

**INCORPORATED 1674** 

# Town of North Kingstown Public Works Department CLEANING OF THE FIRE MAINTENANCE BUILDING

645 Callahan Road, North Kingstown, RI.

Sealed proposals for the above will be accepted at the North Kingstown Public Works Facility 2050 Davisville Road North Kingstown, RI 02852 due no later than August 5, 2015 @ 10:00 AM and will then be publicly opened and read aloud.

A pre-bid will be held at the site, 645 Callahan Road, North Kingstown, RI on July 16, 2015 at 10 AM

Please contact Kim Jones at <u>kjones@northkingstown.org</u> with all contact information to ensure receipt of any addenda.

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Drawing May 7, 1987 Floor Plan Typical Roof Truss

# A. BACKGROUND AND PURPOSE

The Public Works Department of the Town of North Kingstown is requesting bids for the interior cleaning of the Fire Maintenance Facility Building.

# B. SCOPE OF WORK

The project includes the interior of 545 Callahan Road, including the main building, office and rear attached building. The area by the electric panels located in the large electric room is excluded. Town employees to move apparatus and vehicles as required.

Use only Green Products and Solutions.

Vendor to be certified by "IICRC" Institute of Inspection Cleaning and Restoration.

Provide containment and negative air pressure as required. The main building to be cleaned one half at a time.

Include air or surface testing and lab analysis.

Disposal of dust, filters, rags to be included in proposal. Dispose of waste as a hazardous material. Contract period 90 days

# Main Office, Lunch Room, Lobby, Hallways, Foyer, Closets

Mold remediation on all surfaces. Comply with the EPA guidelines "Mold Remediation in Schools and Commercial Buildings".

Clean interior of ducts. Comply with the National Air Duct Cleaners Association (NADCA) Standards. Cleaning of walls, windows, baseboard heaters, clean, strip and wax floors, HEPA vacuum dust from both sides of ceiling tiles. Replace ceiling tiles.

# Restrooms and Locker room.

Cleaning of walls, floors, vacuum dust from both sides of ceiling tiles. Clean showers, bathroom fixtures, partitions.

# Space above Office, Restrooms and Locker Rooms.

HEPA vacuum and wipe all surfaces including wooden joists, floors, exterior of ducts, pipes, exterior of HVAC equipment, hand railings, all horizontal surfaces.

# Main Building

Includes the interiors, exteriors and roofs of the small electrical panel room and the stand alone office. Provide environmental controls including HEPA air cleaners

HEPA vacuum all wooden joists and roof supports, piping, conduit, top of heating units, exterior of abandoned ducts and all horizontal surfaces. Clean walls from floor to roof including windows. HEPA vacuum top of light fixtures and emergency light fixtures.

Sweep concrete floor.

# Attached Building at rear of Main Building

Provide environmental controls including HEPA filtering and negative air as required.

HEPA vacuum all trapped dust, piping, conduit, top of heating unit and all horizontal surfaces. Clean walls from floor to roof.

Sweep and clean concrete floor.

HEPA vacuum top of light fixtures and emergency light fixtures.

Sweep and clean concrete floor.

# C. EXECUTION

- The contract shall include all supervision, labor, materials, equipment and other such necessary items to provide the complete cleaning of all surfaces of the interior of the building.
- 2. The contractor shall protect all existing and adjacent flooring, finishes and equipment, repair any damage caused by the project work.
- The timetable for project completion will be stated as the number of calendar days following receipt of the Notice to Proceed to completion of the project. Project to be substantively complete within 90 calendar days from Notice to Proceed
- 4. Quality Standards: The minimum standards that must be met by the Contractor shall include, but not necessarily be limited, to the following:
  - a. All work shall comply with all federal, state and local codes and regulations.

# D. <u>DELIVERY AND STORAGE</u>

The Contractor will make arrangements for and accept all deliveries to the project site. The Town will not accept deliveries for the contractor.

# E. PROJECT CONDITIONS

The Contractor shall coordinate the work with the Town. The building will be occupied during the cleaning operations. Normal hours: 7 AM to 3:30 PM M-F.

# F. REQUIREMENTS FOR PROPOSALS

1. The undersigned proposes to furnish all labor and materials required for the following project:

Fire Maintenance Building 645 Callahan Road North Kingstown, RI 02852 Of which is owned and operated by:

The Town of North Kingstown (The OWNER) 80 Boston Neck Road North Kingstown, RI 02852

#### Prices

Having carefully examined the Bid Documents and having visited the project site and evaluated the conditions affecting the work of the proposed improvements, the undersigned proposes to furnish all materials, labor, equipment, plant, supervision, and other items necessary for the execution of the work.

# G. PROCEDURES FOR SUBMITTING PROPOSALS

The BID FORM in Attachment 4, with all required information, the VENDOR SIGNATURE FORM in Attachment 5 and the EXPERIENCE SHEET in Attachment 6.

#### H. PRECONSTRUCTION MEETING

The Contractor shall arrange with the Town to schedule an initial job meeting no later than ten (10) days after the notice to proceed. The Contractor will attend this meeting prepared to announce and introduce, in writing, by name and title, the job supervisor who will be in active charge of the work and with whom the Town is empowered to deal in any day-to-day coordination of the work. It is expected that this supervisor, or his/her duly appointed successor, will be on site at any time while work on the contract is in progress, including work of the Subcontractors. No work will occur prior to this meeting; this meeting will mark the beginning of work. The Contractor shall notify the Town in writing if there is a change in job supervisors. The Contractor will provide a schedule for the work and a schedule of values for payment.

