

REQUEST FOR PROPOSAL
RFP 23-18

On-Call Engineering Consultant Services

January 17, 2023

The Town of Westerly/Westerly Schools (Town), Westerly, RI, acting through its Purchasing Agent, is hereby soliciting sealed proposals for the above referenced RFP and you are hereby invited to submit a Proposal for the Scope of Work described in this Request for Proposal, in strict accordance with the Bid Documents.

TERMS AND CONDITIONS

Bids shall be based on the Terms and Conditions as referenced in this Request for Quotation.

BID DUE DATE/SUBMITTING INSTRUCTIONS

BIDS ARE DUE and **MUST BE SUBMITTED** on the attached **BID FORM, Attachments B, NO LATER THAN 11:00 a.m., EST, February 7, 2023**. A Bid submitted on other than the attached BID BREAKDOWN FORM may be rejected. Envelopes containing bids **must be** sealed and addressed to the undersigned, at the Purchasing Department, 2nd Floor office, Westerly Town Hall, 45 Broad St., Westerly, RI 02891 and must be clearly marked with the Name and Address of Bidder, Bid Due Date and Time, and RFQ Number and Title. Bidders must include **one original, one copy and a Digital (soft) copy on CD or flash/zip drive** of the Bid as defined in the Instruction to Bidders.

BIDDER'S QUESTIONS

Questions regarding this solicitation must be emailed and received by the Purchasing Agent at ecardillo@westerlyri.gov no later than 12:00 PM on January 30, 2023 in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Town of Westerly website at www.westerlyri.gov as an addendum to this solicitation. Bidders are responsible for checking the Town's website for all addenda distributed in response to questions and requests for additional information.

SPECIAL INSTRUCTIONS TO BIDDERS

1. Bidder shall base the Proposal on providing all materials and equipment, FOB jobsite.
2. Bidder's prices shall include all **Fees**.
3. Quotes must be firm for a minimum of 120 days from date of submission.
4. Bid Completeness - Pricing submitted on this project must be an all-inclusive price. The intent of an all-inclusive Price is such that no Adds or Change Orders will be necessary.
5. If the Bidder submits a supporting/additional document with their bid, that document must include page numbers.
6. This project is Tax exempt for Rhode Island Sales Tax and Federal Excise Taxes.
7. **SELECTION CRITERIA** - The evaluation will be completed by the Selection Team. The members of the Team will, individually and collectively, evaluate each properly submitted proposal, and shall, select a group of finalists. While the fee schedules will

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be a major factor during these evaluations, fees alone will not drive the committee's decision.

RFP BID DOCUMENTS

Attachment A – Scope of Work/ Project Schedule, Pages 3 through 8

Attachment B – Bid Form Pages 9 through 10 (**Submit in a separate sealed envelope**)

APPENDIX A - Bidder Certification Pages 11 through 15

Westerly Standard Form of Agreement – Pages 16 through 23

BIDDER CERTIFICATION and DISCLOSURE FORM: Bidders must include, complete, sign and submit a Bidder Certification Form with each bid proposal. See APPENDIX A.

This solicitation is available at www.westerlyri.gov.

The Town of Westerly/Westerly Schools reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Town/School.

The Town/School does not discriminate based on age, color, gender, national origin, race, religion, sexual orientation, or disability in accordance with applicable laws and regulations

Regards,

Eileen Cardillo

Purchasing/Risk Manager

Town of Westerly/ Westerly Public Schools

45 Broad Street

Westerly, RI 02891

Tel: (401) 348-2599

Email: ecardillo@westerlyri.gov

www.WesterlyRI.gov



ATTACHMENT "A"

SCOPE OF WORK

On-Call Engineering Consultant Services

RFP 23-18

SCOPE OF WORK

THE TOWN OF WESTERLY, a municipal corporation having its territorial limits within the County of Washington and State of Rhode Island (herein after referred as the "Town"), is requesting responses from qualified firms (including individuals) interested in providing certain professional consulting and engineering services (hereinafter "Consultant") for THE TOWN OF WESTERLY for the following categories of consulting and engineering services:

- General Engineering Including Mechanical, Electrical, Plumbing, and Structural
- Solid Waste and Recycling Consulting and Engineering
- Planning, Environmental Consulting and Engineering
- Highway, Roads and Transportation Consulting and Engineering
- Wetlands Evaluation, Flagging and Delineation
- Regulatory Coordination and Permitting Assistance
- Preparation and Review of Design Plans and Specifications
- Preparation and Review of Bid Documents
- Bid Support, Evaluations and Award Recommendations
- Construction Administration and Inspection Services
- Review of Planning and/or Zoning Design Submission Submitted by Others

The Town reserves the right to refuse to accept the services of any individual staff member from the successful bidder. In addition, the Town reserves the right to request the services of any individual staff member as deemed appropriate. Be advised that placement on the approved list is no guarantee of annual income under this project.

Any Bidder who does NOT have a current Rhode Island registration and Certificate of Authorization must acknowledge non-compliance with this requirement and confirm *in writing* that, if selected he/she will expedite acquisition of a Rhode Island registration and Certificate of Authorization **prior to award**. The letter of acknowledgement MUST BE INCLUDED BEHIND THE FRONT PAGE OF THE PROPOSAL.

FIXED RATES

The Town wants to establish fixed billing rates for specified **HOURLY RATES** for productive days/hours for the services to be performed. These **fully-inclusive** fixed rates will form the basis for each individual award issued for the anticipated contract term. Fully inclusive rates will include full compensation for furnishing of all labor, materials, tools, equipment, mileage and incidentals for performance of the services requested. **THERE WILL BE NO OTHER FORM OF COMPENSATION PROVIDED.**

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No commitment to a specific level of spending is made by this request. Services will be authorized using individual requests against the Agreement and will be subject to the Town's Terms and Conditions which is included in this Request for Proposal, and any other specific conditions set forth in the Agreement.

The following are the Categories of Services:

1. General Engineering Services Including Mechanical, Electrical, Plumbing and Structural

The following are examples of the types of work included under the General Engineering Services Category:

- a) Provide professional engineering services, including general civil, structural, geotechnical, mechanical, electrical and plumbing engineering and laboratory materials testing.
- b) Provide construction administration and inspection services, including analyzing construction plans and specifications, reviewing shop drawings, monitoring of ongoing construction activities, certifying completion of construction milestones and reviewing change orders and Contractor's invoices;
- c) Prepare feasibility studies and designs related to building and equipment rehabilitation, modifications and upgrades;
- d) Provide Special Inspection Services in conformance to The Rhode Island Building Code;
- e) Prepare Health and Safety Plans;
- f) Provide expert testimony for litigation matters; and,
- g) Provide public presentations.

2. Solid Waste and Recycling Consulting and Engineering Services

The following are examples of the types of work included under the Solid Waste and Recycling Consulting and Engineering Services Category:

- a) Provide services related to the design, construction, and testing of recycling facilities and miscellaneous municipal solid waste facilities;
- b) Provide design for the construction of various process equipment systems (e.g., ferrous and nonferrous systems);
- c) Analyze marketing strategies for recyclables;
- d) Prepare recycling plans and assist in implementing such plans;
- e) Collection system analyses including routing studies and optimization

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- f) Provide cost estimates, testing and studies of facility ancillary equipment;
- g) Review operation and maintenance plans, provide updates as necessary for compliance with State and Federal agencies;
- h) Provide mechanical and electrical Contractor services pertaining to municipal solid waste and municipal solid waste recycling facilities;
- i) Prepare Health and Safety Plans pertaining to municipal solid waste and recycling facilities;
- j) Conduct facility efficiency studies;
- k) Negotiate technical issues with the vendors;
- l) Provide certifications of compliance with technical specifications and acceptance testing of recycling projects;
- m) Solid waste management plans and feasibility studies;
- n) Strategic planning/future options identification.
- o) Prepare technical reports;
- p) Conduct feasibility studies;
- q) Provide public presentations; and,
- r) Provide expert testimony.

3. Environmental Consulting and Engineering Services

The following are examples of the types of work included under the Environmental Consulting and Engineering Services Category:

- a) Prepare/analyze cost/benefit analyses of air and water pollution control methodologies;
- b) Prepare plans for hazardous material abatement including building demolition ;
- c) Conduct hazardous material surveys and inspections ;
- d) Conduct ambient air, process air emissions, groundwater and surface water modeling, testing and analysis;
- e) Conduct indoor air surveys;
- f) Negotiate with regulatory agencies (federal, state , and local);
- g) Assist in environmental permitting;
- h) Review and analyze regulations;

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- i) Conduct environmental audits;
- j) Conduct environmental site assessments and/or environmental site investigations;
- k) Conduct noise and odor analyses and abatement;
- l) Prepare ecological risk assessments;
- m) Assist in the development of Environmental Management Systems;
- n) Assist in environmental reporting (e.g., air emission statements, Toxics Release Inventory Reports, etc.);
- o) Provide landfill quality control and quality assurance inspection, testing and certification;
- p) Provide public presentations; and
- q) Provide expert testimony.

4. Highway, Roads and Transportation Consulting and Engineering

The following are examples of the types of work included under the Highway, Roads and Transportation Consulting and Engineering Services Category:

- a) Provide services related to the design, cost estimating, permitting and construction administration of roads, bridges, traffic signals and pedestrian and bicycle facilities;
- b) Provide services related to pavement design, asset management, evaluation, preservation, rehabilitation and reconstruction, including recycling of materials and quality assurance;
- c) Provide testing and analysis by an accredited laboratory for hot mix asphalt, liquid asphalt, Portland cement concrete, processed aggregates and soils for compliance with Town of Westerly and RIDOT Material Standards;
- d) Provide hot mix asphalt pavement inspection in accordance with the New England Transportation Certification Program (NETCP) or Rhode Island Department of Transportation (RIDOT) inspection requirements;
- e) Provide surveying services related to the design of transportation facilities;
- f) Provide wetland delineation in accordance with U.S. Army Corps of Engineers and State of Rhode Island requirements;
- g) Conduct traffic studies including data collection and capacity and queuing analysis;
- h) Represent THE TOWN OF WESTERLY before the Rhode Island Department of Transportation (RIDOT), the Rhode Island Department of Environmental

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Management (RIDEM), the Rhode Island Coastal Resources Management Council (CRMC), and the Office of State Traffic Administration;

- i) Provide public presentations; and,
- j) Provide expert testimony

PROPOSAL SUBMISSION REQUIREMENTS:

Submit 3 copies and 1 electronic version (thumb drive or cd)

To be considered responsive at a minimum the following must be provided:

- ***Letter of Transmittal:*** A Letter of Transmittal must accompany each response signed by an owner, officer, or other authorized agent of the firm.
- ***Proof of Professional Registration/Certification:*** Evidence of individual Rhode Island Professional Engineer registration and Certificate of Authorization for your Firm, as well as proper certification for AutoCAD operator to be assigned.
- ***Company Introduction:*** Respondents are also required to include a complete description and other relevant information documenting organizational structure, number of employees and business background and specific office locations.
- ***Relevant Firm Experience:*** Respondents must demonstrate a minimum of FIVE (5) YEARS expertise relative to the services requested and include a listing of the firm's projects similar in concept to the project being proposed.
- ***References:*** Names of Organization, Contact Name, email addresses, and telephone numbers of at least **THREE (3)** previous clients who are familiar with the services provided by your firm must be included. By so listing, specific permission is granted to the Town to contact said individuals to verify the satisfactory performances of services provided. Respondent acknowledges that the Town is granted specific permission to discuss past performance of Bidder and any of its proposed team members on any projects.

EVALUATION AND SELECTION CRITERIA

THE TOWN OF WESTERLY does not require a consultant it selects for a particular Category of Services to have expertise in all of the areas specified in the Scope of Services for that Category of Services. THE TOWN OF WESTERLY may select a consultant pursuant to this RFP based upon its expertise in one of the subcategories of services specified for that Category of Services in the Scope of Services.

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THE TOWN OF WESTERLY will base its evaluation of responses on the following criteria, which are not necessarily in order of importance:

TECHNICAL SECTION

DESCRIPTION	MAXIMUM POINTS
Understanding of work as evidenced by the quality of the response submitted.	10
Background and experience in providing municipal engineering services requested and past successful history of assignments on as as-needed basis.	15
Background, education, qualifications and relevant experience of key personnel including sub-consultants or subcontractors consultant intends to use in performance of this contract.	15
Appropriate licenses held by consultant staff and sub-consultants/subcontractors.	15
References	10
Other factors or criteria that the Town, in its sole discretion deems relevant.	5
TOTAL TECHNICAL (proposal must receive a minimum of 50 points to qualify for cost evaluation)	70
COST SECTION	MAXIMUM POINTS
Low bidder automatically receives 30 points all other bidders are assigned points based on the following formula: $\text{low bid/your bid} * 30$	30

SELECTION PROCEDURES

- (a.) The Town reserves the right to reject any or all responses, to accept any response, to negotiate changes to response terms, and to waive minor inconsistencies with the RFP, if deemed in the best interest of the Town.
- (b.) Responses submitted in response to this RFP will be reviewed against the Selection Criteria listed above.
- (c.) A Selection Committee may assist the Town in choosing a Consultant(s) to provide the requested services for each of the four (4) Engineering and Consultant categories.
- (d.) Consultants submitting the most acceptable, qualified responses may be invited to an interview with a Selection Committee.
- (e.) The Town intends to enter into contracts with the Consultant(s) whose responses are determined to best meet the needs of the Town.

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ATTACHMENT "B"

Bid Form

"THIS FORM MUST BE COMPLETED AND SUBMIT IN A SEPARATE SEALED ENVELOPE"

RFP NUMBER: 23-18

RFP NAME: On-Call Engineering Consultant Services

The Bidder stated below agrees to provide all labor, materials, equipment, supervision and all activities required to provide a complete scope of work as defined in the above referenced Request for Proposal, for the following Unit Rates for a three (3) year term with the option to extend for two (2) twelve (12) month terms at the Town's discretion:

For the Town/Schools to properly evaluate the Proposals, please supply the following information

Include a list of hourly rates of key personnel/project team members.

These Unit Rates include all costs, including but not limited to labor, materials, services, regulatory compliance, insurance, overhead, and profit. If a specific item or task is not noted in the description, the cost of that item must be included in an item listed. Note; some items identified may not be not referenced in this scope but are listed for potential substitutions and/or for potential items to be used within the allowance budget.

Did you completed and submit **Appendix A**: YES _____ NO _____

Start: _____ calendar days after receipt of Award/Notice to Proceed.

The below stated Bidder agrees to provide all labor, materials, equipment, supervision and all activities required to provide a complete scope of work as defined in this Request for Quotation, including, but not limited to, agree to all terms and conditions, all as shown or by reference, unless as excluded below:

EXCLUSIONS:

The above price includes all stipulations and requirements of Addendum No. _____, which have been received and accepted by the undersigned.

What is the **Company's Experience Modification Rating** from your Insurance provider? _____ **EMR**. If over 1.0, please explain why: _____

This Request for Quotation, together with all documents, specifications, drawings and documents/attachments/Addendums, are included and constitute the entire proposal from the bidder. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. The Request for Quotation supersedes all written

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representation, inducements, or understandings of any kind or nature between the parties hereto, relating to the project involved herein. Payment Terms are net 30 days, for this scope of work.

The submitted pricing for this scope of work shall remain firm for 120 days from date of bid submission.

Company Representative

Print Name: _____

Authorized Signature: _____

Telephone e-Mail

Street Address City State Zip

Date: _____

Company Name: _____

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Appendix A Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter a contract with the Town of Westerly/Westerly Schools. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left-hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to the Town of Westerly/Westerly Public Schools Purchasing Agent at the location indicated within the bid by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other Town locations or which are not present in the Town of Westerly/Westerly Public Schools Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission. The Town of Westerly/Westerly Schools reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town/Schools.

SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the Town of Westerly/Westerly Public Schools will cancel the original solicitation and re-solicit the original offer directly from vendors.

PRICING. Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be firm and fixed unless otherwise indicated. (R.I Sales Tax under the 1956 General Laws of the State of RI, 44-18-30 Para1, as amended.) The Town of Westerly/Westerly Public Schools is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense. **PRICES QUOTED ARE FOB DESTINATION.** No additional shipping, handling, or fuel surcharge costs will be honored by the Town/School. Only inside delivery and set-up, where required, will be accepted. **TAILGATE DELIVERIES WILL BE REFUSED.** Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without an authorized Purchase Order issued by the Purchasing Agent.

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PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the Town of Westerly/Schools for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain Information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting www.westerlyri.gov or appearing in person at Westerly Town Hall, Purchasing Office, Mondays through Fridays between 8:30am-3:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the Town's sole option.

BID SURETY. Where bid surety is required, for construction/labor services, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered. Contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the State of Rhode Island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled "Labor and Payment of Debts by Contractors".

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the Town/School) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the Town of Westerly/Westerly Public Schools, no claim for payment for services rendered or goods delivered contrary to or more than the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Town/Schools PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the Town's Purchasing Department, shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are incorporated into all the Town of Westerly/Westerly Public Schools contracts.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. L. No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

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EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the Town of Westerly.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the Town/Town's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the Town of Westerly.

PUBLIC COPY. Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

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ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement and submit with your proposal. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

__ 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

__ 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

__ 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

__ 4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

__ 5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly may be disregarded and shall not be binding on the Town of Westerly.

__ 6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Town of Westerly Purchasing Agent in writing of such circumstance.

__ 7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Town of Westerly Purchasing Agent in writing of such circumstance.

__ 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

__ 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

__ 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly, including the offer contained herein.

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__ 11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws§ 37-2.5-3, as a person or entity engaging in investment activities in Iran described in§ 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

__ 12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: _____

__ 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: _____ Bid Number: _____ Date: _____
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number

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TOWN OF WESTERLY/WESTERLY PUBLIC SCHOOLS PROFESSIONAL SERVICES/CONSULTING AGREEMENT

Contract/PO Number:
Resolution Number (if applicable):

THIS CONSULTING AGREEMENT, made effective as of the _____ day of _____ 20____
by and between **TOWN OF WESTERLY/WESTERLY PUBLIC SCHOOLS**. (the "TOWN/SCHOOLS") and
(the "Consultant").

1. Engagement. THE TOWN/SCHOOLS hereby engage the Consultant as a consultant to perform the Services (as defined herein) subject to the terms and conditions of this Agreement, and the Consultant hereby accepts such engagement for and in consideration of the compensation hereinafter provided. The Consultant shall perform its obligations hereunder in compliance with the terms of this Agreement and any and all applicable laws and regulations. The Consultant acknowledges that THE TOWN/SCHOOLS retains the right to appoint additional consultants as THE TOWN/SCHOOLS, in its sole and unrestricted judgment, may from time to time determine to be in the best interests of THE TOWN/SCHOOLS without liability or obligation to the Consultant. THE TOWN/SCHOOLS make no representation or warranty as to the aggregate compensation payable hereunder or the number or scope of projects for which it may engage the Consultant.

2. Services.

a. Statements of Work. The Consultant agrees to render services and prepare such deliverables as described in the numbered statements of work executed under this Agreement (each, a "Statement of Work"). Each Statement of Work constitutes a separate and independent contract of the Consultant which incorporates the terms and conditions of this Agreement. The tasks to be performed and the deliveries to be made by the Consultant pursuant to each Statement of Work are hereinafter collectively referred to as the "Services." The Consultant shall advise THE TOWN/SCHOOLS in writing which of its employees will be responsible for the provision of the Services subject to the approval of THE TOWN/SCHOOLS, which approval shall not be withheld unreasonably (the "Designees"). The Services shall be performed in accordance with the time schedule indicated in the respective Statement of Work. Time is of the essence in the performance of this Agreement and the Services hereunder.

b. Benefits. The Consultant shall be responsible for all employee benefits and compensation and employment taxes with respect to its employees and agents. The Consultant shall indemnify, defend and hold harmless THE TOWN/SCHOOLS and its affiliates, directors, officers, employees, agents and representatives and assigns of each, from and against all claims, suits, liabilities, costs and expenses arising under the preceding sentence, including, without limitation, attorneys' fees and expenses, assessments for withholding and similar taxes, claims for benefits and any similar claims by or with respect to such employees. In no event, shall an employee or agent of the Consultant be considered an employee or agent of THE TOWN/SCHOOLS. Consultant agrees that in the event Consultant or Consultant's employees is {are} classified as an "employee(s)" by any governing authority, and THE TOWN/SCHOOLS becomes liable for any payments for insurance, penalties, or other charges, Consultant shall reimburse THE TOWN/SCHOOLS for any and all amounts charged against THE TOWN/SCHOOLS. The provisions of this Section 2(b) shall survive any termination of this Agreement.

c. Licenses. The Consultant is responsible for obtaining all licenses, certifications, registrations and authorizations necessary or advisable for the performance of the Services.

3. Compensation. As compensation for the performance of the Services, THE TOWN/SCHOOLS shall pay to the Consultant the amounts ("Fee") specified in the applicable Statement of Work. The Consultant will be responsible for all travel and other business related expenses within the Greater Southern New England Area. Outside this area travel and business related expenses will be reimbursed by THE TOWN/SCHOOLS only upon prior written authorization by THE TOWN/SCHOOLS. Any such reimbursable expenses shall conform to the limitations, guidelines, reporting and approval procedures imposed by THE TOWN/SCHOOLS upon its employees. Unless otherwise provided herein, all

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federal, state and local taxes, the cost of all required licenses, registrations, certifications and other fees applicable to the performance of Services by Consultant, its subcontractors, if allowed, and each Consultant employee are included in the Fee. THE TOWN/SCHOOLS shall pay Consultant the Fee in the manner provided in the Statement of Work.

4. **Term.** The term of this Agreement shall commence on the date hereof and shall continue for a period of _____ years. Notwithstanding the foregoing, this Agreement may be terminated (i) by either party at its convenience upon thirty (30) days written notice ("Early Termination") and (ii) by the non-defaulting party upon a breach or default of any material provision or obligation hereunder by, or upon the occurrence of an Insolvency Event with respect to, the other party, provided the party terminating this Agreement has, other than in connection with an Insolvency Event, first given the defaulting party 30 days written notice of such default or breach and such default or breach has not been remedied during such period to the reasonable satisfaction of the non-defaulting party ("Default Termination"). "Insolvency Event" shall mean the insolvency or general failure of a party to pay its debts as they become due; entrance of a party into receivership or any arrangement with creditors generally; filing of a voluntary or involuntary petition or other action or proceeding for bankruptcy or reorganization or dissolution or winding-up; a general assignment for the benefit of creditors; or a foreclosure or sale of a material part of a party's assets by or for the benefit of any creditor or governmental agency.

5. **Limitations.** In recognition of the Consultant's acknowledgment that the Services to be rendered to THE TOWN/SCHOOLS pursuant to this Agreement are of a special and unusual character which have a unique value to THE TOWN/SCHOOLS, loss of which cannot adequately be compensated by damages in any action at law; in view of the unique value to THE TOWN/SCHOOLS of the Services for which THE TOWN/SCHOOLS has engaged the Consultant and the confidential information to be obtained by or disclosed to the Consultant; and as a material inducement to THE TOWN/SCHOOLS to engage the Consultant, and to pay to the Consultant the compensation for such Services to be rendered to THE TOWN/SCHOOLS by the Consultant (it being understood and agreed by the parties hereto that all of the compensation paid to the Consultant in connection with this Agreement by THE TOWN/SCHOOLS shall also be paid and received in consideration hereof), Consultant covenants and agrees as follows:

a. **No Representation.** Consultant is not authorized and shall neither purport to act nor hold itself out as an agent, representative or partner of THE TOWN/SCHOOLS. Nothing in this Agreement shall be construed to give the Consultant authority to represent or act on behalf of THE TOWN/SCHOOLS in any manner with or before any person, party, court or governmental or regulatory agency without the express prior written authorization of THE TOWN/SCHOOLS.

b. **Records and Ownership.** All files, books, accounts, records, documents, notes, drawings, designs, lists, specifications, computer programs, data and other materials and information of any nature or copies of the foregoing, however recorded or stored, and related to THE TOWN/SCHOOLS (the "Records") shall at times belong to THE TOWN/SCHOOLS and to the extent possessed by the Consultant hereunder, such possession shall be for the benefit of and as custodian for THE TOWN/SCHOOLS. The Consultant's possession of the Records is at the will of THE TOWN/SCHOOLS and is solely for enabling the Consultant to perform its obligations hereunder. The Records shall be readily separable from the records of the Consultant. All Records furnished to Consultant by THE TOWN/SCHOOLS, shall remain the property of THE TOWN/SCHOOLS and shall be returned promptly upon completion of the Services, or at any time upon written request of THE TOWN/SCHOOLS. Consultant further agrees not to make any copies of any such written materials other than as necessary to accomplish the Services, all of which shall be returned as provided above.

c. **Reasonableness of Restrictions.** The Consultant has carefully read and considered the provisions of this Section 5 and, having done so, agrees that the restrictions set forth in such Section 5 (including, but not limited to, the time period of restriction and the nature of restriction are fair and reasonable and are reasonably required for the protection of the interests of THE TOWN/SCHOOLS.

d. **Injunction.** In the event of a breach or threatened breach by the Consultant of the provisions of this Agreement, THE TOWN/SCHOOLS shall, in addition to any other rights and remedies available to it, at law or otherwise, be entitled to an injunction to be issued by any court of competent

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jurisdiction enjoining and restraining the Consultant from committing any present violation or future violation of this Agreement.

e. **Application.** If required by THE TOWN/SCHOOLS, prior to commencing work under any Statement of Work, the Consultant shall cause each Designee to agree in writing to be bound by the provisions of this Section 5. The Consultant shall indemnify, defend and hold harmless THE TOWN/SCHOOLS and its affiliates, directors, officers, stockholders, employees, agents and customers and the personal representatives and assigns of each, from and against all losses, costs, expenses (including attorney's fees and expenses) occasioned by any breach of any provision of this Section 5 by any Designee, including without limitation, the type described in the second sentence of Sections 5(c) and 5(f) above.

f. **Survival.** The provisions of this Section 5 shall survive the termination of this Agreement.

6. **Insurance.** Consultant shall provide and maintain the insurance coverages required by Exhibit A, attached hereto and incorporated herein. Contractor shall agree to all terms and conditions in Exhibit A.

7. **Notices.** All notices, demands, requests or other communications which may be or are required to be given, served or sent by one party to the other party pursuant to this Agreement shall be in writing and shall be hand delivered (by prepaid courier) or mailed by certified mail, return receipt requested, postage prepaid, or sent by telefax, addressed as follows:

If to THE TOWN/SCHOOLS:

TOWN OF WESTERLY/WESTERLY PUBLIC SCHOOLS.
45 BROAD STREET
WESTERLY, RI 02891
Attention: EILEEN CARDILLO

If to the Consultant:

Name:
Employee:
Street Address:
City, State, ZIP:
Federal ID Number:

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be delivered, given or sent. Documents delivered by hand shall be deemed to have been received upon delivery; documents sent by telefax shall be deemed to have been received when the answer back is received; and documents sent by mail shall be deemed to have been received upon their receipt, or when delivery is refused by the addressee upon presentation.

8. **Security.** The Consultant agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at THE TOWN/SCHOOLS' premises or applicable outside such premises, to materials belonging to THE TOWN/SCHOOLS.

9. **Independent Consultant.** The Consultant shall perform Services hereunder only as an independent contractor. Under no circumstances shall the Consultant or any of its employees or agents be construed to be an employee, partner or agent of THE TOWN/SCHOOLS and neither the Consultant nor any of its employees or agents shall be entitled to participate in THE TOWN/SCHOOLS' profit sharing, pension, bonus or other plans for the benefit of THE TOWN/SCHOOLS employees.

10. **Assignment.** Neither this Agreement or any interest herein or any rights hereunder shall be sold or assigned by the Consultant, nor shall any of the duties of the Consultant hereunder be delegated to any person, firm or corporation, without prior notice to and written consent of THE TOWN/SCHOOLS. For purposes of this provision, assignment shall be deemed to include any change of control or transfer by operation of law.

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11. **Standard of Care.** The Consultant hereby represents and affirms to THE TOWN/SCHOOLS that the Consultant and each Consultant employee or subcontractor, if allowed, possess the knowledge, ability, professional skills, qualifications and expertise necessary to perform the Services in accordance with the terms hereof. Upon request, the Consultant will furnish to THE TOWN/SCHOOLS reasonable evidence of the professional qualifications and experience of each Consultant employee supplied pursuant to this Agreement. It is expressly agreed by the Consultant that the initiation and continuation of this Agreement shall be contingent upon Consultant's continuing satisfaction of the requirements of this section. The Consultant represents and affirms that it will exercise due diligence to perform the Services in accordance with the highest professional standards applicable to such or similar Services and in compliance with all applicable laws and regulations and the highest ethical standards. Any Services which do not meet these standards shall be reperfomed by the Consultant without cost to THE TOWN/SCHOOLS until it meets THE TOWN/SCHOOLS' reasonable satisfaction. No cost or allowance incurred by Consultant in the performance of such rework shall be reimbursable hereunder. In addition, the Consultant represents and warrants that any information which it may supply THE TOWN/SCHOOLS during the term of this Agreement (i) will have been obtained by the Consultant lawfully and (ii) will not be confidential or proprietary to any third person except for information related to customers of THE TOWN/SCHOOLS which was learned in the course of the performance of the Services and is disclosed to THE TOWN/SCHOOLS in connection therewith. Nothing in this Agreement shall be construed as authorizing or encouraging the Consultant to obtain information for THE TOWN/SCHOOLS in violation of any third party's rights to copyright or trade secret protection.

12. **Adherence To Laws and THE TOWN/SCHOOLS Policies.**

a. **Illegal Acts.** Consultant agrees that in carrying out its duties and responsibilities under this Agreement, it will neither undertake nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in either the United States or foreign country if applicable; or (ii) would have the effect of causing Company to be in violation of any laws, decrees, rules, or regulations in effect in either the United States or foreign country if applicable.

b. **Payments.** Consultant agrees that in connection with this Agreement or with any resultant contract, it will not, directly or indirectly, give, offer, or promise, or authorize to tolerate to be given, offered, or promised, anything of value to any official, entity, or employee with the intent to (i) influence any act or decision of such official, entity, or employee, or (ii) induce such official, entity, or employee to use his influence to affect or influence any act or decision of any individual or entity in order to assist THE TOWN/SCHOOLS in obtaining or retaining business, or in directing business to any person.

c. **Notice.** Consultant agrees to notify THE TOWN/SCHOOLS immediately of any extortive solicitation, demand, or other request for anything of value, by or on behalf of any official, entity, or employee relating to the subject matter of this Agreement.

d. **Conformance with THE TOWN/SCHOOLS Policies.** Consultant acknowledges that THE TOWN/SCHOOLS has certain policies regarding, but not limited to, such things as drug use, alcohol, firearms, safety, security, smoking, sexual harassment, and similar actions which will also apply to the representatives of Consultant engaged to provide services hereunder. Consultant undertakes to have all of Consultant's representatives providing services at any THE TOWN/SCHOOLS facility (including any facility of a customer or supplier of THE TOWN/SCHOOLS) and all of Consultant's representatives providing direct services hereunder, whether on or off THE TOWN/SCHOOLS facilities, to agree to observe all applicable THE TOWN/SCHOOLS' policies and to sign agreements so indicating. Should THE TOWN/SCHOOLS, for any reason, deem any of Consultant's representatives unacceptable, THE TOWN/SCHOOLS shall notify Consultant and Consultant shall, thereafter, neither send such representatives to the TOWN/SCHOOLS facility nor engage such representative in direct service for THE TOWN/SCHOOLS, on or off THE TOWN/SCHOOLS facilities, but shall perform its obligations hereunder using other representatives acceptable to THE TOWN/SCHOOLS.

e. **Criminal Background Check and Substance Screening.** Each representative of Consultant providing services at any TOWN/SCHOOLS facility and each of Consultant's representatives providing direct services hereunder, whether on or off THE TOWN/SCHOOLS facilities, shall be required to successfully undergo a Criminal Background Check and Substance Screening prior to performing any services under this Agreement. Consultant shall require such representatives to cooperate in such Check

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and Screening. Provided, however, that such Check and Screening shall not be required of any representative of Consultant for whom Consultant can demonstrate successfully passed a similar Check and Screening within one calendar year prior to the proposed commencement of such representative's services under this Agreement. THE TOWN/SCHOOLS shall have the final decision in determining whether any such Check and Screening is similar to THE TOWN/SCHOOLS' Check and Screening.

14. Miscellaneous.

a. Waiver and Remedies. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only on the written consent of THE TOWN/SCHOOLS and the Consultant. The remedies provided THE TOWN/SCHOOLS and Consultant herein shall be cumulative, and in addition to any other remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

b. Titles; Recitals. Section headings and numbers used in this Agreement are included for convenience of reference only, and, if there is any conflict between any such numbers and headings, and the text of this Agreement, the text shall control. Each of the statements set forth in the premises of this Agreement is incorporated into the Agreement as a valid and binding representation of the party or parties to whom it relates.

c. Governing Law; Severability. This Agreement is entered in Rhode Island and shall be construed in accordance with and governed by the substantive laws of the State of Rhode Island without regard to the conflict of laws provisions thereof. Whenever possible, each provision (including without limitation any subparagraph or part thereof in Section 5 above) of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, and if any provision of this Agreement is held illegal, invalid or void, such provision may be changed to the extent reasonably necessary to make it valid and enforceable and the remainder of this Agreement shall not be affected or impaired thereby.

d. Entire Agreement. This Agreement, together with all Statements of Work now and hereafter attached hereto (which are hereby incorporated herein by reference), represent the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior written or oral agreements, side letter, proposal, bid, quote or the like with respect thereto.

IN WITNESS, WHEREOF, the duly authorized representatives of the parties have executed this Consulting Agreement as of the date and year first above written.

**THE TOWN OF WESTERLY/
WESTERLY PUBLIC SCHOOLS**

CONSULTANT

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____
(Print)

Title: _____
(Print)

Date: _____

Date: _____

TOWN MANAGER

By: _____

Name: Shawn M. Lacey

Date: _____

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

STATEMENT OF WORK NO. 001

THIS STATEMENT OF WORK dated this the _____ day of _____, 20____, between THE TOWN/SCHOOLS (the "THE TOWN/SCHOOLS") and _____ (the "Consultant") is entered into pursuant to the terms and conditions of that certain Consulting Agreement dated as of _____, 20____, between THE TOWN/SCHOOLS and the Consultant (the "Agreement") which Agreement is incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement.

1. SERVICES:

The Consultant agrees to:

2. DUE DATES:

The above Services are to be performed as follows:

3. COMPENSATION:

Consultant will be paid _____ for all services rendered. Consultant shall submit _____ invoices to THE TOWN/SCHOOLS for all services performed under this agreement. Each invoice shall identify the services performed and _____. Invoices shall be submitted directly to _____ for approval. Such invoices shall be payable within thirty (30) calendar days of approval by THE TOWN/SCHOOLS.

IN WITNESS, WHEREOF, THE TOWN/SCHOOLS and the Consultant have executed this Statement of Work as of the date first set forth above, subject to the provisions of the Agreement.

**TOWN OF WESTERLY/
WESTERLY PUBLIC SCHOOLS**

CONSULTANT

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____
(Print)

Title: _____
(Print)

TOWN MANAGER

By: _____

Name: Shawn M. Lacey

Date: _____

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Exhibit A

Standard Insurance and Indemnification Requirements

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. Certificates of Insurance: The contractor will give the Town/Schools a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the Town/Schools to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Town/Schools to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the Town/Schools directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against Town/Schools, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the Town/Schools and, if applicable, their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the Town/Schools, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.

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- C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits: \$1,000,000 each occurrence
 \$2,000,000 each occurrence if blasting is required
 \$2,000,000 general aggregate with dedicated limits per project site
 \$2,000,000 products and completed operations aggregate
 \$1,000,000 personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

- D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

- E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits: Workers' Compensation: statutory limit
Employer's Liability: \$500,000 bodily injury for each accident
 \$500,000 bodily injury by disease for each employee
 \$500,000 bodily injury disease aggregate

- F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits: \$5,000,000 per occurrence/\$5,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

- G. Professional Liability (**for consultants, engineers, and other individuals/businesses providing professional services**)

Each Claim/Wrongful Act: \$1,000,000
Annual Aggregate \$1,000,000

Town of Westerly/Westerly Schools reserves the right to amend amounts of coverage required and type of coverage's provided based on work or service to be performed.