



## North Providence Community Learning Center

Bids will be received at the Office of the Purchasing Agent, 2000 Smith Street, North Providence, Rhode Island, until 10:45 a.m. on Thursday February 20, 2025.

Bids will be opened at 11:00 a.m. that day in the North Providence Town Hall Assembly Room (Ground Floor).

**There will be a Mandatory pre-bid conference on Tuesday January 28, 2025, 11:00 a.m. at the Union Free Library 1810 Mineral Spring Avenue.**

The Purchasing Board reserves the right to reject any and all bids, to waive any informality in the bids received and to accept the bid deemed the lowest evaluated and most favorable to the interest of the Town.

## **INFORMATION**

### **1. Receipts and Opening of Proposals:**

Sealed proposals (bids) will be accepted in the office of the Purchasing Agent, Town Hall, 2000 Smith Street, North Providence, R. I. until the time indicated in the Invitation for Bids, for the services designated in the Specifications and will then be publicly opened and read. No bids received thereafter will be considered.

### **2. Form of Bid:**

Proposals must be submitted on and in accordance with the bid proposal form included hereto, blank places must be filled in as noted, no change shall be made in the phraseology or in the item or items mentioned therein, all proposals must contain the name and proper address of the bidding firm and must be signed by a responsible member of the firm with their signature and official title. Proposals which are not complete, or contain any omissions, erasures, alterations, addition or contain irregularities of any kind, may be rejected as informal.

### **3. Submission of Bids:**

(a) Envelopes containing bids must be sealed and addressed to the office of the Purchasing Agent and must be marked with the name and address of bidder, date and hour of bid opening, and name of item in bid call.

(b) The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.

(c) Any bidder may withdraw their bid by written request at any time prior to the advertised time for opening. Facsimile bids, amendments, or withdrawals will not be accepted.

(d) No bid may be withdrawn for a period of thirty (30) DAYS from the date and time of opening.

(e) 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.

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

(g) Five (5) copies of all documentation submitted and one electronic copy in PDF on a USB thumb drive.

### **4. Acceptance or Rejection of Bid Proposal:**

The Town reserves the right to award the bid by item and further reserves the right to reject any and all proposals or parts thereof, to waive any informality in the proposals received and to accept the proposal, or parts thereof, which it deems to be most favorable or in the best interest of the Town.

5. **Qualifications of Bidder:**

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

6. **Contract Information:**

The contractual document as provided in **Appendix E (AIA A101-2017: Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum)** will serve as the contract for this commission. All firms submitting should review this document to become familiar with its' requirements and the Owner's contract expectations. The submissions should include services as described in the form of agreement. Any terms of this contract unacceptable to the proposing firm must be noted within submissions. The Owner reserves the right to negotiate terms and conditions with the successful firm and reserves the right to make modifications.

7. **Commencement of Contract:**

The successful bidder shall commence work as specified and complete all work as specified.

8. **Bid Prices:**

Bidders shall state the proposed bid prices in the manner as designated in the Bid Proposal. In the event there is a discrepancy between the price written in words and in figures, the prices written in words shall govern.

9. **Indemnification:**

The Contractor shall hold harmless, defend, and indemnify the Town and its officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under the contract.

10. **Insurance:**

The Contractor shall carry the following insurance at their own expense:

(a) **General:**

All insurance for this contract shall be written by company (or companies) acceptable to the Town and all policies or certificates shall be submitted to the Town for examination prior to commencement of operations by the Contractor. In the event any policy or certificate, the amount of the insurance, or the company writing same are not satisfactory to the Town, the Contractor shall secure other policies or certificates in form and amount and with a company satisfactory to the Town. The Contractor shall not permit policies to be changed, cancelled, or to lapse and all policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the limits of liability or amounts of insurance until notice has been sent by certified mail to the Town stating when, (not less than thirty (30) days thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to the Town contain true transcripts from the policy or policies, authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause and including the Town as an additional insured as to the operations involved.

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

(b) **Workers' Compensation Insurance:** The Contractor shall obtain workers, compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by State of Rhode Island Statutes. The Contractor shall maintain worker's compensation insurance coverage for the duration of the contract.

In the event the Contractor's worker' compensation insurance coverage expires during the term of the contract, the Contractor shall renew said insurance, either as a carrier-insured employer or a self-insured employer, before its expiration, and the Contractor shall provide the Town with further certification of workers, compensation insurance as renewals of said insurance occur.

(c) **Comprehensive General Liability and Property Damage Insurance including Contractual Liability:** The Contractor shall maintain general liability and property damage insurance that protects the Contractor and the Town and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under the contract.

- (1) Bodily injury including accidental death-each person \$1,000,000.
- (2) Bodily injury including accidental death-each occurrence \$1,000,000.
- (3) Property Damage - each occurrence \$1,000,000.
- (4) Property Damage - aggregate during any twelve (12) months period \$1,000,000.
- (5) Comprehensive Contractor's Protective Liability 1,000,000.
- (6) Commercial General Liability 1,000,000.
- (7) Contractor maintain during the extent of this agreement, Builders Risk Insurance with extended coverage in an amount not less than the full insurable value of work. Any loss payments will be made payable to the Town of North Providence and the Contractor.
- (8) Operations - premises Liability
- (9) Independent Contractor's/Town's Protective Liability
- (10) Completed Operations and products Liability
- (11) Contractual Liability
- (12) Comprehensive Automobile Liability: covering all vehicles used by the Contractor in the course of the work including owned, non-owned and hired.
- (13) Bodily injury including accidental death each person \$1,000,000.
- (14) Bodily injury including accidental death-each occurrence \$1,000,000.
- (15) Property Damage - each occurrence \$1,000,000.

