

INSTRUCTIONS TO BIDDERS

Project Title:
Kent Heights Recreational Facility
Improvements Project
Map 408, Block 17, Parcel 16
Clyde Avenue, East Providence, RI
RFP # EP 22/23-34

1. Awarding Authority:

City of East Providence

Department of Planning and Economic Development
City Hall – 145 Taunton Avenue
East Providence, RI 02914
Telephone: 401-435-7500

2. Project Description:

Work shall be to provide the City of East Providence (hereafter “City”) with completed ready-for-use facilities. Scope includes but is not limited to the following: Construction of **New and Renovated Athletic Courts, Multi-Use Fields, Dog Park, Pedestrian Surfacing and Plaza, Miscellaneous Earthwork and Stormwater Controls, and Planting Improvements**. Incidental to these improvements are the installation of **soil erosion and sediment control measures**, as necessary, and all work necessary to complete the project to the acceptance of the City.

3. Pre-Bid Conference:

A **non-mandatory pre-bid conference** will be held for all interested parties at 2:00pm local time on Monday, October 30, 2023 at the Project Site (Kent Heights Recreational Facility, Clyde Avenue, East Providence, RI).

4. Bid Specifications:

Bids shall be submitted to complete the improvements in accordance with the attached **Contract Documents** detailing the proposed project. The contract, if awarded, will be on the basis of materials and equipment described in the Contract Documents as proposed by the Contractor and approved by the City. Application for substitution or “or-equal” items of material or equipment where specified will be considered by the City after the effective date of the agreement with the Contractor.

5. Responsibility of Bidders:

It is the responsibility of each bidder before submitting the bid to:

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- Examine thoroughly the bidding and contract drawings, including the referenced and appended RIDEM RIPDES permit and other related data identified in bidding and contract documents.
- Visit the site and become familiar with and satisfy bidder as to the general local and site conditions that may affect the cost, progress, performance or furnishing of the work.
- Promptly notify the Owner/City (hereinafter referred to as “the City”) and Owner’s Representative of all conflicts, errors, ambiguities, or discrepancies which bidder has discovered in or between the Contract Drawings and other related documents.

6. Interpretation:

The **Plans and Specifications and any other Contract Documents are to be considered together and are intended to be mutually complementary**, so that any work shown on the Plans though not specified in the Specifications, and any work specified in the Specifications though not shown on the Plans, is to be executed by the Contractor as a part of this Contract.

Any **questions by prospective Bidders** concerning interpretation of the Contract Documents must be submitted in writing **to the Awarding Authority** and should be in its possession by the below noted Questions Deadline. The Awarding Authority will **post on the City’s Website any addenda or written interpretations** that it deems necessary to Bidders who have taken out bid documents before the date set for the receipt of affected Bids:

<https://eastprovidenceri.gov/rfp>

Bidders may not rely upon oral communications or interpretations from the Awarding Authority or the Designer, and the Awarding Authority shall not be bound by them.

7. Questions:

Written questions shall be submitted to the Awarding Authority no later than 12:00pm on Friday, November 3, 2023. All questions shall be submitted to the following:

The City of East Providence
Attn: Patrick Hanner, Principal Planner
Department of Planning and Economic Development
City Hall – 145 Taunton Avenue
East Providence, RI 02914
Telephone: 401-435-7500
E-mail: PHanner@eastprovidenceri.gov

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It is the sole responsibility of the Bidder to ascertain the existence of any addenda issued by the Awarding Authority, whether or not the same are mailed to, emailed to, or received by, the Bidder. Copies of addenda will be made available for inspection on the City's website at:

<https://eastprovidenceri.gov/rfp>

All bidders must acknowledge receipt of any issued addenda in the appropriate location, on the Bid Form. NO addenda will be posted later than four (4) working days prior to the identified submission date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

8. Bid Preparation & Submission:

One (1) Original and Three (3) Copies of the bid must be submitted **no later than 11:00am, local time, on Tuesday, November 14, 2023**, at which time and place they will be received and date stamped and publicly opened and read. No proposal received after that time will be considered. FAXED Bids will not be accepted. Bids shall be submitted on the Bid Form Supplied by the City. Bids are to include **Proof of Insurance**. All entries on the bid form shall be typewritten or in ink and Signed as required by a responsible member of the firm with corresponding name and official title of said signatory. The bid submission shall be enclosed in a sealed envelope on which the bidder's return address, including the bidder's name, is listed, and be addressed as follows:

City of East Providence

Controllers Office, Room 103,
City Hall – 145 Taunton Avenue
East Providence, RI 02914

CONSTRUCTION BID ENCLOSED - RFP #EP22/23-34

Contract Title: KENT HEIGHTS RECREATION FACILITY IMPROVEMENTS PROJECT

Bidder Name:

Bidder Address:

Where so indicated on the Bid Form, sums shall be expressed in both words and numerals. Where there is a discrepancy between the Bid sum expressed in words and the Bid sum expressed in figures, the Bid sum expressed in words shall control unless the intention of the Bidder clearly is otherwise as determined by the Awarding Authority in its sole discretion. General Bidders shall enter on the General Bid Form a single amount for each item that shall consist of the amount for work performed by the general Bidder and all required sub-contractors.

