.

Materials testing services will be paid for and coordinated by the City or its agent. In the event that non-compliant materials or defective workmanship needs to be replaced, the Contractor shall compensate the City for further materials testing, or the City shall withhold payment in the amount of the additional materials testing services.

6. BID PRICES

All bid prices shall remain firm for the contract duration and any contract extension. The prices shall include the provision for all tools, materials, equipment, labor, transportation, mobilization, traffic control, licenses, permits and all other incidentals necessary to complete the work.

Measurement and payment of items are as indicated in the attached specifications. If not stated in the attached specifications, the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Design (with all revisions and addenda) shall dictate.

7. TRAFFIC CONTROL AND TRAFFIC ENGINEERING PERMITS

The Contractor shall prepare all necessary applications and traffic control plans as required by the City Traffic Engineer to ensure safe and efficient passage of motorists, bicyclists and pedestrians, all in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Permits to occupy the street/sidewalk, close/detour traffic or post no parking signs must be obtained from the Traffic Engineering Department prior to commencing work. Fees will be assessed to the Contractor. The Contractor shall submit for reimbursement of the fees, with no markups permitted.

The Contractor shall also prepare all necessary applications and traffic control plans as required when working on State owned/maintained roads by the Rhode Island Department of Transportation (RIDOT). Any fees associated with RIDOT permits shall be paid by the Contractor and reimbursed by the City, with no markups permitted.

Prior to commencing any work, the Contractor shall erect all signs, barricades and other devices to secure the site and create a safe working environment, in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and approved traffic control plans. Operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutters and traffic. Convenient access to driveways, houses and building along the line of the work shall be maintained whenever possible.

The Contractor shall clean up the work area at the end of each work day. The Contractor shall not stockpile any material in the Public Right-of-Way (ROW) without permission from the CITY.

Portable restrooms are not permitted to be placed in the Public ROW. Contractors are permitted to tow portable restrooms to the site each day but must be towed off site. Portable restrooms shall be located as far away from residences and businesses as possible.

8. TIME OF WORK

Work shall be performed during normal business hours, Monday through Friday, 7:00 AM-5:00PM. Some jobs may require the Contractor to work outside normal business hours. In this event, work conditions will be made clear to the Contractor prior to awarding the work. Also, the Contractor may request to work on Saturdays and Sunday or outside of normal business hours, only with approval from the City.

9. COORDINATION WITH ABUTTERS

The Contractor shall provide notice to abutters at least 24 hours before sidewalk or driveway work will be performed. When installing cement concrete driveways, the Contractor shall provide at least 48 hours notice that the driveway will be inaccessible while grading, forming, pouring and curing. The notices shall state the Contractor's name, include a statement that the Contractor is working for the City of Central Falls, a contact name and phone number for the contractor and the date and time that the driveway will be accessible. The Contractor shall remove all warning tape and stakes when the driveway is accessible. The Contractor shall also coordinate with the City's Parking Administrator when residents are displaced during a driveway pour. The Parking Administrator will coordinate with the Central Falls Police Department to allow for overnight street parking.

10. COORDINATION WITH UTILITIES

The Contractor shall arrange and cooperate with the various utilities or other parties interested when necessary, as directed by the Engineer. The Contractor will be responsible for any damage done to any utility poles or lines, curbing, basins, hydrants, water and sewer lines, conduits and other accessories and appurtenances. The cost for coordination shall be incidental to the work.

11. DIGSAFE

It is the Contractor's responsibility to notify and coordinate with DigSafe before commencing any excavation operations. The contractor shall contact all utility companies in addition to contacting dig safe at 811 or 888-dig-safe (888-344-7233) at least 72 business hours (3 business days) prior to any excavation as defined by RI state law 39-1.2-1. This does not include weekends and legal holidays. Once notified, dig safe will contact member utilities to come to the site and mark underground utility wires, cables and pipelines. Dig safe member utility companies are responsible to mark only the facilities that they own or maintain. non dig safe member companies are not notified by dig safe. non-member utilities may not be owned or maintained by member utility companies; therefore, they are unable to locate them. it is the contractor's responsibility to investigate if any privately owned or non-dig safe member utilities are in the area.

12. POLICE DETAILS

The Contractor shall consult with the City or its agent prior to ordering police details. After police details are approved, the Contractor shall order the police details, obtain the police detail slip and provide the slips to the City. The City will pay the police details directly. If working at multiple sites, the Contractor shall indicate the hours spent by police details at each site to the nearest quarter hour.

13. PAYMENT

Prior to work commencing, the City will indicate how projects or portions of projects should be invoiced. To aid in prompt payment to the Contractor, a project may be authorized using multiple funding accounts and may require invoices to be submitted by funding account.

Payment shall be submitted when an assigned job is fully complete and accepted by the City. The pay application shall include certified payrolls, and as-built drawings as necessary.

The City reserves the right to withhold all payment for damage caused to adjacent properties (private or public) caused by the Contractor's actions, until the damage has been resolved.

The Contractor may apply for partial payments for projects exceeding \$25,000, with 5% of the invoice total held in retainage. Retainage may be released when the project is fully complete and accepted by the City. Otherwise, the Contractor may submit pay requests in full, only after the City has approved all work completion.

The City, prior to making each payment may require the Contractor to furnish releases or receipts from any or all persons/firms performing work and supplying material or services to the Contractor or any subcontractor.

The City will make every effort to process payment within 60 days of an approved invoice.

All work will be completed in a workmanlike manner, subject to inspection and approval by the City. No bid shall include elements beyond the scope of work identified.

The Contractor is solely responsible for creating a safe environment for all personnel at the worksite, including but not limited to personnel protection equipment and adequate traffic control.

The Contractor will be required to cooperate and arrange the sequence of work in conjunction with utilities and property tenants.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

Successful Bidder upon his failure or refusal to execute and deliver the contract and bonds required within three (3) days after they receive note of the acceptance of their bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the surety deposited with his bond.

TIME COMPLETION AND DAMAGES:

It is hereby understood and mutually agreed, by and between the bidder and the City that the work will begin on a date mutually acceptable to the City and the Bidder. The Bidder agrees that said work shall be prosecuted regularly, diligently, and uninterrupted. It is expressly understood and agreed, by and between the Contractor/Bidder and the City, that the time for the completion of the work described herein in the Bid Form is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract.

Failure to perform within the time limit specified in the Offering; Appendix B: General Conditions section of these Specifications will result in liquidated damages of **\$1,000.00 per day** (Sunday and legal holidays excluded). The Bidder should be made aware that he will be held totally responsible for such additional costs and should be prepared to take any and all measures to complete the job within the time frame listed. The Contractor agrees to the time of completion as scheduled.

WARRANTY:

The Contractor shall guarantee all work and materials for a period of **one year** against any defects in material or workmanship after final completion and acceptance by the City. The cost of all labor, material, shipping charges and other expenses in conjunction with defective work within this period shall be borne by the Contractor.

PROTECTION OF WORK:

The Contractor shall be responsible for proper protection of his work and materials from injury or loss. All material left on site during the progress of the work shall be secured at all times. Any damages to the existing facilities or property within the project limits as a result of the Contractor's operations shall be the responsibility of the Contractor to repair or replace at no cost to the City.

WORK BEYOND SCOPE OF THIS PROJECT:

The Contractor shall not engage or contract with any third parties within or adjacent to this project where common resources, material or equipment may be used. The City shall reserve the right to reduce or withhold payment for materials, equipment and or resources for work completed beyond the scope or limits of this project.