

BID PROPOSAL

NORTH SMITHFIELD PUBLIC WORKS

PARKS & RECREATION

IRRIGATION SYSTEM
MUNICIPAL ANNEX PLAYGROUND

JANUARY, 2020

TOWN OF NORTH SMITHFIELD
NOTICE TO BIDDERS

North Smithfield Municipal Annex Playground (Irrigation System)

The Town of North Smithfield, acting herein through its Town Administrator (herein call the “Town”), invites bids on the form attached hereto for ultimate approval by the North Smithfield Town Council. Bids may be picked up in the Office of the Town Administrator, Memorial Town Building, 1 Main Street, Slattersville, RI, Monday through Wednesday 8:30 am 3:30 pm, Thursday 8:30 am to 6:30 pm, and Friday 8:30 am to 11:30 am.

Pre-Bid Meeting: A mandatory pre-bid meeting will be held and is required for this project. All bidders are invited to attend a pre-bid meeting at 11:00 AM on Thursday, January 23, 2020 at the North Smithfield Municipal Annex Playground, 575 Smithfield Road, North Smithfield, RI 02896

Submission of Bids: Sealed bids (proposals) will be received by the Town of North Smithfield, Office of the Finance Director, Memorial Town Building, 1 Main Street, Slattersville, RI 02896 until **1:00 PM on Wednesday January 29, 2020** and will be publicly opened and read aloud at **1:30 PM on the same day**.

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 shall 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 noncompliance the Town 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 Town has a pecuniary interest in the bid or has participated in contract negotiations on the part of the Town, 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 package and should include: YOUR COMPANY NAME plainly marked on the exterior of the package and “Pacheco Park Basketball Court Paving”.

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.

Should you have any questions, please contact Raymond Pendergast, Director of Public Works, 401-767-2200 extension 341.

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

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

The IRS Form W-9 attached must be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

Bid surety in the form of a bank check, original bid bond or certified check in the amount of 5 percent of the total bid price must be submitted with each bid. If a bid bond is submitted, it shall be duly executed by the bidder as principal and having as surety thereon a surety company licensed to do business in the State of Rhode Island and approved by the owner.

The successful bidder must provide the Town of North Smithfield with an original certificate of insurance (faxes are not acceptable) name the Town of North Smithfield as the additional insured and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the Town of North Smithfield with an updated Certificate of Insurance upon expiration of the original certificate.

The certificate of insurance shall include the Town of North Smithfield as the additional insured for the following coverage: general liability, product liability and automotive liability.

The successful bidder must furnish a labor and material bond, and a performance bond in the amount of \$100,000.00.

The successful bidder will provide said insurance/bonds within ten (10) calendar days after notification of award or the Town reserves the right to rescind said award.

Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

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 General Decision number is RI20080001 05/01/2009 RII.

The contractor must carry sufficient liability insurance and agree to indemnify the Town 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.

The Town 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 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.

Prices to be held firm for one year from the awarding of the bid. Term contracts may be extended for one additional term upon mutual agreement unless otherwise stated.

The Finance Director 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 Town.

The Town reserves the right to terminate the contract or any part of the contract in the best interests of the Town, upon 30-day notice to the contractor. The Town shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the Town. If the Town terminates in the interests of the Town after an order for materials or services have been placed, the contractor shall 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 shall 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 Town of North Smithfield shall be the sole responsibility of and shall be borne by the respondent.

Warranty periods shall not commence until the Town of North Smithfield inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by the Town of North Smithfield. The Town of North

Smithfield reserves the right to reject any or all items or services not on conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods and/or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations there under, the Town of North Smithfield shall be entitled to recover from the respondent any losses, damages or costs incurred by the Town as a result of such failure or refusal.

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

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

The Town 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.