All bids will remain subject to acceptance for ninety (90) days after the date of bid opening. The City may, in its sole discretion, release any bid prior to that date. *The City reserves the right to waive this timeline and reject any or all Bids, including without limitation the right to reject any or all non-conforming, non-responsive, unbalanced or conditional bids, as the best interests of the*

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City may require. The City further reserves the right to rebid any or all portion(s) of a bid that it feels may be non-competitive.

9. Selection Process:

The City shall utilize a Project-Qualification Based Selection Process. Among the elements to be considered in the selection process are the following:

- A. Years in business;
- B. History of successful completion of similar projects and quality of workmanship;
- C. References (provide a list of all pertinent projects undertaken in the past five years and name and phone number of contact person);
- D. Price (base bid and alternate pricing);
- E. Availability to complete project and time of completion

The City may make such investigations as it deems necessary to determine the ability of the proposed to perform the work, and the proposer shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

A written award (or acceptance of bid) mailed (or otherwise furnished) to the successful bidder followed by a City Purchase Order, shall be deemed to result in a binding contract without further action by either party.

It is the intent of the City to award a contract to the lowest responsible bidder in accordance with City Ordinances and provided that the bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to be reasonable, and does not exceed the funds available.

The City reserves the right to reject the proposal of any proposer who has previously failed to perform properly or complete on time, contracts of a similar nature, or who is not in a position to perform the contract, or who has habitually and without just cause, neglected the payment of bills or disregarded its obligations to sub-contractors, material, or employees

The City reserves the right to reject any or all proposals and in particular to reject a proposal not accompanied by any data required by the Bidding Documents or a proposal in any way incomplete or irregular, and to waive any informality in the proposals received, and to accept the proposal or parts thereof deemed to be most favorable to the best interest of the City.

The City shall have the right to waive any informality or irregularity in any proposal received.

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It is the intent of the City, if it accepts any Alternates, to accept them in the order in which they are listed in the proposal form, but the City shall have the right to accept Alternates in any order or combination thereof and to determine the low bidder on the basis of the sum of the Base Bid and the Alternates accepted.

All prices bid must be on the basis of F.O.B. Delivery Point, East Providence, Rhode Island. Therefore, shipping costs are to be included within the prices quoted. Deliveries must consist only of new merchandise or equipment and shall be made between 8:00 A.M. and 4:00 P.M. Prevailing Time, Monday through Friday. -No delivery shall become due or be acceptable without a written Purchase Order, issued by the Procurement Specialist.

10. Reservation of Rights:

The City reserves the right to waive all informalities and to negotiate contract terms with the successful bidder. Alternate prices, where indicated, are in addition to and are not included in the lump sum price.

11. Tax Exemption:

The City of East Providence is a tax-exempt purchaser, exempt from Rhode Island Sales or Use Tax, under the General Laws of the State of Rhode Island, to the extent that materials and supplies are used and incorporated into the performance of this contract.

12. Payment Terms:

The Contractor will be required to submit Applications for Payment a maximum of once a month. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment and based on the value of the work completed, on or about the 25th day of each month during construction. All such payments will be measured by the schedule of values established before first request for payment.

13. Bid Materials:

All bid materials shall become the property of the City and the City shall not be under any obligation to return any bid materials to bidders.

14. Contract Form:

A contract between the Contractor awarded the project and the City shall be drafted by and provided by the City in a format suitable to the City for execution by both parties.

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15. Project is Subject to RI Prevailing Wage:

Labor costs used as a basis for the Bid shall be in conformance with the wage rates for the relevant work classifications as listed in the **Wage Determination** that is in effect as of the date of the contract between the City and approved Contractor.

16. Certified Payrolls:

The Contractor awarded the project shall be required to submit RI Certified Weekly Payroll forms to the City verifying compliance with the Wage Determination.

17. Bid Bond:

A Bid Bond is **not** required.

18. Performance and Payment Bonds:

Surety Bond/Performance and Payment bonds in the amount equal to at least One Hundred Percent (100%) of the Contract value are required. It shall be security for the faithful performance of the contract and for the payment of all persons performing labor on the project under the contract and furnishing materials, equipment and all other incidentals in connection with the contract. The surety on such bonds shall be a duly authorized surety company licensed to bond in the State of Rhode Island, and the cost of same will be paid by the Contractor. Before final acceptance, the bonds must be approved by the City.

