Patricia A. Peshka

**Purchasing Agent** 



Joseph J. Solomon

Mayor

City of Warwick Purchasing Division 3275 Post Road Warwick, Rhode Island 02886 Tel (401) 738-2013 Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website <u>Thursday</u>, July 30, <u>2020</u>. The website address is http://www.warwickri.gov/bids.

## CITY OF WARWICK BIDS REQUESTED FOR

# Bid2021-088 Planting & Landscaping Improvements Conimicut Village

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Thursday, July 30, 2020. Please note our office will be closed Monday, August 10, 2020 and will re-open Tuesday, August 11, 2020.

Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Tuesday, August 11, 2020. The proposals will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room at Warwick City Hall. *Please note due to COVID-19, only one (1) person from each company may attend the bid opening. Employees and visitors must adhere to social distance guidelines. All visitors are advised to wear masks or face coverings at all times.* 

Awards will be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

The City of Warwick, in addition to soliciting bids in response to this bid, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

RI State MPA: https://www.ridop.ri.gov/contract-portal/

NASPO: https://www.naspo.org/

NJPA (National Joint Powers Alliance): https://www.njpacoop.org/cooperative-purchasing MHEC (Massachusetts Higher Education Consortium): https://www.mhec.net/

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the bid opening date.

*Original Signature on File* Patricia A. Peshka

Purchasing Agent

## PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Acknowledgement	of Addendum	(if annlicable)
Acknowledgement	of Addendum	(II applicable)

Addendun	n Number	Signature of Bidder	
COMPANY NAME:			
COMPANY ADDRESS:			
COMPANY ADDRESS:			
BIDDER'S SIGNATURE: _			
BIDDER'S NAME (PRINT)	:		
TITLE:	TEL. NO	D.:	
EMAIL ADDRESS:		*	

\*Please include your email address. Future bids will be emailed, unless otherwise noted.

## **II. AWARD AND CONTRACT:**

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: \_\_\_\_

Bid2021-088

Purchasing Agent

### PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

### **CERTIFICATION & WARRANT FORM\***

### This form <u>must</u> be completed and submitted with sealed bid. Failure to do so will result in automatic rejection.

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statues, laws, ordinances and regulations, in particular, but not limited to Chapter 16-Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature	Date
Company Name	
Address	
Address	

\*This form cannot be altered

### CITY OF WARWICK NOTICE TO BIDDERS

### Bid2021-088 Planting & Landscaping Improvements Conimicut Village

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

The opening of bids will be in the order established by the posted agenda and the agenda will continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2021-088 Planting & Landscaping Improvements Conimicut Village."

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids will be accepted via facsimile or email.

Should you have any questions, please contact William R. Facente, Acting Program Coordinator / Housing Officer 401-921-9688.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of the proposal after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder must indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 available on www.warwickri.gov should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

The successful bidder must comply with all Rhode Island Labor Laws, Chapter 37-12-13, and all other applicable Local, State and Federal Laws.

Prevailing Wages will apply to this bid. Current rates may be viewed at http://www.dlt.state.ri.us/pw.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The contractor shall keep himself informed of and comply with all laws, ordinances and regulations of the federal, state and municipal governments which may apply and be in force during the life of the contract, in any manner which may affect himself/employees or the conduct of the work or the materials used or employed in the work. Before submitting bids, prospective bidders shall examine the terms, covenants and conditions of all codes, permits and laws which may apply. By submitting a bid, the bidder agrees to comply with all pertinent laws/regulations if awarded a contract.

Every contractor and subcontractor awarded a contract for public works, construction, alteration and/or repair, including painting and decorating, or public buildings or public works must submit completed RI Certified Weekly Payroll forms listing employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month. These forms may be found at:

www.dlt.ri.gov/pw/pwFormsPubs.htm. Certified Payroll forms concerning RI Department of Transportation projects may be submitted on federal forms. However, when a complaint is being investigated by the RI Department of Labor & Training (DLT), the contractor must resubmit the payroll information on the RI Certified Weekly Payroll forms for the entire project.