11. **Wages and Labor:**

The Contractor shall comply with the applicable provisions of Title 37, Chapter 13, as amended, General Laws of Rhode Island (1977 Reenactment) Prevailing Wages and Davis Bacon Act. Contractor shall provide weekly sign in documents for workers, weekly certified payroll prevailing wage for all workers and subcontractors.

12. **Safety and Health Regulations:**

All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations, and ordinances.

13. **Foreign Corporations:**

Attention of bidders is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, as amended, relative to the condition's precedent, etc. to carrying on business within this State for foreign corporations.

14. **Permits & License:**

Contractor shall be licensed by and allowed to conduct Business in the State of Rhode Island and the Town of North Providence. All fees associated with the submittal of plans, designs or any other fee for approval of proposed work shall be at the cost of the Contractor.

15. **Bid Evaluation:**

This is an evaluated bid. The Town will evaluate and or interview the bidders through Interview Committee which will be comprised of Town officials and responsible individuals appointed by the Town administration. The Interview Committee will report its findings to the North Providence Purchasing Board.

After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

Bids shall be evaluated on the following criteria using a weighted scale, values stated below:

Previous Performance	20%
Experience	10%
Bid Amount	40%
Ability to provide work as specified	20%
Credentials/Qualifications	10%
ISBE Participation bonus points	6%

16. **Affirmative Action Policy:**

All bidders are required to submit an Affirmative Action Plan with bid documents.

By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the Town exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this project, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an "Affirmative Action Policy Statement."

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written "Affirmative Action Plan" prior to issuance of a purchase order.

a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

b. Vendors further agree, where applicable, to complete the "Contract Compliance Report" (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the "Certificate of Compliance" (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a "Monthly Utilization Report" (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

17. **MBE/WBE:**

In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a "DisBE")(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of RI State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, "Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects". As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit ISBE participation rate on the enclosed form entitled "MBE, WBE and/or DisBE Plan Form", which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor's Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Bid documents can be obtained at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php#section4>. Information regarding DisBEs may be accessed at [www.gcd.ri.gov](http://www.gcd.ri.gov).

18. **Safety and Health Regulations:**

All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations, and ordinances.

19. **Foreign Corporations:**

Attention of bidders is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, as amended, relative to the conditions precedent, etc. to carrying on business within this State for foreign corporations.

20. **Fee's:**

Contractor shall pay all fees' including but not limited to Town permits and State application fees.

21. **Scope of Work:** work described herein.

22. **Work Supervision:**

The North Providence Building Superintendent and LeftField Project Management will oversee all aspects of work.

23. **Job Completion:**

Work must be completed by eight weeks of notice to proceed. At job completion a contractor representative shall review work on site by a representative from the Town of North Providence. The job site shall be cleaned and free of debris. All required documentation and information shall have been provided upon completion.

24. **Performance Bond:**

Contractor shall provide at time of bid award a performance bond for 100% of total bid amount by a company acceptable by the Town of North Providence and authorized by the State of Rhode Island to provide said bond. Contractor shall include with bid proof of ability to provide bond.

## INSTRUCTION TO BIDDERS

### INTERPRETATIONS

All questions about the meaning or intent of the Bidding Requirements and Contract Documents shall be submitted for interpretation or clarification no later than 48 hours prior to time of receipt of bids.

### CONTRACTORS RESPONSIBILITY FOR WORK

Omissions from the specifications of items obviously needed to properly perform the work, such as attachments, bolts, hangers, and other fastening devices shall not relieve the Contractor from furnishing and installing the same. It shall be the duty of the Contractor to procure from the Town all necessary interpretations of the designs and contract documents.

Contractor shall make no changes without having first received written authorization from the Town. Where detailed information is lacking, before proceeding with work, the Contractor shall refer matter to Town for required information or interpretation.

If in the opinion of the Town's Representative, any employee of the Contractor or his subcontractors is physically or mentally unfit for work or exhibits behavior incompatible with project site environment, said employee may be required to leave project site property and/or may be refused re-admittance.

Attention is directed to the General Conditions, which will be strictly enforced.

The Contractor or the superintendent shall personally plan, supervise, direct, inspect and oversee all work whatsoever including work being performed by subcontractors. Therefore, the selection of a superintendent is of prime concern to the Town.

Whenever any work is being performed by any of the Contractor's workmen or those of subcontractor, the Contractor or superintendent must be present on the job-site to personally supervise the work. In the event that workmen appear for work in the absence of the superintendent, they will be asked to leave the premises by the Town or it's representative.

Before commencing any work, the Contractor shall submit in writing to the Town the name of the superintendent to be employed. Written approval of the superintendent by the Town is required. While remaining in the Contractor's employ, the superintendent shall not be replaced for the duration of the work, except with the approval of the Town. Should the job superintendent be judged unsatisfactory by the Town, the superintendent shall be replaced by the Contractor. The Town's decision in this matter will be final.

## SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

### BIDDER'S REPRESENTATIONS

- A. By the act of submitting a bid, the bidder warrants that he has inspected the site, has familiarized himself with the actual conditions under which the Work is to be performed, has correlated the Bidder's personal observations with the requirements of the Contract Documents and has full knowledge of the work required.
- B. The Bidder and all subcontractors he intends to use have carefully and thoroughly reviewed the Specifications, and other Construction Contract Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
- C. The Bidder and all workmen, employees and subcontractors he intends to use are skilled and experienced in the type of construction represented by the Construction Contract Documents bid upon.
- D. Neither the Bidder nor any of his employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Town, his employees or agents including architects, engineers or consultants, in assembling the bid figure.
- E. The bid figure is based solely upon the Construction Contract Documents and properly issued written Addenda and not upon any other written representation.
- F. After award of Contract, no claim for additional compensation resulting from misunderstanding of the Contract Documents or resulting from errors in or conflicts within the Contract Documents will be entertained unless interpretations of the Contract Documents specifically relating to the portions thereof which appear to the bidder to be in question, error or conflict, are brought to the Town's attention during the bidding Period.