DEPARTMENT OF PUBLIC WORKS
PARKS & RECREATION DIVISION

IRRIGATION SYSTEM
NORTH SMITHFIELD MUNICIPAL ANNEX PLAYGROUND

NORTH SMITHFIELD, RHODE ISLAND

INFORMATION FOR BIDDERS

1. The following terms are interchangeable and refer to the same authority in these contract documents: Owner – Town of North Smithfield – Town Director of Public Works shall also mean his duly authorized representatives.
2. Request for information – Raymond Pendergast, Director of Public Works 401-767-2200, extension 341.
3. Preparation of Bid - Each bid must be submitted on the enclosed bid form with the required bid bond. All blank spaces must be filled in, in ink or typewritten in both words and figures where noted.
4. Schedule of Work and Time for Completion - Bidder must agree to commence work within ten (10) working days after receiving the Notice to Proceed from the owner and to substantially complete the project in the number days indicated herein. Bidder to submit construction schedule and coordinate with the Department of Public Works.
5. Conditions at the Site - Each bidder must visit the site and inform him fully of the conditions relating to doing the work.
6. Protection of Adjacent Property- The Contractor and his subcontractors shall protect all property adjacent to the work and repair or replace any destroyed property to the Owner's satisfaction as to time of operation and quality of work. This restoration work shall be completed before this project is to be inspected for acceptance by the Owner.
7. The Town reserves the right to require proof that the Contractor has sufficient insurance to protect the public and Town during the term of the contract.
8. Permit and Legal Fees- The contractor must comply with all the laws of this State and Town including building laws pertaining to safety of the public. He must obtain all permits, pay all legal fees for the same, give due and proper notice to all the officials having jurisdiction of the various departments as may be needed and in general take complete charge of and responsibility for all legal requirements to do this work.

9. **Right of the Owner to Terminate Contract** In the event that any of the provisions of this contract are violated by the contractor, or any of his subcontractors, the owner may serve written notice upon the contractor and the surety of its intentions to terminate the contract, such notice to contain the reasons for such intentions to terminate the contract, and unless violation or delay shall cease and satisfactory arrangement of correction be made, the contractor shall upon the expiration of said ten (10) days cease and terminate. In the event of any such termination; the Owner shall immediately serve notice thereof upon the surety and contractor and the surety shall have the right to take over the perform and contract provided however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for account and at the expense of the Contractor and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work such materials, appliances, and things as may be on the site of work and necessary therefore.

10. **Changes in Work** No changes in the work covered by the approved Contract documents shall be made without having prior written approval changes shall be determined by one or more or a combination of the following methods:

- a. Unit price previously approved.
- b. An agreed lump sum.
- c. An agreed unit price (revised)
- d. The Actual Cost of:
 - 1) Labor Including Foreman;
 - 2) Material entering permanently to work;
 - 3) The Ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for the operation of power and equipment;
 - 5) Insurance;
 - 6) Social Security and Old Age and Unemployment contribution;
 - 7) Cost Supervision, Overhead, Bond, profit and any other general expenses

CHANGE ORDERS: shall be written and contain suitable drawings as required.

11. **Opening of Bids** The Owner may consider informal any bid not prepared and submitted in accordance with the provisions thereof and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of the bids or authorized postponement

thereof. Any bid received after the date and time specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of opening thereof.

12. **Bid Security** Each bid must be accompanied by a cashier's check, certified check or a bid bond. It shall be duly executed by the bidder as principal and having as surety thereof a surety approved by the Owner, in the amount of five percent (5%) of the base bid.

If a bid bond is submitted, it shall be duly executed by the bidder as principal and having a surety thereof a surety company licensed to do business in the State of Rhode Island and approved by the Owner. Cashier's check or certified check and bid bonds will be returned to all bidders after the Owner and the accepted bidder have executed the contract or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

13. **Holding of Bid Security for Failure to Enter into Contract** The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as Bid Security for such failure or refusal, the security deposited with this bid.

