



INCORPORATED 1674

Town of North Kingstown
Public Works Department
FREE LIBRARY
CLERESTORY WINDOWS
GLAZING REPLACEMENT

100 Boone Street,
North Kingstown, RI.

Sealed proposals for the above will be accepted at the North Kingstown Public Works Facility 2050 Davisville Road North Kingstown, RI 02852 due no later than June 24, 2015 @ 10:00 AM and will then be publicly opened and read aloud.

A pre-bid will be held at the Library, 100 Boone Street, North Kingstown, RI on June 17, 2015 at 10 AM

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

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A. BACKGROUND AND PURPOSE

The Public Works Department of the Town of North Kingstown is requesting bids for the replacement of the glazing of the clerestory windows.
Completion of work by October 31, 2015.

B. SCOPE OF WORK

The contractor shall;

1. Remove existing blinds from the clerestory windows and reinstall.
2. Remove and dispose existing glazing system.
3. Field verify glazing thickness
4. Furnish and install new glazing system.

C. EXECUTION

1. The contract shall include all supervision, labor, materials, equipment and other such necessary items to provide complete glazing replacement of the clerestory windows and replacement of sealants around perimeter of the window frames.
2. The contractor shall protect all existing and adjacent flooring, finishes and equipment, repair any damage caused by the project work.
3. Library hours M-Th 9:00 AM-8:30 PM, F-Sat 9:00 AM-5:00 PM . Preference given to work performed during off hours.
4. The timetable for project completion will be stated as the number of calendar days following receipt of the Notice to Proceed to completion of the project. Project to be substantively complete within 90 calendar days from Notice to Proceed
5. Quality Standards: The minimum standards that must be met by the Contractor shall include, but not necessarily be limited, to the following:
 - a. All work shall comply with all federal, state and local codes and regulations including the Glass Association of America Standards (GANA).

- b. All work shall comply with the requirements of the manufacturer.
- c. Reference to the codes and standards listed herein shall constitute the minimum acceptable requirements.

D. DELIVERY AND STORAGE

- 1. Materials shall be stored in undamaged condition as packaged by the manufacturer and in accordance with the manufacturer's instructions, with manufacturer's seals and label intact.
- 2. Care shall be taken to prevent damage during delivery, handling and storage. Damaged materials will not be used in the project.
- 3. The Contractor will make arrangements for and accept all deliveries to the project site. The Town will not accept deliveries for the contractor.

E. PROJECT CONDITIONS

The Contractor shall coordinate the work with the Town.

F. REQUIREMENTS FOR PROPOSALS

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

North Kingstown Free Library
100 Boone Street
North Kingstown, RI 02852

Of which is owned and operated by:

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

- 2. Prices

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

G. PROCEDURES FOR SUBMITTING PROPOSALS

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

H. PRECONSTRUCTION MEETING

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

I. SELECTION CRITERIA

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

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

1. Competence to perform the work as reflected by technical training and education; general experience in providing the required services; and the qualifications and competence of persons who would be assigned to perform the work.
2. Ability to perform the work as reflected by workload and the availability of adequate personnel, equipment, and facilities to perform the work expeditiously; and
3. Ability to perform the work during off hours;
4. Past performance as reflected by the evaluation of private persons and officials of other governmental entities that have retained the services of the Bidder with respect to such factors as control of costs, quality of work, and an ability to meet deadlines;
5. Demonstrated experience in the type of work required;
6. Record of the Bidder in accomplishing work on similar projects in the required time: (List references and listing of like projects completed or currently in progress on Experience Sheet.) Completion of Experience Sheet is required for bid consideration;
7. Quality of work previously performed by the Bidder for the Town of North Kingstown, if any;
8. Bid Price;
9. Meets or exceeds Insurance Requirements;
10. Review of Bidder's Qualification Statement;
11. Review of Subcontractors;