## **ADDENDA AND INTERPRETATIONS**

- A. No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation shall be in writing and addressed to Town of North Providence Division of Purchasing 2000 Smith Street, North Providence, RI 02911, and to be given consideration, must be received in the Purchasing Agent's office not later than 12:00 noon, seven (7) calendar days (Saturdays, Sundays, and legal holidays included) prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents. If issued, Addenda will be presented on the North Providence Purchasing webpage.
- B. Failure of any bidder to obtain any such Addenda shall not relieve such bidder from any obligation under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. At the same time of the opening of the bids, each bidder will be presumed familiar with the Contract Documents (including all Addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

## **BIDDING PROCEDURE**

### **A. Receipt of Bids**

- 1. The Town of North Providence, Rhode Island acting through the Purchasing Agent (herein called the Town), invites bids on the form attached hereto. All blank spaces shall be filled in, in ink or typewritten, in words and figures only where no space is provided for words and signed by the Bidder. Submit bids in duplicate.
- 2. Bids will be received by the Purchasing Agent at the office of the Purchasing, 2000 Smith Street, North Providence, Rhode Island 02911, date and time indicated in the Advertisement for Bid. The envelope containing the bids must be sealed and addressed to Purchasing Agent, The Town of North Providence, 2000 Smith Street, North Providence, RI 02911, and designated as bid titled hereto, North Providence, Rhode Island.
- 3. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. (If forwarded by mail, the sealed envelope containing the proposal, and marked as directed above, must be enclosed in another envelope addressed to the Town, preferable by registered mail.)
- 4. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality in or reject any and all bids. Any bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.
- 5. No Bidder may withdraw a bid within the time period set herein these specifications.

## **CONSIDERATION OF BIDS**

- A. Bid award may not be done at time of bid opening.
- B. The Town may reject any bid not prepared and submitted in accordance with the provision hereof and may waive any informalities or reject any and all bids. Conditional bids will not be accepted.

- C. The Contract may be awarded to the most responsible and eligible Bidder on the basis of the proposed Contract Price. The Town reserves the right to reject any and all proposals and to accept the proposal deemed most favorable to the interests of the "Town".
- D. The Town does not obligate himself to accept the lowest or any other bid.
- E. If the base bid exceeds the amount of funds available to finance said construction contract, the Town may reject all bids or may award the contract to that responsible Bidder submitting the lowest bid.

#### **POST BID INFORMATION**

- A. The Town may make such investigations as he deems necessary to determine the ability of the bidder and all sub-bidders to perform the work, and the bidder and all sub-bidders shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder or sub-bidder fails to satisfy Town that he is not properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
- B. The Bidder is specifically advised that any person, firm, or entity to whom it proposes to award a subcontract under this contract must be acceptable to the Town.

#### **DUPLICATION OF ITEMS OF WORK**

- A. In the event that materials or equipment have been specified with more than one standard of quality, it will be assumed that the Bidder concerned included the higher of quality standards in their bid, unless the Town has been notified, in writing, prior to submittal of bids of quality duplication and Town has issued instruction to establish quality of material.

#### **ACCEPTANCE OF CONDITIONS**

- A. The submission of a Bid Proposal will be considered by the Town as acceptance by the Bidder of all requirements and stipulations contained in the Specifications, and the conditions at the job site.

#### **ALTERNATE BID PRICES**

- A. Alternate Bid Prices if requested, shall contain all charges for overhead, profit, insurance, all taxes and allowances for waste and the sum given shall represent the job complete in place to the Town. No further surcharges will be accepted.

#### **UNIT PRICES**

- A. Unit Prices if required in the Proposal Form, if accepted in the award of this Contract, shall be used in establishing the adjustment of Contract Price for additions to or deductions from the work in accordance with the applicable section of the General Conditions. Unit Prices listed shall include all costs, profit and overhead and no further surcharges are to be added to any Unit Price item of work that may be ordered done regardless of the time that the work is done.

#### **TIME OF COMPLETION AND LIQUIDATED DAMAGES**

- A. Bidder must agree to commence work as soon as possible after issuance of a written "Notice to Proceed" with the Town and to substantially complete the project within the time limit indicated herein.

## **CONDITIONS OF WORK**

- A. Each bidder must inform himself of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption with the work of any other Contractor.

## **LAWS AND REGULATIONS**

- A. The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

## **STATE SALES AND USE TAX EXEMPTION**

- A. The Town hereby affirms that, in accordance with the Rhode Island Sales and Use Tax Laws, it is exempt from the State Sales Tax.
- B. Bidders and their Subcontractors and material suppliers shall not include in their Bids any Rhode Island State Sales and Use Taxes relative to the performance of the work that is covered by the exemption.

## **INSPECTION OF EXISTING CONDITIONS**

- A. All bidders are advised to inspect the existing project and to familiarize themselves with conditions, as they exist, prior to submitting their bids. Hours of inspection will be between 9:00 AM and 4:00 PM on Monday through Friday. Contractor shall notify Town a minimum of 48 hours prior to time he would like to make site visit. Contractors shall inform personnel in the office upon their arrival prior to inspecting the site.
- B. After award of contract, no claim for additional compensation resulting from misunderstanding of the Contract Documents for resulting from errors in our conflicts within the Contract Documents will be entertained unless interpretations of the Contract Documents specifically relating to the portions thereof which appear to the bidder to be in questions, error or conflict, are brought to the Town's attention during the bidding period.

## **BUILDING PERMIT**

- A. The cost of the building permit for the work of this Contract will be at the cost of the contractor. Contractor shall pay all permit fees and include cost in bid.

