City of Newport

Bid #13-063

Restoration of Easton's Beach Facility

Addendum No. 1

With Corrected Bid Document

The Bid document that was posted on March 15, 2013 for the Restoration of Easton's Beach Facility, incorrectly listed the mandatory pre-bid meeting and closing date.

The <u>CORRECTED</u> mandatory pre-bid conference is Thursday March 21, 2013 at 10:00AM at Easton's Beach, 175 Memorial Blvd., Newport, RI 02840.

The <u>CORRECTED</u> closing date of the bid is : Thursday March 28, 2013 at 2:00PM

<u>The Correct bid document is attached</u>

CITY OF NEWPORT, RHODE ISLAND
PURCHASING DIVISION
NOTICE TO BIDDERS

SEALED BID/PROPOSAL
#13-063

Sealed Bids/Proposals are being requested to provide **Restoration to Easton's Beach Facility**, in accordance with all terms and specifications contained herein, will be received in the Purchasing Office, City Hall, 43 Broadway, Newport, R. I., until:

Two (2:00) P.M., Local Time 28 March 2013
This will not be a public opening at this time.

There will be a **MANDATORY pre-bid conference** for this bid package. **The pre-bid is scheduled for March 21, 2013 at Easton's Beach at 10:00 AM**. For more information about the project or its intent please contact **Eric J. Earls, PE, City Engineer, at (401) 845-5842.**

Bids/Proposals must be submitted in **two sealed envelopes** addressed to the Purchasing Office, City Hall, 43 Broadway, Newport, R.I. 02840, and must be plainly marked in the lower left hand corner. The design and all supporting documentation shall be submitted in one envelope clearly labeled, **"Easton's Beach Facility Restoration #13-063"**. The proposal page with price shall be submitted in a separate envelope labeled **"Easton's Beach Facility Restoration #13-063 – PRICE."** The City requests that each bidder provide one (1) electronic copy on a CD with your hardcopy submittal.

We encourage all bidders to read the entire bid package to fully understand the scope of the project and the requirements set forth by the City. Each Bidder must submit, at a minimum, the completed proposal pages; including the acknowledgement of addendum, unit bid prices, questionnaire, corporate information page and a certified check or proposal bond in the amount of five percent (5%) of the total bid amount, satisfactory to and payable to the order of the City of Newport, RI. **Failure to submit all required documentation may result in disqualification of the bid.**

Note: Bid Tabulations will be posted on the City of Newport website generally within twenty-four (24) hours of the closing date. The bid tabulation area is located at www.cityofnewport.com under purchasing. The tabs are listed by bid number.

It is the bidder's responsibility to see that the bid is delivered within the time and at the place prescribed. Bids received prior to the time of opening will be securely kept, unopened. Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner. No bid or modification thereof received after the time set for opening will be considered, even if it is determined by the City that such non-arrival before the time set for opening was due solely to the delay in the mails for which the bidder is not responsible.

Any bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the undersigned, in writing, not less than five (5) days before the bid opening.

Any change or interpretation made as a result thereof will be published in an addendum and mailed to all prospective bidders. Should a bidder still not be satisfied, he may, in the bid, set out and stipulate the exception, with enough explanation to be understood by the City and, within the stipulation, the INCREASE or DECREASE in the bid price because of the exception shall be stated. The City may, at its discretion, accept or reject any or all exceptions.

Federal Excise Taxes and/or Rhode Island Use Taxes are not to be included in the bid. The City will execute exemption certificates if furnished by the bidder when submitting his invoice.

The bidder will state the approximate delivery date in the bid, or the time required to make delivery after notification of award.

The right is reserved, as the interest of the City may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof. The City of Newport reserves the right to reject any or all proposals or to accept any proposals deemed to be for the best interest of the City.

The technical point of contact for this package is Eric J. Earls, P.E. at (401) 845-5842, email - eearls@cityofnewport.com.

Note: All bidders are responsible for insuring that no **addenda** have been made to the original bid package. All bid packages and addenda are located at www.cityofnewport.com under (Active Bids) within the Purchasing webpage using the above bid/proposal number or you can contact the Purchasing Department.

Prevailing Wage - Any construction over $ 1,000.00 is required by state law to pay state prevailing wage. A current copy of the most recent Prevailing Wage scale is obtained from the State of Rhode Island, Department of Labor and Training, Division of Professional Regulation or at the Davis-Bacon Wage Determination link. It is also by request for each construction bid document. All vendors supplying construction services must submit certified payrolls from any contractor and sub-contractor who work on the project. No payments are made until all payrolls are up to date, and correct.

Prevailing Wages also applies to ALL other (Non-Construction) Requirements. If the City's requirement is sealed bid, the DAVIS-BACON Wage Determination applies.

Buy American Act (1933- Sections 10 (a-d) of Title 41) and **Buy American Act Provision** (1982 - Section 5323(j) of Title 49) apply to this requirement, and therefore, documentation may be requested in support.

CITY OF NEWPORT, RHODE ISLAND
Erin Mulligan, Purchasing Agent
(401) 845-5414

GENERAL CONDITIONS

1. The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of Service Providers prior to award and to select and negotiate the Service Provider services in the best interest of the City.
2. The Service Provider shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 60 days from the deadline for submission of proposals.
3. The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Service Provider.
4. The Service Provider shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
5. All original documents and drawings shall become the property of the City after completion of the Service Provider's work.
6. The City of Newport intends to recommend award of a contract to the City Council for the requested services within one (1) month of receipt of the proposals. The Service Provider shall be prepared to commence work immediately upon execution of a contract with the City.
7. Awards will not be made to any person, firm or company in default of a contract with the City, the State of Rhode Island or the Federal Government.
8. The Service Provider hereby agrees that it will assign to the City of Newport all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Newport.
9. Unless otherwise stated, invoices are to be submitted (to Accounting Office) in duplicate upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, extensions and total amount(s) due.
10. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.
11. City is exempt from all sales and Federal excise taxes. Our exemption number is 05-6000-260. Please bill less these taxes.
12. The City of Newport's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.
13. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.
14. This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.
15. Unless otherwise specified all costs listed are firm for the term of the contract.
16. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
17. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.

18. If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.
19. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
20. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to a Request for Proposals.
21. All contracts entered into by the City of Newport shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.
22. The Service Provider selected for this project shall procure and maintain the following types of insurance:
    - Statutory Workers Compensation and Employer's Liability Insurance
    - Professional Services Liability Insurance for errors and omissions ($1,000,000.00 minimum)
    - Liability and Property Damage Insurance (a) Bodily injury liability: $500,000 each person, $1,000,000 each occurrence; (b) Property damage liability: $500,000 each occurrence, $1,000,000 aggregate.

INFORMATION FOR BIDDERS

1. PROPOSALS RECEIVED

The City of Newport, Rhode Island, through its Purchasing Division (hereinafter called the Owner), will receive proposals for **Easton's Beach Facility Restoration** and appurtenant works at the time and place and under the conditions stated in the Notice to Bidders.

2. WORK INCLUDED

Hurricane Sandy produced high winds, extreme storm surge, and wave action resulting in flooding and damage to the City of Newport's Easton's Beach Facility. The intent of the project is for the restored beach facility to function as a "wash out" building that will require the minimum amount of repair as the result of future coastal flooding events

MATERIALS

Only flood-damage-resistant materials and finishes shall be utilized below the design flood elevation specified in ASCE 24, Table 5-1. Shop drawings shall be submitted and approved by City staff prior to installation**.** Items and materials installed without City approval may be required to be removed at the Contractor's expense.

UTILITIES AND EQUIPMENT

Utilities and attendant equipment shall be located at or above the design flood elevation specified in ASCE 24, Table 7-1, or shall be constructed so as to both resist the wave action and prevent water from entering or accumulating within the components during conditions of flooding in accordance with ASCE 24.

Building A is a two-story building that contains offices, a retail space, lifeguard facilities, shower rooms, toilet room, and storage space. The exterior walls are constructed of solid masonry with steel lintels over wall penetrations. This building requires the following repairs:

Windows & Doors

- Remove and replace in-kind one (1) full glass exterior single door w/ casing and no divided lights (east facing)
- Remove and replace in-kind two (2) 80" x 56" exterior windows w/ casing, (south facing)
- Replacement windows shall be non-opening
- No divided lights
- Windows shall comply with all relevant building codes associated with wind loads
- Replace one galvanized steel double ¾ ¼ door with window and casing, (south facing, see Appendix for details on original door)
- Remove and replace in-kind one (1) 6' full glass exterior double-door, w/ casing and no divided lights (west facing)
- Remove and replace one (1) full glass exterior single door with a solid panel exterior aluminum door w/ casing (north facing)

- Remove and replace two (2) 3' interior wooden doors and jams with aluminum solid panel interior door units
- Install one (1) full glass interior 6' aluminum double door with casing between store and first aid room
- In locations where existing doors / windows are to be replaced and the existing openings are framed with wood, the material shall be replaced with masonry that is in-kind with the surrounding masonry. No wood, dry wall or other material susceptible to water damage shall be utilized.
- All doors shall meet ADA requirements and be lockable with a key with the exception of the restroom and shower rooms locks that shall have privacy locks.

