



TOWN OF
NORTH KINGSTOWN, RHODE ISLAND

100 Fairway Drive
North Kingstown, RI 02852-6202
Phone: (401) 294-3331
Fax: (401) 583-4140
www.northkingstown.org

**INVITATION FOR BIDS
REQUEST FOR PROPOSALS**

**DEPARTMENT OF PUBLIC WORKS
TOWN BEACH BANDSTAND
WAVE BEAM ROOF STRUCTURE REPLACEMENT**

*Sealed proposals for the above will be accepted in the Office of the Purchasing Agent, Town Municipal Offices, 100 Fairway Drive, North Kingstown, RI 02852, until **10:00 am on AUGUST 30, 2023**, and will then be publicly opened and read aloud. The Municipal Offices are open 8:30am – 4:30pm, Monday through Friday. Please plan accordingly. ***PLEASE SUBMIT AN ORIGINAL, TWO (2) COPIES AND ONE (1) ELECTRONIC COPY.**

**NO BIDS WILL BE ACCEPTED AFTER THE AUGUST 30, 2023,
10:00AM DEADLINE**

**THE PRE-BID CONFERENCE IS SCHEDULED FOR 10:00AM ON AUGUST 16, 2023,
AT 10 BEACH STREET (project site), NORTH KINGSTOWN, RI 02852.**

All questions are to be submitted in writing via email to: Tim McDavitt, Purchasing/Finance timcdavitt@northkingstown.org **NO LATER** than **AUGUST 23, 2023**, at 4:00pm in order to post any necessary Addendum in a timely manner. **NO QUESTIONS WILL BE ACCEPTED AFTER AUGUST 23, 2023.**

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO MONITOR THE TOWN AND/OR STATE OF RHODE ISLAND PURCHASING WEBSITES FOR ANY SUBSEQUENT BID ADDENDUM. NO ADDENDA WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.

The bid will be evaluated as to R.I.G.L. 45-55-5. (2) “Competitive Sealed Bidding” and the award shall be made based on the lowest evaluated or responsive bid price.

A certificate of Insurance showing \$1 million General Liability and \$1 million Any Auto, with the Town being named as an additional insured; Worker’s Compensation with a waiver of subrogation; will be required of the successful bidder.

The Town of North Kingstown reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 294-3331, ext. 142.

**DEPARTMENT OF PUBLIC WORKS
TOWN BEACH BANDSTAND
WAVE BEAM ROOF STRUCTURE REPLACEMENT**

Scope, Bidding & Performance of Work

- The Town's Bandstand structure was erected in September 2011 and is located in North Kingstown, at the end of Beach Street and adjacent to the Town Beach.
- The Town of North Kingstown is soliciting proposals for the replacement of the Bandstand wooden roof structure, as well as the cleaning/painting of miscellaneous Bandstand elements to remain.
- The existing wooden roof structure is to be entirely replaced in kind. The existing concrete foundations and slabs, steel columns and bracing, support brackets, and storage building are to remain. The replacement structure will be supported by six existing steel columns (6" x 12" steel tube columns) and existing concrete foundation. Upon completion of the wooden roof structure replacement, the bandstand steel columns and attached storage building will be cleaned and painted. None of the bandstand structure bolts are to be reused.
- The major elements of the wooden roof structure include two-6.75" W x 29" D laminated beams (appr. 32 ft long), five-5 "W x 25.25" D architecturally curved laminated cross beams (appr. 36 ft. long), approximately 1,500 SF of T&G roof decking with asphalt shingles and approximately 155 FT of trim boards (wave & straight fascia). These elements, as well as other roof structure components (i.e.: outlooker beams, wind brace assembly, hanger brackets), are detailed and listed on the attached design drawings and bill of lading.
- The successful bidder (Contractor) will remove and dispose of the entire wood roof structure, including straight and curved beams, roof decking, asphalt shingles and trim in its entirety.
- All wooden replacement members must be treated for water and moisture resistance.

