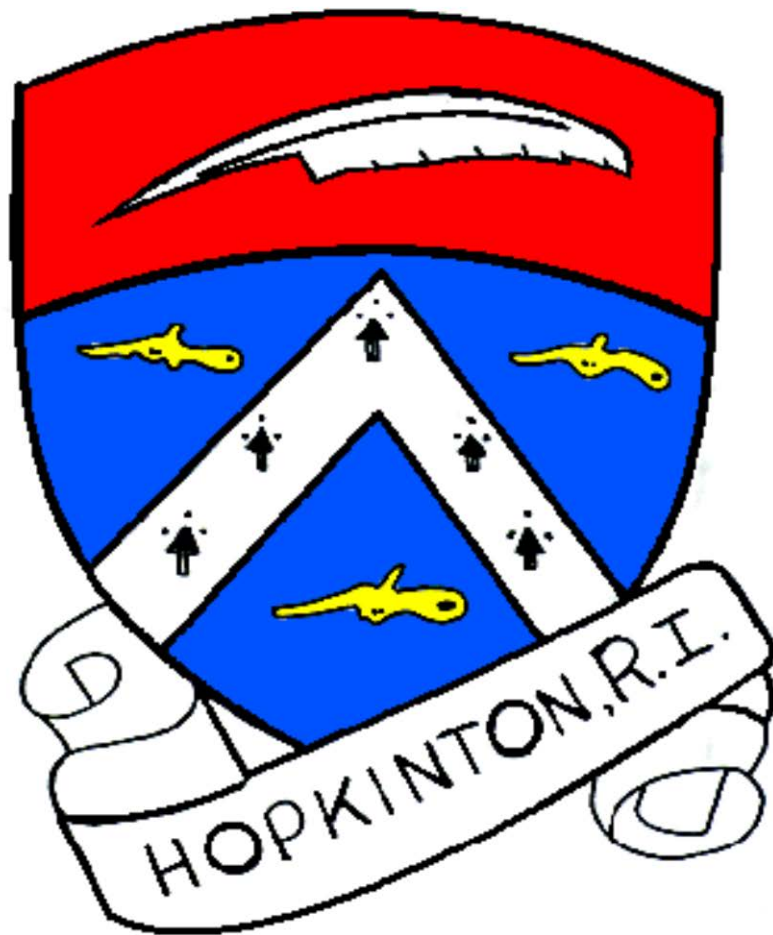


# TOWN OF HOPKINTON

## LANGWORTHY FIELD IMPROVEMENTS PHASE II



2019

# **BID INFORMATION, REQUIREMENTS, INSTRUCTIONS AND SPECIFICATIONS**

## **BID INFORMATION**

***BIDS DUE BY:*** *Thursday, April 25<sup>th</sup>, 2019 at 3:00p.m.*

***BID OPENING DATE:*** *Thursday, April 25<sup>th</sup>, 2019 at 3:15 p.m.*

### **BID RECEIPT LOCATION:**

Town Clerk's Office  
Hopkinton Town Hall  
1 Town House Road  
Hopkinton, RI 02833

### **BID OPENING LOCATION:**

Town Council Chambers  
Hopkinton Town Hall  
1 Town House Road  
Hopkinton, RI 02833

### **Sealed Envelopes Must Be Marked As Follows:**

**“LANGWORTHY FIELD IMPROVEMENTS PHASE II”**

The effective date of AWARD shall be on or about Monday, May 6<sup>th</sup>, 2019.

**Single Point of Contact:** All requests for information related to this bid package shall be directed to:

**William A. McGarry  
Town Manager  
1 Town House Road  
Hopkinton, Rhode Island 02833**

Email Address: [townmanager@hopkintonri.org](mailto:townmanager@hopkintonri.org)