Electrical, Lighting, Heat and Fire Alarms

Replace all interior electrical systems including conduit, lights, receptacles, ceiling fans, fire alarm equipment, exit lights and emergency lighting

- Remove and replace the electrical sub panel
- All electrical conduits shall be schedule 80 PVC.
- All boxes, outlet and switch covers shall be commercial grade plastic.
- Double outlets shall be spaced ~ 8' apart and located 48" above the floor with conduit descending from the ceiling line for each outlet
- Adequate interior lighting (per national electric code) shall be provided for each of the three large open rooms, showers and the unisex restroom.
- All light fixtures shall be corrosion resistant, vapor proof and energy efficient.
- All interior lighting shall be activated by motion sensors for energy efficiency.
- Provide conduit to and replace all existing exterior outlets on the first floor of building A
- Provide and install overhead circulating fans rated for the appropriate square in each of the three large rooms.
- The toilet room and shower rooms shall include commercial grade exhaust fans ducted to the outside.
- Provide and install quiet energy efficient ceiling mounted electric heating unit(s) for the beach store only, properly sized for the space
- Electrical plans shall meet all relevant codes and be approved by the Electrical Inspector.
- The Fire alarm system shall be restored as required by code and connected to the main alarm panel
- Fire alarm locations and specifications shall be coordinated with the Newport Fire Department and the City's fire alarm contractor, Coastal Electric Inc.

Shower Rooms & Unisex Restroom

Design, furnish and construct two (2) shower rooms and one (1) unisex toilet room

- See included conceptual sketch in the Appendix
- The unisex toilet room and one shower room shall be fully ADA compliant
- The scope shall include all plumbing, electrical and mechanical work associated with these facilities
- Hot water shall be provided by a high efficiency gas fired “tankless” water heater, plumbed into the existing gas supply and mounted on the wall
- All new walls shall be constructed with masonry in character with the existing block walls.
- All new masonry shall be structurally pinned to the floor and adjacent walls to prevent movement and damage from future flood events.
- Shower enclosures shall be durable one piece units designed and to require minimum maintenance.
- Shower rooms and unisex restroom shall include visual alarms in compliance with the fire code.
- Tie in drain system to existing PVC vent pipe in the ceiling of the locker room

Foot Wash & Utility Sink

- See included conceptual sketch in the Appendix for approximate locations
- Reinstall existing foot wash basin including hot / cold first faucet suitable for first aid
- Provide and install a utility sink with hot/ cold water
- Note the existing drain line and water line servicing the 2nd floor food concession must be kept operational

Concrete Floors, Support Post & Masonry

- Repair, level and repair all concrete floors as need
- Seal existing drains per code that serviced original toilet room / foot bath and repair concrete floor in kind
- Prepare and paint concrete floors with approved two part epoxy floor paint per manufacturer instructions in color approved by City of Newport
- Enclose one existing interior doorway between the beach store and the first aid room with masonry in-kind with the adjacent walls
- Remove one existing interior window between the beach store and the locker room and enclose with masonry in-kind with the adjacent walls
- Cut, repair and paint one (1) steel support post that is free at the floor level in lifeguard locker room.

Painting

The project shall include the preparation and painting of all new and existing interior walls, ceilings, and the steel joist system.

- All masonry shall be painted with “Dri-lock” system or approved alternative in accordance with manufacturer instructions.
- All loose paint shall be mechanically removed and the walls shall be cleaned of mold and dirt.
- All exposed metal with surface rust on the walls and steel joists shall be ground to bare metal and treated with a rust stabilizing primer prior to the painting of the walls.
- The overhead steel joists and shall be spray painted with Sherwin Williams Zinc Rich primer and paint or equivalent per manufacturer instructions.
- Colors to be approved by the City of Newport.

Building B is a 12-sided two story building that contains the Save the Bay aquarium exhibit on the entire first floor and a partial basement. The second floor of this building is a large ballroom used for functions. The ground floor exterior walls and interior support walls are constructed of masonry blocks. This building requires the following repairs:

- Remove and replace in-kind two exterior (2) 6’ full glass aluminum double doors with casing and no divided lights
    - In locations where existing doors / windows are to be replaced and the existing openings are framed with wood, the material shall be replaced with masonry that is in-kind with the surrounding masonry. No wood, dry wall or other material susceptible to water damage shall be utilized.
- Remove and replace two (2) double six lite interior wooden doors located on the interior circular walkway around the Save the Bay Aquarium in kind with the existing wooden doors closest to the elevator. Retain door frames and side light panels
- Replace broken glass in side light panels, caulk and paint as needed
- Remove and replace one (1) interior overhead door in including tracks with new aluminum door in kind with the exterior overhead doors. It shall be powder coated white with glass panels and one solid lower panel.
- Remove and replace basement lighting including all conduits per lighting specification listed under Building A
- Treat exposed elevator shaft equipment and metal to protect from corrosion by a qualified contractor

Building C is an eight-sided building that contains the workshop for the maintenance staff on the first floor and the carousel on the second floor. This building is constructed of masonry block on the first floor and wood-frame construction on the second floor. The walls of the workshop area are constructed of CMU block masonry. The remaining first floor area is constructed with concrete columns supporting steel beams and truss joists for the second floor. This building requires the following repairs:

- Repair the walls abutting each side of three large overhead carousel garage doors on the second floor. These walls were shifted approximately up to 3 inches during the storm. Restore walls to original position, secure to prevent future movement and apply caulking at base of walls
- Remove and replace in-kind one (1) 6' full glass double-door with casings. **Note this door shall have divided lights** (entrance to carousel room)

3. PROPOSAL

Each proposal must be made upon forms contained herein. The proposal, as submitted, shall not be separated from the volume containing the other contract documents that are bound with it. The blank spaces in the proposal must be filled in correctly where indicated for each and every item, and the bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm, partnership, or corporation, the proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show also the post office address of the firm, partnership, or corporation.

4. IRREGULAR PROPOSALS

Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids, or irregularities of any kind. Bids which are considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item may be rejected.

5. COMPETENCY OF BIDDERS

Bidders shall be experienced in the kind of work to be performed and shall have the necessary equipment therefore and sufficient capital to properly execute the work within the time allowed. Bids received from bidders who previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that he has the necessary plant to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified. It also may be rejected if he is already obligated for the performance of other work that would delay the commencement, prosecution or completion of the work. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

6. CERTIFIED CHECK OR PROPOSAL BOND

Each bid must be accompanied by a certified check or proposal bond in the sum of five per cent (5%) of the amount of the bid, satisfactory to and payable to the order of the City. The proposal bond (or bonds) and the surety shall be licensed or have surplus line approval to do business in the state of Rhode Island. Such checks or bonds will be

returned to all except the three lowest bidders within three (3) banking days after the formal opening of bids. The checks or bonds will be returned to the three lowest bidders within five (5) days after the execution of the Contract and the furnishing of the required security by the successful bidder.

7. PERFORMANCE AND PAYMENT BOND

The successful bidder, at the time of the execution of the contract, must deposit with the City a surety company bond (or bonds) for the satisfactory completion of the work and the payment of all debts pertaining to materials and labor used or employed in the execution of the contract, in an amount equal to the amount of the contract award. The form of the bond (or bonds) and the surety shall be licensed or have surplus line approval to do business in the State of Rhode Island.

Prior to payment of the final estimate, the Contractor shall furnish a certificate from his surety stating that the performance bond covers the one-year defective workmanship and materials guarantee period.

8. EXECUTION OF CONTRACT

The party to whom the Contract is awarded or his authorized representative will be required to execute the Contract within ten (10) days (not including Sunday) from the Notice to Proceed and, in case of his failure or neglect so to do, the City may, at its option, determine that the bidder has abandoned the Contract, and thereupon the proposal and acceptance shall be null and void, and the security accompanying the proposal shall be forfeited to the City.

9. CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Rhode Island as will protect himself, his sub-contractors, and the City from claims for bodily injury, death or property damage which may arise from operations under this contract. The Contractor shall not commence work under this contract until he has obtained all insurance required under this section and until he shall have filed the certificate of insurance or the certified copy of the insurance policy with the City. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the City of intention to cancel. The amounts of such insurance shall not be less than the following:

Workmen's Compensation and Employers' Liability Insurance shall be secured and maintained as required by the State of Rhode Island.