## **PARKING ARRANGEMENTS FOR TENANTS**

- A. All work must be scheduled with minimum effect on the existing conditions. Contractor must determine, through Town, an appropriate schedule and alternative to existing use, parking and general business as usual.

## **PROPOSALS**

- A. All submitted proposals must contain the following documents fully executed:
  - Proposal Form (including Alternates)

**SUBSTITUTIONS**

- A. All requests for pre-bid approval of substitutions or equal products must be made in writing 14 calendar days before bid date.
- B. Requests shall be in accordance with Specification.

**PROPOSALS**

Proposal Of: \_\_\_\_\_ Hereinafter called "BIDDER"  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City State Zip)

Organized and existing under the laws of the State of \_\_\_\_\_ doing business as\*  
\_\_\_\_\_.

Proposal To: The Town of North Providence (Hereinafter called "TOWN").

- 1. Pursuant to and in compliance with Advertisement for Bids and the Information for Bidders relating hereto, BIDDER hereby offers to furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to the entire project as required by and in strict accordance with the CONTRACT DOCUMENTS entitled "Town Hall Decorative Exterior Lighting Project", North Providence, Rhode Island, and all Addenda issued by the TOWN and mailed or faxed to BIDDER prior to the date of opening of BID, whether received by BIDDER or not, for the sum of:

2. **TIME OF COMPLETION**

BIDDER hereby agrees to commence work under this contract as stated herein and to FULLY complete the project within time limit indicated herein.

## **PAYMENTS**

PAYMENTS: No, error, omission or act of forbearance on the part of the Town in verifying or certifying to the accuracy of the amounts indicated on the Periodical Estimate for Partial Payment shall relieve the Contractor from any responsibility under the Contract. Without prejudice to any other right or remedy, the Town may decline to certify payment of a Periodical Estimate for Partial Payment, or because of subsequently discovered evidence or subsequent observations, may nullify the whole or any part of any Periodical Estimate for Partial Payment previously approved or paid to such extent as may be necessary to protect the Town from loss because of:

1. Defective work not remedied,

Third party claims filed or reasonable evidence indicating probable filing of such claims

Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment,

Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum,

Damage to the Town for another contractor

Reasonable evidence that the work will not be completed within the Contract Time, or

Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed, payment will be made for amounts withheld because of them. If the Town prefers to accept defective or non-conforming work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. Each Periodical Estimate for Partial Payment shall be accompanied by Certificate and Release of Prime Contractor and Certificate Release of Subcontractor or Material Supplier forms, copies of which are attached, fully executed as of the date of the Periodical Estimate by the Contractor and subcontractors and major material suppliers.

## **BEHAVIOR OF PERSONNEL**

- A. If in the opinion of the Town's Representative, any employee of the Contractor or his subcontractors is physically or mentally unfit for work or exhibits behavior incompatible with work site environment, said employee may be required to leave property and may be refused re-admittance.

## **SUBSTITUTIONS**

- A. In all cases where a proprietary designation is used in connection with materials or articles to be furnished under this contract and the phrase "or equal" is not used, the Contractor shall furnish the specified item, unless a written request for a substitute has been submitted by the Contractor and review by the Town to his satisfaction.

## CODES, RULES, REGULATIONS

- A. All work is to be in accord with the latest requirements of:
1. Federal, State, and Municipal Laws
  2. Rhode Island Building and Fire Code
  3. Any prevailing rules, regulations pertaining to adequate protection and/or guarding of any moving parts or otherwise hazardous locations.
- B. Reference in Specifications shall mean and intend the latest editions of such, as published at date of submission of bids.
- C. Reference to technical society organization or body is made per the following abbreviations:
- |       |                                                  |
|-------|--------------------------------------------------|
| AIA   | American Institute of Architects                 |
| AISE  | American Institute of Electrical Engineers       |
| AISC  | American Institute of Steel Construction         |
| ASA   | American Standards Association                   |
| ASME  | American Society of Mechanical Engineers         |
| ASTM  | American Society of Testing and Materials        |
| AWSC  | American Welding Society                         |
| CS    | Commercial Standard of US Department of Commerce |
| FS    | Federal Specifications                           |
| NBS   | National Bureau of Standards                     |
| NBFU  | National Board of Fire Underwriters              |
| NBS   | National Bureau of Standards                     |
| NEC   | National Electric Code                           |
| UBC   | Uniform Building Code                            |
| UL    | Underwriters' Laboratories, Inc.                 |
| AASHO | American Association of State Highway Officials  |
- D. All Contractors and Subcontractors shall comply with requirements of the Occupational Safety and Health Act of 1970 or revisions thereto, which are applicable during the term of this Contract and hold the Town and/or his agents harmless from any claim or loss that may result from violations of or claims under this act.
- E. Nothing in the Specifications is to be construed to allow work not in accord with the above requirements. When requirements shown or specified are less than those in the codes listed above, the Contractor is to furnish and/or install the large size or higher standard without extra cost to the Town.

## MANUFACTURER'S DIRECTIONS

- A. Manufactured articles, materials, equipment, applied, installed, connected, erected, used, cleaned, conditioned in accordance with manufacturer's printed directions unless specified to contrary.
- B. If there is a conflict between the Contract Documents and manufacturer's directions, the Contractor shall notify the Town in writing. Contractor shall not proceed with work until the Town has reviewed the conflicting data and provide the Contractor with a decision on which specification to follow.

- A. The attention of the General Contractor is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956 relative to the conditions precedents, etc. to carrying on business within the State for foreign corporations.
- B. The certificate and power of attorney mentioned in the General Corporations Law, properly filled out, subscribed and sworn to and accompanied by a certified copy of the charter, articles of association, or other similar organization papers, together with all amendments, must be filed in the Office of the Secretary by all foreign corporations intending to carry on business within this State, or for a foreign corporation to enforce in the courts of this State with any contract made within the State.
- C. Detailed information regarding Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, relative to the conditions precedent, etc., to carrying on business with this State for Foreign Corporations may be obtained from the Secretary of State, State House, Smith Street, Providence, Rhode Island.