## **BID REQUIREMENTS**

1. Sealed bids will be accepted in the Town Clerk's Office until 3:00 p.m. on Thursday, April 25<sup>th</sup>, 2019.
2. Sealed bids will be opened in the Town Council Chambers at 3:15 p.m. on Thursday, April 25<sup>th</sup>, 2019.
3. Sealed envelopes must be marked "***LANGWORTHY FIELD IMPROVEMENTS PHASE II***" and submitted to the Town Clerk's Office.
4. Proposals shall be for the purchase of all material and labor necessary to complete all of the Phase II Langworthy Field Improvements, as described herein.
5. Proposals shall be submitted on the attached bid sheet.
6. A signed copy of the Bid Instructions shall be submitted to the Town Clerk's Office at the time the bid is submitted.
7. Bids are to be submitted on or before the date and time due and signed by a person authorized to represent the bidder.
8. Bids that do not meet minimum requirements may or may not be considered. All exceptions must be listed.
9. Bid security in the amount of five percent (5%) of the total bid amount must accompany each bid.
10. All bidders are required to complete an Experience Sheet, one of which is included in this bid packet. Any bid submitted without a fully completed Experience Sheet will be rejected. Bidders may substitute their own Experience Sheet with their bid documents.
11. Bidders are required to submit four (4) copies of their bids.
12. **There will be a pre-bid meeting and site inspection on Monday, April 15<sup>th</sup>, 2019, beginning at 10:00 a.m. at the Town Hall for bidders to gather all information needed for their respective bids.**
13. Submitted proposals may be competitively negotiated when it is determined, in writing, by the Town Manager that the bid prices received by competitive sealed bidding either are unreasonable as to all or part of the requirements or were not independently reached in open competition.
14. The Town of Hopkinton shall award the bid to the responsible bidder whose proposal is determined, in writing, to be the most advantageous to the Town. The award shall be made on the basis of the lowest evaluated or responsive bid price

15. The successful bidder shall furnish a Performance Bond for the full amount of the award within fifteen (15) days after the Hopkinton Town Council awards the bid.
16. The successful bidder shall furnish a Labor and Materials Payment Bond within fifteen (15) days after the Hopkinton Town Council awards the bid, if any of the work is subcontracted.
17. The successful bidder shall furnish a Certificate of Liability Insurance within fifteen (15) days after the Hopkinton Town Council awards the bid.
18. The successful bidder shall complete an Anti-Collusion Certificate within fifteen (15) days after the Hopkinton Town Council awards the bid.
19. The successful bidder shall execute Notice of Award and Notice to Proceed forms within fifteen (15) days after the Hopkinton Town Council awards the bid.
20. The Town of Hopkinton reserves the right to reject any or all bids and to accept the bid that is most acceptable.
21. **The deadline for completion of all work for Phase II of the Langworthy Field Improvement Project is December 31, 2019.**
22. In the event that Phase II of the Langworthy Field Improvement Project is not completed to the satisfaction of the Town prior to December 31, 2019, the Contractor shall provide to the Town five hundred dollars (\$500.00), per day, in the form of liquidated damages, for each day in which the work remains uncompleted to the Town's satisfaction after the dates stipulated in the bid documents.
23. All access to the site through the Hope Valley Elementary School parking lot will be prohibited each day of the week between the hours of 7:30 a.m. and 4:30 p.m. The school parking lot shall be protected to guard against any potential construction damage in a manner sufficient to protect and maintain the current condition.
24. No work will take place at the site on June 4, June 5 and June 7. As much of the field as possible will be made available for school use during those days.
25. Feel free to contact Town Manager William A. McGarry at (401) 377-7761, with any questions regarding this bidding process
26. The Town of Hopkinton is exempt from Federal excise taxes and State sales taxes.
27. Bidders may be asked to appear before a committee comprised of Town officials to present their proposals and qualifications.

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# STANDARD INSTRUCTIONS TO BIDDERS

## THESE ARE STANDARD INSTRUCTIONS FOR BIDS ISSUED BY THE TOWN OF HOPKINTON

### 1. Receipt and Opening of Bids

Bids will be accepted in the Hopkinton Town Hall until the time indicated on the advertisement for bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

### 2. Form of Bids

Bids must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein. Bids must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind may be rejected.

### 3. Submission of Bids

- a. Envelopes containing bids must be sealed, submitted to the Town Clerk's Office and marked "*LANGWORTHY FIELD IMPROVEMENTS PHASE II.*"
- b. The Town Clerk will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for bid opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days after the date of bid opening.
- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f. Bids received prior to the time of opening will be securely maintained by the Town Clerk. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.