(a) Public Liability, Bodily Injury, and Property Damage:

1.	Injury or death of one person:	$ 1,000,000
2.	Injury to more than one person in a single accident:	$ 1,000,000
3.	Property damage:	$ 1,000,000

(b) Automobile and Truck Public Liability, Bodily Injury and Property Damage:

1.	Injury or death of one person:	$ 1,000,000

2.	Injury to more than one person in a single accident:	$ 1,000,000
3.	Property damage:	$ 1,000,000

10. RESPONSIBILITY OF CONTRACTOR

Attention is directed here particularly to the provisions of the Contract and Specifications whereby the Contractor shall be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur within one (1) year after its completion and acceptance. He shall indemnify and save harmless the City from any damages or costs to which it may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this Contract.

11. FAMILIARITY WITH THE WORK

Bidders are required to carefully examine all Contract drawings and specifications and to make a thorough investigation of conditions at the location of the proposed work. It is the obligation of the bidder to ascertain for himself all the facts concerning conditions to be found at the location of the project, including all physical characteristics above, on and below the surface of the ground, to consider fully these and all other matters which can, in any way, affect the work under this Contract and to make necessary investigations relating thereto, and he agrees to this responsibility with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he will make no claim for, and has no right to, additional payment or extension of time for completion of the work or any other concession because of any misinterpretation or misunderstanding on his part of this Contract or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

12. INTERPRETATIONS

If any person contemplating submitting bids for the proposed work is in doubt as to the true meaning of any part of these proposed Contract documents, he may submit to the City a written request for an interpretation thereof. Any interpretation of such documents will be made only by addenda duly issued and a copy of each addendum will be mailed or delivered to each person receiving a set of said documents. The City will not be responsible for any other explanations or interpretations of such documents that anyone presumes to make on behalf of the City before expiration of the time set for the receipt of bids.

13. RIGHT TO REJECT

The City reserves the right to reject any or all proposals or to accept any bid deemed to be for its best interest.

14. WITHDRAWAL OF PROPOSALS

Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner.

15. ESTIMATE OF WORK

For bidding purposes, the work has been subdivided into the items identified within the proposal pages of this document. The quantities provided for the items are to be considered as approximate and are given solely for comparison of bids. The City does not expressly or by implication agree that the actual quantity shown for any item will correspond therewith and it reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary by the Director of Public Services.

16. TIME FOR COMPLETING WORK

The Contractor shall be required to reach substantial completion within 60 days of the City issuing a Notice to Proceed. **NOTE: the implementation schedule shall be used in determining the award of this contract.**

17. TAXES

The bidders' attention is directed to the fact that certain taxes, including Federal excise and/or Rhode Island Use Taxes are not applicable to City work. The City will execute exemption certificates for the materials and equipment used in the work.

18. WAGES

The attention of bidders is called to the requirements for compliance with the applicable provisions of Rhode Island General Laws, Chapter 37-12 and 37-13. The Department of Labor determines the customary and prevailing rate of wages paid to craftsmen, teamsters, and laborers in construction of public works by the State, and by Cities, towns, and by persons contracting therewith for such construction. The latest general wage decision as determined by State Law at the time of this project shall be implemented by the Contractor for this project. The Contractor is responsible for complying with all wage laws. Attached are sections 37-13-5, 37-13-6, and 37-13-7 of the General Laws of Rhode Island as required to be inserted by Section 37-13-9. Further information may be obtained from the Office of the Department of Labor, 220 Elmwood Avenue, Providence, Rhode Island.

TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors

SECTION 37-13-5

§ 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 one hundred eighty (180) 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 material man 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.

SECTION 37-13-6

§ 37-13-6 Ascertainment of prevailing rate of wages and other payments – Specification 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.

SECTION 37-13-7

§ 37-13-7 Specification 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 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, 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 not 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, pensions 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 or 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 subsections (a) and (b).

SECTION 37-13-9

§ 37-13-9 statutory provisions included in contracts. – A copy of §§ 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works awarded by the state, any city, town, committee, an authorized agency, or awarding authority thereof, or any person or persons in their behalf in which state or municipal funds are used if the contract price is in excess of one thousand dollars ($1,000).

CITY OF NEWPORT, RHODE ISLAND
CONTRACT AND AGREEMENT

THIS AGREEMENT, made this _____ day of _____in the year 2013, by and between the City of Newport, herein called the "City", party of the first part acting herein through its Mayor, and _____, hereinafter called the "Contractor", party of the second part;

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part itself, its successors and assigns, and the party of the second part for itself and heirs, executors, administrators, successors and assigns as follows:

I. CONTRACT INCLUDES

The Contractor shall furnish all labor, materials, equipment and services for **Easton's Beach Facility Restoration#13-063** and all appurtenant work as defined in the Contract Documents. The Contractor will construct, complete, and finish the same in a timely, thorough, workmanlike and substantial manner, in every respect to the satisfaction and approval of the Director of Public Services, in the manner and within the time hereinafter limited, and in strict accordance with the Notice to Bidders, Information for Bidders, Labor and Wage Requirements, Proposal Form, General Conditions of Contract, Special Conditions of Contract, and Specifications and Details for the work, which together constitute the Contract Documents and the Contract Documents are hereby made a part of this Contract as fully as if the same were repeated at length herein. Change Orders issued hereafter, and any other amendment executed by the City and Contractor shall become and be a part of this Contract.

II. RATE OF PROGRESSS AND TIME OF COMPLETION

The Contractor shall be prepared to commence work under this Contract within ten (10) days after the date of Notice to Proceed. **At no time shall the work to be performed under this contract exceed 60 days beyond the date of the Notice to Proceed**, unless extensions of time are made for reasons and in the manner under Section 20 of the General Conditions of the Contract and/or under Section 13 of the Special Conditions of the Contract. If at any point during the term of this Contract the Contractor does not perform at a satisfactory pace or is continuously delayed in the performance of work in accordance with the agreed upon time schedule, the City shall notify the Contractor in writing of unsatisfactory progress for completing work. If the Contractor fails to substantially improve the performance of the Contract, the City shall proceed with the termination of this Contract in accordance with Section XV of this Contract.

III. TERM OF AGREEMENT

Unless terminated earlier in accordance with the terms of this Agreement, this Agreement shall terminate on **August 17, 2013**. Throughout such time, all unit prices and work specifications as identified herein shall remain in effect.

IV. DAMAGES FOR FAILURE TO COMPLETE ON TIME & AS SPECIFIED

The Contractor shall pay to the City for each and every calendar day that he shall be in default in completing the entire work within the time and specifications stipulated, the sum of Five Hundred Dollars ($500.00) per day unless the time and/or specifications are modified in writing by the City. This sum is hereby agreed upon, not as a penalty, but as liquidated damages, which the City will suffer by reason of such default. The City shall have the right to deduct the amount of any such damages from any moneys due the Contractor under this Contract.

V. PAYMENT

The City, in consideration of the faithful performance by the Contractor of all and singular his covenants, promises and agreements contained herein, agrees to pay the Contractor for the full completion by him of the work embraced in this Contract, in the manner and within the time herein specified and limited to the satisfaction and approval of the designated representative of the City, the prices stipulated in the said proposal, such payment to be made at the time and in the manner and upon the conditions herein expressly provided. Certified payrolls must be submitted prior to final payment.

VI. PARTIAL AND FINAL ESTIMATES

On or about the 15th day of each month, but no more than once a month, the Contractor may submit a Payment Request for the period ending the last day of the previous month. Said Payment Request shall be in such a format and include whatever supporting information as may be required by the City. Each Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this contract and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City shall review the Payment Request and may also review the work at the project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The City shall approve by signature the amount that, in the opinion of the City, is properly owing to the Contractor. The City shall retain five percent (5%) of the progress or monthly payments claimed and pay the Contractor on or before the last day of the following month.

Before final payment is made, the Contractor shall satisfy the City in writing that all bills for labor and materials have been paid, and pass a final inspection from the City's designated representative that determines all work performed under the contract is in compliance with all terms and provisions of all contract documents and applicable laws, rules, regulations, and codes.

The City shall, within thirty (30) days after full completion of all work, pay the entire sum so found to be due hereunder, after deducting there from all previous partial payments, and also all percentages and deductions to be retained under any of the provisions of this Contract. Before final payment is made, the Contractor shall satisfy the City, in writing that all bills for labor and materials have been paid.

VII. CONTRACT AMOUNT

The total amount of the contract is based on the actual quantity of work items completed and the Contractor's unit bid price for each item. The contract award is **$_____.** The total amount paid to the Contractor is dependent upon the amount and type of accepted work completed by the Contractor, and the Contractor's unit bid price for each item.

The Contractor shall comply with all State, Federal and local statutes, ordinances and regulations applicable to the execution and the performance of this Contract and shall procure all necessary licenses and permits.