Awarding authorities, contractors and subcontractors shall provide any and all payroll records to the DLT within ten (10) days of any request that is made by the department.

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 above provisions, as well as any further payments until they comply. The DLT may also impose a penalty of up to \$500 for each calendar day of noncompliance.

Please refer to Rhode Island state laws Section 37-13 for more information.

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General & Automobile Liability in a minimum amount of \$1 million, naming the <u>**City of Warwick as the additional insured</u>** and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated Certificate of Insurance upon expiration of the original certificate.</u>

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** from <u>The Rhode Island Secretary of State</u> dated no more than thirty (30) days prior to the date upon which the bid approval was made. **Please note that no other State's Certificate of Good Standing will be accepted.** 

If required, the successful bidder will provide said **Certificate of Insurance** and **State of Rhode Island's Certificate of Good Standing** within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm one (1) year from date of award. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City will incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor will be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick

will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement will cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

#### CITY OF WARWICK, RI

#### **REQUEST FOR PROPOSALS**

### CITY OF WARWICK REQUEST FOR CONTRACTING SERVICES TO PROVIDE PLANTING & LANDSCAPE IMPROVEMENTS IN CONIMICUT VILLAGE

#### Performance Bid

The City of Warwick is committed to the concept of performance bids. All vendors are encouraged to submit bids which conform to the stated specifications, as well as, suggest deviations from the specifications, which in the vendor's opinion would be beneficial to the City in terms of price and performance. The City reserves the right to accept or reject any bid under these terms.

### I. INSTRUCTIONS TO BIDDERS

- A. Bids must be typewritten or clearly printed in ink and signed by a duly authorized representative of the firm submitting the bid.
- B. Bids must be submitted in sealed envelopes, clearly marked on the outside, "2021-088 Bids for Planting & Landscape Improvements in Conimicut Village ".
   Envelopes should also be clearly marked with the company name and address.

#### **II. CONDITIONS APPLICABLE TO BIDS**

- A. Applicable Laws: The Ordinances and Charter of the City and laws of the State of Rhode Island concerning competitive bidding, contracts and purchases will be employed. In addition, all applicable federal regulations relating to the use of Department of Housing & Urban Development CDBG funds.
- B. Taxes: The City of Warwick is generally exempt from Federal Excise and State of Rhode Island Sales Tax. Prices should not include tax.
- C. If the bidder elects to deviate from the specifications stated; all exceptions or other changes must be clearly noted.
- D. City reserves the right to reject any and all bids, waive informalities or defects in bids, or accept such bids as it deems to be in the best interest of the City of Warwick.
- E. City does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.
- F. City maintains a local preference policy for contracts. A copy is available upon request.

G. The Contractor must provide "Waivers of Lien" for subcontractors and suppliers to the City.

# **III. PROJECT OVERVIEW AND PROJECT INTENT**

## **Project Location**

The project site is located along the West Shore Road thoroughfare in the area of the commercial corridor of Conimicut Village, more specifically the intersection of West Shore Road & Beach Avenue and adjacent to 800 West Shore Road. The Office of Housing & Community Development ("Office") is working with the Conimicut Village Neighborhood Association ("Association") to make some small, but meaningful planting & landscape improvements to the streetscape improvements previously performed that will provide aesthetic the residents and commercial businesses located in the area by making Conimicut Village more pedestrian friendly and aesthetically pleasing area to visit.

# **Description of Services**

The Office is requesting a proposal for planting & landscape improvements at three (3) different locations that are proximately located in the same general area of Conimicut Village.