- The Contractor shall secure and make safe the entire construction site area to the public. The entire construction site must be made inaccessible to the public during times of no construction activity.
- All Contractors shall be licensed in the State of RI for all trades required by this RFP and will not be allowed to sub-contract any of the services required without prior authorization from the Town. It is the responsibility of the Contractor to ensure that any additional subcontractor work and subsequent costs associated with subcontract work receive prior authorization by the Town. Copies of Contractor's licenses must be submitted with this RFP submission. Failure to maintain a Rhode Island License(s) and/or insurance coverage is grounds for immediate termination.
- Contractors must conform to RI Prevailing Wage requirements, set forth in RIDLT Municipal Contract Addendum, Prevailing Wage Requirements (RIGL 37-13-1 Et Seq). Information can be obtained at the following website: <http://www.dlt.ri.gov/pw>
- The Town of North Kingstown shall hold the Contractor liable for all damage caused by his employees to any Town equipment, apparatus, existing or installed property and buildings. The Contractor shall procure, at his expense, all necessary insurance, licenses and permits and shall conform to all laws and regulations.
- All bidders under consideration will be evaluated as to experience, company status and history, and ability to perform work required in this RFP. To evaluate the capabilities of the bidder more easily with respect to the above, bidders must furnish the following information in this bid (bidder must also complete attached forms relative to company history, experience, and subcontractors):
 1. Company qualifications
 2. Relevant experience with similar contracts, presently or previously.

**DEPARTMENT OF PUBLIC WORKS
TOWN BEACH BANDSTAND
WAVE BEAM ROOF STRUCTURE REPLACEMENT**

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ATTACHMENTS:

**Drawings/Details
Bill of Lading**

SELECTION CRITERIA

The bid will be evaluated as to R.I.G.L. 45-55-5.2(2) "Competitive Sealed Bidding" and the award shall be made based on the lowest evaluated or responsive bid price from a qualified Contractor.

The following factors will be considered in determining the lowest evaluated or responsive bid price:

- Ability to perform the services as reflected by workload and the availability of adequate personnel, equipment, and facilities to perform the service expeditiously.
- Record of the vendor in accomplishing similar work. (List references and similar contracts, completed or currently in progress, on Experience Sheet.) Completion of Experience Sheet is required for bid consideration.
- Quality of work previously performed by the vendor for the Town of North Kingstown, if any.
- Meets or exceeds Insurance Requirements.
- Rhode Island Contractors License number as issued by the State of Rhode Island, if required.
- Attendance at Pre-bid Conference – **HIGHLY RECOMMENDED**

NOTE: IN OUR ONGOING EFFORTS TO PREVENT FRAUDULANT ACTIVITY, ALL SUCCESSFUL BIDDERS WILL BE REQUIRED TO SUBMIT THE FOLLOWING:

- **VENDOR'S BANKING INFORMATION (NAME OF BANK, ROUTING NUMBER, AND LAST FOUR NUMBERS OF ACCOUNT NUMBER)**
- **A COPY OF THE VENDOR'S W-9**

**DEPARTMENT OF PUBLIC WORKS
TOWN BEACH BANDSTAND
WAVE BEAM ROOF STRUCTURE REPLACEMENT
INFORMATION FOR BIDDERS**

ARTICLE 1. RECEIPT AND OPENING OF BIDS

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the Purchasing/Finance, Town Municipal Offices, 100 Fairway Drive, North Kingstown, Rhode Island 02852, and clearly marked with the name of the item bid, and the date and time of opening. Bids will be received by the Purchasing Agent up to the specified time as noted on the Invitation to Bid, and publicly opened and read aloud at the specified time.

Proposals submitted for a specified item must not be combined under the same cover with any other bid item.

It is the bidder's responsibility to see that their bid is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Any bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to delay in the mails for which the bidder is not responsible. Conditional or qualified bids will not be accepted.