### **WORK AFTER NORMAL WORKING HOURS**

- A. No work other than that described above shall be done at night except when in the opinion of the Town's Representative the work will be advantageous to the Town and can be performed satisfactorily at night. The work will be done by a crew organized for regular night work. Such night work must have written permission of the Town's Representative.

### **CONTRACTOR'S AGREEMENT**

- A. During the performance of this contract, the contractor agrees to comply with all provision of the Executive Order 11246, as amended, relative provisions Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- B. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.

### **SIGNS**

- A. Display no signs of advertising of any kind on site except as approved or as required by authorities having jurisdiction.

### **WORK NOT SPECIFIED**

- A. Work described herein concerning which there are not particular specification shall not relieve Contractor from furnishing and installing same. Review these documents carefully for miscellaneous work not specified; perform such work with materials and workmanship of best quality.

### **MEANING AND INTENT**

- A. Provide items such as attachments, hangers, bolts, and screws, which are obviously needed to perform work properly but are not specifically indicated on the specifications.
- B. INTENT: It is the intent of the plans and these specifications that all design, equipment, materials, and workmanship used on this project be in complete conformance with all local, state, and national codes, ordinances and standards. It is the contractor's responsibility to

submit only those items that meet these codes. Should an item be inadvertently specified by model number that is not in conformance with local and state codes, the contractor shall notify the proper authorities prior to any submittals of this item. regardless of any approval action given, it is the contractor's responsibility to install only those items that are in conformance with the codes. Should any non-conformance code items be installed, they shall be replaced by the contractor at no additional cost provisions Town.

### **USE OF THE PREMISES**

- A. Since the premises are occupied, work is to be done as expeditiously as possible and with as little inconvenience and without danger to occupants. Leave unobstructed way along roadways and walks, except as approved by Town. Restrict introduction or material and access and egress of workmen and vehicle to such places as approved by Town. Conduct work in such manner as required to allow continued operation with minimum of interference with operation, use and function of buildings and premises. Schedule working consultation with Contracting Officer or his representative.

### **EXISTING UTILITIES**

- A. Immediately repair any active existing utility lines (cables, conduits, ducts, and piping), except where such lines are to be abandoned. Protect and maintain such active existing utilities in use until relocation of same has been complete or cut, or sapped, or prepared for service connections, as applicable. Perform such repair and protection work at no additional cost to the Contract.
- B. If any existing active utility, which is not indicated on the documents, is unintentionally damaged, and such utility is to remain, immediately repair the damage and restore the utility to its original integrity. Reimbursement of cost for performing such repair will be made by an adjustment in the Contract Price, at rates determined and approved by the Town. Consideration of any adjustment as outlined herein shall be based on the assumption that the Contractor has performed in a prudent manner at the time such damage occurred. If extra expense is incurred in protecting and maintaining any utility line not shown on the specifications, an adjustment in the Contract Price will be made.
- C. Notify the Town in writing not less than three days in advance of the proposed time for shutting down or interrupting any utilities, services or facilities which may affect the operation of other buildings, services, or facilities of the Town. Unless otherwise authorized by the Town, schedule and coordinate this work that such interruption will occur on weekends, holidays, or before or after normal working days of the Town's facilities. In no case shall any shutdown or interruption of any utilities, services or facilities be made without the approval of and the authorization of the Town.
- D. The Town will cooperate fully, at the Contractor's request, in assisting the contractor in locating and identifying underground utilities.

### **PROTECTION OF PERSONS AND PROPERTY**

- A. Provide and maintain, for the duration of the Contract, proper protective measures as may be required to adequately protect the Town's personnel and the public from hazards resulting from the work performed hereunder.
- B. Take all proper precautions to protect the Town's property from damages and replace, or put in good condition, any existing items which are damaged in carrying out the work, unless designated to be permanently removed or demolished.



- C. When regulated by local building code or other Town, such requirements for protection shall be considered as minimum requirements and the Contractor shall be responsible for the protection of such minimum requirements as may be required by public safety laws.
- D. The requirements of the paragraph shall be in addition to, not in lieu of, other protection requirements contained in these Contract Documents.

### **DAMAGE FROM THE ELEMENTS**

- A. The General Contractor will be held responsible for all damage to new and existing construction from the elements until acceptance by the Town.
- B. The intent of this paragraph is to protect the Town against claims made for reimbursement in cases where materials are improperly stored, protected or erected in such a manner that rain, snow, sunlight or other normal damage to these materials from the elements would result. Unforeseen natural disasters, etc., are presumed to be covered by the usual forms of property damage insurance maintained by the General Contractor.

### **SAFETY AND HEALTH**

- A. Provide protective devices required by authorities having jurisdiction. Take, use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against occurrence of happening of any accident, injury or hut to any person or object during progress of work. Provide and erect and temporary fences, guards, etc., required to protect public or workmen, and remove same when work is completed. Keep all passageways clear and safe. Comply with provisions of Federal Laws and regulations, as amended to date as follows:
  - 1. Occupational Safety & Health Act of 1970, Public Law 91-596.
  - 2. Part 1510-Occupational Safety & Health Standards, Chapter XVII of Title 29, code of Federal Regulations.
  - 3. Chapter XIII of Title 29, Code of Federal Regulations, Park 1518-Safety and Health Regulations of Contraction (36FR 75).

