



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

REQUEST FOR PROPOSALS

Item Description: STREET TREE PLANTING SITE PREPARATION AND INSTALLATION

Date to be opened: Monday, August 28, 2023

Issuing Department: PARKS DEPARTMENT

QUESTIONS

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**RFP Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Phone: (401) 680-5766
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - **ALEXANDER J. ELTON, CITY FORESTER**
 - **401-680-7270**
 - **AEELTON@PROVIDENCERI.GOV**

Pre-bid Conference

NO PRE-BID CONFERENCE



**BOARD OF CONTRACT AND SUPPLY
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INSTRUCTIONS FOR SUBMISSION

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in the City Council Chambers, on the 3rd floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the RFP and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this RFP. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply
Department of the City Clerk – City Hall, Room 311
25 Dorrance Street
Providence, RI 02903**

****PLEASE NOTE: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.**

This information is NOT requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



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BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 9-13) or on: <https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>*

***Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested (as indicated on page 5 of this document under "Bid Terms")*

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

******Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.***



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NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s Open Meetings Portal.
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply (RIGL Sec. 37-13-1 et seq.)
15. No goods should be delivered or work started without a Purchase Order.
16. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



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BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.

A certified check for \$500 must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.

- a) A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.
- b) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
- c) No financial assurance is necessary for this item.

2. Awards will be made within **sixty (60) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, RIGL 28-29-1, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



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BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual):

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the "Item Description" here): _____

If the bidder's company is based in a state other than Rhode Island, list name and contact information for a local agent for service of process that **is located within Rhode Island** _____

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

*** If you are submitting a unit price bid, please insert "Unit Price Bid"**

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title



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BID FORM 2: Certification of Bidder

(Non-Discrimination/Hiring)

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this _____ day of _____ 20____.

Signature of Representation

Printed Name



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BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this _____ day of _____ 20_____.

Signature of Representation

Printed Name



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WBE/MBE Form Instructions

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value.

The goal for Women's Business Enterprise (WBE) participation is **10%** of the total bid value.

The goal for combined MBE/WBE participation is **20%** of the total bid value.

Only businesses certified with the State of Rhode Island as minority and/or women business enterprises are counted towards the City's goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: <http://odeo.ri.gov/offices/mbeco/>

Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Bid Requirements:

All Bidders: All bidders **must complete and submit the *MBE/WBE Participation Affidavit*** indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is **required with every bid**. **Your bid will not be accepted without an affidavit.**

Bidders who will be subcontracting: **In addition to the *MBE/WBE Participation Affidavit***, Bidders who will be subcontracting must submit the ***Subcontractor Disclosure Form*** as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at <https://www.naics.com/search/>. Awarded bidders are required to submit

Subcontractor Utilization and Payment Reports with each invoice.

Waiver Requests:

- a) If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the *MBE/WBE Waiver Request Form* for review.
- b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to meet the city's goal of a combined 20% of MBE and WBE participation.
- c) If the contractor is a nonprofit organization, the City of Providence requires the nonprofit organization to provide the *MBE/WBE Participation Affidavit Form* and proof of its nonprofit status.
- d) If the contractor has researched the RI Certified minority list (<http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>) and the state does not have any companies in the desired trade, the City of Providence requires the contractor to provide the *MBE/WBE Participation Affidavit Form*.
- e) Waivers will be considered for approval on a case-by-case basis.



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Verifying MBE/WBE Certification

It is the responsibility of the bidder to confirm that every MBE or WBE named in a proposal and included on a contract is certified by the Rhode Island Minority Business Enterprise Compliance Office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Form Instructions:

Access all bid forms from <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>. Download the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

Assistance with Form Requirements

Examples of completed forms can be found on the City of Providence website at <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>.

Contract Requirements:

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. This form is not submitted as a part of the initial bid package. For contracts with durations of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date, A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

Questions?

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov or (401) 680-5766.



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MBE/WBE PARTICIPATION AFFIDAVIT

Item Discussion (as seen on RFP):

Prime Bidder: _____

Prime Bidder (Company) Phone Number: _____

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island? MBE WBE Neither MBE nor WBE

By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 *et seq.* of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.
The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.
The goal for combined MBE/WBE participation is 20% of the total bid value.

I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses. Initial _____

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **I understand that these documents must be submitted prior to the issuance of a notice to proceed.** Initial _____

I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract. Initial _____

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.**

Initial _____

If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements.

Initial _____

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Signature of Bidder

Printed Name

Company Name

Date

SUBCONTRACTOR DISCLOSURE FORM



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Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.

Prime Bidder: _____ Primary NAICS _____

Code: _____

Item Description (as seen on RFP): _____

Please list all Subcontractors below. Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at <https://www.naics.com/search/>

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED AMOUNT:					\$
B. WBE SUBCONTRACTED AMOUNT:					\$
C. NON MBE WBE SUBCONTRACTED AMOUNT:					\$
D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:					\$
E. TOTAL AMOUNT OF BID (SUM OF A, B, C, & D):					\$
F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide the sum of A and B by E and multiply result by 100).					%

Please read and initial the following statement acknowledging you understand. If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director. Initial _____

Signature of Bidder

Printed Name



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MBE/WBE Waiver Request Form

Fill out this form only if you are subcontracting and did not meet the 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.gov, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future.

Prime Bidder: _____

Company Trade: _____

Item Discussion (as seen on RFP):

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Trade	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of _____ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor

Printed Name

Date Signed

Signature of City of Providence
MBE/WBE Outreach Director

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed



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BID PACKAGE SPECIFICATIONS

1.0 Invitation to Bid

1.1 Background

The Department of Parks and the Board of Contract and Supply seek qualified bidders to submit bids for Street Tree Planting Site Prep and Installation, Fall 2023 & Spring 2024 .

1.2 Project Scope

The scope of work involves sawcutting pavement for new tree pits and enlarging existing tree pits; preparing planting holes; furnishing and installing balled and burlapped trees; restoring abandoned tree pits; and any other incidental work to plant trees in Providence.

1.3 Project Schedule

The successful bidder shall agree to commence work within two weeks of notification of the bid award. **The successful bidder will be given the notice to proceed on or about September 15, 2023 for the fall planting season and on or about March 15, 2024 for the spring planting season.**

Sites scheduled for the **Providence Neighborhood Planting Program (PNPP)** group awards (estimated 580 sites) **will not** include trees to be furnished and installed. The contractor will only prep these sites for planting, which are time-sensitive. **PNPP site work shall commence first** upon award.

Additional funds for tree planting (Item #3, Furnish and Install Balled and Burlapped Trees) may be awarded if they become available. Original unit price bids will be used for any later awarded work.

The successful bidder shall agree to complete all assigned work by November 30, 2023 for the fall planting season and May 31, 2024 for the spring planting season.

2.0 Prevailing Wage Rates

All State (R.I.G.L. 37-16-6 and 37-13-7) and Federal (Davis-Bacon Wage Act) prevailing wage rate laws apply to this contract. The contractor will be asked to supply signed payroll sheets with each invoice to demonstrate compliance with prevailing wage rate laws.

3.0 Method of Award

3.1 The City has a fixed sum available for the proposed work. The quantity of work for each bid item is based on this available sum. The contract will be awarded based on the lowest total bid. The City reserves the right to award the contract with quantities that are equal to or less than the fixed sum available.

3.2.1 The City reserves the right to reject bids if sufficient funds are not available, if bidding irregularities occur, or if the City deems the bidder unqualified.

3.3 The City reserves the right to reject the bid of any bidder who has previously failed to perform properly, to complete on time contracts of a similar nature, or has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material, or employees.

3.4 In determining the lowest responsible bidder, the following elements will be considered in addition to those mentioned above, as well as the qualifications outlined in section 7.



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- Maintains a permanent place of business.
- Has adequate equipment and facilities available to do the work properly and expeditiously.
- Has suitable financial resources to meet obligations incidental to the work.
- Has appropriate technical experience in the scope of work called for in this project.

3.5 The Contractor is allowed to subcontract up to 35% of the job with prior written approval of the City Forester. The terms and conditions of the contract apply to the subcontractor. All required notices, work orders, and directives will be directed to the Contractor.

4.0 Project Coordination, Contractor Cooperation, and Safety

4.1 Responsibility: The contractor is responsible for all personnel involved in the work, including employees, subcontractors and suppliers of materials and equipment and/or labor. The Owner and/or the Owner's representative (i.e. City Forester) shall recognize only the selected contractor as party to this contract.

4.2 Scheduling and Work Progress: The Contractor and subcontractors shall cooperate to expedite the work. The selected Contractor shall be responsible for the progress of the work and shall schedule, and follow up, the work of all trades so as to avoid delays of any kind.

4.3 Working Hours: All work shall be performed during the five day, forty hour week, from Monday to Friday inclusive, between the hours of 7:00 am and 4:00 pm, except for legal holidays or unless otherwise directed by the City Forester. In the event that work is performed on a Saturday, Sunday, or Holiday, the City shall not be required to pay additional costs associated with payroll for overtime. No work shall be performed on streets adjacent to schools prior to 9:00 am or after 2:00 pm, when school is in session.

4.4 Traffic Control: The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and ground personnel to give safety, protection, and warnings to persons and vehicular traffic within the work area. Blocking of streets shall not be permitted unless prior arrangements have been made with the City of Providence Traffic Engineer and is coordinated with other city departments. Traffic control is the responsibility of the contractor and shall be accomplished in conference with local, state, and federal highway safety codes. As directed by the City Forester, some busy streets may require police detail, payable under the contract "contingency" item.

4.5 Communication: The Contractor shall maintain daily communication with the City Forester or designated representative during the course of the contract. At the time of the pre-construction meeting, the Contractor shall furnish twenty-four (24) hour telephone and cellular numbers of a responsible employee or members of his/her firm who can be reached in connection with the work performed under this contract.

4.6 Safety: All work must conform to the latest revision of the **American National Standards Institute standard for Arboricultural Operations – Safety Requirements (ANSI Z133.1)**.

4.7 Damages: Damage committed by the Contractor to any person or property, public or private, are the total responsibility of the Contractor and shall be repaired or compensated for by the Contractor to the satisfaction of both the injured party and the City of Providence.

4.8 Inspections: The City Forester (or designated representative) inspects work at their discretion. Immediate corrections to any work not done to specifications will be communicated to the Contractor and shall be performed by the Contractor at no additional expense.

5.0 Payments

5.1 Partial payment invoices may be submitted monthly, and may only include trees/sites that have been inspected and approved by the City Forester (or designated representative).



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5.2 The quantity paid for all items shall be a **unit price**, except for the contingency item. The **unit price** bid shall include all labor and items of cost to perform and complete the tasks as specified below, including required paper-work, travel, signage, overhead, profit, and all incidental work in accordance with the specifications to the satisfaction of the City Forester.

6.0 Experience

6.1 Upon request, the Contractor must provide documentation certifying that the company's work for the past three (3) years has been engaged with the performance of tree and landscape work.

6.2 Upon request, the Contractor must provide references from previous clients proving that the company has performed work on contracts of comparable size.

7.0 Quality Assurance

7.1 Work shall be undertaken by a professional landscape/arboricultural contractor, in possession of a valid Rhode Island Arborist License issued by the Rhode Island Department of Environmental Management (RI-DEM) under Rules and Regulations Title 2, Chapter 19, General Laws of Rhode Island, as amended, entitled "Licensing and Registration of Arborists."

7.2 Failure to be in compliance with the above requirements shall be grounds for immediate suspension and/or termination of the contract.

7.3 All work shall be performed in accordance with the most current revisions of the following professional standards, unless otherwise specified in this contract:

- American National Standards for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance and Standard Practices A-300, published by the American National Standards Institute (ANSI).
- American National Standards for Arboricultural Operations: Pruning, Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements Z-133.1 (ANSI).
- Occupational Health and Safety Institute (OSHA)

8.0 Equipment

8.1 All bidders must have in their possession or available to them by formal agreement at the time of bidding the following materials and equipment to perform the work: a low bed trailer, a dump truck of 10-20 yards capacity, a backhoe large enough to remove concrete and debris from tree pits, a sawcutter, a truck watering container or other equipment for watering newly planted trees, hand tools, and other equipment and supplies required to perform the work specified for this contract.

8.2 All equipment shall be in good working condition. The Contractor shall remove and replace any equipment in unsatisfactory condition or unsuitable for the required work as deemed by the City. Unacceptable equipment or lack of equipment shall be grounds for disqualification of the Contractor.

8.3 The Contractor shall furnish a list of proposed vehicles and equipment to be used under this contract.

9.0 Utilities

9.1 The Contractor must take precautions against any injury to people and damage to property. Work operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. Protect all overhead utilities from damage. The appropriate utility company shall be immediately contacted if damage should occur.

9.2 Excavation and work operations may be conducted where underground electric, water, sewer, gas, cable or other utility services exist. It is the Contractor's responsibility to detect and protect existing utilities (to remain) from damage during



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construction. Prior to start of construction the Contractor is required to notify:

Dig Safe System, Inc.
331 Montvale Avenue
Woburn, MA 01801
1-888-DIGSAFE (344-7233)
www.digsafe.com

- 9.3 The State of Rhode Island Code §39-1.2 mandates that the Contractor notify all underground utility operators in the area not less than forty-eight (48) hours and not more than thirty (30) business days before the start of excavation to ensure that utility service lines are properly marked prior to excavation. No physical alteration of public property shall take place unless the results of an inspection conducted by utility representatives contacted by Dig Safe Systems indicates the proposed construction site is clear of any and all underground utility lines.
- 9.4 The Contractor shall exercise reasonable care when working in close proximity to the underground public utility facilities of any public utility. If a utility is inadvertently damaged, the public utility shall be notified immediately by the Contractor prior to back filling the excavation. Upon the receipt of the notice, the public utility shall immediately dispatch personnel to the subject location to effect temporary or permanent repair of the damage. Under no circumstances shall the Contractor back fill or conceal the damaged area until the public utility arrives at the subject location. Upon the occurrence of a serious electrical short, or the escape of dangerous fluids or gases from a broken line, the Contractor shall evacuate the immediate area while awaiting the arrival of the public utility personnel.

10.0 Work Items

Item #1 Sawcut Pavement for Tree Pits

Work: Under this item the Contractor shall sawcut pavement for sidewalk tree pits, including existing concrete, asphalt, brick, or other impervious surface, in accordance with the plans, specifications and directions of the City Forester.

Method: The contractor shall sawcut with a masonry saw or equal, cutting a line as straight as possible without producing further sidewalk cracking outside of the cutting line. Cuts shall be made perpendicular to each other, forming a rectangular cutout. Sidewalk cuts must not overlap or extend beyond the corner of the tree pit. Tree pit dimensions will be determined by the City Forester or representative and marked with white spray paint. A program goal is to make tree pits as large as possible where space allows, with a desired *minimum* area of 24 square feet. Remaining sidewalk clearance must measure at least 4 feet, in compliance with the Americans with Disabilities Act (ADA).

In the interest of preserving city sidewalks, the stabilizer legs of the Contractor's backhoe, tractor or other heavy machinery to be used on sidewalks must have padded feet. If not, the Contractor must place wooden planking beneath the feet of the machine to protect the sidewalk.

No sawcut work shall commence prior to receiving utility company reports and sidewalk markings. All work locations must have a white "T" marked by the City Forester or representative. Where subsurface obstructions are encountered during sawcutting or excavation, the Contractor shall restore the disturbed area to its original condition. If there was any damage caused during this encounter, the Contractor must follow the procedure outlined in section 9.4 prior to restoring the disturbed area. A new planting location shall be designated by the City Forester, if conditions permit. Restoration of the pavement of abandoned street tree pits shall be paid for under Item #5 in this contract. In the case that a "T" marking is in conflict with Dig Safe's utility marking (or where any subsurface conditions prohibit site prep in the marked location), the Contractor should contact the City Forester or representative, so that the site can be moved or canceled.

Disposal: The contractor shall remove and dispose of the rectangular sidewalk piece and associated debris on the same day that the masonry cuts are completed. All excavated planting pits shall be backfilled and level with the grade of surrounding sidewalk at the end of each work day to ensure the area is secure and safe. This may be satisfied by performing Item #2.



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Measurement and Payment: The quantity paid for under this item shall be the number of linear feet of sawcutting, in accordance with the specifications of the City Forester.

The price bid shall be a unit price per **linear foot** of sawcut, and shall include all labor, materials, and equipment necessary for saw cutting pavement, removing the rectangular sidewalk piece and associated debris, disposing of the pavement debris, placing backfill material for safety purposes (furnishing and installing topsoil for planting will be paid for under Item #2), and all incidental work in accordance with the specifications to the satisfaction of the City Forester.

Item #2 Prepare Planting Holes

Work: Under this item the Contractor shall provide all labor and materials necessary to prepare sidewalk pits or tree lawns for tree planting, including removing existing soil or fill, removing existing bricks or block pavement (where sawcutting is not required), removing stumps less than 8 inches in diameter, furnishing and installing topsoil, and all incidental work in accordance with the specifications of the City Forester.

Method: No excavation work shall commence prior to receiving utility company reports and sidewalk markings. All work locations must have a white "T" marked by the City Forester or representative. Where subsurface obstructions are encountered during excavation, the Contractor shall restore the disturbed area to its original condition. A new planting location shall be designated by the City Forester, if conditions permit.

The dimension of planting holes will be indicated on the list of planting locations provided to the Contractor. The Contractor shall remove all material from the planting area for the full length and width designated on the location list. Full excavation of planting pits is critical to the success of new trees; the Contractor will not be paid for locations not excavated to specified dimensions. Planting holes shall be excavated to a depth of twenty inches. Care should be taken not to excavate deeper than required. For sites where the designated prep area on the location list is smaller in area than the available unpaved area (e.g. in wide lawn strips) the prep area should be centered between the curb and the sidewalk.

Holes should be prepared using a backhoe or similar machinery. In the interest of preserving city sidewalks, the stabilizer legs of the Contractor's backhoe, tractor or other heavy machinery to be used on sidewalks must have padded feet. If not, the Contractor must place wooden planking beneath the feet of the machine to protect the sidewalk.

Stumps less than 8 inches in diameter will be included in the hole preparation costs and not paid for separately. Bricks and paving blocks shall be removed as part of hole preparation and not paid for separately. Bricks and paving blocks may be salvageable and returned to the property owner or the City as directed by the City Forester or representative, otherwise paving material shall be disposed of off site.

Topsoil: Material shall consist of agricultural loam with the addition of humus only, and no other soil type, such as a sand or clay soil type, shall be accepted. Topsoil shall be of uniform quality, free from hard clods, stiff clay, hardpan, sods, partially disintegrated stone, coal lime, cement ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks or any other undesirable material. If a truck load of topsoil is considered by the City Forester to contain too much undesirable material to be corrected on the site, the entire truck load shall be rejected. No topsoil shall be delivered in a frozen or muddy condition.

Topsoil shall comply with the following requirements:

CHEMICAL AND PHYSICAL COMPOSITION:

- a. Organic Matter--must be between five (5) and ten (10) percent by weight, as determined by the Dry Combustion Method for Total Carbon and Organic Carbon (using a multiplying factor of 2) as described in Methods of Soil Analysis, Part #9, Part 2, 2nd ed. published by the American Society of Agronomy. The organic matter shall not exceed twelve percent (12%).

pH range--shall be 6.0 to 7.0 inclusive.

Sieve analysis – by Wash Test, ASTM Designation C-117.

Passing 2" sieve	100%
Passing 1" sieve	95% to 100%



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Passing #4 sieve 90% to 100%
Passing #100 sieve 30% to 60%

- d. Clay--the test method to measure the clay content of the soil shall be ASTM D 422. The City Forester reserves the right to reject topsoil in which more than 60% of the material passing the No. 100 U.S.S. Mesh sieve consists of clay as determined by the Buoyocous Hydrometer or by the decantation method. All percentages are to be based on dry weight of sample.

Site Condition After Backfilling: Enough topsoil shall be added and tamped in courses so its final position is level with the ground surface surrounding the planting hole. The Contractor shall rake over the planting area and leave it in an orderly condition. The surrounding sidewalk and street shall be broom swept of all soil and debris. Topsoil should remain level with the surrounding grade until final inspection; the Contractor may be asked to add soil if sinking occurs, for the purpose of public safety.

Debris Disposal: The Contractor shall remove from the site all debris generated from excavation by the end of that day's work. All material, unless salvageable by the City, shall become the property of the Contractor for proper disposal off site.

Measurement and Payment: The amount paid for this item shall be the number of square feet of planting holes prepared, in accordance with the specifications and to the satisfaction of the City Forester.

The price bid shall be a unit price per **square foot** of planting holes prepared, including all labor, materials, and equipment necessary for removing existing soil or fill, removing existing bricks or block pavement (where sawcutting is not required), removing stumps less than 8 inches in diameter, furnishing and installing topsoil, and all incidental work in accordance with the specifications of the City Forester.

Item #3 Furnish and Install Balled and Burlapped Trees 2 to 2 ½ Inch Caliper

Work: Under this item the Contractor shall do all work necessary to furnish and install balled and burlapped trees (2 to 2 ½ inch caliper), including planting, staking, mulching, watering, maintaining, and replacing trees within a one-year guarantee period, in accordance with the plans and specifications of the City Forester. Sawcutting shall be paid for under Item #1, and hole preparation shall be paid for under Item #2.

Plant Material:

Names: Plant names shall agree with the nomenclature of "Standardized Plant Names" as adopted by the American Joint Committee on Horticultural Nomenclature 1942 edition. Size and grading standards shall conform to those of the American Association of Nurserymen *American Standards for Nursery Stock*, latest Edition, unless otherwise specified. No substitutions shall be permitted except by written permission of the City Forester. All tree cultivars, patented or otherwise, must be certified by the supplying nursery. All nurseries shall certify that plant material is free from injurious insect and plant diseases.

Quality and Inspection: All trees shall be typical of their species or variety. They shall have normal well-developed branches and a vigorous fibrous root system. They shall be free of anatomical wounds, disease and insect damage, and other physical defects, and shall meet or exceed American Association of Nurserymen standards for top grade product. In general, trees shall possess a single, straight trunk, without multiple leaders, V-crotches, included wood, or indications of topping or heading back. Trees shall have a minimum ground to first limb clearance of 5 ½ feet. All trees, including replacement trees, shall be inspected and tagged at the nursery prior to digging by the City Forester or his representative. All trees shall be nursery grown and shall have been growing under the same climatic conditions as those occurring in Providence for at least two (2) years prior to date of the contract. Unless approved by the City Forester, the nursery shall be no more than two hundred miles in distance from the City of Providence. Trees held in storage shall be rejected if they show signs of growth during storage. Cost of inspection shall be included in the price bid per tree.

Dimensions: Each tree shall be measured as it stands in its natural position. Trees shall be 2 to 2 ½ inches in caliper (measured 6 inches above the ground). Stock furnished shall be a fair average of the minimum and maximum size specified.



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Preparation of Trees: All trees under this item shall be balled and burlapped trees. All precautions customary in good trade practice shall be taken in preparing trees for moving, and workmanship that fails to meet the highest standards will be rejected. All trees shall be dug immediately before moving unless otherwise specified. All trees shall be dug to retain as many fibrous roots as possible. Trees shall have a solid ball of earth of the minimum size specified by the American Association of Nurserymen. Root balls shall be securely held in place by untreated burlap and stout rope (nylon rope is NOT acceptable). Oversize or exceptionally heavy trees are acceptable if the size of the ball or spread of roots is proportionally increased, to the satisfaction of the City Forester. Loose, broken, or manufactured balls will be rejected.

Delivery: Trees shall be packed, transported and handled with the utmost care to insure adequate protection against injury. When transported in closed vehicles, plants shall receive adequate ventilation to prevent sweating. When transported in open vehicles, plants shall be protected by tarpaulins or other suitable cover material. Balled and burlapped trees shall be set on the ground and balls covered with soil or mulch. Until planted, all materials shall be properly maintained and kept adequately moist, to the satisfaction of the City Forester.

On-Site Inspection: No plant material shall be planted by the Contractor until inspected by the City Forester or representative at the site of the work. If a load of trees is delivered to the site in an opened vehicle and the trees were uncovered during transit, the entire load of trees may be rejected. Plant material will be rejected if delivered to the site in an unacceptable condition, or if damaged on site by rough handling. All rejected material shall be marked by the City Forester and must be removed from the site and replaced with acceptable material at no additional cost. Final inspection shall be made upon completion of the contract.

Hole Preparation

Follow specifications set forth in Item #2. Cost for hole preparation shall be paid for under Item #2.

Planting:

Planting under the contract shall begin as directed by the City Forester on or about April 15 in the spring planting season and on or about October 15 in the fall planting season.

The City Forester is to be notified in writing not less than two (2) working days in advance before any removal, excavation of a tree pit, or tree planting. The Contractor shall provide a routing sheet of the work to be performed on a daily basis.

The contractor shall carefully place the tree in the prepared planting hole by lifting and carrying it by the rootball so that the ball will not be loosened. Do not lift trees by the trunk. The tree shall be positioned straight and in the center of the pit or tree lawn. A uniform distance shall be maintained from the center of the tree to the outside of the curb, or as directed by the City Forester. **All trees shall set, after settlement, so that the base of the trunk just above the roots known as the “trunk flare” is visible and at grade with the surrounding soil.** If the top of the rootball is not consistent with this area, soil will be added or removed to make it so, and the depth of the planting site adjusted accordingly. Bud graft union swellings should also be **above grade**. Care shall be exercised in setting the trees plumb.

Cut and remove rope, burlap and wire from the top fifty percent (50%) of the rootball. Remaining lateral wires must be cut to prevent future root interference. Wire must not be galvanized or aluminum wire. All ropes, stones, etc. shall be removed from the planting site before backfilling. Backfilling mixture shall be loose and friable, and not frozen. Soil shall be firmed at six (6) to eight (8) inch intervals and thoroughly settled with water.

Water Retention Additives: Water Retention Additives shall be a granular polyacrylamide polymer of a potassium base and not a sodium base that slowly releases moisture into the root zone such as Terra Sorb, as manufactured by Plant Health Care, Inc., Pittsburgh, Pa., or approved equal. It shall be applied at the time of planting. Each tree shall receive 3 ounces or the amount specified by product instructions. Half should be added at a depth of 8-10 inches and the other half just below the finished surface.

Finishing Surface After Backfilling: The Contractor shall cultivate and rake over finished planting areas and shall leave them in an orderly condition. On level ground or slight slopes, a shallow basin slightly larger than the diameter of the tree ball shall be left around each tree, as shown on the sketches, or as directed by the City Forester. At no time should topsoil be mounded



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to cover the trunk of the tree. Final soil level, except for the shallow basin, shall be flush with the surrounding sidewalk grade to prevent potential tripping hazard. The surrounding sidewalk and street shall be broom swept of all soil and debris.

Staking: All staking shall be done during the planting operation, unless otherwise directed by the City Forester, and shall be maintained throughout the one year guarantee period.

Stakes shall be of sound material. Trees shall be supported by two (2) stakes. Stakes shall be a minimum of 2 x 3 inches diameter, eight (8) feet long, and pointed at one end. Stakes shall be placed a minimum distance of one (1) foot away from the trunk of the tree, taking care to stay clear of the roots, driven thirty (30) inches into the ground, and shall be fastened to the tree with a suitable length of 3/4" wide, flat, woven polypropylene material, such as ArborTie™ or approved equal, that is knotted and secured to the stakes. The staking material shall still allow the tree to have some sway movement, and shall not constrict the trunk from unhindered diameter growth.

Pruning: Only crossing, broken or badly bruised branches shall be removed. These shall be pruned with a clean cut just to the outside of the branch collar, at such a point and angle that neither the branch collar nor the bark of the stem is damaged, and that no branch stub extends from the collar. Crowns of young trees shall not be cut back to compensate for root loss. No leaders shall be cut.

Mulching: The Contractor shall furnish and place shredded bark mulch for each tree planted. All mulching shall be done during planting operation.

Shredded bark mulch shall be natural forest product of ninety eight percent (98%) bark containing less than two percent (2%) wood or other debris, not exceeding three (3") inches in length and one (1") inch in width. It shall be of White or Red Fir and/or Pine bark and/or Cedar of a uniform grade with no additives or any other treatment. The pH factor should range from 5.8 to 7.0. The City Forester reserves the right to reject any materials which do not meet these specifications.

Shredded bark mulch shall be applied as a ground cover to the surface of all tree pits after the expansion and backfilling is completed. Mulch shall be applied to a uniform depth of three inches (3") over the entire tree bed area and shall be so distributed as to create a smooth, level cover over the exposed soil. A gap of approximately 2" should be left between the mulch and the trunk of the tree to avoid mounding above the trunk flare.

Watering: At the time of planting, the soil around each tree shall be thoroughly saturated with at least twenty (20) gallons of water. Water shall be free from oil, have a pH not less than 6.0 nor greater than 8.0 and shall be free from impurities.

Watering shall also take place throughout the guarantee period, at least 20 gallons per tree at approximately two week intervals from May 15 to October 15 . The City Forester may order less watering based on weather conditions, resulting soil water content or other factors. If drought conditions warrant, the City Forester may order more frequent watering than scheduled or during non-scheduled periods. A watering schedule shall be submitted to the City Forester each week.

Maintenance: The Contractor shall maintain all planted trees for one (1) year after the final acceptance of the contract work. The cost of maintenance shall be included in the price bid.

Maintenance shall include weeding, cultivating, edging, control of insects, fungus, and other diseases by means of spraying with an approved insecticide or fungicide, pruning, adjustment and repair of staking, repair of minor washouts, soil replacement and other horticultural operations necessary for the proper growth of all trees, and for keeping the entire area within the contract limits neat in appearance. At the expiration of the guarantee period the Contractor shall leave the area around the tree cultivated and weed free.

Guarantee and Replacement: The Contractor shall replace, in accordance with the contract plans and specifications, any planted tree that is dead or, in the opinion of the City Forester, is in an unhealthy or unsightly condition. There shall be a one (1) year guarantee on trees commencing after the final acceptance and the completion of the contract work. When instructed by the City Forester, the Contractor shall replace trees that have died after final acceptance in the next appropriate planting season even when the next planting season falls outside the one year period. The topsoil in the tree pit shall be changed when any replacement tree is planted. Trees that have died as a result of vandalism shall be removed and not replaced. The cost of replacement(s) shall be included in the unit price bid for the various furnished items of the contract.



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Measurement and Payment: The quantity to be paid for under this item shall be the number of balled and burlapped trees (2 to 2 ½ inch caliper) of all species supplied, planted, and maintained in accordance with the specifications of the City Forester.

The price bid shall be a unit price for **each** tree planted, and shall include the cost of furnishing, planting, pruning, staking, watering, mulching, maintaining, and replacing all trees, and all other work incidental thereto, in accordance with the specifications, to the satisfaction of the City Forester.

Sawcutting shall be paid for under Item #1. Planting hole preparation shall be paid for under Item #2.

Item #4 Restoration of Abandoned Tree Pits

Work: Under this item the Contractor shall furnish and place cement concrete pavements and do all other work necessary to restore tree pits in paved areas that are abandoned due to subsurface obstructions, all in accordance with the specifications of the City Forester.

Concrete pavement shall consist of a single course with a thickness of 4" or as directed by the City Forester.

Materials: Portland cement concrete will be used under this item. Concrete shall consist of a homogeneous mixture of Portland cement, coarse aggregate, fine aggregate, air entrainment, water, admixtures and pozzolan (when used), mixed in proportions specified by Class XX(AE) (4,000 psi) for sidewalks, equal to a minimum cement content of 658 lbs/cy. Concrete shall conform to the requirements set forth in the R.I. Department of Transportation Standard Specifications for Road and Bridge Construction.

Excavation: Excavation shall be made to the required depth and to a width that will permit the installation and bracing of the forms, providing a finished sidewalk conforming to the limits shown on RI Standard Detail 43.1, or as directed by the City. The foundation shall be shaped and compacted to a firm even surface, and all material within the limits of the excavation shall be replaced with gravel borrow if not previously in place.

Pigmenting: Every effort shall be made to match the color of the existing concrete surrounding the work site. Color admixture shall be thoroughly and uniformly mixed into the concrete. All batching, placing, finishing, and caulking shall be in accordance with Scofield's Tech-Data Bulletin A-304, or Manufacturer's Instructions. All coloring admixtures shall conform to the requirements of the Standard Specification for "Pigments for Integrally Colored Concrete" of A.S.T.M. Designation: C 979.

Forms: Forms (when needed) shall be wood or metal and shall extend for the full depth of the concrete. All forms shall be straight, free from warp and of sufficient strength to resist the pressure of concrete without springing. Bracing and staking forms shall be such that the forms remain in both horizontal and vertical alignment until removal.

Construction: The foundation shall be thoroughly moistened immediately prior to the placing of the concrete. The proportioning, mixing and placing of the concrete shall be in accordance with the requirements for Class XX(AE). The surface shall be floated then followed by a broom finish. No plastering of the surface will be permitted. All outside edges of the slab and all joints shall be edged with a ¼-inch radius edging tool.

Construction joints shall be formed around all appurtenances such as manholes, utility poles, sign posts, etc., extending into and through the sidewalk. Remolded expansion joint filler of the thickness indicated shall be installed between concrete sidewalks and any fixed structure such as a building or bridge. This expansion joint material shall extend for the full depth of the walk.

Protection and Curing: Concrete shall be cured for at least 72 hours. Curing shall be by means of moist burlap mats or by other approved methods. During the curing period all traffic, both pedestrian and vehicular, shall be excluded.

Measurement and Payment: The quantity to be paid for under this item shall be the number of square feet of cement concrete pavement placed in abandoned street tree pits which are restored in accordance with the specifications to the satisfaction of the City Forester.



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The price bid shall be a unit price per **square foot** of cement concrete pavement placed in abandoned street tree pits in paved areas which has been restored, including necessary excavation or compacted gravel borrow and all incidental work in accordance with the specifications to the satisfaction of the City Forester.

Plant Schedule

All trees shall be 2" to 2 1/2 " caliper, and branched at least 5 ½ feet from the ground. Trees with excurrent form shall possess a central leader with subordinated lateral branching making up the overall canopy. Trees with decurrent form shall possess scaffold branching with proper spacing between each limb to avoid the development of included wood and v-shaped crotches. No tree shall have any limb cuts over 3/4" which have not completely calloused over.

All B&B trees and rootballs must conform to the standards set by the American Association of Nurserymen in the *American Standard for Nursery Stock*, latest edition. Minimum rootball size must be 24" for 2" caliper trees, and 28" for 2 ½" caliper trees. All trees shall be dug with firm root balls free of noxious weeds. There should be no excess soil on top of the root ball or around the trunk. Loose, broken, or manufactured balls will be rejected. A well-branched top and fibrous root system are essential. Species selection will be made from the following list, at the discretion of the City Forester.

Acer campestre
Acer ginnala
Acer rubrum "October Glory"
Acer rubrum "Armstrong"
Amelanchier canadensis
Carpinus betulus
Carpinus caroliniana
Celtis occidentalis
Cercidiphyllum japonicum
Cercis canadensis
Cladrastis kentukea (lutea)
Corylus Colurna
Crataegus crus-galli inermis
Eucommia ulmoides
Ginkgo biloba
Gleditsia triacanthos inermis
Gymnocladus dioicus
Halesia carolina
Koelreuteria paniculata
Liquidambar styraciflua
Liriodendron tulipifera
Malus spp.
Metasequoia glyptostroboides
Nyssa sylvatica
Ostrya virginiana
Platanus X acerifolia

Prunus cerasifera
Prunus serrulata "Kwanzan"
Prunus virginiana "Shubert"

Quercus acutissima
Quercus bicolor
Quercus imbricaria
Quercus macrocarpa
Quercus palustris
Quercus phellos
Quercus robur
Quercus rubra
Sorbus alnifolia
Styphnolobium japonicum
Styrax japonicus
Syringa reticulata "Ivory Silk", "Summer Snow"
Taxodium distichum
Tilia americana "Redmond"
Tilia cordata "Greenspire"
Tilia x euchlora
Tilia tomentosa
Ulmus ("Homestead", "Princeton", "Pioneer", "Delaware")
Ulmus parvifolia
Zelkova serrata



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SUPPLEMENTAL BID FORM

To whom it may concern:

1. The undersigned, having familiarized (himself) (themselves) (itself) with the **STREET TREE PLANTING SITE PREPARATION AND INSTALLATION** bid affecting the cost of work, and with the Contract Documents (which includes the Invitation for Bids, Instructions to Bidders, Form of Bid Bond, Form of Agreements, form of Non-Collusive Affidavit, Addenda (if any), Drawings, Technical Specification, Form of Surety Bond(s); as prepared by the Providence Parks Department, and on file in the office of the City Clerk 3rd Floor, City Hall, Providence, RI 02903, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and to perform such other required work for the **STREET TREE PLANTING SITE PREPARATION AND INSTALLATION** and such other required and incidental work, complete, all in accordance with the above listed documents and for the unit prices for work in-place for the following items and quantities.

2. In submitting this Bid, the bidder understands that the right is reserved by The Providence Parks Department to reject any and all Bids, If written notice of acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within (90) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within (10) days after the Agreement is presented to him/her for signature.

Herewith in accordance with the instructions to Bidders.

3. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this. Bid or any bids for the Contractor for which this Bid is submitted. Also attached is a Statement of Bidder's Qualifications.

4. Application unit prices are contained in the Agreement (established as the result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the City of Providence may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the application unit prices specified in the Contract.

5. The City of Providence reserves the right to determine the lowest responsible Bidder based on past experience with the City and/or recommendations by City and/or state agencies with an interest in this procurement. The City reserves the right to award the project to the appropriate bidder in the best interest of the City of Providence.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregation facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, term "segregation facilities" means any waiting rooms, work rooms, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employee which are segregated by explicit directive or are in fact segregated on basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.



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The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from provisions of the Equal Opportunity Clause, and that he /she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. & 1001.

DATE _____, 20__

Name of Bidder and Official Address:

Name of Authorized Representative (Contact):

By _____
(Signature)
Title _____

E-Mail: _____

Phone: _____

Bidder shall indicate, in space provided,
the earliest possible Project Start-up Date: _____, 20__

ADDENDA: The undersigned acknowledges receipt of the following Addenda, if any, and has included the provisions thereof in this Bid (If Any):

<u>Addendum No.</u>	<u>Date</u>	<u>Addendum No.</u>	<u>Date</u>
_____	_____, 20__	_____	_____, 20__
_____	_____, 20__	_____	_____, 20__

Sub-Contractors (If Any):

Name: _____ **Scope of Work:** _____ **MBE / WBE**

Name: _____ **Scope of Work:** _____ **MBE / WBE**

Name: _____ **Scope of Work:** _____ **MBE / WBE**



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BID FORM

All Work Included in this Project Shall be Completed for the lump sum of:

(\$ UNIT PRICE BID), **TOTAL BID**

ALLOWANCE: \$2,500.00

UNIT PRICES:

1. Sawcut Pavement for Tree Pits – Per Linear Foot (Approx 3,780sf)

_____ LF \$ _____
price in writing

2. Prepare Planting Holes– Per Square Foot (Approx 13,920sf)

_____ SF \$ _____
price in writing

3. Furnish & Install Balled & Burlapped Trees (2-2.5” Cal.) – Per Each

_____ EA \$ _____
price in writing

4. Restoration of Abandoned Tree Pits (F&I 4” Concrete Pavement) – Per Square Foot

_____ SF \$ _____
price in writing

Please note that the list above is not limited to items required to complete the base bid scope of work but can and shall be used to adjust the contract prior to or after award – in the best interest of the City of Providence.



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SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

*This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.*

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- **PROOF OF INSURANCE**



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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail



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to the last business address known by the party providing notice.

13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.



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PREVAILING WAGE:

This project qualifies for prevailing wages per the Prevailing Wages Statute or the Davis Bacon Act (HUD). Certified payrolls will need to be submitted to the owner for all hours worked on site for this project.

The Wage Decision for this project shall be as recorded on the Bid Date and is available on the RI Department of Labor website.

Federal Labor Standards

U.S. Department of Housing & Urban Development

Applicability

The Project of Program to which the Construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A.1. (i) **Minimum Wages.** All laborers and mechanics employed or working up on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction of development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers of mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification or work actually performed, without regard to skill, excepts as provided in 29 CFR Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFT part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contact shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is



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necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much that the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) or the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits ins enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)
- (ii) (a) The contractor shall submit weekly for each in which any contract work is performed a copy of all payrolls to HUD or its



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designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-34 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), Government Printing Office, Washington, Dc 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under 20 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a property executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph AA.3. (ii)(b) of this section.
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code. (iii)
The contractor or subcontractor shall make the records required under paragraph A.3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.
4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the age determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and



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Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirement of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
6. Subcontracts. The contractor or subcontractor will insert in any subcontract the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.5
7. Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor as provided in 29 CFR 5.12
8. Compliance with Davis-Bacon and Related Act Requirements. All ruling and interpretations of the Davis-Bacon and Related Act contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
10. (i) Certification of Eligibility. By entering in to this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
(iii) The penalty to making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utter or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."



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11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
- (3) Withholding for unpaid wages for liquidated damages. HUD or its designees shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold of cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

- (1) No laborer or mechanic shall be required to work in surrounding or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).
- (3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.