ARTICLE 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. Erasures or other changes must be explained or noted over the signature of the bidder.

Each bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the established opening time.

The Town may consider any bid not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all proposals in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or formality in same, or to accept any proposal deemed to be in the best interest of the Town.

ARTICLE 3. TELEGRAPHIC MODIFICATION

Telephonic, telegraphic, or oral bids, amendments or withdrawals will not be accepted.

ARTICLE 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modifications of their bid after such bid has been opened.

ARTICLE 5. QUALIFICATIONS OF THE BIDDER

The Town reserves the right to request each bidder to present evidence that they are normally engaged in purveying the type of product or equipment bid on. No bid shall be considered from bidders who are unable to show that they are normally engaged in purveying the type of product or equipment specified in the bid proposal.

To receive full consideration, the bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the Town may have full information available when analyzing the proposals.

ARTICLE 6. OBLIGATIONS OF THE BIDDER

At the time of opening of bids, each bidder will be presumed to have inspected the Specifications and Contract Documents (including all addenda) which have been posted on the Town of North Kingstown and State of Rhode Island Purchasing websites. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

When applicable, each bidder must inform themselves fully of the conditions relating to the construction of the project or work to be performed and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract. The contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, or public activity, adjacent to the project work.

Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to the proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

ARTICLE 7. BID SECURITY IS TO BE 5% OF THE CONTRACT PRICE.

A 5% Bid Security Bond will be submitted with the submission of this RFP to the Town. This surety bond is required for the Bidder to have their submission considered by the town.

ARTICLE 8. “OR EQUAL” BIDDING

The Town does not intend to consider an alternative roof structure design that is not an in-kind replacement. The replacement structure must have the same geometrical look and aesthetics, and able to be supported by the existing columns and foundation. However, the Town will consider alternate materials for the structure if advantageous to the Town with respect to useful life, maintenance, cost, weight, or design loads. Any proposed alternate material will be considered acceptable provided it is in the opinion of the Town to be of equal substance and function.

ARTICLE 9. PRICES

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

The prices in this bid shall be irrevocable for ninety (90) days, or until the bid is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

ARTICLE 10. TAX EXEMPTIONS

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt from payment of Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.

ARTICLE 11. CONTRACT PERIOD AND TERM OF AGREEMENT

The Bidder must submit a Substantial Completion Date on the appropriate section of the Bid Form. Failure to do so may result in their bid being disqualified.

If financially advantageous to the Town of North Kingstown, or required due to unforeseen project conditions, this contract may be extended, when agreed to in writing by both parties.

ARTICLE 12. LABOR REGULATIONS (*When Applicable to Bid*)

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

- a. Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wages, obligations, and charges by Contractors on public works projects.
- b. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS.)

- c. The successful bidder will be required to comply with the Davis-Bacon Act (40USC 2 to a-7) as supplemented by Department of Labor regulations (29CFR Part 5).
- d. The successful bidder will be required to comply with the Contract Works Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations (29CFR, Part 5).
- e. The successful bidder will be required to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- f. The successful bidder will be required to comply with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
- g. The successful bidder will be required to comply with the Safety and Health regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
- h. The successful bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

ARTICLE 13. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the “Manual of Accident Prevention in Construction” published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596) (including lockout tagout requirements), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the” Federal Register”, Volume 36, No 75.
- b. Always exercise every precaution for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at the construction office or other well-known place at the job site, all articles necessary for giving first aid to the injured and/or arrangements for the immediate removal to a hospital or a doctor’s care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at the job site before the employer has made a standing arrangement for the removal of injured persons to a hospital or a doctor’s care.

ARTICLE 14. INSURANCE

The contractor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, their operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Town.

The contractor shall also indemnify and save harmless the Town of North Kingstown against all claims of whatever kind and nature due to, or arising out of, their breach or failure to

perform any of the terms, conditions, or covenants of the contract resulting from acceptance of their bid.