The Contractor and his/her subcontractors are to maintain all books, documents, papers accounting records and other evidence pertaining to cost incurred, and to make such material available at their respective offices at all reasonable times during the contract period for three (3) years from the date of final payment under the Contract for inspection by the City or any authorized representatives of government, and copies' thereof shall be furnished if requested.

VIII. LIABILITY

A. The Contractor agrees that his/her employees, sub-Contractors, or agents possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.

B. The Contractor shall be liable for all damage caused by its negligent acts, in its services under this Contract or any supplements to this Contract, and shall indemnify and save harmless that City and all its officers, agents, and servants against any claims, suits, actions, damages, liabilities, and direct costs resulting from any negligent acts, willful or reckless misconduct, or negligent' performance of the Contractor, in any forum, brought as a result of such negligent acts, willful or reckless misconduct or negligent performance, and shall carry liability insurance for that purpose, as specified by the City.

IX. INSURANCE

A. The Contractor shall procure and maintain, at its own expense during the life of the Contract, insurance liability for damages imposed by law, of the kinds and in the amounts specified, with insurance companies authorized to do business in the State. The insurance shall cover all work under this Contract, whether performed by the Contractor or by sub-Contractor. Before commencing the work, the Contractor shall furnish certificates of insurance in the form satisfactory to the City certifying that the policies will not be changed or canceled until 30-day written notice has been given to the City.

The types of insurance are as follows:

1. Statutory Workers Compensation and Employers' Liability Insurance for all of his/her employees to be engaged in work on the project under this Contract, and in case any such work is sublet, the Contractor shall require the sub-Contractor similarly to provide.

2. Workers Compensation and Employers' Liability Insurance for all of his/her employees to be engaged in such work. The Contractor shall file certificates with the Department's Contract Administrator showing that this insurance on behalf of all employees of the Contractor any sub-Contractor has been purchased prior to award of this Contract.

B. The Contractor shall carry Liability and Property Damage Insurance with coverage in the following amounts:

(a) Public Liability, Bodily Injury, and Property Damage:

Injury or death each person:	$1,000,000
Injury to more than one person in a single accident:	$1,000,000
Property damage:	$1,000,000

(b) Automobile and Truck Liability, Bodily Injury and Property Damage:

Injury or death of one person:	$1,000,000
Injury to more than one person in a single accident	$1,000,000
Property damage:	$1,000,000

C. No cancellation of said insurance, whether by the insurers or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City at least thirty (30) days prior to the intended effective date thereof which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of addressee requested, and executed shall constitute proof of submission of said certificate. An affidavit from any officer, employee or agent, duly authorized by the insured, shall be prima facie evidence that the notice was sent. This section shall apply to the legal representative, trustee, and the successor in interest of such Contractor.

D. The failure of the Contractor to maintain insurance coverage in accordance with the terms of this Contract shall constitute a violation of this Contract. Such failure may result in termination of the contract, at the option of the City.

E. The Contractor shall take notice that the cancellation of any insurance under this Contract shall not affect the obligation of the Contractor to maintain each coverage, or his/her obligations under this ("Insurance") of this Contract, or his liability under Section VIII ("Liability") of this Contract.

F. The Contractor shall also take notice that his/her insurer must be licensed to do business in the State of Rhode Island.

G. The Contractor shall file copies of all required insurance certificates with the City. All insurance certificates mentioned in this Article shall be attached to this Contract prior to award.

X. PERFORMANCE AND PAYMENT BOND

The Contractor shall deposit with the City a surety company bond (or bonds) for the satisfactory completion of work and the payment of all debts pertaining to materials and labor used or employed in the execution of the Contract, in an amount equal to the

amount of the contract award. The form of the bond (or bonds) and the surety shall be licensed or have surplus line approval to do business in the State of Rhode Island. In the event the Contract Price is adjusted by Change Order executed by the City and Contractor, the bond (or bonds) shall be deemed increased by like amount.

Prior to final payment, the Contractor shall furnish a certificate from surety stating that the performance bond covers the one-year defective workmanship and materials guarantee.

XI. SUPPLEMENTAL AGREEMENTS

No change in the character or extent of the work to be performed by the Contractor and affecting the completion date or fee schedule shall be made except by supplemental agreement in writing between the City and the Contractor. The supplemental agreement will set forth the proposed work, any extension of time for completion, if required, and adjustment, if any, of the fee to be paid to the Contractor.

In any case where the Contractor believes extra compensation is due him/her for work and services not covered by this Contract or Supplement thereto, he/she shall notify the City in writing of his/her intention to seek such compensation before he/she begins the work. The request must be passed upon by the City. In the case where the request is determined to be justified, it shall be allowed and paid for as Extra Work/Additional Work in accordance with the terms of a supplemental agreement entered into before such work is started.

The City also reserves the right to negotiate with the Contractor future work utilizing the unit prices associated with this contract.

XIII. ADDITIONAL TERMS

1. The failure of the City to enforce at any time any of the provisions of the Contract, or to exercise any option which is herein provided, or to require at any time performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract of any part thereof, or the right of the State to thereafter enforce each and every provision.

2. This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and the successors of the respective parties hereto.

3. Should any part, term, or provision of this Contract be by a court of competent jurisdiction declared invalid, illegal, or in conflict with any law of the City, State or the United States, the validity of the remaining portions or provisions shall not be affected thereby.

XIV. INDEMNITY

The Contractor shall indemnify, defend and hold harmless the City, and its elected and appointed officers, directors, and employees (each, a "City Indemnitee"), from and against (and pay the full amount of) any and all Loss-and-Expense incurred by a City Indemnitee to third parties arising from or in connection with: (1) any failure by the

Contractor to perform its obligations under this Contract; or (2) the negligence or willful misconduct of the Contractor or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Contract, except to the extent caused by the negligence or willful misconduct of any City Indemnitee. The Contractor's indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events. A City Indemnitee shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and the Contractor shall have the right to assume the defense of the claim in any Legal Proceeding and to approve any settlement of the claim. These indemnification provisions are for the protection of the City Indemnitees only and shall not establish, of themselves, any liability to third parties. The provisions of this Section shall survive termination of this Construction Contract.

XV. TERMINATION BY THE CITY

The City reserves the right to abandon, suspend or terminate the services of this Contract, or any part thereof, at any time, by giving written notice to the Contractor in accordance with Section 12 of the General Conditions.

Abandonment, suspension or termination of the Contract shall in no way limit any legal rights of the City.

XVI. EXECUTION OF CONTRACT

IN WITNESS HEREOF, the said parties hereto have caused this instrument to be signed by their duly constituted officers, attested, and sealed pursuant to proper resolutions.

By:_____
Party of the First Part (Signature)

_____
Witness

Henry F. Winthrop, Mayor, City of Newport, RI
(Printed Name and Title)

By:_____
Party of the Second Part (Signature)

_____
Witness

_____
(Printed Name and Title)

Approved as to form by:

_____
Joseph J. Nicholson, Jr., City Solicitor

FORM OF BOND
FOR PERFORMANCE AND PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That _____

_____

a corporation created by and existing under the laws of the State of _____,

(hereinafter called the "Principal") and _____,

a corporation created by and existing under the laws of the State of _____,

(hereinafter called the "Surety") are held and firmly bound unto the _____,

(hereinafter called the "Owner") in the full and just sum of

_____ dollars ($_____)

lawful money of the United States of America, to be paid to the said "Owner", its successors and assigns, to which payment well and truly to be made, we bind ourselves, our successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the above bonded "Principal" has entered into a contract with the said "Owner by and through the

_____

bearing date the _____ day of _____20_____, for the

CONSTRUCTION OF

_____

_____

upon certain terms and conditions in said contract more particularly mentioned, and fully and specifically described in certain specifications made part of said contract; and

WHEREAS, it was one of the conditions of the award of the "Owner" pursuant to which said contract was entered into that these presents shall be executed.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden "Principal" shall, in all respects, comply with and fulfill all the terms and conditions of said contract and its obligations thereunder, including the "Notice to Bidders", Information for Bidders", "Proposal", Contract and Agreement", "General Conditions of Contract", Special Conditions of Contract", "Detail Specifications" and "Plans", therein referred to and made a part thereof, and such alterations as may be made in said plans and specifications as therein provided for, and shall indemnify and save harmless the said "Owner" against or from all costs,

expense, damages, injury or loss to which the said “Owner” may be subjected to by reason of its failure to complete the work in accordance with its contract or by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement, on the part of the said “Principal”, its agents or employees in the execution or performance of said contract, and shall promptly pay all just claims for damages for injury to persons or property and for labor and materials, incurred by said “Principal”, in or about the construction or improvement contracted for, then this obligation to be void; otherwise to be and remain in full force and virtue in law.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names and seals, respectively, to be hereunto subscribed and affixed by their officers in that behalf duly authorized, this
_____day of _____, 20_____.