- 1. South corner of West Shore Road at Beach Avenue (Donovan Park)
  - a. The scope of work consists of two (2) planting areas as described in Exhibit A
- 2a. East corner of West Shore Road at Beach Avenue (Woodbury Union Church)
- a. The scope of work consists of one(1) planting area as described in Exhibit B 2b. West corner of West Shore Road at Beach Avenue (Friend's Way)
  - a. The scope of work consists of one(1) planting area as described in Exhibit B
- 3. Planting bed located next to 800 West Shore Road
  - a. The scope of work consists of one(1) planting area as described in Exhibit C

# Plants

- The Contractor shall furnish and plant all plants shown on the drawings, as specified, and in quantities as listed on the drawings. **No substitutions will be permitted unless approved by Project Manager in writing**. All plants shall be nursery grown.
- Plants shall be in accordance with the USA Standard for Nursery Stock of the American Association of Nurserymen.
- All plants shall be typical of their species or variety and shall have a normal habit of growth and be legibly tagged with the proper name. Only plant stock grown within hardiness Zones 1 through 6b, as established by the Arnold Arboretum, Jamaica Plain, Massachusetts, will be accepted. The Contractor's suppliers must certify in writing that the stock has actually been grown under Zone 6b or hardier conditions. Plants not so certified will not be accepted.
- The root system of each plant shall be well provided with fibrous roots. All parts shall be moist and show active green cambium when cut. They shall be sound, healthy, and

vigorous, well-branched and densely foliated when in leaf. They shall be free of disease, insect pests, eggs or larvae.

# Plant Locations

• All plant locations shall be marked out on the ground and the locations must be approved by the Project Manager before any excavation is started. If it is necessary to adjust any of the locations because of unforeseen problems, the changes shall be under the direction of the Project Manager and there shall be no extra charges for these adjustments.

# Planting

- Furnishing and planting of any plant material includes the digging of the holes, provision of soil additives and loam, furnishing the plants of specified size with roots in the specified manner, the labor of planting, fertilizing, mulching, guying and staking where called for, and maintenance.
- The Contractor shall locate plant material sources and ensure that plants are shipped in timely fashion for installation.
- Inspection and approval of plants at the source shall not impair the right of subsequent inspection and rejection upon delivery to the site, or during the progress of the work; if the Project Manager finds that plants have declined noticeably due to handling abuse, lack of maintenance, or other causes. Cost of replacements, as required, shall be borne by the Contractor.
- All plant roots and earth balls must be damp and thoroughly protected from sun and wind from the beginning of the digging operation, during transportation and on the ground until the final planting. The plants shall be planted in the center of the holes and at the same depth as they previously grew.
- Plant or install materials during normal planting seasons for each type of landscape work required.

# Planting Soil Mix

- Planting soil mix shall be approved loam which has been pH adjusted according to particular planting applications and improved through the addition of organic matter as directed below. Planting loam shall conform to the following pH levels:
  - Planting loam for general planting of nonacid-loving plants shall have a true pH value of 6.0 to 6.5.
- Planting soil mix shall consist of pH adjusted loam which has been thoroughly premixed with organic material in the proportions of one (1) part peat moss with five (5) parts of approved loam.
- Planting soil mix shall be backfilled in layers of not more than six inches (6") and each layer watered sufficiently to settle before the next layer is put in place. Enough planting soil mix shall be used to bring the surface to finished grade when settled.

• Planting soil mix as specified shall be prepared and backfilled at individual shrub planting pits as directed.

## Mulch & Weed Preventer

- Dark pine bark mulch shall be placed over the entire area of planting beds to a depth of three inches (3") after settlement, not later than one (1) week after planting. No mulch shall be applied prior to the first watering of plant materials.
- Apply weed preventer to all beds in accordance with manufacturer recommendations.

# Water

• The Contractor shall be responsible to furnish his own supply of water to the site at no extra cost. All work injured or damaged due to the lack of water, or the use of too much water, shall be the Contractor's responsibility to correct. Water shall be free from impurities injurious to vegetation.