The contractor shall furnish the Purchasing Agent with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The contractor shall provide a certificate of insurance as specified in the bid specifications. Contracts of insurance (covering all operations under this contract) shall be kept in force until the contractor's work is fully complete and accepted by the Town.

The limits of the insurance must be at least in the amounts specified below; *

1. Commercial General Liability-Occurrence Form \$1,000,000/\$1,000,000.
2. Automobile Liability - \$1,000,000.

With both of the above naming the Town as additional insured.

3. Worker's Compensation (if legally allowed and available). Waiver of subrogation applies to Worker's Compensation

The contractor shall secure, pay for, and maintain insurance as necessary to protect themselves against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner, and shall secure, pay for and maintain insurance as necessary to protect against errors and omissions which may result from this project.

ARTICLE 15. PERFORMANCE BOND & LABOR AND MATERIAL PAYMENT BOND

The successful bidder will be required to furnish the Town with a Performance Bond and a Labor and Material Payment bond, each in the amount of 100% of the contract price, as security for the faithful performance of the Contract and executed by a surety company licensed to do business in the State of Rhode Island and approved by the Town. The failure of the successful bidder to supply the required bonds within a time specified or within such extended period as the Town of North Kingstown may grant based upon reasons determined sufficient by the Town, shall constitute a default, and the Town may either award the contract to the next lowest bidder or re-advertise for bids.

ARTICLE 16. LAWS, ORDINANCES, AND CODES

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United State Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

ARTICLE 17. LIQUIDATED DAMAGES

The successful bidder, upon their failure or refusal to execute and deliver the contract and bonds required within 15 days after receipt of a Notice to Award, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the Bid.

Failure on the part of the contractor to complete the project within the agreed time schedule, as may be extended due to project conditions, will result in a liquidated damages cost of one hundred dollars (\$100.00) per day, excluding Saturdays, Sundays and holidays to the contractor, until completion (final acceptance), excluding warranty periods. The Town may apply liquidated damage costs to current payment requests not yet paid.

ARTICLE 18. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE 19. SPECIAL CONDITIONS & IMPORTANT BIDDING CONSIDERATIONS

The contractor is reminded to pay particular attention to the contract documents and specifications which deal with the following.

- a. Date and time for the submission of sealed bids
- b. Project Scope
- c. Insurance requirements
- d. Wage rates
- e. Alternative material design options for the roof structure
- f. Pre-Bid Conference information
- g. Project safety considerations

ARTICLE 20. METHOD OF AWARD – LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded. If such bid exceeds such an amount, the Owner may reject all bids. The awarding authority will not award this contract unless the contractor furnishes satisfactory evidence of his/her ability and experience to perform this work, and that he/she has sufficient capital and equipment to enable him/her to complete the work successfully and to complete it within the time named in the contract.

As part of the bid, the contractor must submit a list of five similar and successfully completed jobs, whose relevance to the proposed job shall be evaluated by the awarding authority. The name, address, and telephone number of a contact person involved with each of these projects must be included so they can be investigated prior to the award of the contract.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that of _____ as Principal, hereinafter called Contractor, and, as Surety, hereinafter called Surety, are held firmly bound unto the **TOWN OF NORTH KINGSTOWN, RHODE ISLAND** as obligee, hereinafter called Owner, in the amount of \$ _____ in lawful money of the United States for the payment whereof Contractor 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, the Contractor entered into a certain contract with the Owner, dated the _____ day of _____ 2020 a copy of which is hereto attached and made a part hereof for the reconstruction of:

DEPARTMENT OF PUBLIC WORKS TOWN BEACH BANDSTAND WAVE BEAM ROOF STRUCTURE REPLACEMENT

for the **TOWN OF NORTH KINGSTOWN, RHODE ISLAND**, in accordance with the Contract and the Contract Documents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. The Surety, for valued received, hereby stipulates and agrees that no change, extension of time, alteration, or condition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way 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.
2. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
3. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
4. No suit or action shall be commenced hereunder by any claimant;

- (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- (b) After expiration of one (1) year following the date on which Principal ceased Work on said Contract, or one (1) year from the date on which final payment under the contract falls due, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (c) Other than a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 2020.