_____

_____

By_____

_____

_____

By_____

_____

Signed and delivered
in the presence of:

_____

_____

_____

_____

ACKNOWLEDGMENT FOR PRINCIPAL
(INDIVIDUAL)

State of _____

City of _____ to wit:

I, _____, a Notary Public in and for the City and State aforesaid, do certify that _____,

whose name is signed to the foregoing bond, personally appeared before me in my City and State aforesaid and acknowledged the same to be his act and deed.

My commission expires

_____.

_____
Notary Public

Given under my hand and seal this _____day of

_____20_____.

ACKNOWLEDGMENT FOR PRINCIPAL
(PARTNERSHIP)

State of _____

City of _____ to wit:

I, _____, a Notary Public in and for the City and State aforesaid, do certify that _____,

whose name is signed to the foregoing bond, personally appeared before me in my City and State aforesaid and acknowledged the same to be his act and deed.

My commission expires

_____.

_____
Notary Public

Given under my hand and seal this _____day of

_____20_____.

ACKNOWLEDGMENT FOR PRINCIPAL
(CORPORATION)

State of _____

City of _____ to wit:

I, _____, a Notary Public in and for the City and State aforesaid, do certify that _____,

whose name is signed to the foregoing bond, personally appeared before me in my City and State aforesaid and acknowledged the same to be his act and deed.

My commission expires

_____.

_____
Notary Public

Given under my hand and seal this _____day of

_____20_____.

ACKNOWLEDGMENT FOR SURETY

State of _____

City of _____ to wit:

I, _____, a Notary

Public in and for the City and State aforesaid, do certify that
_____,

personally appeared before me in my City and State aforesaid and made oath that he is

_____of the

_____,

that _____is authorized by law to transact business in the State of Rhode Island and Providence Plantations; has complied with all laws relative to the execution of said bond; and that he is duly authorized to execute said bond for and on behalf of said company and to obligate the company with respect thereto.

My commission expires _____.

_____
Notary Public

Given under my hand and seal this _____day of

_____20_____.

GENERAL CONDITIONS OF CONTRACT

SEC. 1 - CONTRACT DOCUMENTS

The Contract Documents shall consist of Notice to Bidders, Information for Bidders, Labor and Wage Requirements, Proposal Form, Draft Contract and Agreement, General and Special Conditions of the Contract, Specifications, and Details, including all modifications and addenda thereof incorporated in any of the documents before execution of the Contract.

SEC. 2 - SPECIFICATIONS AND PLANS SUPPLEMENTARY

The specifications and details are intended to supplement each other, and together constitute one complete set of instructions, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design or design as decided and determined by the Engineer. In the event of a conflict, the specifications shall be considered as prevailing. Should the Contractor find that anything is omitted from the specifications, plans or details which are necessary for a clear understanding of the work, or that there is an error in either, the Contractor shall promptly notify the Engineer. From time to time during the progress of the work, the Engineer will furnish supplementary or working drawings as are necessary to show changes or define the work in more detail, and these shall also be considered as contract plans.

SEC. 3 - DEFINITIONS

The word "City" as used herein shall mean the "Party of the First Part," acting through its properly authorized representatives.

The word "Engineer" shall mean the Director of Public Services whether acting directly or through properly authorized agents, inspectors or representatives of the Engineer, acting within the scope of duties entrusted to them.

The word "Contractor" shall mean the "Party of the Second Part," of this Contract, or his or their duly authorized agents.

The word "Addendum" shall mean a modification of the Contract documents issued by writing by the Engineer prior to the opening of the bids.

The term "ASTM" shall mean the American Society for Testing Materials.
The term "AWWA" shall mean the American Water Works Association.
The term "ASA" shall mean the American Standards Association.
The term "ANSI" shall mean the American National Standards Institute.
The term "NBFU" shall mean the National Board of Fire Underwriters.

The words "as described," "as required," "as permitted," "as allowed," or phrases of like effect or import as used herein shall mean that the direction, requirement, permission or allowance of the Engineer is intended, and similarly the words "approved," "reasonable," "suitable," "properly," "satisfactory," or words of the like effect or import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, properly or satisfactory in the judgment of the Engineer.

SEC. 4 - ENGINEER'S DECISION

All work under this Contract shall be done to the satisfaction of the Engineer, who shall determine the amount, quality, acceptability and fitness of the several items of work and materials that are to be paid for hereunder. He shall decide also all questions that may arise as to the fulfillment of the terms of the Contract by the contractor, and as to the intent and purpose of the Contract or specifications. The determination of the Engineer in all such matters shall be final and binding upon the parties thereto.

SEC. 5 - INSPECTION

The City, at its own expense, has appointed and employed the Engineer whose duty it is to observe and inspect, in the City's interest, the materials furnished and the work done as the work progresses in order to insure full and complete compliance with the Contract. It is agreed that the City may also, at its pleasure and at its own expense, appoint and employ such other persons as may be necessary for those purposes. The Engineer and all such other persons referred to shall have unrestricted access to all parts of the work and to other places at and which the preparation of the materials and other parts of the work to be done under this Contract are carried on and conducted and shall be given by the Contractor all facilities and assistance required to carry out their work of observation and inspection.

The Engineer and his authorized representatives and agents shall have free access to Contractor's payrolls, records of personnel, invoices of materials and other data and records.

It is not the function of the Engineer to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. Nevertheless, the Contractor agrees that any method or procedure, which in the opinion of the Engineer does not achieve the required results or quality of the work specified, shall be discontinued immediately upon the order of the Engineer.

The Engineer shall have the authority to reject any work, or materials, or any part thereof, which does not in his opinion conform to the specifications and Contract, and it, shall be permissible for him to do so at any time during the progress of the work and until its acceptance.

No work shall be done except in the presence of the Engineer or his assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Engineer. All materials rejected shall be removed immediately from the work area and not again offered for inspection. Any material or workmanship found at any time to be defective or not of the quality or character required by the specifications shall be remedied at once regardless of previous inspection.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the specifications and work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expense to the City whenever so ordered by the City without reference to any previous oversight or error in inspection.

SEC. 6 - OBLIGATION OF CONTRACTOR

The Contractor shall, at his own cost and expense, provide any and all manner of superintendence, insurance, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power, transportation and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall cover and protect the work from damage, and make good all injury to the same occurring before the completion of this Contract. The Contractor shall employ only competent men and shall provide an experienced superintendent who shall be present at all times that work is in progress. The Contractor shall also provide experienced foreman on each part of the work. Should the Engineer determine that any of the Contractor's employees is incompetent or irresponsible toward public health and safety or any other reason detrimental to the work he can order the removal of such person or persons from the work and the Contractor shall comply with such order.

The Contractor shall, at his own expense wherever necessary or required, maintain fences, provide watchmen, maintain lights, place additional timber and braces, and take such other precautions as may be necessary to protect life, property, existing utilities and services, and structures, and shall be liable for all damages occasioned in any way by his act or neglect, or that of his agents, employees or workmen. He shall provide access at all times to private property.

SEC. 7 - PATENT RIGHTS

The Contractor shall indemnify and save harmless the City and its officers, agents and representatives from all claims and damages, arising from the infringement or alleged infringement of any Letters Patent or patent rights covering any material, appliance or device used in or upon the work or any part thereof.

All royalties for patents or patent infringement claims that might be involved in the construction or use of the work shall be included in the Contract amount, and the Contractor shall satisfy all demands that may be made at any time for such, and shall be liable for any damages or claims for Patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that may be instituted against the City for infringement or alleged infringement of any patent or patents involved or alleged to be involved in the work; and in case of an award of damages, the said Contractor shall pay such award.

SEC. 8 - DEFENSE OF SUITS

In case any action at law or suit in equity may or shall be brought against the City or any of its representatives or agents for or on account of the failure, omission or neglect of the Contractor or his sub-contractors or his or their employees or agents to do and perform any of the covenants, acts, matters or things by this Contract undertaken or to be done or performed by the Contractor or his sub-contractors, or his or their employees or agents, or for any injury or damage caused by the negligence or alleged negligence of the Contractor or his sub-contractors, his or their employees or agents, the Contractor shall indemnify and save harmless the City, its representatives, agents and servants and

the Engineer of and from all loss, cost, damage, expense, judgment or decrees whatever arising out of such actions or suits as may or shall be damaged as aforesaid.

SEC. 9 - PERMITS, LAWS, AND ORDINANCES

The Contractor shall keep himself fully informed of all existing and current ordinances and regulations and Municipal, County, State or National laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall at all times observe and comply with all such valid and legally binding ordinances, Laws and regulations and shall protect and indemnify the City and its representatives and agents against any claim or liability arising from or based on any violation of the same. He shall take out and carry appropriate employers' liability insurance and public liability insurance. He shall obtain and pay for all necessary permits and pay all fees required in connection with the Contract.