#### **4. Prices**

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

#### **5. Rhode Island Sales Tax**

The Town is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of Rhode Island, 44-18-30, Paragraph 1, as amended.

#### **6. Federal Excise Taxes**

The Town is exempt from the payment of any excise or Federal excise taxes. The price bid must be exclusive of taxes and will be so construed.

#### **7. "Or Equal" Bidding**

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item this description is used to indicate quality, performance and other essential characteristics of the article required. If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town Manager or by person or persons designated by him in his or their sole discretion, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared "No Bid" in so far as the item in question is concerned.

#### **8. Award and Contract**

Unless otherwise specified, the Town reserves the right to make an award by item or items, or by total, as may be in the best interest of the Town. A written award Notice To Proceed and a Construction Agreement will be provided to the successful bidder.

#### **9. Delivery**

When applicable, all prices must be on the basis of F.O.B. 1 Town House Road, Hopkinton, Rhode Island. Deliveries must consist only of new merchandise or equipment and shall be made between the hours of 8:30 a.m. and 3:00 p.m., Monday thru Friday.

#### **10. Affirmative Action**

Any firm providing services to or doing business with the Town of Hopkinton, R.I. shall adhere to the Town's Affirmative Action Plan for Equal Employment.

## **11. Towns Right to Reject**

The Town 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, in the best interests of the Town. The Town reserves the right to terminate the Agreement. Failure of the Contractor to perform any work under this Agreement for a period of ten (10) days following its commencement, without the consent of the Town, shall constitute a breach of the Agreement and the Town may at its option, by written notice, terminate his/her obligations hereunder or otherwise effect the completion of the work uncompleted by the Contractor, and may offset against the contract price herein set forth, the cost and expense of completing such work, or in the event the Town has at the time of such breach and termination paid to the Contractor an amount in excess of the fair value of the work then completed, the Contractor shall refund to the Town promptly upon demand, an apportioned amount of the total sum thereto paid by the Town.

## **12. Insurance/Bonds**

### **Bid Bond**

All bidders shall provide bid security in the amount of five percent (5%) of the total bid amount.

**The successful bidder shall provide the following insurances/bond:**

### **Certificate of Liability Insurance**

- A. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000).
- B. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000).
- C. Umbrella Liability Insurance in the amount of five million dollars (\$5,000,000).
- D. Workers Compensation and Employers' Liability Insurance in the amount of one million dollars (\$1,000,000).

### **Performance Bond**

- A. A Performance Bond in the full amount of the bid submitted as security for faithful performance of the work.

### **Labor and Materials Payment Bond**

- A. If the successful bidder subcontracts any of the work, the bidder must furnish a Labor and Materials Payment Bond for the full value of the bid price.

### **13. Labor Regulations**

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

- A. The successful bidder shall not discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award.
- C. Successful bidders shall submit to the Hopkinton Town Manager a list of all subcontractors who will perform work on the project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing work under this contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the contract.

### **14. Wage Rates**

Bidders are advised that this is a federally funded project. Davis Bacon and Related Acts are applicable to this project. The current applicable wage rates are appended to this document. The rates will be reviewed 10 days before bid due date and, if changed, will become applicable. Contractor must submit weekly certified payroll reports on the FEDERAL forms which report is also appended hereto.

### **15. Remedies**

Except as may be otherwise provided, all claims, counterclaims, disputes and other matters in question between the Town and the successful bidder arising out of or relating to this agreement or the breach thereof will be decided in a court of competent jurisdiction within the State of Rhode Island.

### **16. Indemnity**

The successful bidder shall at all times indemnify and save harmless the Town, its servants and agents, from any and all claims and from any suits, litigation, damages, losses or the like arising out of injuries sustained or alleged to have been sustained by any persons or damage to property in connection with the contract work, caused in whole or in part by acts or omissions of the successful bidder, his subcontractors, material persons, or anyone directly or indirectly connected with the contract work.



**17. General Guarantee**

Neither the final certificate of payment nor any provision in the contract documents nor any partial or entire occupancy of the premises by the Town shall constitute an acceptance of work not done or relieve the successful bidder of liability with respect to any express warranties or responsibility for faulty workmanship or materials. The successful bidder shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period is specified by the Town and/or by virtue of any specific product guarantees and/or warranties. The Town will give final notice of observed defects with reasonable promptness.