### **INDEMNIFICATION**

- A. Notwithstanding any approvals or instructions which may be obtained from Town in connection with use of premises, the Contractor agrees to indemnify and save the Town and Town harmless from and against any and all costs, loss expense, liability, damages or claims for damages, including costs of defending any action on account of any injury or damage to building improvements or property of the Town, of any person, firm, corporation, or association and on account of any injury including death, to any person or persons arising or resulting from the work provided for or performed under the Contract Documents or from any act, omission, or negligence of the Contractor, Subcontractors and his and their agents, or employees. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.
- B. Asbestos Material Identification and Removal: During demolition operations, it shall be the responsibility of the Contractor to identify any asbestos materials that may be encountered. Should they be encountered. Should they be encountered, the Contractor shall notify the Town at once, stop work in the area of concern and not proceed in that area until further notice. It is understood and agreed that the handling or removal of asbestos or asbestos

products involves certain health risks which require specific safety measures. The Town and Town shall not be responsible for safety and safety measures on the job, including measures for the protection of employees of contractors or subcontractors nor for the protection of the general public. Such responsibility for safety and safety measures is and shall remain that of the Contractor. Therefore, except for claims and damages arising from negligent acts, errors or omissions of the Town or Town, the Contractor shall hold harmless and indemnify the Town or Town, from all claims, suits, expenses or damages arising from or alleged to arise from exposure to or inhalation of asbestos or asbestos fibers.

### **REPORTS AND INFORMATION**

- A. Performance of work under this contract will be monitored. Provide information, as may be requested, in form as required, pertaining to matters covered by this contract.

### **CLEAN AIR AND WATER**

- A. Comply with requirements of Section 114 of Clean Air Act, as amended, (42 USC 1857-8) and Section 308 of Federal Water Pollution Control act, as amended, (33 USG 1318) and regulations and guidelines issued thereunder. Do not use nay facility listed on List of Violating Facilities issued by Environmental Protection Agency (EPA) pursuant to 40 GFR 15.20.

### **RECORDS**

- A. Maintain records with respect to matters covered by this Contract for a period of three years after receipt of final payment. Document costs, supported by checks, properly executed payrolls, time records, invoices, contracts, vouchers, accounting and other documents evidencing nature and property of charges or conditions of employment or purchasing. Maintain records readily accessible, clearly identified and available for audit by the Town.

### **TERMINATION OF THE CONTRACT**

- A. If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of hid creditors, or if a received is appointed on account of his solvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provide, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to subcontractor or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public Town having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Town may, without prejudice to any right or remedy and after giving the Contractor and his Surety seven (7) days written notice, permit the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the contractor and may finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Town's additional expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the contractor shall pay the difference to the Town. This obligation for payment shall survive the termination of the Contract.

## **SUMMARY OF WORK**

### **COMPLETENESS OF WORK:**

- A. All other work and all other materials, equipment and labor of whatever description necessary for carrying out the full intent of the specifications, as interpreted by the Town or Town's representative, shall be provided by the contractor, and payment therefore will be considered as included in the unit and lump sum prices bid in the Proposal.

### **CLEAN-UP AT CONTRACTOR'S EXPENSE:**

- A. In case the contractor shall fail or neglect, after backfilling, to promptly remove all surplus material, tools and other incidentals, or promptly do the required repaving when ordered, the Town may, after 24-hours' notice, cause the work to be done and the cost thereof shall be deducted from any moneys then or there after due the contractor.

### **FINISHING AND CLEANING UP:**

- A. In completing the backfilling of the trenches, the contractor shall replace all surface materials to the satisfaction of the Town and shall then immediately remove all surplus material and all tools and other property belonging to him, leaving the entire street or surroundings and adjacent private property free and clean and in good order and not additional expense to the Town. Pavements, as directed by the Town or specified, shall be replaced or made good as soon as directed. The backfilling and removing of surplus materials shall follow closely upon the completion of the work.

It is understood that the Town reserves the right to award the bid by item or alternate item, and further reserves the right to reject any and all proposals or parts thereof, to waive any informality in the proposals received and to accept the proposal or parts thereof, which it deems to be most favorable to the best interest of the Town.

The bidder will identify business entity as individual, or if doing business under an assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of person executing proposal and bid.

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PROJECT MANGER: \_\_\_\_\_

Being a (Corporation, incorporated under the laws of the State of)

\_\_\_\_\_  
Partnership  
Individual

Composed of officers, partners or owner as follows:

\_\_\_\_\_  
(President) (Owner) (Partner/s)

Insert bid sheet here  
And WBE MBE form

**THE BIDDER SHALL STATE PROPOSALS SUCCESSFULLY COMPLETED SIMILAR TO PROPOSED FOR OTHER COMMUNITIES**

Name of Agency and Address: \_\_\_\_\_  
\_\_\_\_\_

Description of Service: \_\_\_\_\_

Name, position, address and telephone number of Official who supervised work:  
\_\_\_\_\_  
\_\_\_\_\_

Name of Agency and Address: \_\_\_\_\_  
\_\_\_\_\_

Description of Service: \_\_\_\_\_

Name, position, address and telephone number of Official who supervised work:  
\_\_\_\_\_

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

of \_\_\_\_\_  
(Address of Contractor)

as Principal hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_, as Surety,  
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto the Town of North Providence, Rhode Island, called the Oblige, in the full penal sum \_\_\_\_\_ Dollars (\$\_\_\_\_\_), in lawful money of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS said Principal has entered into a certain written Contract with said Oblige, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the **Library Renovation** Which Contract, together with all Contract Documents now made or which may hereafter be made in extension, modification or alteration thereof, are hereby referred to, incorporated in and made a part of this Bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform and execute all the terms, conditions and stipulations of said Contract according to its provisions on his/her or its parts to be kept and performed and shall indemnify and reimburse the Oblige for any loss that it may suffer through failure of the Principal to faithfully observe and perform each and every obligation and duty imposed upon the Principal by the said Contract, at the time and in the manner therein specified, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, HOWEVER, that any alterations which may be made in the terms of the Contract or in the Work done or to be done under it, or the giving by the Oblige of any extension of time for the performance of said Contract or any other forbearance on the part of either the Oblige of the Principal one to the other, shall not in any way release the Principal and/or the Surety, or either of them, their representatives, heirs, executors, administrators, successors or assigns from the liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby specifically and absolutely waived.

AND PROVIDED FURTHER THAT NO ACTION, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within three (3) years from the expiration of the guaranty period provided in the Contract, whether the Work be completed by the Principal or Oblige.

IN WITNESS WHEREOF, the said Principal and Surety have SIGNED AND SEALED this instrument this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

By \_\_\_\_\_(s)

(SEAL)

\_\_\_\_\_  
Witness as to Principal

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-fact

(SEAL)

\_\_\_\_\_  
Witness as to Surety

Note: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Rhode Island.



**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_  
(Name of CONTRACTOR)

Of \_\_\_\_\_  
(Address of CONTRACTOR)

As Principal hereinafter called Principal, and

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Surety) (Address of Surety)

A Corporation, organized and existing under the laws of the State of \_\_\_\_\_, as Surety, hereinafter called Surety, are held and firmly bound unto the Town of North Providence as Oblige, hereinafter called the Oblige, in the full penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in lawful money of the United States for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS said Principal has entered into a certain written Contract with said Oblige, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which written Contract provides for the **Library Renovation** Which Contract, together with all Plans and Specifications now made or which may hereafter be made in extension, modification of alteration thereof, are hereby referred to, incorporated in and made a part of this Bond as though herein fully set forth.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work and for all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed, pursuant to the provision of the General Statutes of the State of Rhode Island and the rights and liabilities hereunder shall be determined and limited by said sections to the same extent as if they were copies at length herein.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Oblige and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Principal

By \_\_\_\_\_(s)

(SEAL)

\_\_\_\_\_  
Witness as to Principal

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-fact

(SEAL)

\_\_\_\_\_  
Witness as to Surety

Note: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Rhode Island.



# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

and the Contractor:  
(Name, legal status, address and other information)

for the following Project:  
(Name, location and detailed description)

The Architect:  
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

- Not later than ( ) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ( \$ ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:  
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the \_\_\_\_\_ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the \_\_\_\_\_ day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

**§ 5.1.7.1.1** The following items are not subject to retainage:  
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:  
*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
*(Insert any other conditions for release of retainage upon Substantial Completion.)*

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

\_\_\_\_\_ %

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:  
*(Name, address, email address, and other information)*

**§ 8.3** The Contractor’s representative:  
*(Name, address, email address, and other information)*

**§ 8.4** Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.



**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7** Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203–2013 incorporated into this Agreement.)*

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

*(Insert the date of the E204–2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

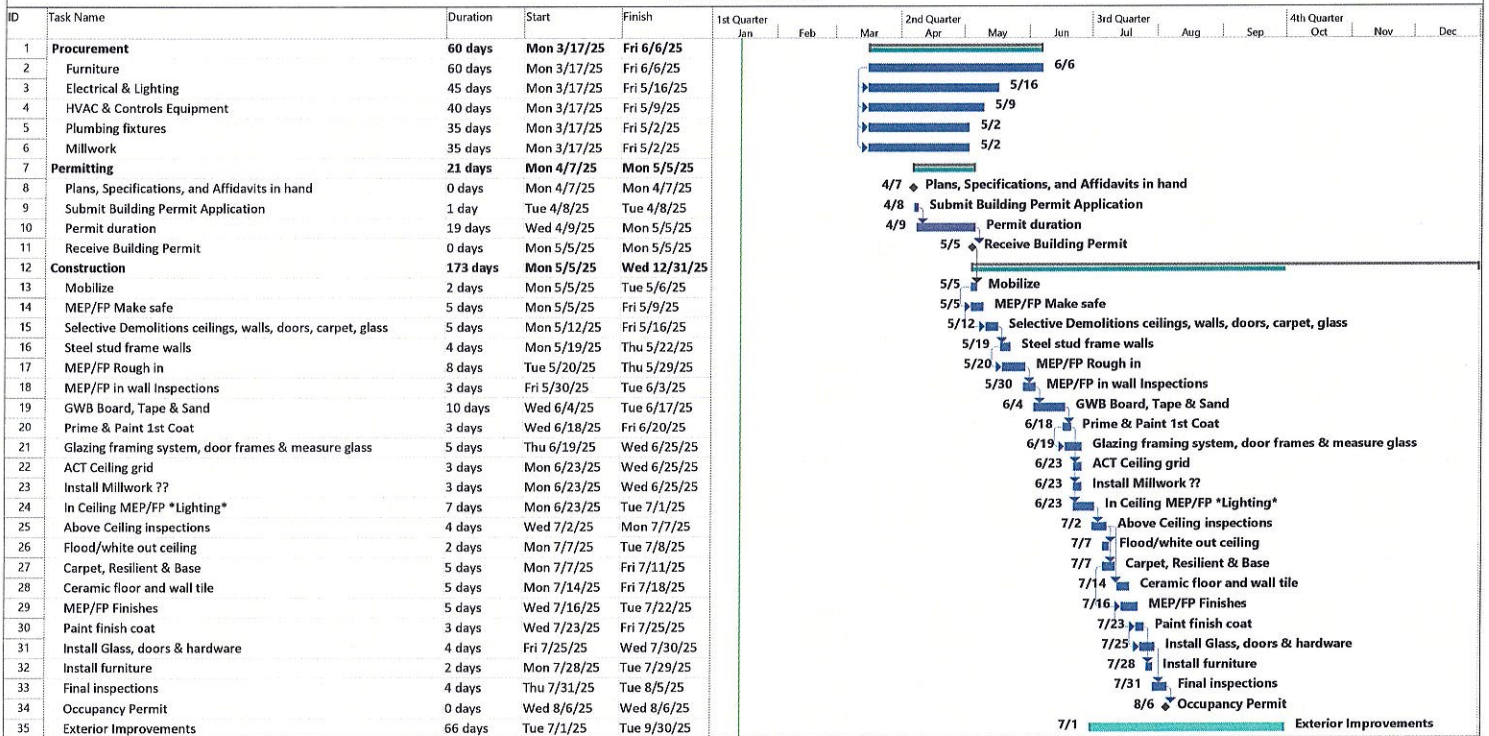
This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)



Project: Project	Task	Project Summary	Manual Task	Start-only	Deadline
Date: Wed 1/15/25	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	

APPENDIX C. CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid, proposal or qualifications has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person<sup>1</sup>.