SEC. 10 - ASSIGNMENT OF CONTRACT

The Contractor shall have no right or power to assign this Contract, in whole or in part, nor to assign any right arising or moneys due or to grow due thereunder, without formal approval of the City.

SEC. 11 - SUBLETTING

No part of the work embraced in this Contract shall be sublet or subcontracted in any way except with the written consent of the City, but this provision shall not apply to the purchase and delivery of materials necessarily manufactured and provided elsewhere.

SEC. 12 - COMPLETION OF WORK BY CITY

If the work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned, or the work sublet by him, otherwise then as herein specified, or if at any time the Engineer shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the conditions or covenants of this Contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this Contract for its completion, or within the time to which the completion of the Contract may be extended by the City, the City may notify the Contractor to discontinue all work, or any part thereof under this Contract, by a written notice to be served upon the Contractor, as herein provided; and the Contractor shall within five (5) days of the service of said notice, discontinue the work, or such part thereof, and the City shall thereupon have the power to contract for the completion of the Contract in the manner prescribed by law, or to place such and so many persons as it may deem advisable, by Contract or otherwise, to work, and complete the work herein described, or such part thereof; to take possession of and use any of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work and to procure other materials and equipment for the completion of the same, and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this Contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the Contractor, the Contractor or his surety

shall pay the amount of such excess to the City; and in case such expense shall be less than the amount which would have been payable under this Contract if the same had been completed by the Contractor, the City shall pay such difference to the Contractor.

SEC. 13 - CLAIMS FOR LABOR AND MATERIALS

The Contractor shall indemnify and save harmless the City from all claims for labor done and for materials furnished under this Contract, or any alterations or modifications thereof and shall furnish the City with satisfactory evidence, when called for by it, that all persons who have done work, or furnished materials under the laws of the State, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient within the discretion of the City to meet the claims of the persons aforesaid shall be retained, in addition to any other money due the Contractor under this Contract, until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

SEC. 14 - MODIFICATIONS AND EXTRA WORK

The Contractor in entering into this Contract understands that the City reserves the right to modify the arrangement, character, or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable so to do. Minor changes in the work not involving extra cost and not inconsistent with the purpose of the work may be made by verbal order, but no modifications involving substantial extra work or changes shall be made unless ordered in writing by the Engineer. The Contractor shall and will accept such modifications when ordered in writing by the Engineer, and the same shall not vitiate or void this Contract. Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation. If such modifications result in a decrease in the cost of the work involved, an equitable deduction from the Contract price shall be made.

SEC. 15 - PAYMENT FOR EXTRA WORK

The Contractor agrees that he will accept as full compensation for extra work, the unit prices bid, where such are applicable; and for such items as are not properly covered by unit prices, a lump sum agreed upon as reasonable by the Engineer and the Contractor. If an agreement cannot be made on payment for the extra work on a unit price or lump sum basis, the Contractor will accept as full compensation the reasonable cost, as determined by the Engineer, of all necessary labor, including insurance and payroll taxes, equipment rental and materials, plus twenty per cent (20%) which covers superintendence, the use of tools and plant, and other overhead expense and profit. In case the extra work is performed by a previously approved subcontractor, the total allowance that covers superintendence, the use of tools and plant, and other overhead expenses and profit shall be twenty-five per cent (25%) instead of twenty per cent (20%) as stated above.

Equipment rental charges shall be the pro-rated charge actually paid by the Contractor in the case where equipment is rented, except that this rental charge shall not exceed the latest rental rates compiled by the Associated Equipment Distributors. If the equipment is owned by the Contractor, the equipment rental charge shall be pro-rated on the basis of the monthly rates compiled by the Associated Equipment Distributors. All fuel and lubrication costs will be paid for separately.

The Contractor agrees to prosecute such extra work with all reasonable diligence, and to employ thereon competent men. The Contractor shall give the Engineer access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the engineer before the thirtieth (30th) day of the month following that during which each specific order was complied with by him.

SEC. 16 - CLAIMS FOR UNAUTHORIZED EXTRA WORK

If the Contractor performs work which he considers is not included under any of the items of the Contract and which has not been specifically ordered in writing by the Engineer as extra work, he shall make a claim for extra payment for such work by immediate oral notice followed by written notice within seven (7) days after the occurrence to the Engineer, with detailed cost data to support his claim within thirty (30) days after the said work is performed. Should such work extend over a period of more than thirty (30) days, he shall submit monthly records of all cost data relating to the claim for extra payment of such work.

SEC. 17 - GUARANTEE

The Contractor guarantees the work done under this Contract, and that the materials furnished by him and used in the construction of the same are free from defects or flaws, and the guarantee is for a term of one (1) year from and after the date upon which the final estimate of the Engineer is formally approved by the party of the first part. It is hereby, however, agreed and understood that this guarantee shall not include any repairs made necessary by any cause or causes other than defective materials furnished by or defective work done by the Contractor.

SEC. 18 - REPAIRS FOR ONE YEAR

The Contractor agrees that he/she will furnish prior to payment of the final estimate, a certificate from his surety stating that the performance bond covers the above one-year guarantee. The Contractor shall make such repairs on the work as may be required by the Contractor's guarantee.

SEC. 19 - RATE OF PROGRESS AND SEQUENCE OF WORK

The Contractor shall, within two (2) calendar days after the date of the pre-construction meeting and before commencing work, submit to the City Engineer for approval a construction schedule showing dates of starting and completion of various parts of the work to be consistent with the sequence and timelines as described herein. No work shall begin until an approved construction schedule is in effect and a Notice to Proceed has been issued by the City. Thenceforth, the rate of progress shall be such that the whole work will be completed and the grounds cleaned up within the Contract time.

The Contractor will proceed with the work at such rate of progress to insure full completion within the time stipulated in the contract documents. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time for the completion of the work described herein is a reasonable time, taking into

consideration the average climactic and economic conditions and other factors prevailing in the locality of the work.

If, at any time before the commencement or during the progress of the work, the materials, labor and appliances used or to be used by the Contractor appear to the Engineer to be insufficient or improper for securing the quality of work required or the required rate of progress, The Engineer may order the Contractor to increase their efficiency or to improve their character, and the Contractor shall conform to such order; but the failure of the Engineer to demand any such increase or efficiency or any such improvements shall not release the Contractor from his obligation to secure the quality of the work or the rate of progress specified.

SEC. 20 - EXTENSION OF TIME

The Contractor expressly covenants and agrees that in undertaking to complete the work sufficiently to permit operation of the major units and to complete the entire work within the times stated in the Contract, he has taken into consideration and made allowance for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials or workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any substantial changes, additions, or omissions therein ordered in writing by the Engineer, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection or war, or by the abandonment of the work by the workmen engaged therein through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay or default of any other Contractor of the City, the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Engineer thereof in writing, and thereupon, and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the Engineer in his discretion shall award in writing.

SEC. 21 - LIABILITY OF CONTRACTOR FOR EMPLOYEES

Each and every employee of the Contractor, and each and every of his subcontractors engaged in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the City. The Contractor shall in no manner be relieved from responsibility or liability on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such subcontractor, or any material men, whatsoever.

SEC. 22 - NO WAIVER OF RIGHTS

No certificate given or payment made under this Contract, except the final certificate or final payment, shall be evidence of the performance of the Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the City or of the Engineer, or of any representative of either of them, in supervising the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work, or any part thereof, or of materials used therein or thereof, either wholly or in part; but such acceptance shall be evidenced only by the final certificate of the Engineer as approved by the City.

Before any final certificate shall be allowed, the Contractor will be required, and he hereby agrees, to sign and attest on said certificate a statement that he accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this Contract, and furthermore that all claims for materials provided or labor performed have been paid or satisfactorily secured. No waiver of any breach of this Contract by the City or anyone acting for it or on its behalf shall be held as a waiver of any other or subsequent breach thereof.

SEC. 23 - VERBAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of the Engineer or other representatives of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in anywise whatsoever, the written agreement.

SEC. 24 - RELEASE OF LIABILITY

No person or corporation other than the signer of this Contract as Contractor now has any interest hereunder, and no claim shall be made or be valid, and neither the City or any employee or agent thereof shall be liable or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the final payment shall operate as and shall be a release to the City and every representative and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the City or any person relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligation under this Contract or the Performance and Payment Bond.

PROPOSAL FORMS

CITY OF NEWPORT, R.I.
Easton's Beach Facility Restoration #13-063
PROPOSAL FORMS

(These Proposal Forms shall not be detached from the Contract Documents and the entire booklet shall be included with each signed proposal.)

The undersigned, as bidder, declares that no person or persons other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed form of contract, and the plans therein referred to; that no person or persons acting in any official capacity for the City is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this proposal is accepted, to execute the form of contract with the City, to provide all necessary equipment, tools, and other means of construction, and to do all work and furnish all the materials shown and specified in the Contract Documents, and according to the requirements of the Director of Public Services as therein set forth, and that he will take in full payment therefore, the following sums to wit:

The undersigned further understands that the quantities of work as shown are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased or decreased, at the unit prices stated.

All prices must be written in words and figures. In case of discrepancy, the amount shown in words will govern.

Bidder acknowledges receipt of the following addendum:

_____

_____

_____

_____
(Signature)

_____
(Title)

_____
(Name of Firm or Corporation)

The City is requesting that interested bidders provide the following in two separate envelopes.

Envelope 1: <u>Five (5) copies</u> of each of the following:

1. A detailed written description of the bidders approach to completing the identified repairs with conceptual sketches to illustrate the proposed design. Design shall incorporate all requirements listed in the section titled Scope of Work, these Proposal pages, and the appendices. Discussion shall include detail on the staff available to perform the work along with equipment needed, access requirements as well as site protection and storage of equipment.

2. References for the design / build contractors with contact information for similar projects completed. Please note a RI Professional Engineer must be part of the team for submission of stamped engineered drawings.

3. The completed questionnaire and Corporate Information page included in this document.

4. A timeframe for implementation along with current workload.

Envelope 2:

The completed proposal pages and signed company information page.

Evaluation Process and Criteria:

Each area to be repaired will be evaluated independently. The City will be evaluating the proposals for the "best value" at each area.

A committee of City staff will evaluate the design / build proposals for each area according to the following weighted criteria for the qualifications/technical component of the review process which will incorporate a weighting of 50% of the total score or 50 points:

- Quality of Design, including product submittals 60%/30 points
- Previous Work Experience w/ Similar Projects & References 20%/ 10 points
- Implementation Schedule 20%/ 10 points

The price proposal will incorporate a weighting of 50% of the total score with the price proposals ranked as follows: the respondent submitting the lowest price proposal will be awarded the maximum number of points: 50 for this portion of the evaluation process. The remaining respondents will receive points based upon the following equation:

The product of the ratio of Lowest Proposal Price divided by the Proposer Under Evaluation Price multiplied by the maximum number of points (50.)

For example:

Proposer A - $500,000

Proposer B - $1,000,000
Proposer C - $800,000

Proposer A: (500,000/500,000) x 50 = 50 points
Proposer B: (500,000/1,000,000) x 50 = 25 points
Proposer C: (500,000/800,000) x 50 = 31.25 points

These weighted values will be added to the technical portion of the score to arrive at a combined score for each proposal.

Upon completion of the qualifications/technical proposal evaluation, the City of Newport will open and read the price proposals publicly and will proceed to combine the qualifications/technical and price proposal scores in order to rank the total scores of the respondents. The respondent with the highest TOTAL points will be considered the apparent best value respondent.

The committee will prepare a final written recommendation defining the apparent best value respondent to the Newport City Council for award of a fixed price design build contract contingent upon review and approval by the RI Department of Transportation.

At any point during the selection process, the teams may be required to give an oral presentation to the committee or to otherwise provide clarifying information needed to properly evaluate the Qualifications/Technical Proposals. The teams must clearly understand that the City of Newport retains the option to determine which teams, if any, will be invited to make oral presentations or to provide additional information. The City of Newport retains the right to reject any or all submittals.

Respondents shall be aware that the City of Newport reserves the right to conduct an independent investigation of any information, including prior experience, identified in a proposal by contact project references, accessing public information, contacting independent parties, or by any other means. The City of Newport also reserves the right to request additional information from a respondent during the evaluation of that respondent's proposal.

Note: Any available personnel and their qualifications shall only be included if they will be directly involved with this specific project.

The Bid provided here represents the Bidder's NOT TO EXCEED proposal to the City of Newport for **Easton's Beach Facility Restoration #13-063** as identified in these Contract Documents. The Contractor agrees to perform all of the work contained within the Contract, at the discretion of the City, in accordance with all terms and specifications contained herein at the proposed unit prices.

_____ $_____

Total bid price in words Total in figures

_____

Complete Company Name

_____

Mailing Address, City, Zip Code

_____

Telephone Number Fax Number E-Mail Address

This documents shall be submitted in a separate envelope labeled **"Easton's Beach Facility Restoration #13-063 - PRICE**." All other documentation shall be provided in

The undersigned agrees that he will execute the Contract within ten (10) days (not including Sunday) after the Notice to Proceed date and will submit in writing within ten (10) days after the date of the Contract, a schedule of construction showing dates of starting and completion of major portions of the work, and will progress in accordance with said schedule, unless the Director of Public Services shall authorize or order a delay, to the partial and entire completion of the work within the time stipulated in the Contract.

Signature of person, firm, or corporation making bid:

SEAL

(If bid is by a corporation)

_____
(Signature)

_____
(Title)

_____
(Name of Firm or Corporation)

_____

_____

_____
(Address)

_____
(Email Address)

_____
(Date)

_____
(Phone)

Corporate Information Page
Easton's Beach Facility Restoration #13-063

List the Officers of your Corporation or Principals of your LLC or attach a similar sheet separately. Award cannot be done without the attachment

_____

Complete Company Name

_____

Name Title/Officer/Position

_____

Name Title/Officer/Position

_____

Name Title/Officer/Position

_____

Name Title/Officer/Position

_____

Name Title/Officer/Position

_____

Name Title/Officer/Position

_____

Name Title/Officer/Position

NOTE: Please provide any literature you feel may be necessary.

QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink)

1. How many years has your corporation been in business as a general contractor?

   _____years.

2. List up to three (3) projects of this nature that you have completed and give the name, address and telephone number of a reference from each. Also give the completed cost of each project listed.

   _____

   _____

   _____

3. List projects currently under construction by your firm, the dollar volume of the contract and the percent the contract is completed.

   _____

   _____

   _____

4. Have you ever performed work for a municipality previously? (If municipalities are listed under 2, this question need not be completed.)

   _____

   _____

5. Have you ever failed to complete work awarded to you; if so, state where and why?

   _____

   _____

6. Have you or your authorized representative personally inspected the location of the proposed work and do you have a clear understanding of the requirements of the Plans, Specifications and other Contract Documents.

_____

7. Do you plan to sublet any part of this work? If so, give details.

_____

_____

8. What equipment do you own that is available for this work?

_____

_____

9. What equipment do you plan to rent or purchase for this work?

_____

_____

10. Have you ever performed work under the direction of a Consulting Engineer or a Registered Architect? If so, list up to three such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects)

_____

_____

11. Give the name, address and telephone number of an individual who represents each of the following and whom the City may contact to investigate your financial responsibility; a surety, a bank and a major material supplier.

_____

_____

_____

12. Have you provided a detailed schedule for the proposed work? If not, please provide one in the space below.

_____

_____

_____

_____

_____

_____

13. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

_____

Correct Name of Bidder

(a)The Business is

_____

(b) The address of principal place of business is:

_____

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

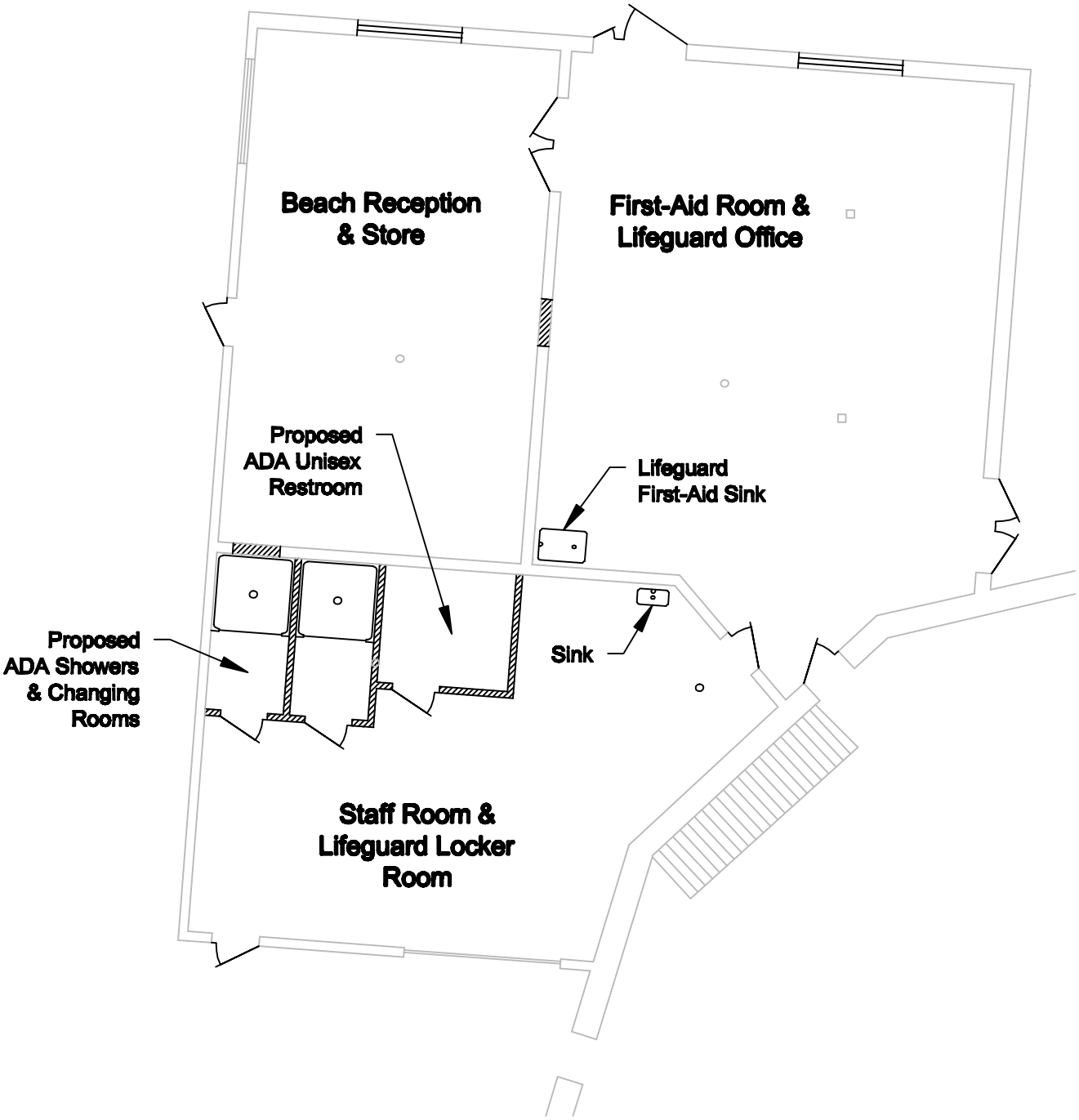
_____

_____

_____

Telephone Number: _____

Appendix



NEWPORT
RHODE ISLAND
1639

CITY OF NEWPORT

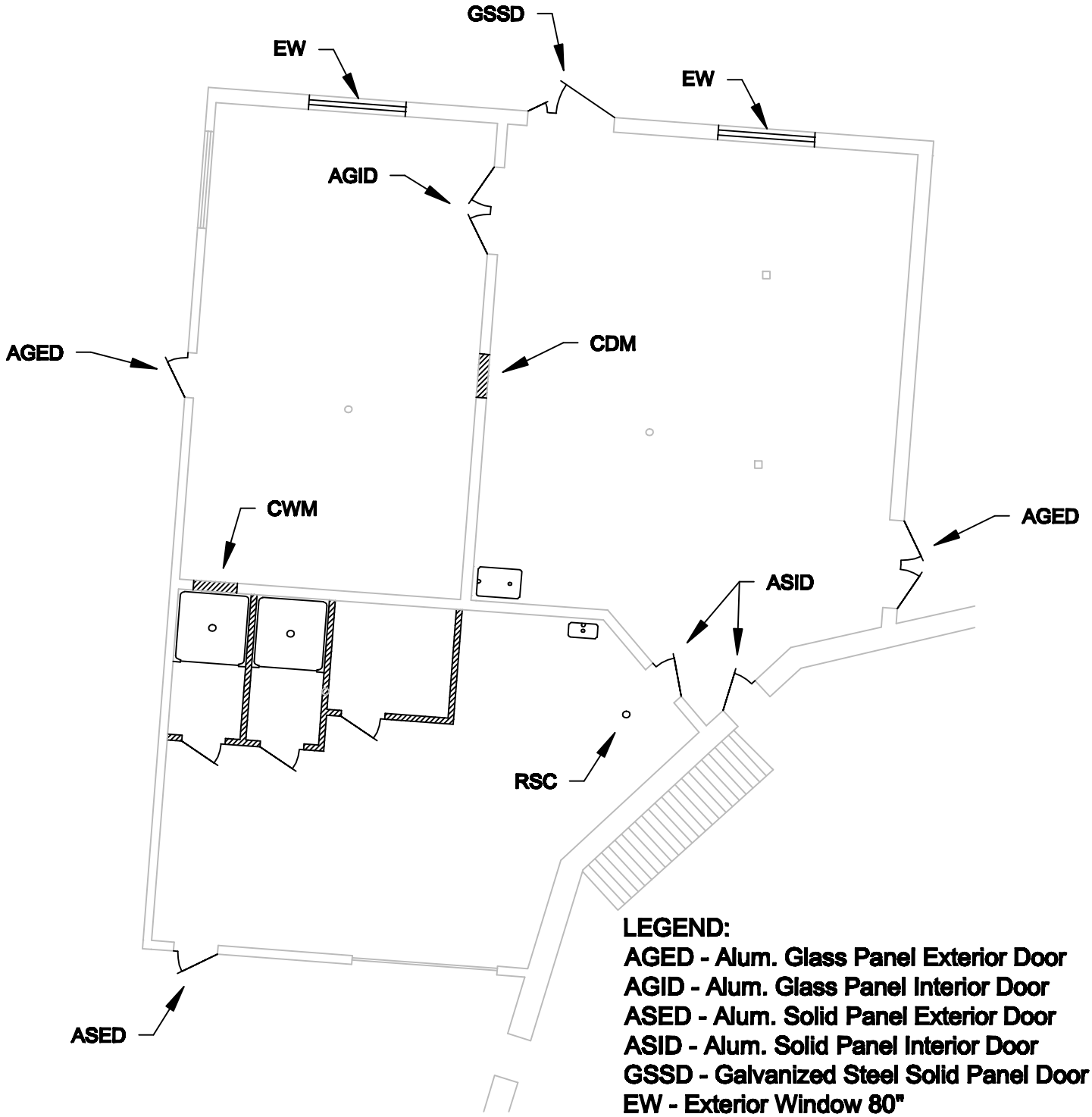
DEPARTMENT OF PUBLIC SERVICES

DRAWN BY FJM

PROPOSED BEACH FACILITY IMPROVEMENTS

Building A Proposed Work

REVISION DATE:	SCALE	FIGURE
MARCH 2013	1:10	1



LEGEND:
AGED - Alum. Glass Panel Exterior Door
AGID - Alum. Glass Panel Interior Door
ASED - Alum. Solid Panel Exterior Door
ASID - Alum. Solid Panel Interior Door
GSSD - Galvanized Steel Solid Panel Door
EW - Exterior Window 80"
CWM - Close Window w/ Masonry
CDM - Close Door w/ Masonry
RSC - Repair Support Column

NEWPORT RHODE ISLAND 1639	CITY OF NEWPORT DEPARTMENT OF PUBLIC SERVICES DRAWN BY FJM	PROPOSED BEACH FACILITY IMPROVEMENTS		
		Building A Window and Door Treatments		
		REVISION DATE: MARCH 2013	SCALE 1:10	FIGURE 2

ATTACHMENT EXTERIOR DOORS

NEW095
CITY OF NEWPORT
ACCOUNTS PAYABLE
43 BROADWAY
NEWPORT, RI 02840

CITY OF NEWPORT (BEACH)
CALL RAY 401-845-5810
175 MEMORIAL BLVD.
NEWPORT, RI 02840

QUOTE FOR OUTSWING DOORS	
(WITH HOLD OPEN CLOSER)	
WELDED HOLLOW METAL FRAME - 5/0X7/0 X	1 EA
5-3/4" w/ 12" HEAD.	
GALV. CLOSER REIN. P&D	
(QUOTE #C-7545) CECO LOC.	
1-3/4" HINGE JAMBS	
3/0X7/0, METAL DOOR RC LH OUTSW (RHR),	1 EA
20X36 9 LITE IG	
GBG INST, SCHLAGE THRU-BOLT	
PREP, Ref.#:ACTIVE LEAF,	
2/0X7/0 CUT STRK SIDE, METAL DOOR UB RH	1 EA
OUTSW (LHR), FB &	
AST - ASA,	
4-1/2 X 4-1/2 ECBB1101 26D NRP HAGER	6 EA
BALL BEARING HINGE	
SOLID DULL CHROME	
SARGENT 28- SC -23G05 LL 26D KEYLOCK	1 EA
SCHLAGE "C" KWAY	
2-3/4 BKST ANSI STRIKE	
LCN P1461 HCUSH X ALUM CLOSER	1 EA
DS075 HEAVY DUTY 6070 SET NEOPRENE WSTRP	1 EA
AVI 3' HEAVY DUTY DOOR BOTTOM	2 EA
*** VISCO A601 6" X LF X 1/2" FLAT AL	5 LF
THRESHOLD,	
REMOVE & INSTAL PAIR OF DOORS FRAMES &	1 EA
HARDWARE	