14. **Addenda and Interpretations** No interpretation of the meaning of plans and specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Director, Department of Public Works, 281 Quaker Highway, North Smithfield, Rhode Island, 02896, and given consideration must be received at least ten (10) days prior to the date fixed for the opening bids. Any and all such interpretation and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract documents.

15. **Laws and Regulations** The Bidder's attention is directed to fact that all applicable State Laws, Municipal Ordinance, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

16. **Obligation of Bidder** At the time of the opening of bids each bidder will have inspected the site and have read and be thoroughly familiar with the plans and contract.

17. Qualifications of Bidders and Sub-bidders The Owner may make such investigations as he deems necessary to determine the ability of bidder to perform the work, and the bidder shall furnish to the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder or sub-bidder is properly qualified to carry out the obligations of the contract and to complete the work completed therein. Conditional bids will not be accepted.
18. Time of Completion and Liquidated Damages Bidder must agree to commence work within ten (10) days after issuance of a written "Notice to Proceed" of the Owner and to substantially complete the project within 60 calendar days of such notice. Bidder must agree also to pay as liquidated damage, the sum of \$500.00 for each consecutive calendar day thereafter beyond the completion date.
19. Balanced Bidding- Bids should be made on each separate item of work shown in the bid (proposal) with reasonable relation to the probable cost of doing the work included in such item or items, thereof are obviously unbalanced as to affect or to be liable to affect adversely an interests of the Owner. The attention of the bidder is called to the fact that unbalancing of bids, "penny bidding", may adversely affect the interest of the owner.

20. ACCEPTANCE OF BID (AWARD)

It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in the Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interest.

The Owner shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.

SPECIAL PROVISIONS

INSURANCE COVERAGE

The kinds and amounts of such insurance carried by the CONTRACTOR shall not be less than the kinds and amounts designated herein, and the CONTRACTOR agrees that the stipulation herein of the kinds and minimum amount of insurance coverage or the acceptance by the OWNER of certificates indicating the kinds and limits of coverage shall in no way limit the liability of the CONTRACTOR to any such kinds and amounts of insurance coverage.

a) Workmen's Compensation Insurance:

The CONTRACTOR shall provide adequate statutory WORKMEN'S COMPENSATION for all labor employed on the project that may come within the protection of such laws and shall provide, where practicable, Employer's General Liability Insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance satisfactory to the OWNER shall be given. Said insurance shall be written with such company as may be acceptable to the OWNER and the policy shall be submitted to the OWNER for examination. Satisfactory certificated and said insurance shall be filed with the OWNER in sextuplicate prior to the commencement of operations by the CONTRACTOR. The CONTRACTOR will be charged with the responsibility for proper and adequate Workmen's Compensation coverage for all his subcontract operations, and in the event the Contractor's policy does not cover each and every SUBCONTRACTOR, certificates of insurance issued on policies by companies that may be acceptable to the OWNER covering each and every SUBCONTRACTOR shall be filed with the OWNER prior to the commencement of such subcontract operations.

b) Contractors Comprehensive General Public Liability and Property Damage Liability Insurance:

(1) The CONTRACTOR shall carry Comprehensive General Liability insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than one million dollars (\$1000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; Contractor's Comprehensive Property damage Liability insurance providing for a limit of not less than Five Hundred Thousand dollars (\$500,000) for all damages arising out of injury to or destruction of property in any one accident, and subject to the limit per accident, a total (or Aggregate) limit on not less than One million dollars (\$1,000,000) for all damages arising out of injury or destruction of property during the policy period.