ANTI-COLLUSION DECLARATION

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

CONFLICT OF INTEREST

The Bidder shall disclose in writing as part of their Bid any possible or potential conflicts of interest which are known to, or reasonably should be known to the Bidder or sub-contractors, which may exist between their firm and the Town of North Providence and North Providence School Department.

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

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

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

\_\_\_\_\_  
Name of person signing bid or proposal

\_\_\_\_\_  
Name of Business Entity (if any)

<sup>1</sup>As used in this certification, the word "person" shall mean any natural person, business, partnership, corporatic union, Committee/Superintendent club, or other organization, entity, or group or individuals.

APPENDIX B. FAMILIAL RELATIONSHIP AFIDAVIT

AFFIDAVIT AS TO DISCLOSURE OF FAMILIAL RELATIONSHIPS FOR COMPETITIVE BIDS

Rhode Island State Law requires any Competitive Bid to be accompanied by a sworn and notarized statement that discloses any familial relationship that exists between the owner or any employee of the bidder and any member of the School Committee, of the District, the current or past Superintendents of Schools, the Town and/or members of the Town Council. The District and Town may require same sworn and notarized statement to accompany any bid for goods or services as deemed necessary.

INSTRUCTIONS: This report must be completed either in ink or typewritten. Attach pages of this size if additional space is needed on any response and identify each response by the part to which it relates.

NAME OF BIDDER: \_\_\_\_\_

Address: \_\_\_\_\_

Period of Proposed Work: \_\_\_\_\_

Question #1: Does the owner or any employee of the bidder have any familial relationship with any employee of the North Providence School Department or City; or, members of the North Providence School Committee or Town Council?

Yes \_\_\_ No \_\_\_ If the answer to #1 is yes, complete the following:

a) Name of Employee: \_\_\_\_\_

b) Home Address of Employee: \_\_\_\_\_

c) Position Held: \_\_\_\_\_

d) Name of School Committee Member: \_\_\_\_\_

Question #2: Does the owner or any employee of the bidder have any familial relationship with the current or former Superintendents of the North Providence School District? Yes \_\_\_ No \_\_\_

If the answer to #2 is yes, complete the following:

a) Name of Employee: \_\_\_\_\_

b) Home Address of Employee: \_\_\_\_\_

c) Position Held: \_\_\_\_\_

d) Name of Superintendent: \_\_\_\_\_

I, \_\_\_\_\_ having been duly sworn on oath, say that I am the above named, that I have personally prepared the foregoing affidavit, and that the same is true to the best of my knowledge and belief.

\_\_\_\_\_  
[signature of affiant]

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
[signature of Notary]

\_\_\_\_\_  
[typed name of Notary]

NOTARY PUBLIC

My commission expires: \_\_\_\_\_, 20\_\_\_\_.



**State of Rhode Island and Providence Plantations  
Office of Diversity, Equity and Opportunity (ODEO)  
Minority Business Enterprise Compliance Office  
Minority Business Enterprise Utilization Plan**

Company Name: \_\_\_\_\_

Representative's Name who administers MBE Program: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Project Location: \_\_\_\_\_

Bid or Project #: \_\_\_\_\_ Date Bid Opened: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Contract Value: \_\_\_\_\_ MBE % Assigned: \_\_\_\_\_

Total # of All Subcontractors/Suppliers used: \_\_\_\_\_ # of MBE Subcontractors/Suppliers used: \_\_\_\_\_

**List All Subcontractors/Suppliers/Consultants/Independent Contractors – Total Dollar Amounts – Scope of Work:**

<b>Subcontractor / Supplier</b>	<b>Dollar Award</b>	<b>Scope/Description of Work</b>	<b>RI Certified M/WBE Yes/No</b>

Please note that all MBE/WBE firms must be certified by the RI MBE Compliance Office, and that MBE/WBE firms must self-perform 100% of the work with their own forces or subcontract to another RI certified MBE/WBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE/WBE certified as a manufacturer. For firms certified as a broker, you may receive MBE participation credit only for the fees and commissions charged for the procurement of the good and materials, but not the cost of the materials themselves.

The above referenced contract will not be released until this plan has been approved by the Director of the Department of Administration or its designee.

For assistance and advice in identifying MBE/WBE firms, please call the Minority Business Enterprise Compliance Office at (401) 574-8670. The directory of all certified MBE firms is also located at <http://odeo.ri.gov/>.

Signature of Authorized Agent of Business: \_\_\_\_\_ Date: \_\_\_\_\_

**Send Completed Form to:**  
**Dorinda Keene, Assistant Administrator - MBE**  
**Office of Diversity, Equity and Opportunity (ODEO)**  
**Minority Business Enterprise Compliance Office**  
**One Capitol Hill, 3rd Floor**  
**Providence, RI 02908**  
**Phone: (401) 574-8670**  
**[Dorinda.Keene@doa.ri.gov](mailto:Dorinda.Keene@doa.ri.gov)**