# General Requirements

- The Contractor shall provide all labor, equipment, and materials to install plantings and miscellaneous other planting work as outlined on the project plans and described herein.
- Contractor and all sub-contractors must comply Davis-Bacon Act provisions regarding prevailing wage.
- The Contractor shall be solely responsible for judging the full extent of work requirements involved, including but not limited to the potential need for storing and maintaining plants temporarily and/or re-handling plants prior to final installation.
- All areas to be planted shall be inspected by the Contractor before starting work and any defects shall be reported to the Project Manager prior to beginning this work. When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, Contractor shall notify the Project Manager before planting. The commencement of work by the Contractor shall indicate his acceptance of the areas to be planted and shall assume full responsibility for the work.
- Work shall be performed by crews specializing in landscape with a minimum of three (3) years of experience and having completed a minimum of 25 landscape installations. The planting shall be done by skilled horticultural workers, trained and experienced in accepted nursery practices. The work shall be done under the supervision of a qualified planting foreman demonstrating a background in landscape operations.
- Absolutely no debris may be left on the site. Excavated material shall be removed as directed. Repair any damage to site or structures to restore them to their original condition as directed by the Project Manager, at no cost to the Owner.

- Contractor is responsible for all restoration in the area of newly installed components Contractor will rake out the native soil as well as haul in and install topsoil. Contractor will loam and seed all disturbed areas.
- Contractor shall warranty all plants/plant material including cost of replacement for at least 1-year from acceptance.

# **IV. PAYMENT & CONTRACT TERMS**

- A. Payment to be made upon completion of work, inspection and acceptance by the City of Warwick, and submittal of all required documentation from the Contractor.
- B. Contractor shall begin contractual work only after receiving the City's Purchase Order and acknowledgement from City Staff that Contractor may begin.

C. Contractor must provide certified payrolls on the federal payroll form WH-347 Payroll Form as a condition of receiving payment. Only completed forms with original "wet" signatures will be accepted.

## **V. SUBMITTALS**

- A. Bid Form
- B. Reference List
- C. Subcontractors List
- D. Acknowledgement of Addendum Form
- E. CERTIFICATION & WARRANT FORM
- D. All Federally Required Forms
  - Certification Regarding Debarment and Suspension
  - Contractor Compliance Form Section 3
  - Certification of Bidder Regarding Section 3 and Segregated Facilities
  - City of Warwick Community Development Program Affirmative Action Plan for Utilizing Local Businesses
  - Equal Opportunity Certification
  - Minority Contractor Participation
  - Civil Rights, Employment and Contracting Opportunities and Other Federal Requirements
  - Certification of Bidder Federal Labor Standards Provisions Davis Bacon Act and "Related Acts"

# VI. PROJECT CONTACTS

If you have any further questions regarding submission requirements please contact:

William R. Facente, Acting Program Coordinator / Housing Officer
Office of Housing & Community Development Department
51 Draper Avenue
Warwick, RI 02886
Phone: 401-921-9688
Email: william.r.facente@warwickri.com

### **CITY OF WARWICK**

## **BID AND CONTRACT FORM**

## TITLE OF SPECIFICATION: <u>Bid2021-088 Planting & Landscaping Improvements</u> <u>Conimicut Village</u>

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price.

This offer will remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance by the CITY OF WARWICK will transform the bid into a contract. This bid and contract will be secured by Bonds, if required by the specifications.

## PLEASE COMPLETE THIS PAGE AND SUBMIT WITH YOUR BID

## (PRICING SHEET MAY <u>NOT</u> BE CONFIDENTIAL)

## **BID FORM**

Title of Specifications: Planting & Landscape Improvements Conimicut Village

## Part A: Pricing

Base Bid:

Pursuant to and in compliance with the invitation for bids of *Planting & Landscape Improvements Conimicut Village,* and in compliance with the Contractual Documents and the Specification relating hereto, the undersigned, unless explicitly noted, hereby offers to furnish the items necessary, proper and incidental to this work, whether incorporated on the bid the undersigned or not, FOR THE TOTAL BASE BID (including owner's testing allowance) as follows:

## **Total Base Bid**

\$\_\_\_\_\_(written)

(figures)

In addition, the bidder is required to provide individual location pricing. Location pricing should include the cost to complete the work required, to complete the work specified by location in the Bid and on the plans, including the cost of all materials, labor, permitting, profit & overhead.

Location #1 – South corner West Shore Rd. & Beach Avenue (Donovan Park)

Total Base Bid

\$\_\_\_\_\_

(written)

Location #2 – East corner of West Shore Road & Beach Avenue (Woodbury Union Church)

Total Base Bid

\$\_\_\_\_\_

(written)

Location #3 – West corner of West Shore Road & Beach Avenue (Friend's Way)

Total Base Bid

\$\_\_\_\_\_

(written)

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## PLEASE COMPLETE THIS PAGE AND SUBMIT WITH YOUR BID

## (PRICING SHEET MAY NOT BE CONFIDENTIAL)

### **BID FORM**

Title of Specifications: Planting & Landscape Improvements Conimicut Village

Location #4 – Planting bed located adjacent to 800 West Shore Road

\_\_\_\_\_

Total Base Bid

\$\_\_\_\_\_(written)

(figures)

The bidder will specify his bid price in both words and figures. All words and figures should be in ink or typed. In case of a discrepancy between the prices written words and those in figures, the written word shall govern.

# PLEASE COMPLETE THIS PAGE AND SUBMIT WITH YOUR BID

# (PRICING SHEET MAY <u>NOT</u> BE CONFIDENTIAL)

## **Unit Pricing:**

In addition to the total project bid and individual location pricing, the City is requesting that bidders provide unit pricing for certain quantifiable elements contained in the project for the purposes of adding or deducting work to/or from the base bid amount once the contract is awarded. Bidders are required to provide an Add/ Deduct unit price for each of the following elements as part of their bid. Pricing provided may be used as a basis for changes in contract relating to the specified elements to either add or deduct items in the overall scope. Pricing shall be provided based on the units provided.

Item Description/Options	UNIT	Add Amount per Unit	Deduct Amount per Unit
Bridal Veil (Astilbe x arensii)	EA		
Sombrero Salsa Red Coneflower (Echinacea x 'Balsomed')	EA		
Plantain Lily (Hosta x 'Fantasy Island')	EA		
Winter Gem Boxwood (Buxus microphylla)	EA		
Stella de Oro Daylily (Hemerocallis)	EA		
<b>Pink Muhly Grass</b> (Muhlenbergia capillaris)	EA		
Walkers Low Catmint (Nepeta x faassenii)	EA		
Assorted Astilbe, Coneflower, Stonecrop	EA		

### Substitution Request Language:

The bidder must identify and document cost implications involved in all substitution requests. Any and all cost savings will be returned to the contract. Addenda, if any, will be issued by the owner and emailed to the undersigned, at the email address provided to the City by the undersigned. The bid may be withdrawn prior to the scheduled time for opening of bids or any authorized postponement thereof.

### Part B: Allowances

As part of the base bid, the bidder agrees to carry an **Owner's Allowance of \$500.00 within the base bid of this contract**. The owner reserves the right to remove this item from the contract, totally or in part, and to adjust the contract sum to reflect the actual costs of the construction testing authorized by the Owner.

### Part C: Acknowledgment of Addendum

The Bidder hereby states that he/she has become thoroughly familiar with the site, local conditions affecting the performance and costs of the work, and with the Contract Documents, including the Bid Documents and those forms required to be executed and submitted with this proposal as well as the method of contract award, the terms of the proposal contract, wage rates and employment requirements and reports, the conditions of this contract relating to performance, the technical specifications and drawings, and any addenda thereto as prepared by the Owner as follows:

#### ADDENDUM NO.

SIGNATURE OF BIDDER

### Submitted By:

The Bidder, in compliance with the invitation for bids for *Planting & Landscape Improvements Conimicut Village*, having examined the Contract Documents and related specifications and plan, and being familiar with the site and with all the conditions surrounding the proposed construction including the availability of materials, labor and equipment, hereby proposes to construct the Project in accordance with the contract documents within the time set forth to cover all expenses incurred in performing the work required under the Contract Documents in which this proposal is a part.

The prices that are herein quoted will be the price to the Owner.

Company Name:	Telephone
Company Address:	
Bidder's Signature:	
Title:	Date