Attachment 1

TOWN OF NORTH KINGSTOWN, RHODE ISLAND INFORMATION FOR BIDDERS

ARTICLE 1. RECEIPT AND OPENING OF BIDS

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

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

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

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

ARTICLE 2. PREPARATION OF BID

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

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

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

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

ARTICLE 3. TELEGRAPHIC MODIFICATION

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

ARTICLE 4. WITHDRAWAL OF BIDS

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

ARTICLE 5. QUALIFICATIONS OF THE BIDDER

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

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

ARTICLE 6. OBLIGATIONS OF THE BIDDER

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

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

ARTICLE 7. BID SECURITY

Each proposal must be accompanied by bid security in the form of a Certified Check or Bid Bond payable to the Town of North Kingstown, in the amount of **FIVE PERCENT (5%)** of the total amount bid. Bid security of unsuccessful bidders will be returned following award of bid and/or execution of a contract. Bid security of the successful bidder will be retained by the Town until bid requirements are met or forfeited to the Town upon bidder's failure to perform contract obligations.

Any successful bidder withdrawing his bid subsequent to bid opening shall forfeit his bid deposit.

ARTICLE 8. "OR EQUAL" BIDDING

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

ARTICLE 9. PRICES

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

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

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

ARTICLE 10. TAX EXEMPTIONS

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

ARTICLE 11. DELIVERY

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

ARTICLE 12. CONTRACT PERIOD AND TERM OF AGREEMENT

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

ARTICLE 13. LABOR REGULATIONS

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

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

ARTICLE 14. INSURANCE

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

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

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

The limits of the insurance must be at least in the amounts specified below;*
(R) 1. Commercial General Liability-Occurrence Form \$1,000,000/\$1,000,000.
(R) 2. Automobile Liability - \$1,000,000.
With both of the above naming the Town as additional insured.

3. Worker's Compensation

Waiver of subrogation applies to Worker's Compensation

*Sample Certificate of Insurance Attachment 8

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

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

ARTICLE 15. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

*See attached samples to be used.

ARTICLE 16. LAWS, ORDINANCES AND CODES

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

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

ARTICLE 17. LIQUIDATED DAMAGES

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

Attachment 2

LAWS PERTAINING TO PUBLIC WORKS PROJECTS (General Laws of Rhode Island) Chapter 37-12 and 37-13, as amended

37-13-1 TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-1

§ 37-13-1 "Public works" defined. – "Public works" as used in this chapter shall mean any public work consisting of grading, clearing, demolition, improvement, completion, repair, alteration, or construction of any public road or any bridge, or portion thereof, or any public building, or portion thereof, or any heavy construction, or any public works projects of any nature or kind whatsoever.

37-13-4 TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-4

§ 37-13-4 Provisions applicable to public works contracts – Lists of subcontractors. – All public works shall be done by contract, subject to the same provisions of law relating thereto and to the letting thereof, which are applicable to similar contracts of the awarding authority or authorized agency, hereinafter called the "proper authority", in the general location where the work is to be performed and which are not contrary to the provisions of §§ 37-13-1 – 37-13-14 and § 37-13-16. Each contractor after the award of a contract for public works shall submit to the proper authority a list of his or her subcontractors of any part or all of the work. The list shall be submitted in such manner or form as the proper authority shall uniformly require from contractors in all public works.

37-13-6 TITLE 37
Public Property and Works
CHAPTER 37-13

Labor and Payment of Debts by Contractors
SECTION 37-13-6

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

37-13-7 TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages. – (a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full

amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

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

(1) The basic hourly rate of pay; and

(2) The amount of:

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

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

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

subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

37-13-8 TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-8

§ 37-13-8 Investigation and determination of prevailing wages – Filing of schedule. – The director of labor and training shall investigate and determine the prevailing wages and payments made to or on behalf of employees, as set forth in § 37-13-7, paid in the trade or occupation in the city, town, village, or other appropriate political subdivision of the state and keep a schedule on file in his or her office of the customary prevailing rate of wages and payments made to or on behalf of the employees which shall be open to public inspection. In making a determination, the director of labor may adopt and use such appropriate and applicable prevailing wage rate determinations as have been made by the secretary of labor of the United States of America in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. § 276a; provided, however, that each contractor awarded a public works contract after July 1, 2007 shall contact the department of labor and training on or before July first of each year, for the duration of such contract to ascertain the prevailing wage rate of wages on a hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done each year and shall make any necessary adjustments to such prevailing

rate of wages and such payment or contributions paid or payable on behalf of each such employee every July first.