19. Affirmative Action Requirements and MBE/WBE Participation

Any firm or Contractor providing services to or doing business with the City shall adhere to the City's Affirmative Action Plan for MBE/WBE Participation. Said plan is on file with the City's Affirmative Action Officer. **All bidders are required to submit the MBE/WBE Participation Affidavit.**

20. OSHA Safety Awareness Program

In accordance with R.I.G.L. 28-20-35, all contractors bidding on construction projects of the City with a total project cost of one hundred thousand dollars (\$100,000.) or more, are required to have an OSHA "ten hour construction safety program", for their on-site employees. The training program shall utilize instructors trained by the Occupational Safety and Health Administration, using an OSHA approved curriculum.

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21. Insurance:

The Contractor shall submit proof of Insurance as specified below. The Contractor shall carry and maintain the following insurance coverage at his own expense and add the City of East Providence as an additionally insured:

- (A) All insurance for this Contract shall be written by a company (or companies) acceptable to the City and all policies or certificates shall be submitted to the City for examination prior to commencement of operations by the Contractor. In the event any policy or certificate, the amount of the insurance, or the company writing same are not satisfactory to the City, the Contractor shall secure other policies or certificates in form and amount with a company satisfactory to the City. The Contractor shall not permit policies to be changed, cancelled, or to lapse and all policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the limits of liability or amounts of insurance until notice has been sent by mail to the City stating when, (not less than thirty days thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to the City and contain true transcripts from the policy or policies authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above mentioned notice as to the location and operations involved.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations. The Contractor shall be charged with the responsibility for insurance protection for all his subcontract operations and should the Contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the City covering each and every subcontractor shall be filed with said City prior to the commencement of subcontract operations.

- (B) Contractor's Liability Insurance.

Liability insurance shall include all major divisions of coverage and be on a comprehensive general liability basis including:

Premises - Operations (including X-C-U)

Independent Contractor's protective

Products & completed operations

Blanket Contractual

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Owned, non-owned and hired motor vehicles

Broad form coverage for property damage (including explosion, collapse and underground).

(C) The insurance required by this Subparagraph shall be written for not less than the following, or greater if required by Law:

(1) Workers' Compensation:

a. State of Rhode Island - Statutory

b. Employer's Liability

(2) Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products & Completed Operations; Broad Form Property Damage):

(a) Bodily Injury:

\$1,000,000 - Each Occurrence

\$1,000,000 - Annual Aggregate

(b) Property Damage:

\$1,000,000 - Each Occurrence

\$1,000,000 - Annual Aggregate

(c) Products & Completed Operations to be maintained for one (1) year after final payment.

(d) Property Damage Liability Insurance will provide X, C, or U coverage as applicable.

(3) Contractor's Liability:

(a) Bodily Injury:

\$1,000,000 - Each Occurrence

(b) Property Damage:

\$1,000,000 - Each Occurrence

\$1,000,000 - Annual Aggregate

(4) Personal Injury (with Employment Exclusion deleted): \$1,000,000 Annual Aggregate

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(5) Comprehensive Automobile Liability:

(a) Bodily Injury:

\$ 500,000 - Each Person

\$1,000,000 - Each Occurrence

(b) Property Damage:

\$1,000,000 - Each Occurrence

(6) Property Insurance: The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Subcontractors in the Work shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

(D) Insurance Covering Special Hazards: Special hazards shall be covered by rider or riders to the Public Liability and Property Damage Insurance policy or policies herein above required to be furnished by the Contractor or by separate policies of insurance in the amounts stated in Paragraph 5(C).

- (1) Property Damage Liability arising out of the collapse of or 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 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 there from.
- (4) The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

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- (E) “ALL RISK” Insurance: The Contractor shall acquire and maintain “All Risk” type Builder’s Insurance. This insurance shall be in an amount equal to 100% of the insurable portion of the Project, and shall be for the benefit of the City, the Contractor, and each subcontractor as their interest may respectively appear.

22. Other Requirements:

- Contractor shall comply with requirements of the RIDEM Rhode Island Pollutant Discharge Elimination System (RIPDES) Construction General Permit (CGP). A copy of this CGP is included in the Project Manual and Technical Specifications.
- The Contractor will provide all tools and equipment necessary to professionally complete the project.
- The project site shall be left clean with all labels removed and surfaces washed.
- Contractor to provide a one (1) year warranty on all new Plant Materials. All other items of construction shall carry a two (2) year warranty starting at final completion and acceptance by the City.
- The Contractor shall provide submittals of all products and systems for the City’s review and approval, prior to purchase of products. Allow for minimum 2 weeks to review submittals.

See separate file labeled “Instruction Forms for Bidders” containing:

MBE/WBE Participation Affidavit,
Subcontractor Disclosure Form,
MBE/WBE Waiver Request Form,
Anti-Collusion Declaration,
Electronic Bid Document Notification of Receipt, and
Department of the Treasury Internal Revenue Service Form W-9