The successful bidder shall guarantee satisfactory operation of any item of equipment for one (1) year or for any other time period consistent with any specific product guarantees and/or warranties from the date of final acceptance.

**I hereby certify that I have read and agree to these Bid Instructions.**

**A signed copy of the Bid Instructions shall be submitted to the Town Clerk's Office at the time the bid is submitted.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Street Address

\_\_\_\_\_  
City/Town/State

\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX A**

Site plans for this bid may be found in Appendix A

## **APPENDIX B**

Construction documents for this bid may be found in Appendix B

## **APPENDIX C**

Federal Construction Contract Provisions may be found in Appendix C

## **APPENDIX D**

The most recent Davis-Bacon Act Wage Rates may be found in Appendix D

## **APPENDIX E**

Alt 7 Walkway Sketch may be found in Appendix E

# **BID SHEET**

## **LANGWORTHY FIELD IMPROVEMENTS PHASE II**

Manufacturer's warranties and guarantees to be included in bid proposal.

**Price for the completion of all  
Langworthy Field Improvements  
(Phase II), as specified within:**

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

**Any Additional Fees:**

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

**TOTAL BID PRICE:**

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

**The deadline for completion of all specifications for Phase II of the Langworthy Field Improvement Project is December 31, 2019.**

**In the event that Phase II of the Langworthy Field Improvement Project is not completed to the satisfaction of the Town prior to December 31, 2019, the Contractor shall provide to the Town five hundred dollars (\$500.00), per day, in the form of liquidated damages, for each day in which the work remains uncompleted to the Town's satisfaction after the dates stipulated in the bid documents.**

**PROPOSAL BY:**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/Town) (State) (Zip)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LANGWORTHY FIELD IMPROVEMENTS (PHASE II)**

The Town has considered the bid submitted by you, dated \_\_\_\_\_, for the above-referenced purchase in response to its Request for Proposals (RFP).

You are hereby notified that your bid has been accepted in the amount(s) shown on the Bid Sheet.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**TOWN OF HOPKINTON, RHODE ISLAND**

BY: \_\_\_\_\_  
William A. McGarry  
Town Manager

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**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

**NOTICE TO PROCEED**

TO:- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**LANGWORTHY FIELD IMPROVEMENTS (PHASE II)**

You are hereby notified to commence WORK on or after \_\_\_\_\_.

**TOWN OF HOPKINTON, RHODE ISLAND**

BY: \_\_\_\_\_

William A. McGarry  
Town Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

# **ANTI-COLLUSION CERTIFICATE FOR CONTRACT**

**(Sworn Affidavit)**

The successful bidder shall complete an Anti-Collusion Certificate within fifteen (15) days after the Hopkinton Town Council awards the bid.

Title 23, United States Code, Section 112 requires, as a condition precedent to approval by the Town Manager, that there shall be filed a sworn statement executed by, on behalf of the person, firm, association or corporation that they have not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to by the **successful bidder** before a person who is authorized by the laws of this state to administer oaths.

## **THE SUCCESSFUL BIDDER MUST COMPLETE THIS CERTIFICATION STATEMENT**

County of \_\_\_\_\_,

I, \_\_\_\_\_ (name of party signing affidavit) \_\_\_\_\_ (title),

being duly sworn, do depose and say : On behalf of \_\_\_\_\_ (name of contractor),

of \_\_\_\_\_ (address)

that said contractor has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding.

**Printed Name of Contractor:** \_\_\_\_\_

**Signature of Contractor:** \_\_\_\_\_

**Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

**Signature and Seal of Notary Public** \_\_\_\_\_

**My commission expires:** \_\_\_\_\_

## **EXPERIENCE OF CONTRACTOR**

The following experience sheet shall be completed by bidders or they may substitute their own Experience Sheet with their bid documents. Any bid submitted without a fully completed Experience Sheet will be rejected.

Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
Yes/No

If so, please explain the reasons:

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What three (4) similar projects has your company completed within the last five (5) years?

<u><b>Class of Work Engineer/</b></u>	<u><b>Contract Amount</b></u>	<u><b>When Completed</b></u>	<u><b>Name &amp; