

Town of Scituate, RI

195 Danielson Pike
North Scituate, RI 02857

REQUEST FOR PROPOSAL SCITUATE ANIMAL SHELTER ADDITION

1) GENERAL INFORMATION

- a) The Town of Scituate, Rhode Island is accepting sealed bid proposals to furnish labor and materials for an addition to the Scituate Animal Shelter, above the existing-in-place foundation and slab floor, located at 106 George Washington Highway, Clayville, RI 02815.
- b) **Submission Requirements:**
 - i) The bid proposal must be signed by a duly authorized official of the contractor/vendor, who has legal authority to bind the company, and must clearly identify the scope of services and proposed time frame for completion.
 - ii) Bidders must provide a list of current and former municipal project references.
 - iii) Bidders must state requirements (if any) of the Town staff to support the completion of the work.
 - iv) Bidders must submit bid proposal in a sealed envelope clearly marked on the outside "SAS-Addition."
 - v) **Sealed bids must be submitted to the Town of Scituate Town Clerk at the Town of Scituate Town Hall, 195 Danielson Pike, North Scituate, Rhode Island 02857, by no later than 12:00 pm on January 31, 2020.**
 - vi) Sealed bids will be opened at that time in the Council Chambers, first floor, Town of Scituate Town Hall.
 - vii) The Town of Scituate reserves the right to waive any informality, to accept or reject any and/or all bid proposals and to accept the bid proposal which in its sole determination best serves the interest(s) of the Town of Scituate.
 - viii) In case of default by the contractor/vendor, the Town of Scituate may procure the services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor/vendor the difference between the price named in the contract order and the actual cost thereof to the Town. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the sole opinion of the Town.
 - ix) The Town reserves the right to withdraw this request at any time based on available funding.
 - x) Any bid proposal received after 12:00 pm on January 31, 2020 will not be accepted.
- c) All bidders shall honor their properly formatted and submitted bid for a period of ninety (90) days subsequent to date of bid opening, without escalation.

- d) Insurance – Successful bidder shall be required to provide valid certificate of General Liability, auto, umbrella and (if required) workers compensation insurance in conformance with the attached sample, naming the Town of Scituate, Rhode Island as additional insured.
- e) Tax Compliance – Successful bidder shall be required to submit current W-9 form in conformance with the attached sample, affirming current reporting compliance with all relevant jurisdictions.
- f) Non-Collusion – Successful bidder shall be required to submit completed and notarized Non-Collusion affidavit in conformance with the attached sample.
- g) Prevailing Wage (if required) – Successful bidder shall be required to furnish completed certificate guaranteeing payment of prevailing wage and indemnifying the Town of Scituate, Rhode Island from any loss whatsoever arising from failure to pay prevailing wage in conformance with the attached sample.
- h) **RFIs** – All RFI-related items must be submitted, in writing, to Gloria Taylor, Deputy Town Clerk at gtaylor@scituateri.gov no later than COB January 24, 2020. A site visit and Q&A is scheduled for 2:00-4:00 pm at the 106 Geo Waterman Hwy property on January 28, 2020. Written responses will be made available to all bidders at that time. Any further questions from responsible bidders shall be addressed at that time.
- i) Performance and Payment Bonds – shall be required for this work, unless otherwise noted in writing by the Town of Scituate or its assigns.
- j) Taxes- This project is sales and use tax exempt.
- k) Payment- see Proposal Form and Exhibit for proper invoicing procedures.

2) **MINIMUM SPECIFICATIONS**

- a) Construct a permanent addition to the existing Scituate Animal Shelter, approximately 30'-0" x 30'-0", including all sub-trades referenced in drawings and specifications.
- b) **Details, drawings, specifications, general notes and project code data are available on the 100% CD set labeled “Construction Drawings–Scituate Animal Shelter Addition,” which are available at Town Clerk’s Office, Scituate Town Hall, during normal business hours.**
- c) Additional specifications including detailed scope, basis-of-design components, NIC elements and best practices information shall be distributed herein and with the 100% CD set and must be carefully adhered to. Bidders shall acknowledge in writing compliance with all information and instructions contained therein.
- d) **Bidders shall provide a clearly stated Deduct Alternate, per P&S, on the attached proposal form, for the substitution of wood stick framing in lieu of CMU construction at areas noted. Utilize approved air and moisture barrier at all areas to maintain complete integrity of the building envelope.**
- e) Bidder shall acknowledge whether the bid submitted meets the minimum requirements as set forth by the Town; any deviation shall be noted in writing, failure to do so may be just cause for rejection of the bid.
- f) Literature and / or detailed specifications must be provided with the bid proposal.

Town of Scituate, RI

195 Danielson Pike
North Scituate, RI 02857

Proposal Form and Exhibit

SCITUATE ANIMAL SHELTER ADDITION

Contractor Name _____
Company Address _____
Telephone/Fax _____ / _____
Contact Person _____
Email _____
Officer's Signature _____

PRICE

- **Base Bid** for this work **Including** Insurance: \$ _____
- **Performance and Payment Bonds:** Add \$ _____

ALTERNATES

- Revised Base Bid for **Deduct Alternate One** \$ _____

By signing this document above, Contractor acknowledges that they have reviewed and clearly understand all plans and specifications, and agree to conform and adhere to the building codes of the Town of Scituate, RI, the State of Rhode Island SBC-1(May 2019) and ISBN:978-60983-630-6. In any case of code conflict, Contractor agrees by signing above that the most restrictive code shall govern this project.

Contractor Initials: _____

BASE BID BREAKDOWN

Provide a breakdown of your base bid into the following categories. Values below shall be used for accounting purposes, scope leveling, and comparison to historical averages.

Mobilization \$ _____

Sitework \$ _____

Demolition \$ _____

Concrete Block \$ _____

Trusses, Framing & Sheathing \$ _____

Roofing \$ _____

Insulation \$ _____

GWB \$ _____

Doors and Windows \$ _____

Electrical & Data \$ _____

Fire Protection \$ _____

HVAC \$ _____

Suspended Ceiling \$ _____

Painting \$ _____

Cleanup/Demobilization \$ _____

Punchlist \$ _____

Total (must match Base Bid) \$ _____

Alternate One Deduct (\$ _____)

Alt One Breakout- Siding (Labor Only Add) \$ _____

Contractor Initials _____

Specific Scope of Work

Note: Scope items listed below are intended to highlight work of each section and do not imply a complete scope of work. This list should be used in conjunction with the 100% CD set and specification/basis of design exhibit to indicate complete scope.

- **Mobilization** – Provide and set up storage, rubbish and sanitary facilities at the site. No sanitary facilities shall be available to site personnel.
- **Sitework** – Compact and restore disturbed earth at addition perimeter. Establish construction zone with safe means of egress for shelter officials, volunteers and guests
- **Demolition** – Sawcut new openings at existing restroom and laundry room as indicated. Provide lintels as required, dress openings and install new passage or privacy doors as required. Carefully protect shelter personnel and animals from noise and dust.
- **Concrete Block** – Construct CMU assemblies per code, including all indicated and required reinforcing. Include bond beam as shown and complete fabrication, including lintel support, per best practices.
- **Framing, Sheathing and Trusses** – Frame interior bearing and non-bearing walls as indicated in drawings. Furnish and install trusses per code and with all required bracing. Sheathe as indicated with min 1/2" CDX and building wrap at sidewalls (in the event of Alt One acceptance) and 5/8" T&G roof sheathing.
- **Siding** – Utilize siding provided by Scituate DPW in the case of Alt #One.
- **Roofing** – Utilize ice and water shield to 30" at entire perimeter and ridge of roof, paying special attention to construction joint at adjacent, ETR roof. Utilize 15# felt at remainder. Choose asphalt shingles to match existing; carefully weave to eliminate future leaks. Set nail pattern for high wind conditions.
- **Insulation** – Insure value of R21 at sidewalls, R38 at roof and ceiling areas. Establish airflow between soffits and ridge as shown.
- **GWB** – Utilize abuse-resistant GWB at all areas as shown. When dressing, provide one tape coat and two top coats of GWB compound, sanding and cleaning thoroughly between coats.
- **Doors and Windows** – Furnish doors and windows indicated per specs provided. Install per best practices. Utilize alum flashing and butyl caulk as necessary for a long lasting, airtight protective seal.
- **Millwork**- all architectural millwork, including window sills, counters, cabinetry and front desk, shall be NIC and by others. This contractor shall be responsible for scheduling millwork and preparing the space for same.
- **Electrical & Data** – Provide A/C and data wiring as indicated, and per code. Provide fixturing per spec, and install per code.
- **Fire Protection** – Provide pull stations, horn strobes and exit indicators as shown and per code. Provide separate attenuator panel per AHJ.
- **HVAC** – Provide new forced air HVAC system for addition. Locate equipment in existing machinery room and provide ductwork as needed. Review proposal with Architect, DPW and Town Officials prior to commencing work.

- **Suspended Ceiling** – Provide FR grid and FR ceiling tiles as indicated in specs.
- **Painting** – Provide one primer coat and two finish coats, utilizing highest quality paint, at all new interior wall areas. Provide all doors, HMF, and window trims (as required) with highest quality topcoat. Work a consistent wet edge, do not drag. Prime and paint exterior CMU with highest quality, appropriate weatherguard paint. Treat efflorescence thoroughly prior to applying any paint materials. Floor- Carefully prime and paint all slab surfaces with high quality epoxy primer and paint to be approved by the Town of Scituate. Submit all SDS for paint materials prior to commencing work.
- **Cleanup/Demobilization** – Thoroughly clean entire jobsite and surrounding area to your dumpster. Police entire area to capture all residuals for disposal. Keep safe all attic stock for turnover to Scituate DPW for future use.
- **Punchlist** – Immediately prosecute to completion all items on punchlists provided by Architect, OPM, and Animal Control Officers (ACOs).

Change Order Management – All CORs shall be reviewed in a timely fashion by design team and Town of Scituate. Do not proceed with any PCO scope without written approval from the Town of Scituate. Failure to obtain such written approval indicates Contractor agrees to proceed at risk.

Project Schedule – Time is of the essence in this contract. Delays of any kind will not be tolerated.

Labor Requirements – Contractor shall be required to comply with all applicable prevailing wage requirements, as may be amended throughout the work of this project, and all RIDLT regulations.

Safety – Contractor shall adhere to all best practices regarding the safe prosecution of this work. All workers and visitors shall wear all appropriate PPE as required by OSHA, State of RI and Town of Scituate. Failure to adhere to PPE requirements may be cause for removal from the jobsite. Contractor shall obligate all workers that may perform any portion of this work to provide sufficient information to allow the Town of Scituate to run Criminal Offender Record Information (CORI) and Sexual Offender Record Information (SORI) checks on any jobsite personnel as is required, or deemed necessary.

Jobsite Management and Logistics – This is a working Animal Shelter. All activities shall be coordinated to minimize the impact on the transient animals, Shelter Volunteers, ACOs and guests of the facility. Great care shall be taken to eliminate any dust in the occupied spaces of the shelter, particularly when sawcutting CMU material directly adjacent to inhabited areas of the shelter. No divergence will be permitted.

- **Parking** – Access for shelter personnel must be maintained. Parking for jobsite personnel shall be permitted at adjacent Westconnaug Meadows parking area (150 yards NE on George Washington Hwy).

- **Trash & Debris Removal** – Contractor shall be required to provide jobsite trash collection, storage and removal. Coordinate with ACOs regarding location of jobsite dumpster. Do not use existing shelter dumpster for jobsite refuse.
- **Layout & Field Engineering** – Confirm all plan measurements prior to commencement of work. Report all discrepancies to the Town of Scituate at once.
- **Deliveries** – All deliveries to the site involving significant materials handling must be scheduled in advance with Owner and ACOs and must be made prior to 8:00 am M–F to avoid interfering with shelter operations.
- **Jobsite Equipment** – The use of large equipment, such as cranes, lulls and the like, must be scheduled with and approved by the ACOs and the Owner in advance, so as not to interfere with normal shelter operations.
- **QA/QC** – Architect, Owner and AHJ will determine compliance with plans, specs and best practices. Non-conforming work shall be immediately corrected.
- **Temp Services** – Electrical power shall be provided within the existing shell. Project electrician shall be responsible for bringing temp power to useful areas of the jobsite. All temp trailers, shanties, offices and tool or material storage facilities shall have size and location approved by ACOs and Owner prior to their placement on the jobsite. Telephone, sanitary, and fire protection services are the responsibility of the Contractor UON.

Requisitions and Payment – All requisitions for payment shall be on a form approved in advance by the town of Scituate, and must be approved by OPM prior to presentation to the Town of Scituate.

Job Closeout and Punchlist – All vestiges of construction activity shall be completely removed from the site. The area around the addition and existing building shall be returned to antebellum condition, compacted where necessary and raked clean. All construction supplies shall be indicated as attic stock, if approved by the Town of Scituate, and stored securely at a location approved by Owner. All punchlist items must be completed promptly. Demobilization must be complete prior to presentation of final requisition.

Retainage – Retainage not to exceed 10% shall be withheld from each payment to insure job completion. Upon final signoff and approval by ACOs, OPM and the Town of Scituate, retainage shall be reduced to 5%. Retainage shall be paid in full net 45/ closeout approval.

General Information – In all cases, the terms “Owner,” “Town,” “OPM,” “Committee” or “Town of Scituate” shall refer to person or persons acting with full consent of the Town of Scituate, RI, and solely in the Town’s interest.

- **New/Existing Work Protection** – Contractor is responsible for all new work protection. Subcontractors must be made aware that, when working on or near finished work of others, that product must be properly protected from damage. The protection and maintenance of both new and existing conditions is the responsibility of the Contractor.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,00.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000.00
							PERSONAL & ADV INJURY \$ 1,000,000.00
							GENERAL AGGREGATE \$ 1,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000.00
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000.00
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000.00
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000.00
							E.L. DISEASE - POLICY LIMIT \$ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Add Project Name and Location

Additional Insured on GL (CG2037 10/01 and CG2010 11/85 or eq) Auto and Umb/Excess policies and on a primary and noncontributory basis- Town of Scituate, RI

Waiver of Subrogation included on all policies as required

CERTIFICATE HOLDER**CANCELLATION**

Town of Scituate, RI
195 Danielson Pike
Scituate, RI 02857

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BIDDER'S CERTIFICATE OF NON-COLLUSION

For proposals submitted to the Town of Scituate, RI

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

DATED:

NAME OF BIDDER:

(COMPANY NAME)

BY:

(OFFICER'S NAME & TITLE)

SIGNATURE:

CERTIFICATE OF AUTHORITY

(NOT REQUIRED IF SIGNER IS PRESIDENT OF THE COMPANY)

THIS FORM MUST BE SUBMITTED WITH YOUR BID

BIDDER'S CERTIFICATE OF PAYMENT OF PREVAILING WAGES

For proposals submitted to the Town of Scituate, RI

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Rhode Island Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the Awarding Authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

DATED:

NAME OF BIDDER:

BY:

(NAME)