(2) The insurance shall be placed with such company as may be acceptable to the OWNER. The policy shall be submitted to the OWNER for examination and satisfactory certificates and said insurance shall be filed with the OWNER in (4 copies) just prior to the preparation of the construction contracts. The CONTRACTOR will be charged with the responsibility for similar Public Liability protection for all his subcontract operations, and in the event CONTRACTOR'S policy does not cover each and every SUBCONTRACTOR, certificates of insurance issued on policies that may be acceptable

to the OWNER covering each and every SUBCONTRACTOR shall be filed with the OWNER prior to the commencement of such SUBCONTRACT operations.

c) Owner's Protective Liability Insurance & Property Damages:

The Contractor shall provide the Owner an insurance policy written in the name of the OWNER, its employees, servants and agents, to protect the OWNER from any liability which be incurred against them as a result of any operations of the CONTRACTOR or his SUBCONTRACTORS or their employees. Such insurance shall provide for a limit of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more person in any one accident and not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of injury to or destruction of property in any one accident and subject to total limit of not less than one Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

d) Comprehensive Automobile Liability and Property Damage Ins.:

The CONTRACTOR shall carry Comprehensive Automobile Liability insurance covering all owned vehicles, hired vehicles or non-owned vehicles in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damage arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property damage coverage in the amount of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

e) Special Hazards Insurance:

Special hazards shall be covered by rider or riders to the Public Liability and Property Damage insurance policy or policies hereinabove required to be furnished by the CONTRACTOR or by separate policies of insurance as follows:

(1) Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to the excavation including borrowing, filing 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 there from.

(4) The CONTRACTOR shall require similar insurance in such amounts to be taken out and maintained by each SUBCONTRACTOR.

f) Builders Risk Insurance:

During the progress of work the contractor shall effect and maintain BUILDERS' RISK INSURANCE ON COMPLETED VALUE FORM against loss by fire, lighting windstorm, hurricane, cyclone, tornado, hail, explosion, riot, riot attending a strike, aircraft, smoke and vehicles damage vandalism and malicious mischief upon all work in place and all material stored at the building site, whether or not covered by partial payments made by the OWNER. This insurance shall be in an amount equal to 100 percent of the insurable portion of the project and shall be for the benefit of the OWNER the CONTRACTOR and each Subcontractor as their interest may respectively apply.

CONTRACT BID FORM
IRRIGATION SYSTEM
NORTH SMITHFIELD MUNICIPAL ANNEX PLAYGROUND

Pricing amounts are to be shown with total cost.

MATERIALS TO BE INCLUDED IN THE INSTALLATION:

Hunter Pro C controller modules
Hunter rotary heads
1" Hunter PGV electric zone valves
NDS zones valve boxes
18 Gauge multi-strand control wire
Pipe: Main 1-1/4" Lateral 1" – 100 PSI polyethylene
All stainless steel clamps

SPECIAL NOTES:

Addition to an existing irrigation system. One-year guarantee on the system.
Prevailing wage rates figured into the project.
Water source from the irrigation system exiting from the police station.
4" PVC sleeve to access inside of the track by others.
4" PVC sleeve to be provided by others to cross the driveway entrance to the back of the police station.
System to be connected to the existing controller in the basement of the police station.

TOTAL BID \$ _____

TOWN OF NORTH SMITHFIELD

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Irrigation System for the Municipal Annex Playground

1. BID:

WHEREAS, the TOWN OF NORTH SMITHFIELD 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 below 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 below;

This offer shall remain open and irrevocable until the TOWN OF NORTH SMITHFIELD has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the TOWN OF NORTH SMITHFIELD shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications.

Pricing as Submitted

Total Bid Price: _____

PRICING NOTES

Unit prices shall include all labor, materials, equipment, overhead profit, insurance, etc. to cover the finished work

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

COMPANY NAME: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE_____

BIDDER'S NAME (PRINT):_____

TITLE_____ TEL. NO.:_____

EMAIL ADDRESS: _____ *

CONTRACT COMPLETION DATE:

(In terms of calendar days after award of bid):_____

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

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II. AWARD AND CONTRACT:

The TOWN OF NORTH SMITHFIELD, acting as duly authorized through its Finance Director/Town Administrator (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 the contract.

DATE: _____ FINANCE DIRECTOR