WITNESS

BY: _____

WITNESS

BY: _____

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 where the PROJECT is located.

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that of _____ as Principal, hereinafter called Contractor, and, as Surety, hereinafter called Surety, are held firmly bound unto the **TOWN OF NORTH KINGSTOWN, RHODE ISLAND** as obligee, hereinafter called Owner, in the amount of \$ _____ in lawful money of the United States for the payment whereof Contractor 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, the Contractor entered into a certain contract with the Owner, dated the _____ day of _____ 2020, a copy of which is hereto attached and made a part hereof for the reconstruction of:

**DEPARTMENT OF PUBLIC WORKS
TOWN BEACH BANDSTAND
WAVE BEAM ROOF STRUCTURE REPLACEMENT**

for the **TOWN OF NORTH KINGSTOWN, RHODE ISLAND**, in accordance with the Contract and the Contract Documents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. The Surety, for valued received, hereby stipulates and agrees that no change, extension of time, alteration, or condition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way 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.
2. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
3. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

4. No suit or action shall be commenced hereunder by any claimant;
- (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After expiration of one (1) year following the date on which Principal ceased Work on said Contract, or one (1) year from the date on which final payment under the contract falls due, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 2020.

WITNESS

BY: _____

WITNESS

BY: _____

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 where the PROJECT is located.

LAWS PERTAINING TO PUBLIC WORKS PROJECTS
(General Laws of Rhode Island [1977 Reenactment])

37-13-5. Payment for trucking or materials furnished – Withholding of sums due. –A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

37-13-6. Ascertainment of prevailing rate of wages and other payments-Specifications of rate in call for bids and in contract. –Before awarding any contract for public works to be done, the proper authority shall ascertain from the director of labor and training the general prevailing rate of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training, and educational funds (payments to the funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village, or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract for the public works. The proper authority shall, also, specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to the welfare, pension, vacation, apprentice training, and education funds existing in the locality for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract or work.

37-13-7. Specifications in contract of amount and frequency of payment of wages. – (a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the State of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the State of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the State of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates no less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the

contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms “wages”, “scale of wages”, “wage rates”, “minimum wages”, and “prevailing wages” shall include:

(1) The basic hourly rate of pay; and

(2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pension on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(C) The term “employees”, as used in this section, shall include employees of contractors of subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt Flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsection (a) and (b).

(D) Omitted.

STANDARD FORM OF AGREEMENT

Owner and Contractor

where the basis of payment is a STIPULATED SUM

AGREEMENT

Made as of the _____ day of _____ in the year Two Thousand and Twenty,

BETWEEN the Owner: Town of North Kingstown
(Name and address) 100 Fairway Drive
North Kingstown RI, 02852-5762

and the Contractor:
(Name and address) _____

The Project is: DEPARTMENT OF PUBLIC WORKS
TOWN BEACH BANDSTAND
WAVE BEAM ROOF STRUCTURE REPLACEMENT

The Owner and Contractor agree as set forth below:

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; these 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, and includes the bid specifications and all documentation incorporated into the request for bids. The Contractor proposes to furnish all materials and labor to perform the specified replacement of the Beach Bandstand wave beam roof structure, painting of certain bandstand elements to remain, and the demolition and removal of all components- as outlined on the scope of work. Installation and construction shall comply with the RI building code. All debris is to be removed from the site and disposed of in the appropriate manner. Warranty to include 100% labor and material per manufacturing defects, including workmanship warranty, contractor to indicate coverage in proposal. A North Kingstown Building Permit is required for this work.

THE WORK OF THIS CONTRACT

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

ARTICLE 3

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

DATE SHALL BE SET IN THE NOTICE TO PROCEED AS WEATHER PERMITS.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens, and other security interests.