# I. SELECTION CRITERIA

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

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

- Competence to perform the work as reflected by technical training and education; general
  experience in providing the required services; and the qualifications and competence of
  persons who would be assigned to perform the work.
- 2. Ability to perform the work as reflected by workload and the availability of adequate personnel, equipment, and facilities to perform the work expeditiously; and
- 3. Past performance as reflected by the evaluation of private persons and officials of other governmental entities that have retained the services of the Bidder with respect to such factors as control of costs, quality of work, and an ability to meet deadlines;
- 4. Demonstrated experience in the type of work required;
- Record of the Bidder in accomplishing work on similar projects in the required time: (List references and listing of like projects completed or currently in progress on Experience Sheet.) Completion of Experience Sheet is required for bid consideration;

- 6. Quality of work previously performed by the Bidder for the Town of North Kingstown, if any;
- 7. Bid Price;
- 8. Years in business;
- 9. Meets or exceeds Insurance Requirements;
- 10. Review of Bidder's Qualification Statement;
- 11. Review of Subcontractors;

# TOWN OF NORTH KINGSTOWN, RHODE ISLAND INFORMATION FOR BIDDERS

#### ARTICLE 1. RECEIPT AND OPENING OF BIDS

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the Director of Public Works, c/o Kim Jones, Public Works Department, 2050 Davisville Road, North Kingstown, Rhode Island 02852, and clearly marked with the name of the item bid, and the date and time of opening. Bids will be received by the Program Administrator, Kim Jones up to the specified time as noted on the Invitation to Bid, and publicly opened and read aloud at the specified time.

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

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

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

#### ARTICLE 2. PREPARATION OF BID

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

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

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

In the event more than one item is requested and/or listed on the Proposal Form, bidders may bid on any or all items. The Town reserves the right to make award on an item for item basis or aggregately, whichever may be in the best interest of the Town.

#### ARTICLE 3. TELEGRAPHIC MODIFICATION

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

#### ARTICLE 4. WITHDRAWAL OF BIDS

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

#### ARTICLE 5. QUALIFICATIONS OF THE BIDDER

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

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

#### ARTICLE 6. OBLIGATIONS OF THE BIDDER

At the time of opening of bids, each bidder will be presumed to have inspected the Specifications and Contract Documents (including all addenda) which has been sent to the address given by such bidder. The failure or omission of any bidder to receive or examine any form, instrument, or document or to inspect any item specified as a Trade-in shall in no way relieve any bidder from any obligation in respect to his bid.

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

#### ARTICLE 7. BID SECURITY

Not applicable.

## ARTICLE 8. "OR EQUAL" BIDDING

The Town intends to permit liberal scope in bidding and specifically does not intend to limit bidding to anyone make or model. Whenever a material, article or piece of equipment is identified by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any proposed material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided it is in the opinion of the Town to be of equal substance and function.

#### ARTICLE 9. PRICES

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

In the event a column headed "Vendor's Offering" is provided in the bid proposal, enter your offering, compliance or non-compliance in each space. **DO NOT** enter dollar amounts.

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

## ARTICLE 10. TAX EXEMPTIONS

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

# ARTICLE 11. DELIVERY

Delivery shall be F.O.B. North Kingstown, Rhode Island or as specified on the Bid Proposal Form.

#### ARTICLE 12. CONTRACT PERIOD AND TERM OF AGREEMENT

Contract period: Ninety (90) CALENDAR DAYS from date set in the Notice to Proceed. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

#### ARTICLE 13. LABOR REGULATIONS

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

- a. Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wages, obligations and charges by Contractors on public works projects.
- b. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS.)
- c. The successful bidder will be required to comply with the Davis-Bacon Act (40USC 2 to a-7) as supplemented by Department of Labor regulations (29CFR Part 5).
- d. The successful bidder will be required to comply with the Contract Works Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations (29CFR, Part 5).
- e. The successful bidder will be required to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- f. The successful bidder will be required to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
- g. The successful bidder will be required to comply with the Safety and Health regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
- h. The successful bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

# ARTICLE 14. INSURANCE

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

The Contractor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his bid.

The Contractor shall furnish the Finance Department with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Contractor shall provide a certificate of insurance as specified on the bid proposal form attached. Contracts of insurance (covering all operations under this contract) shall be kept in force until the Contractor's work is acceptable by the Town.

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

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

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

# 3. Worker's Compensation

Waiver of subrogation applies to Worker's Compensation

<sup>\*</sup>Sample Certificate of Insurance Attachment 8

The Contractor shall secure, pay for and maintain insurance as necessary to protect himself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner.

The Contractor shall require similar insurance in the above amounts to be taken out and maintained by each sub-Contractor. The Contractor shall be fully responsible for the acts and omissions of his sub-Contractors and of persons employed either directly or indirectly by him. Nothing contained in the contract shall create any contractual relation between any sub-Contractor and the Town of North Kingstown.

# ARTICLE 15. BLANK

# ARTICLE 16. LAWS, ORDINANCES AND CODES

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

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

## ARTICLE 17. LIQUIDATED DAMAGES

Failure on the part of the Contractor to complete the project within the agreed time schedule will result in a liquidated damage cost of One Hundred Dollars (\$100.00) per day, excluding Saturdays, Sundays, and holidays, to the Contractor, until completion (final acceptance), excluding warranty periods. The Town may apply liquidated damage costs to current payment requests not yet paid.

# **BLANK**

# **BLANK**

# **BID FORM**

BASE	BID
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The base bid will be for the cleaning of the Fire Maintenance Building located at 645 Callahan Road, North Kingstown as shown and described in the bid documents.

Base E	Bid Lump Sum Price of:	
		\$
Writte	en)	(Figures)
A.	The above unit prices shall include all labor, roverhead, profit, insurance, permit fees if required, for.	
B.	The undersigned agrees that, if he is selected as C Saturdays, Sundays, and legal holidays excluded, OWNER, execute the agreement document, Contrand CONTRACTOR, in accordance with the terms	, after Notice of Award thereof by the act for Construction between OWNER
C.	If awarded the Contract, the undersigned hereby Work in conjunction with plans presented by the and further certifies that he is able to furnish labor telements of labor employed, or to be employed on	OWNER as herein further described that can work in harmony with all other
D.	The undersigned Bidder further declares that he has informed himself fully in regard to all condition work is to be done; and has examined the Bid Draw the work and the Bid Documents relative thereto; at the Bid Documents furnished prior to opening or relative to the work to be performed.	ons pertaining to the place where the wings and Technical Specifications for and has read and become familiar with
E.	This Bid includes Addenda listed below and they ar	e hereby acknowledged:
	Addendum No.	Dated
	Addendum No.	Dated
	Addendum No.	Dated

F. Commencement and Completion of Work:

- a. The undersigned agrees to commence work on the Contract within ten (10) calendar days from the date established in the Notice to Proceed issued by the OWNER, and to thereafter diligently and continuously carry on the work.
- G. Liquidated Damages \$100/ day.
- H. Bidder understands that the OWNER reserves the right to reject any and all bids, and to waive any irregularities in the bidding and accept the bid, with or without alternates, as deemed to be in the best interest of the OWNER.
- I. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

# **BID FORM NOTES:**

- Bidder shall submit a detailed Work Plan and schedule with the Bid. The Work Plan must include all anticipated project milestones, including (at a minimum) dates of commencement, Substantial Completion, and Final Completion.
- 2. All supporting documentation and drawings shall be included as attachments to the Bid Forms, including:
  - Qualifications and experience documentation which shall include:
    - Experience List
    - Reference List
    - Subcontractor List
    - o Business License
    - Contractor's License

Bidder's license number for work in Rhode Island				
Corporation is registered in				
(Seal)	Ву:			
		(Title)		

(Address)

END OF BID FORM

# Attachment 5: Vendor Signature Form

# PROPOSED SUBCONTRACTORS

THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBCONTRACTORS THAT HE/SHE PROPOSES TO USE:

The Contractor shall require insurance in the same minimum amounts to be taken out and maintained by each Subcontractor.

NONE, WRITE "NONE"
*-*-*-*-*-*-*-*-*
Proposed Subcontractor-Name:
Address:
License Number of the Contractor as issued by the State of Rhode Island: #
Type of License:
Description of Work:
Proposed Subcontractor-Name:
Address:
License Number of the Contractor as issued by the State of Rhode Island: #
Type of License:  *-*-*-*-*-*-*-*-*-*-*-*-*-*-*-*-*-*-*
(USE ADDITIONAL COPIES OF THIS SHEET, IF MORE ROOM IS REQUIRED INSERT DESCRIPTION OF WORK AND SUBCONTRACTORS' NAMES AS MAY BE REQUIRED.
THIS IS TO CERTIFY THAT ALL NAMES OF THE ABOVE-MENTIONED SUBCONTRACTORS ARE SUBMITTED WITH FULL KNOWLEDGE AND CONSENT OF THE RESPECTIVE PARTIES.
THE BIDDER WARRANTS THAT NONE OF THE PROPOSED SUBCONTRACTORS HAVE ANY CONFLICT OF INTEREST AS RESPECTS TO THIS CONTRACT
BIDDER:
(fill in name) BY: (signature and title)
(signature and title)

# **ATTACHMENT 6**

# EXPERIENCE SHEET

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

1.	Have you e why.	ver failed to comp	lete any work awarded to y	ou? If so, please state where and
2.	What project	cts similar to this	one has your organization c	ompleted within the last 5 years?
(Separ	ate sheets ma	ny be submitted f	or this information)	
Class o	f Work	Contract Amount	When Completed	Name, address and telephone number of Contact person

# **BLANK**

# ATTACHMENT 8

Series

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# INDUSTRIAL HYGIENIST REPORTS AND LAB REPORTS



501 WAMPANOAG TRAIL I SUITE 301 EAST PROVIDENCE I RI I 02915

PH: (401) 438-6511

RI: (800) 511-5975

FAX: (401) 438-6990

CLAIMS FAX: (401) 434-6094

www.ritrust.com

Fenwick G. Gardiner, Jr. Fire Chief North Kingstown Fire Department 8150 Post Road North Kingstown, RI 02852

Re: Building at 545 Callahan Road Air Quality Inquiry

# Dear Chief Gardiner:

Pursuant to your request, I have attached the results of the indoor air quality inquiry conducted by Gerard F. Bliss, Industrial Hygienist, at 545 Callahan Road on November 22, 2013.

"There were no significant amounts of airborne metal dusts, chlorinated hydrocarbons, or acid mists in the building.

A wipe sample collected in the building revealed the presence of Iron Oxide, Cadmium, Chromium, Zinc Oxide and several other metals. This sample does not reflect exposure levels but does indicate that exposure to these metals is likely if/when dust deposits in the building are disturbed.

Based on these test data, there is no reason to conclude that the indoor air quality in this building is currently a health or safety problem for occupants. Regardless, it is highly recommended that surfaces where dust has accumulated be cleaned to eliminate the possibility of future exposures."

Please review the report. If you have any questions or concerns, please do not hesitate to give Mr. Bliss directly at 1-508-269-2202.

Sincerely.

Paul M. Brouillette

Loss Prevention Specialist

Enclosure Cc: File

# **GERARD F. BLISS, INC.**

- Occupational Health and Safety Consultants --

November 27, 2013

Mr. Paul Brouillette The RI Interlocal Trust 501 Wampanoag Trail, Suite 301 East Providence, Rhode Island 02915

Dear Mr. Brouillette:

On Friday, November 22<sup>nd</sup>, I tested the air quality in a building located at 545 Callahan Drive, North Kingstown, RI. The purpose of this testing was to determine if any airborne contaminants, resulting from past manufacturing operations, could pose a health or safety threat to future occupants, specifically the North Kingstown Fire Department staff.

The following Executive Summary provides highlights of our findings.

# EXECUTIVE SUMMARY

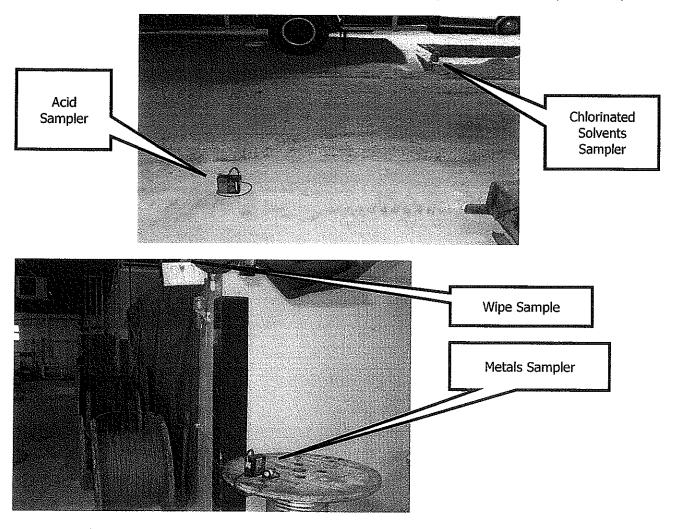
- There were no <u>significant</u> amounts of airborne metal dusts, chlorinated hydrocarbons, or acid mists in the building.
- A wipe sample collected in the building revealed the presence of Iron Oxide, Cadmium, Chromium, Zinc Oxide and several other metals. This sample does not reflect exposure levels but does indicate that exposure to these metals is likely if/when dust deposits in the building are disturbed.
- Based on these test data, there is no reason to conclude that the indoor air quality in this building is currently a health or safety problem for occupants. Regardless, it is highly recommended that surfaces where dust has accumulated be cleaned to eliminate the possibility of future exposures.

# **TESTING AND TEST CONDITIONS**

Three separate <u>groups</u> of chemicals were selected for testing and they included: mineral acids, chlorinated hydrocarbons, and metals. These groups were based on chemicals commonly used in/with the galvanizing process. In addition to the air samples, a wipe sample was collected to measure the amount of metal particulates that may have accumulated in dust deposits in the building. (This sample does not reflect actual exposure levels but it does provide an indication of the potential for exposure to certain chemicals if this dust were disturbed.)



Three SKC Aircheck® model 224-PCXR monitoring pumps were used to collect the air samples. Each was located in the equipment bay, near the fire department vehicles (see below).



Acids were collected on a pre-cleaned silica gel vial operating at a flow rate of 0.2 lpm. The chlorinated hydrocarbons were collected on an activated charcoal vial operating at a flow rate of 0.2 lpm and metals were collected on a mixed cellulose ester filter cassette operating at a flow rate of 2.0 lpm. All three samplers ran for 240 minutes in order to maximize the sample size and lower the level of detection (i.e. increase overall sensitivity of this testing).

The airflow through each sampling system was measured with a standard rotameter at the beginning of the respective sampling periods and again at the end. No operating anomalies were noted by me or by the analytical laboratory.

In addition to the air samples, a <u>wipe</u> sample was collected from the top of an exit sign in the equipment bay (see photo above). This sample was taken to determine the potential for metal contamination in accumulated dust deposits.

All samples were sent to Environmental Health Laboratories in Cromwell, CT for analysis. Each sample was "scanned" for a variety of specific compounds/elements and results of each scan are listed below.

# **FINDINGS**

The following tables list the results for the each sample. Items above their detectable levels have been highlighted in red and, where appropriate, I have listed the current OSHA exposure guidelines (in parenthesis).

Chlorinated	Air Volume	Amt	Concern	tration
Hydrocarbons		(ug)	(mg/m3)	(ppm)
Methyl Chloroform	48.0 L	< 8.00	< 0.17	< 0.031
Tetrachloroethylene		< 8.00	< 0.17	< 0.031
LAB BLANK Methyl Chloroform Tetrachloroethylene	N/A	Reporting limit  8.00  8.00		

Acids	Air Volume	Amt (ug)	Conce mg/m3	ntration ppm
Hydrogen Fluoride Hydrogen Chloride Nitric Acid Phosphoric Acid Sulfuric Acid	48.0 L	< 0.632 < 1.54 < 3.05 < 3.10 <3.06	< 0.013 < 0.032 < 0.064 < 0.064 < 0.064	< 0.016 < 0.022 < 0.025 < 0.016 < 0.016
LAB BLANK Hydrogen Fluoride Hydrogen Chloride Nitric Acid Phosphoric Acid Sulfuric Acid	N/A	0.632 1.54 3.05 3.10 3.06		

Airborne Metals	Air Volume	Amt (ug)	Concentration mg/m3
Aluminum	480 L	< 30	< 0.062
Antimony		< 1.00	< 0.0021
Arsenic		< 0.300	< 0.00062
Beryllium		< 0.0150	< 0.000031
Cadmium		< 0.0375	< 0.000078
Chromium		< 0.750	< 0.0016
Cobalt		< 0.0750	< 0.00016
Copper		< 0.750	< 0.0016
Iron Oxide		< 2.86	< 0.0060
Lead		< 0.750	< 0.0016
Manganese		< 0.0750	< 0.00016
Molybdenum		< 1.50	< 0.0031
Nickel		< 0.750	< 0.0016
Vanadium		< 1.50	< 0.0031
Zinc Oxide		2.16	0.0045 (2.0)
LAB BLANK		Reporting limit	
Aluminum	N/A	30	
Antimony		1.00	
Arsenic		0.300	
Beryllium		0.0150	
Cadmium		0.0375	
Chromium		0.750	
Cobalt		0.0750	
Copper		0.750	
Iron Oxide		2.86	
Lead		0.750	•
Manganese		0.0750	
Molybdenum	<b>:</b>	1.50	
Nickel		0.750	
Vanadium		1.50	ļ
Zinc Oxide		0.930	

Metals on surfaces	Air Volume	Amt (ug)	Concentration mg/m3
Aluminum Antimony Arsenic Beryllium Cadmium Chromium Cobalt Copper Iron Oxide Lead Manganese Molybdenum Nickel Vanadium Zinc Oxide	N/A	166 11.9 < 5.0 < 0.0150 1.12 904 0.535 3.38 4,450 2.36 27.2 < 1.50 3.14 < 1.50 8,450	N/A
LAB BLANK  Aluminum Antimony Arsenic Beryllium Cadmium Chromium Chromium Cobalt Copper Iron Oxide Lead Manganese Molybdenum Nickel Vanadium Zinc Oxide	N/A	Reporting limit  30.0 7.50 5.0 0.0150 0.500 0.705 0.0750 1.50 10.7 0.750 0.750 1.50 0.750 1.50 37.2	

# **Conclusions and Recommendations**

Conclusion: Based on these test data, current exposure to all the metals, acids and chlorinated hydrocarbons that we tested is **WELL BELOW** the current OSHA guidelines.

**Recommendation:** In spite of the favorable (airborne) results it would be prudent to clean all surfaces where dusts have accumulated. Clearly these areas contain measureable levels of metallic dusts, some of which have very low permissible exposure limits. If vacuums are

used in the cleanup they must be HEPA rated and every attempt must be made to minimize the amount of airborne dust that is generated.

Please give me a call if you have any questions regarding this report or if you need additional information. Thank you for the opportunity to assist in this matter.

Sincerely,

Gerard F. Bliss, Industrial Hygienist Principle Consultant

# **GERARD F. BLISS, INC.**

- Occupational Health and Safety Consultants --

June 8, 2015

Mr. John Nelson Facilities Project Manager 2050 Davisville Road Town of North Kingstown North Kingstown, Rhode Island 02852

Dear Mr. Nelson:

On Friday, May 29<sup>th</sup>, I collected several bulk samples in a building located at 545 Callahan Drive, North Kingstown, RI. The purpose was to determine if any of the deposits on rafters, trusses and other overhead surfaces contained heavy metals, specifically Cadmium and Chromium.

The following Executive Summary provides highlights of our findings.

# **EXECUTIVE SUMMARY**

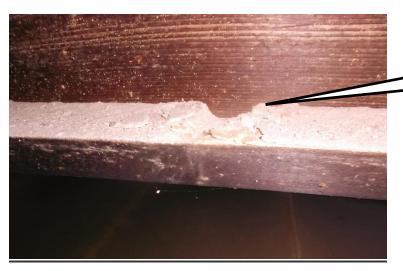
- There was no Cadmium found in any of the samples but <u>significant</u> amounts of Chromium were detected throughout the building.
- Based on these test results, it is highly recommended that interior surfaces, including roof rafters and the underside of roof decking be thoroughly cleaned to eliminate the possibility of exposure to fire fighters and others working in this building.

# **TESTING AND TEST CONDITIONS**

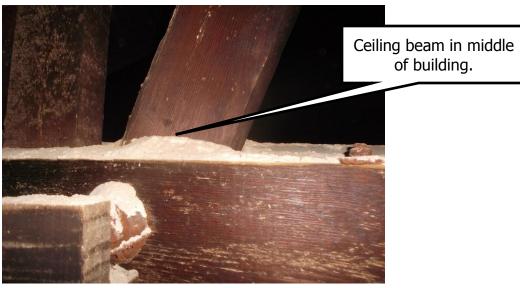
Four bulk samples were collected from overhead surfaces. One from a ceiling beam at the Callahan Drive end of the building, one from a ceiling beam in the middle of the building, one from a ceiling beam farthest from Callahan Drive and one from a roof rafter above the office area (see photos below).

All four samples were sent to Environmental Health Laboratories in Cromwell, CT for metals analysis (Cd and Cr).





Ceiling beam closest to Callahan



Ceiling beam furthest from Callahan





Roof rafter above office

Roof rafters closest to Callahan



# **FINDINGS**

The following tables list the results for the each sample. Items above their detectable levels have been highlighted in red.

Metals	Amt (ug/g)	Concentration (% weight)
Cadmium	< 3.7	< 0.00037
Chromium	<b>890</b> @ Callahan to 4,500 in middle	0.08.9 - 0.45%

Reporting Limit		
Cadmium Chromium	< 0.000375 ug < 7.50 ug	

# **Conclusions and Recommendations**

**Conclusion:** Based on these test data, there is a significant potential for exposure to Chromium metal during the cleanup of this building. The current OSHA Permissible Exposure Level is only 1 mg/m3 (or even less), depending on the valence state of this metal.

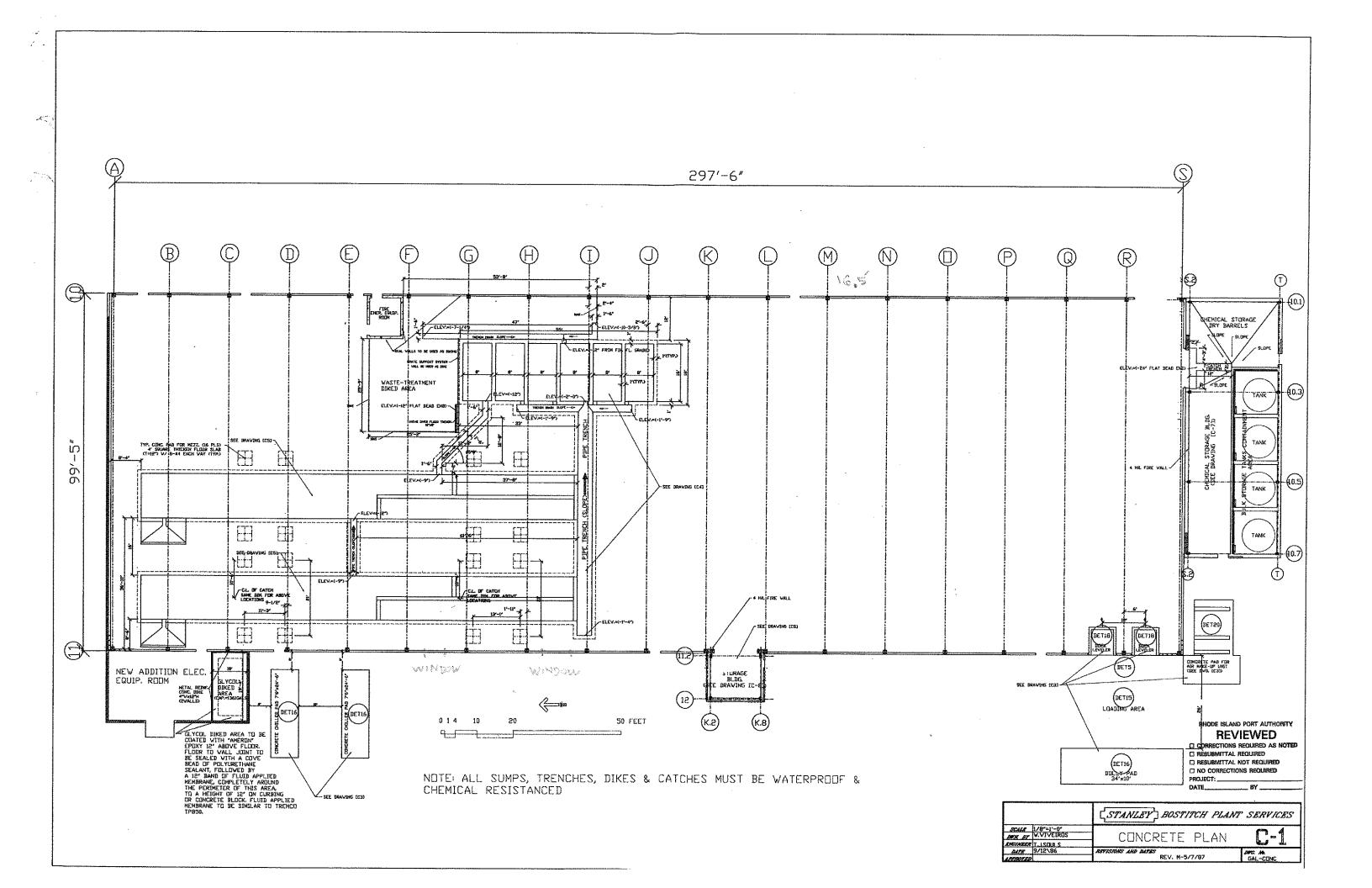
**Recommendation:** In spite of the favorable airborne results (report dtd. 11/22/2013) it would still be prudent to clean all surfaces, including overhead structures where dusts have accumulated. Clearly these areas contain significant levels of Chromium which has very low permissible exposure limits. If vacuums are used in the cleanup they must be HEPA rated and every attempt must be made to minimize the amount of airborne dust that is generated.

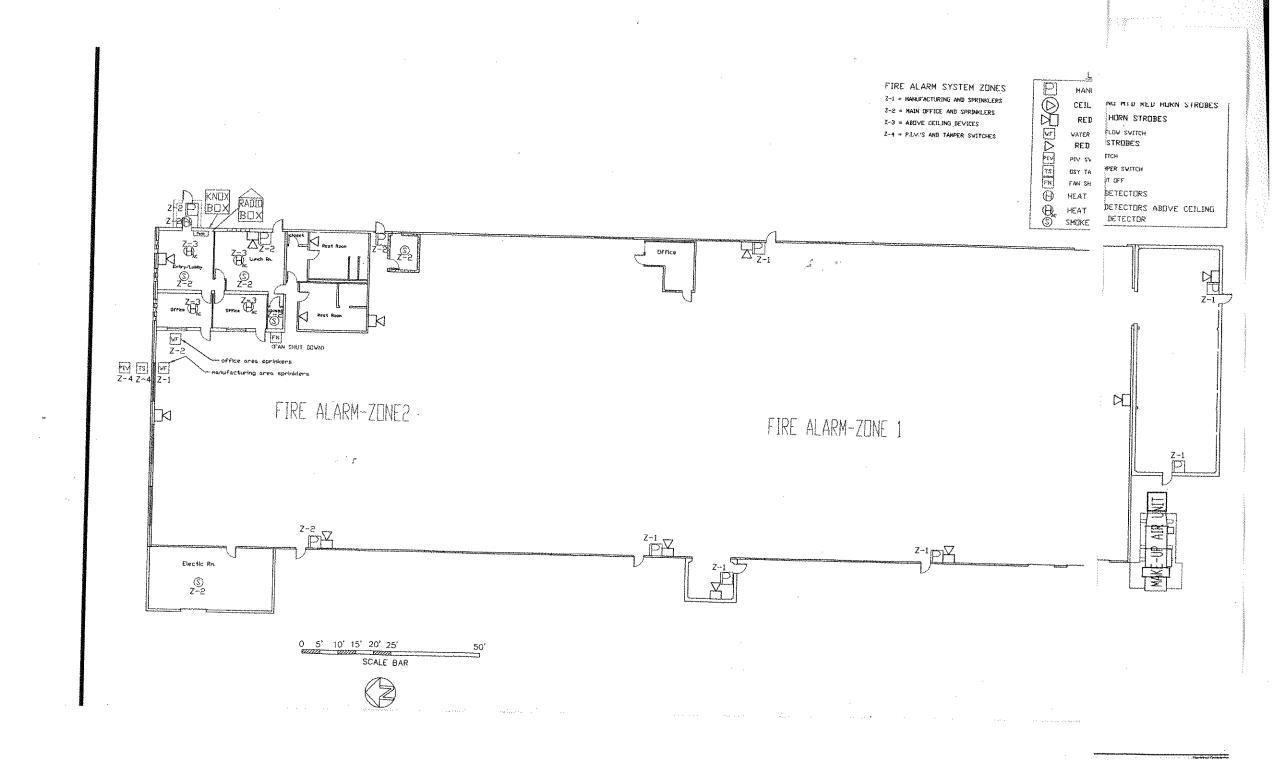
Dusts and other materials collected during the cleanup should be handled as hazardous wastes and not discarded as normal trash.

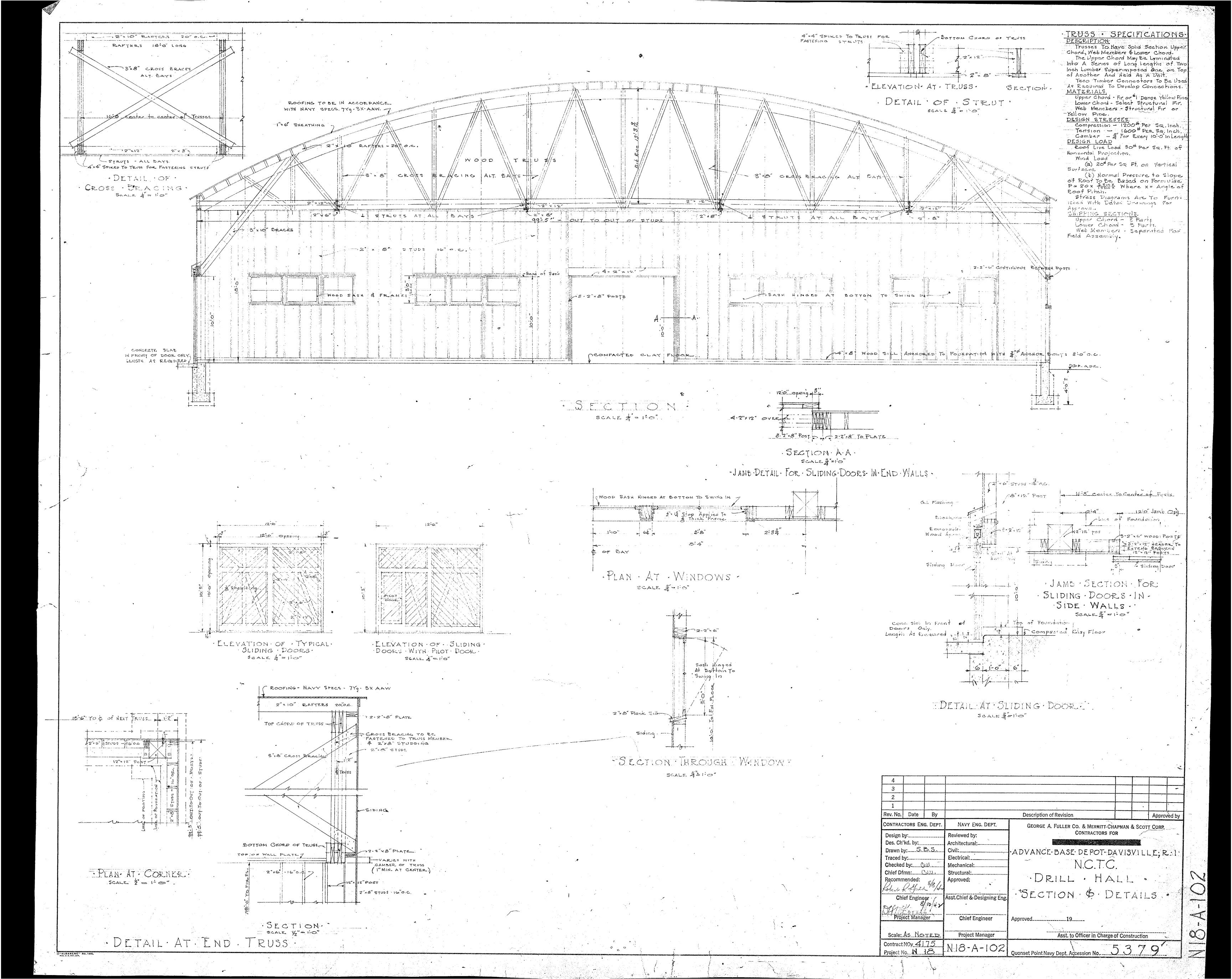
Please give me a call if you have any questions regarding this report or if you need additional information. Thank you for the opportunity to assist in this matter.

Sincerely,

Gerard F. Bliss, Industrial Hygienist Principle Consultant







# Owner and Contractor

where the basis of payment is a STIPULATED SUM

# **AGREEMENT**

made as of the day of in the year Two Thousand and Fourteen

BETWEEN the Owner: Town of North Kingstown
(Name and address) 80 Boston Neck Road

North Kingstown RI 02852-5762

and the Contractor: (Name and address)

The Project is: Cleaning of

Fire Maintenance Building 645 Callahan Road

North Kingstown RI 02852

The Owner and Contractor agree as set forth below:

# ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral, and includes the bid specifications and all documentation incorporated into the request for bids for the cleaning of the Fire Maintenance Building within the Town of North Kingstown.

# ARTICLE 2 THE WORK OF THIS CONTRACT

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

# **ARTICLE 3**

## DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

DATE SHALL BE SET IN THE NOTICE TO PROCEED.

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

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than ninety (90) CALENDAR DAYS from Notice to Proceed.

.)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

# ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Dollars

(\$ ), subject to additions and deductions as provided in the Contract Documents.

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

#### ARTICLE 5

#### PROGRESS PAYMENTS

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

#### 5.3 OMITTED.

- 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This Schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%).
- 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%).
- 5.6.3 Subtract the aggregate of previous payments made by the Owner; and
- 5.6.4 Subtract amounts, if any, for which the Owner has withheld or nullified an Application for Payment.
- 5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:
- 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-eight percent (98%) of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work and unsettled claims.

# FINAL PAYMENT

- 6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
- 6.1.1 The Contract has been fully performed by the Contractor; and
- 6.1.2 A final Application for Payment has been issued by the Contractor and approved by the Town.
- 6.2 Such final payment shall be made by the Owner not more than 45 days after the issuance of the Final Application for

Payment, or as follows:

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

## **ARTICLE 7**

# MISCELLANEOUS PROVISIONS

- 7.1 Other provisions:
  - All payment applications must include certified payrolls for the time period being billed.
- 7.2 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- 7.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

## **ARTICLE 8**

# TERMINATION OR SUSPENSION

- 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Articles 13, 54 & 55 of the General Conditions.
- 8.2 The Work may be suspended by the Owner as provided in Article 60 of the General Conditions.

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

OWNER	CONTRACTOR
(Signature)	(Signature)
Michael Embury, Town Manager (Printed name and title)	(Printed name and title)
General Terms	
RE	LEASE OF LIENS
described in a contract named: " , dated hereinafter called "Owner." Now, theref property and of other valuable considera acknowledged, do hereby release and demands whatsoever which the undersig or against said property of the Owner th or in any other manner, from the commer  The Contractor also certifies that all of I any labor or materials for an amount of \$ Liens.  The Contractor assumes full responsib harmless from any lien for materials and/	, owned by the Town of North Kingstown, fore, the undersigned, for and in consideration of the ation to each of them paid, the receipt whereof is hereby discharge any and all manner of liens, claims and an any of them now have or might or could have on ereof for work done or materials furnished as aforesaid, incement of work on said property to the date hereof. This sub-Contractors and suppliers which have furnished 500.00 or more, for said job, have signed this Release of collity to hold the Town of North Kingstown safe and or labor which might occur from aforesaid work.
IN WITNESS WHEREOF, the underside executed on the respective dates indicated	gned have caused this Release of Liens to be duly ed.
by Contractor	Date Authorized Signature
Trade (Supplier) / Company N	Name / Authorized Signature / Date

Contractor may sign if materials and/or Subcontractors charges are \$500.00 or less.

- **R. I. G. L. 44-1-6 ADDITIONAL COLLECTION POWERS** Nonresident Contractors. (a) Any person doing business with a nonresident Contractor shall withhold payment of an amount of three percent (3%) of the contract price until thirty (30) days after the Contractor has completed the contract and has requested the tax administrator, in writing, to audit the records for the particular project, a receipted copy of the request to be furnished to the person holding the funds. The tax administrator shall, within thirty (30) days after receipt of the request, furnish to the nonresident Contractor and to the person holding the funds either a certificate of no tax due or a certificate of sales and use tax or income tax withheld, or both, due from the nonresident Contractor.
- (b) Upon receipt of a certificate of no tax due, the person holding the payment may pay the nonresident Contractor. Upon receipt of a certificate of taxes due, the person may pay to the Contractor out of the amount withheld the excess over the amount of taxes set forth in the certificate together with the interest and penalties then assessed. If the tax administrator furnished neither certificate to both parties within thirty (30) days after receipt of a written request for the making of the audit, the person holding the payment may forthwith pay the payment withheld to the nonresident Contractor under the terms of the contract free from any claims of the tax administrator against either the person holding the payment or the nonresident Contractor for payment of sales or use taxes or income taxes withheld, or both.
- (c) In the event the tax administrator shall serve upon the Contractor and the person holding the payment a certificate showing the taxes due within a thirty (30) day period, the person holding the payment shall deposit with the tax administrator the amount set forth in the certificate which is not in excess of three percent (3%) of the contract price, taking a receipt for the amount, and shall thereupon be free from any claim of the nonresident Contractor for that amount or of the tax administrator for sales and use taxes or income taxes withheld, or both, arising out of the materials, equipment, and services used in performance of the contract of the nonresident Contractor on that project.
- (d) As used in this section, a nonresident Contractor is one who does not maintain a regular place of business in this state. "A regular place of business" means and includes any bona fide office (other than a statutory office), factory, warehouse, or other space in this state at which the taxpayer is doing business in its own name in a regular and systematic manner, and which is continuously maintained, occupied, and used by the taxpayer in carrying on its business through its regular employees regularly in attendance. A temporary office at the site of construction shall not constitute a regular place of business.

For further information, please contact the Rhode Island State Tax Administrator at (401) 222-6269; or Al Pugliese – (401) 222-3053.