37-13-9 TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-9

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

§ 37-13-11 Posting of prevailing wage rates. – Each contractor awarded a contract for public works with a contract price in excess of one thousand dollars (\$1,000), and each subcontractor who performs work on those public works, shall post in conspicuous places on the project, where covered workers are employed, posters which contain the current, prevailing rate of wages and the current, prevailing rate of payments to the funds required to be paid for each craft or type of worker employed to execute the contract as set forth in §§ 37-13-6 and 37-13-7, and the rights and remedies of any employee described in § 37-13-17 for nonpayment of any wages earned pursuant to this chapter. Posters shall be furnished to contractors and subcontractors by the director of labor and training, who shall determine the size and context thereof from time to time, at the time a contract is awarded. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the director of labor and training one hundred dollars (\$100) for each calendar day of noncompliance as determined by him or her. Contracts set forth in this section shall not be awarded by the state, any city, town, or any agency thereof until the director of labor and training has prepared and delivered the posters to the division of purchases, if the state or any agency thereof is the proper authority, or to the city, town, or an agency thereof, if it is the proper authority, and the contractor to whom the contract is to be awarded.

§ 37-13-12 Wage records of contractors. – Each contractor awarded a contract with a contract price in excess of one thousand dollars (\$1,000) for public works, and each subcontractor who performs work on those public works, shall keep an accurate record showing the name, occupation, and actual wages paid to

each worker employed by him or her and the payments to all the employee funds specified in §§ 37-13-6 and 37-13-7 by him or her in connection with the contract or work. The director and his or her authorized representatives shall have the right to enter any place of employment at all reasonable hours for the purpose of inspecting the wage records and seeing that all provisions of this chapter are complied with.

§ 37-13-12.1 Obstruction of enforcement. – Any effort of any employer to obstruct the director and his or her authorized representatives in the performance of their duties shall be deemed a violation of this chapter and punishable as such.

37-13-13 TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-13

§ 37-13-13 Furnishing payroll record to the awarding authority. – (a) Every contractor and subcontractor awarded a contract for public works as defined by this chapter shall furnish a certified copy of his or her payroll records of his or her employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month on a uniform form prescribed by the director of labor and training. Notwithstanding the foregoing, certified payrolls for department of transportation public works may be submitted on the federal payroll form, provided that, when a complaint is being investigated, the director or his or her designee may require that a contractor resubmit the certified payroll on the uniform department form.

(b) Awarding authorities, contractors and subcontractors shall provide any and all payroll records to the director of labor and training within ten (10) days of their request by the director or his or her designee.

(c) In addition, every contractor and subcontractor shall maintain on the site where public works are being constructed and the general or primary contract is one million dollars (\$1,000,000) or more, a daily log of employees employed each day on the public works project. The log shall include, at a minimum, for each employee his or her name, primary job title, and employer and shall be kept on a uniform form prescribed by the director of labor and training. Such log shall be available for inspection on the site at all times by the awarding authority and/or the director of the department of labor and training and his or her designee. This subsection shall not apply to road, highway, or bridge public works projects.

(d) The director of labor and training may promulgate reasonable rules and regulations to enforce the provisions of this section.

(e) The awarding authority of any public works project shall withhold the next scheduled payment to any contractor or subcontractor who fails to comply

with the provisions of subsections (a) or (b) above and shall also notify the director of labor and training. The awarding authority shall withhold any further payments until such time as the contractor or subcontractor has fully complied. If it is a subcontractor who has failed to comply, the amount withheld shall be proportionate to the amount attributed or due to the offending subcontractor as determined by the awarding authority. The department may also impose a penalty of up to five hundred dollars (\$500) for each calendar day of noncompliance with this section, as determined by the director of labor and training. Mere errors and/or omissions in the daily logs maintained under subsection (c) shall not be grounds for imposing a penalty under this subsection.

37-13-15 TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-15

§ 37-13-15 Review. – (a) There is hereby created an appeals board which shall be comprised of three (3) members who shall be appointed by the governor; provided, however, that each member of the appeals board shall have at least five (5) years experience with prevailing wage rates as they apply to the construction industry. The members of the appeals board shall serve without compensation. The members of the appeals board shall be appointed for terms of three (3) years except that of the three (3) members originally appointed by each of the appointing authorities: one shall be appointed for a term of one year, one shall be appointed for a term of two (2) years, and one for a term of three (3) years.

(b) Any person aggrieved by any action taken by the director of labor and training or his or her designated hearing officer under the authority of this chapter, or by the failure or refusal of the director of labor and training to take any action authorized by this chapter, may obtain a review thereof for the purpose of obtaining relief from the action or lack of action by filing a petition for administrative review and relief, to the appeals board as provided herein. The petition for administrative review shall be filed within twenty (20) days of the action taken by the director of labor and training or designated hearing officer. The petition for administrative review shall be heard within ten (10) days of the date of filing. An aggrieved person under this section shall include:

(1) Any person who is required to pay wages to his or her employees or make payments to a fund on behalf of his or her employees, as provided in this chapter;

(2) Any person who is required to be paid wages for his or her labor or on whose behalf payments are required to be paid to funds, as provided by this chapter;

(3) The lawful collective bargaining representative of a person defined in subdivision (2) above;

(4) A trade association of which a person defined in subdivision (1) above is a member;

(5) A proper authority as defined in this chapter;

(6) A contractor who submitted a bid for work to be or which has been awarded under the provisions of this chapter or a trade association of which he or she is a member; and

(7) A labor organization which has one or more written collective bargaining agreements with one or more employers or a trade association which sets forth the hours, wages, and working conditions of a craft, mechanic, teamster, or type of worker needed to execute the work, as provided in this chapter to the extent that it would be affected by the action or the failure to act of the director of labor and training or the hearing officer.

(c) Any aggrieved person as defined herein may obtain a review of a decision of the appeals board by filing a petition in the superior court in Providence county pursuant to the provisions of the administrative procedures act, praying for review and relief. The petition shall follow the course of and be subject to the procedures for causes filed in the court.

(d) The director is hereby empowered to enforce his or her decision and/or the decision of the appeals board in the superior court for the county of Providence.

37-13-16 TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-16

§ 37-13-16 Termination of work on failure to pay agreed wages – Completion of work. – Every contract within the scope of this chapter shall contain the further provision that in the event it is found by the director of labor and training that any employee employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the awarding party may, by written notice to the contractor or subcontractor, terminate his or her right as the case may be, to proceed with the work, or the part of the work as to which there has been a failure to pay the required wages, and shall prosecute the work to completion by contract or otherwise, and the contractor and his or her sureties shall be liable to the awarding party for any excess costs occasioned the awarding authority thereby.

ATTACHMENT 3

GENERAL CONDITIONS

Attachment 4

BID FORM

LUMP SUM BID

Furnish and install glazing for the clerestory windows located towards the front of the Library (The western side). The bid will be as shown and described in the drawing, specifications and bid documents.

Lump Sum Price of:

_____ \$ _____
(Written) (Figures)

Unit Prices: Furnish and install the glazing of the clerestory windows located towards the back of the Library (The eastern side). Per square foot.

_____ \$ _____
(Written) (Figures)

Proposed working hours: _____

- A. The above unit prices shall include all labor, materials, debris and trash removal, overhead, profit, insurance, bonds, permit fees if required, etc., to cover the finished work called for.
- B. The OWNER requires that the CONTRACTOR provide a Performance Bond and Materials and Payment Bond of a surety company qualified to do business under the General Laws of the State of Rhode Island and satisfactory to the OWNER, and in the amount of 100 percent of the Bid Amount.
- C. The undersigned agrees that, if he is selected as CONTRACTOR, he will within ten days, Saturdays, Sundays, and legal holidays excluded, after Notice of Award thereof by the OWNER, execute the agreement document, Contract for Construction between OWNER and CONTRACTOR, in accordance with the terms of the Bid.
- D. If awarded the Contract, the undersigned hereby certifies to expedite completion of all Work in conjunction with plans presented by the OWNER as herein further described, and further certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed on the Work.

- E. The undersigned Bidder further declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; and has examined the Bid Drawings and Technical Specifications for the work and the Bid Documents relative thereto; and has read and become familiar with the Bid Documents furnished prior to opening of bids, that he has satisfied himself relative to the work to be performed.
- F. This Bid includes Addenda listed below and they are hereby acknowledged:
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- Addendum No. _____ Dated _____
- G. Commencement and Completion of Work:
- a. The undersigned agrees to commence work on the Contract within ten (10) calendar days from the date established in the Notice to Proceed issued by the OWNER, and to thereafter diligently and continuously carry on the work.
- H. Liquidated Damages – \$100/ day.
- I. Bidder understands that the OWNER reserves the right to reject any and all bids, and to waive any irregularities in the bidding and accept the bid, with or without alternates, as deemed to be in the best interest of the OWNER.
- J. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

BID FORM NOTES:

1. Bidder shall submit a detailed Work Plan and schedule with the Bid. The Work Plan must include all anticipated project milestones, including (at a minimum) dates of commencement, Substantial Completion, and Final Completion.
2. All supporting documentation and drawings shall be included as attachments to the Bid Forms, including:
 - Qualifications and experience documentation which shall include:
 - Experience List
 - Reference List
 - Subcontractor List
 - Business License
 - Contractor's License
 - Manufacturer's warranty on insulated glass (not less than 10 years).

- Bid Security; 5% of Total Bid

Bidder's license number for work in Rhode Island _____

Corporation is registered in _____

(Seal)

By: _____

(Title)

(Address)

END OF BID FORM

ATTACHMENT 6

EXPERIENCE SHEET

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

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

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

(Separate sheets may be submitted for this information)

Class of Work	Contract Amount	When Completed	Name, address and telephone number of Contact person
---------------	--------------------	-------------------	---

ATTACHMENT 7

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that
of

as Principal, hereinafter call Contractor, and,
as Surety, hereinafter called Surety, are held firmly bound unto

TOWN OF NORTH KINGSTOWN, RHODE ISLAND

as obligee, hereinafter called Owner, in the amount of

in lawful money of the United States
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor
entered into a certain contract with the Owner, dated the *day of*
a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
Contractor shall promptly and faithfully perform said Contract, and shall promptly make
payment to all claimants as hereinafter defined, for all labor and material used or
reasonably required for use in the performance of the Contract, then this obligation shall
be null and void; otherwise, it shall remain in full force and effect subject, however, to
the following conditions:

1. The Surety, for valued received, hereby stipulates and agrees that no change,
extension of time, alteration, or condition to the terms of the contract or to WORK
to be performed thereunder or the SPECIFICATIONS accompanying the same
shall in any way affect its obligation on this BOND, and it does hereby waive
notice of any such change, extension of time, alteration or addition to the terms of
the contract or to the WORK or to the SPECIFICATIONS.

2. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
3. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
4. No suit or action shall be commenced hereunder by any claimant;
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, or one (1) year from the date on which final payment under the contract falls due, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

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

Signed and sealed this day of

(Witness)

(Principal) (Seal)

By: _____
(Title)

(Witness)

(Surety) (Seal)

By: _____

ATTACHMENT 7

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter call Contractor and,

as Surety, hereinafter called Surety, are held firmly bound unto
TOWN OF NORTH KINGSTOWN, RHODE ISLAND

as obligee, hereinafter called Owner, in the amount of
in lawful money of the United States

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Contractor entered into a certain contract with the Owner, dated the *day of*, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or condition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change,

extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

WHENEVER Contractor shall be and declared by Owner to be in default under the Contract, the Owner having performed Owner's Obligations

thereunder, the Surety shall promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids from qualified contractors acceptable to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety shall arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for

which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this day of

WITNESS

BY: _____

WITNESS

BY: _____

IMPORTANT: Surety Companies executing BONDS Must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

ATTACHMENT 8

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER X	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED X	INSURERS AFFORDING COVERAGE INSURER A: X INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR #/CLASS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	X	X	X	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPROP AGG \$1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	X	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	X	X	X	W/C STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$100,000 EL DISEASE - EA EMPLOYEE \$100,000 EL DISEASE - POLICY LIMIT \$500,000
	OTHER				

SAMPLE ONLY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Town of North Kingstown is an Additional Named Insured
 Waiver of Subrogation applies to Worker's Compensation

CERTIFICATE HOLDER Town of North Kingstown 80 Boston Neck Road North Kingstown RI 02852-5762	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

ATTACHMENT 9

SPECIFICATIONS

Basis of Design- Old Castle

Asbestos and Lead Sampling Results

BASIS OF DESIGN

Customer: N Kingstown
Project: Library

ARCHITECTURAL GUIDE SPECIFICATION
SECTION 08 81 00 GLASS GLAZING

Note to Specifiers:

The specifications below are suggested as desirable inclusions in glass and glazing specifications (section 08 81 00), but are not intended to be complete. An appropriate and qualified Architect or Engineer must verify suitability of a particular product for use in a particular application as well as review final specifications. Oldcastle BuildingEnvelope® assumes no responsibility or liability for the information included or not included in these specifications.

PRODUCTS

Approved Glass Fabricator Oldcastle BuildingEnvelope®
Glass Description FLOAT GLASS

1. USA - Annealed float glass shall comply with ASTM C1036, Type I, Class 1 (clear), Class 2 (tinted), Quality-Q3. Canada - Annealed float glass shall comply with CAN/CGSB-12.3-M, Quality-Glazing.
2. USA - Heat-strengthened float glass shall comply with ASTM C1048, Type I, Class 1 (clear), Class 2 (tinted), Quality Q3, Kind HS. Canada - Heat-strengthened float glass shall comply with CAN/CGSB-12.1-M, Type 2-Heat-Strengthened Glass, Class A-Float Glass.
3. USA - Tempered float glass shall comply with ASTM C1048, Type I, Class 1 (clear), Class 2 (tinted), Quality Q3, Kind FT. Canada - Tempered float glass shall comply with CAN/CGSB-12.1-M, Type 2-Tempered Glass, Class B-Float Glass.
4. USA - Laminated glass to comply with ASTM C1172. Canada - Laminated glass to comply with CAN/CGSB-12.1-M, Type 1-Laminated Glass, Class B-Float Glass.
5. Glass shall be annealed, heat-strengthened or tempered as required by codes, or as required to meet thermal stress and wind loads.

Sealed Insulating Glass (IG) GENERAL
Vision Glass (Vertical)

1. IG units consist of glass lites separated by a dehydrated airspace that is hermetically dual sealed with a primary seal of polyisobutylene (PIB) and a secondary seal of silicone or an organic sealant depending on the application.
2. USA - Insulating glass units are certified through the Insulating Glass Certification Council (IGCC) to ASTM E2190. Canada - Insulating Glass units are certified through the Insulating Glass Manufacturers Alliance (IGMA) to either the IGMA certification program to CAN/CGSB-12.8, or through the IGMA program to ASTM E2190.

IG VISION UNIT PERFORMANCE CHARACTERISTICS

1. Exterior Lite
1/4" PPG Solarcool® Bronze Reflective #2
2. Interior Lite
1/4" PPG Solarban® 60 on Clear Low-E #3
3. 1/2" Cavity
1/2 inch (90% Argon Fill)

4. Performance Characteristics

Thermal		Optical	
Winter U-factor/U-value:	0.24	Visible Light Transmittance:	17%
Summer U-factor/U-value:	0.22	Visible Light Reflectance (outside):	14%
Solar Heat Gain Coefficient:	0.17	Visible Light Reflectance (inside):	29%
Shading Coefficient:	0.20	Total Solar Transmittance:	9%
Relative Heat Gain (Btu/hr-ft²):	43	Total Solar Reflectance (outside):	17%
Light to Solar Gain:	1.00	Ultraviolet Transmittance:	3%

Contact Oldcastle BuildingEnvelope® at 866-Oldcastle (653-2278) for samples or additional information concerning performance, strength, deflection, thermal stress or application guidelines. Glass/Electrolite calculates center of glaze performance data using the Lawrence Berkeley National Laboratory (LBNL) Window 6.3 program (version 6.3.74.D) with Environmental Conditions set at NFRC 100-2001. Gas Library ID#1 (Air) is used for insulating Glass units with air. Gas Library ID#9 (10% Ar-90% Argon) is used for Insulating Glass units with argon. Miscellaneous glass data is from the following sources: 1. LBNL International Glazing Database (IGDB) version 38.0; 2. Vendor supplied spectral data. Laminated glass data is from the following sources: 1. LBNL International Glazing Database (IGDB) version 38.0; 2. LBNL Opaca 6 version 6.0 Maintenance Park 1; 3. Vendor supplied spectral data files; 4. Vendor supplied data. 5. Based on vendor testing, clear acid-etched glass performance data is estimated using regular clear glass of equivalent thickness. Thermal values are in brackets only.

Environmental
Consulting &
Management, Inc.

181 Amara Street
Riverside, RI 02915
www.ecmri.com

April 7, 2015

Town of North Kingstown DPW
Attn: Mr. John Nelson
2050 Davisville Road
North Kingstown, RI 02852

Re: Asbestos and Lead Inspection for Window Replacement at North Kingstown Library.

Dear Mr. Nelson;

Environmental Consulting and Management Inc. (ECM) personnel conducted asbestos and lead samples from the windows due for replacement at the town library located at 100 Boone Street.

Asbestos samples were collected by RI Licensed Asbestos Inspector Joseph M. Lepore (06611S) in accordance with EPA NESHAPS demolition/ renovation requirements.

Asbestos Results:

The information within this report describes general information regarding the location, type of material, approximate quantities and physical condition of the asbestos-containing building materials.

All building material associated with the windows are negative for asbestos content by Polarized Light Microscopy (PLM). Please see attached results for all materials tested.

Lead Results:

One sample was collected from the brown paint on the frames of the windows due to be replaced. This sample was submitted to San Air laboratories and analyzed utilizing EPA approved methodology SW84/3050B/6010C. **The sample reported below the detection limit of 11ppm (0.0011%lead).**

ATTACHMENT 10

PHOTOS



North Kingstown Library

100 Boone Street





TYPICAL CLERESTORY WINDOW

Attachment 11
Owner and Contractor
where the basis of payment is a
STIPULATED SUM

AGREEMENT

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

BETWEEN the Owner: Town of North Kingstown
(Name and address) 80 Boston Neck Road
 North Kingstown RI 02852-5762

and the Contractor:
(Name and address)

The Project is: North Kingstown Free Library
 Clerestory Window Glazing
 System Replacement

The Owner and Contractor agree as set forth below:

ARTICLE 1
THE CONTRACT DOCUMENTS

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

ARTICLE 2
THE WORK OF THIS CONTRACT

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

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

DATE SHALL BE SET IN THE NOTICE TO PROCEED.

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

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

)

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

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of
Dollars
(\$ _____), subject to additions and deductions as provided in the Contract Documents.

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

4.3 Unit prices, if any, are as follows:

ARTICLE 5
PROGRESS PAYMENTS

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

ARTICLE 6
FINAL PAYMENT

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

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

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

6.2 Such final payment shall be made by the Owner not more than 45 days after the issuance of the Final Application for

Payment, or as follows:

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

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Other provisions:

All payment applications must include certified payrolls for the time period being billed.

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

7.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

ARTICLE 8
TERMINATION OR SUSPENSION

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

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

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

OWNER

CONTRACTOR

(Signature)

(Signature)

Michael Embury, Town Manager
(Printed name and title)

(Printed name and title)

General Terms

RELEASE OF LIENS

Whereas, the undersigned, have furnished labor or materials or both for the execution of work described in a contract named: "
, dated _____, owned by the Town of North Kingstown, hereinafter called "Owner." Now, therefore, the undersigned, for and in consideration of the property and of other valuable consideration to each of them paid, the receipt whereof is hereby acknowledged, do hereby release and discharge any and all manner of liens, claims and demands whatsoever which the undersigned on any of them now have or might or could have on or against said property of the Owner thereof for work done or materials furnished as aforesaid, or in any other manner, from the commencement of work on said property to the date hereof.

The Contractor also certifies that all of his sub-Contractors and suppliers which have furnished any labor or materials for an amount of \$500.00 or more, for said job, have signed this Release of Liens.

The Contractor assumes full responsibility to hold the Town of North Kingstown safe and harmless from any lien for materials and/or labor which might occur from aforesaid work.

IN WITNESS WHEREOF, the undersigned have caused this Release of Liens to be duly executed on the respective dates indicated.

_____ by _____ Date _____
Contractor Authorized Signature

Trade (Supplier) / Company Name / Authorized Signature / Date

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

R. I. G. L. 44-1-6 ADDITIONAL COLLECTION POWERS- Nonresident Contractors. – (a) Any person doing business with a nonresident Contractor shall withhold payment of an amount of three percent (3%) of the contract price until thirty (30) days after the Contractor has completed the contract and has requested the tax administrator, in writing, to audit the records for the particular project, a receipted copy of the request to be furnished to the person holding the funds. The tax administrator shall, within thirty (30) days after receipt of the request, furnish to the nonresident Contractor and to the person holding the funds either a certificate of no tax due or a certificate of sales and use tax or income tax withheld, or both, due from the nonresident Contractor.

(b) Upon receipt of a certificate of no tax due, the person holding the payment may pay the nonresident Contractor. Upon receipt of a certificate of taxes due, the person may pay to the Contractor out of the amount withheld the excess over the amount of taxes set forth in the certificate together with the interest and penalties then assessed. If the tax administrator furnished neither certificate to both parties within thirty (30) days after receipt of a written request for the making of the audit, the person holding the payment may forthwith pay the payment withheld to the nonresident Contractor under the terms of the contract free from any claims of the tax administrator against either the person holding the payment or the nonresident Contractor for payment of sales or use taxes or income taxes withheld, or both.

(c) In the event the tax administrator shall serve upon the Contractor and the person holding the payment a certificate showing the taxes due within a thirty (30) day period, the person holding the payment shall deposit with the tax administrator the amount set forth in the certificate which is not in excess of three percent (3%) of the contract price, taking a receipt for the amount, and shall thereupon be free from any claim of the nonresident Contractor for that amount or of the tax administrator for sales and use taxes or income taxes withheld, or both, arising out of the materials, equipment, and services used in performance of the contract of the nonresident Contractor on that project.

(d) As used in this section, a nonresident Contractor is one who does not maintain a regular place of business in this state. "A regular place of business" means and includes any bona fide office (other than a statutory office), factory, warehouse, or other space in this state at which the taxpayer is doing business in its own name in a regular and systematic manner, and which is continuously maintained, occupied, and used by the taxpayer in carrying on its business through its regular employees regularly in attendance. A temporary office at the site of construction shall not constitute a regular place of business.

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