- 3.2 The Contractor shall achieve Substantial Completion of the entire work no later than the date submitted on the Bid Form, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated Damages = \$100.00 per Day

ARTICLE 4

CONTRACT SUM

- 4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of _____ subject to additions and deductions as provided in the Contract Documents.

- 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

- 4.3 Unit prices, if any, are defined in the bid proposal .

ARTICLE 5

PROGRESS PAYMENTS

- 5.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 OMITTED.

5.4 Each Application for Payment shall be based upon the 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This Schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.7 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the Percentage of completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%).

5.6.2 Add 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), less retainage of five percent (5%).

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Owner has withheld or nullified an Application for Payment.

5.7.1 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.2 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-eight percent (98%) of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work and unsettled claims.

ARTICLE 6 **FINAL PAYMENT**

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

6.1.1 The Contract has been fully performed by the Contractor; and

6.1.2 A final Application for Payment has been issued by the Contractor.

6.2 Such final payment shall be made by the Owner not more than 45 days after the issuance of the Final Application for Payment, or as follows:

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision.) Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Other provisions:

7.2 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.3 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 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Articles 13, 54 & 55 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 60 of the General Conditions.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor and the remainder to the Owner.

OWNER

CONTRACTOR

(Signature)

(Signature)

Adam White, DPW Director

(Printed name and title)

(Printed name and title)

MUNICIPAL CONTRACT ADDENDUM
RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING
PREVAILING WAGE REQUIREMENTS
(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsman, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL 37-13-7;
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL 37-13-11; posters may be downloaded at <http://www.dlt.ri.gov/lmi/business/post/htm> or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment for contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL 37-13-8;
5. Attach **ja is a** copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one work as provided by RIGL 37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at <http://www.dlt.ri.gov/pw/pwFormsPubs.htm>, as required by RIGL 37-13-13, and make those records available to the Department of Labor and Training upon request;

8. Furnish the fully executed RI Certified Weekly Payroll form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Any violation of RIGL 37-13-13 of Certified Weekly Payroll Forms and Daily Logs will result in the department imposing a penalty on the contractor of a minimum of one hundred dollars (\$100) for each calendar day of noncompliance.
11. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has an OSHA ten (10) hour construction safety certification in compliance with RIGL 37-23-1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
13. Comply with all applicable provision of RIGL 37-13-1, et.seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT
ADDENDUM and understand my obligations as stated above.

By: _____

Title: _____

Subscribe and sworn before me this ___day of _____,20 ___.

Notary Public

My commission expires: _____

GENERAL WAGE DECISION

The State of Rhode Island Department of Labor, Division of Professional Regulation General Decision Modification document current as of the bid issuance date for this Project, is an integral part of the Bid Documents for use in fulfilling prevailing wage rate requirements. A copy is available on the web site of the State of Rhode Island Department of Administration, Division of Purchases.

The Division of Purchases Web Site Address: www.purchasing.ri.gov

Click on “General Information”; under “Information Options”; click on “Prevailing Wage Tables”.

In accordance with RIGL 37-13-13; every Contractor and Subcontractor awarded a contract for Town projects shall submit completed RI Certified Weekly Payroll forms listing employees employed on the project to the Awarding Authority (Town of North Kingstown Representatives) on a monthly basis for all work completed in the preceding month. Awarding Authorities, Contractors and Subcontractors shall provide any and all payroll records to the RI Department of Labor & Training within ten (10) days of any request that is made by the department.

END OF GENERAL DECISION

BID DOCUMENTS

**DEPARTMENT OF PUBLIC WORKS
TOWN BEACH BANDSTAND
WAVE BEAM ROOF STRUCTURE REPLACEMENT**

TO: Town of North Kingstown
100 Fairway Drive
North Kingstown, RI 02852
ATTN: Kristine Kinder, Purchasing/Finance

Proposal of _____ (hereinafter called "**BIDDER**"), organized and existing under the laws of the State of _____ doing business as a _____* to the **TOWN OF NORTH KINGSTOWN, RHODE ISLAND** (hereinafter called "OWNER"):

In compliance with our Advertisement for Bids, BIDDER hereby proposes to furnish and perform all work in accordance with the Plans, Specifications and Contract Documents, within the time set forth therein, and at the prices stated on the attached Bid Form.

In accordance with Article 6. Obligations of the Bidder, of the Information for Bidders, the BIDDER shall explain in detail and attach to this proposal any exceptions or deviations from the provisions contained in the Technical Specifications.

In accordance with Article 14. Insurance, of the Information for Bidders, the BIDDER shall provide a certificate of insurance covering all operations under this contract. The certificate of insurance meeting all conditions set forth therein shall be submitted prior to award of contract.

By submission of this bid, the BIDDER acknowledges to have inspected the project sites and report any irregularities and/or unusual conditions to the Owner.

By submission of this bid, the BIDDER certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that his bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

DATE OF SUBSTANTIAL COMPLETION: _____

BIDDER acknowledges receipt of the following ADDENDA:

ADDENDUM _____ DATED _____
ADDENDUM _____ DATED _____
ADDENDUM _____ DATED _____

*Insert, "A corporation, a partnership", or "an individual" as applicable.

BID FORM

**DEPARTMENT OF PUBLIC WORKS
TOWN BEACH BANDSTAND
WAVE BEAM ROOF STRUCTURE REPLACEMENT**

DATE _____

Contractor's Name: _____

Address: _____

To: Town of North Kingstown/Finance Department.

The undersigned Contractor proposes to furnish all materials and labor to perform the scope of work outlined on page 2. If more work from unforeseen conditions is required, the additional work must be discussed with the Town to come up with a time and material cost that is agreed upon by the Town and contractor. All debris is to be removed from the site and disposed of in the appropriate manner. Warranty to include 100% labor and material. A North Kingstown Building Permit is required for this work.

▪ BID TOTAL:

(In Figures)

(Written)

PROJECT SUBSTANTIAL COMPLETION DATE: _____

CONTRACTOR'S LICENSE NUMBER: _____

The quantities shown above are estimates only. The town does not guarantee the amounts and advises that they could be more or less without adjustment in the unit price to be paid to the Contractor. The bid total shall be used for comparison of proposals.

The BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informality in the bidding.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of his bid, the BIDDER will execute the formal contract attached within 10 days and deliver a performance bond and a labor and material payment bond as required by the General Conditions.

Is to become the property of the OWNER in the event the contract and bonds are not executed with the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

The undersigned declares: that the only person interested in this proposal as principals are named herein as such; that no official of the OWNER and no person acting for or employed by the OWNER is interested directly or indirectly in this proposal or in any contract which may be made under it, or in any expected profits to arise therefore; that this proposal is made in good faith, without fraud, collusion or connection with any other person bidding or refraining from bidding for the same work; that he has examined carefully the said instructions and all other documents bound herewith, and the contract drawings relating to the contract covered by this proposal and hereby makes them part of this proposal; that he has informed himself fully in regard to all conditions pertaining to the work and carefully checked his estimates of cost and from them makes this proposal.

Respectfully submitted:

Contractor (BIDDER)

SEAL-
If bid is by a Corporation

By _____
Signature & Title

Address: _____

Telephone: _____

EXPERIENCE SHEET

The following experience sheet shall be completed by each bidder. Any bid submitted without a fully completed experience sheet may be rejected by the Owner.

Have you ever failed to complete any work awarded to you? If so, please state where and why.

What projects similar to this one has your organization completed within the last 5 years?

(Separate sheets may be submitted for this information)

Class of Work	Contract Amount	When Completed	Name, address and telephone number of Contact person
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BIDDER'S NAME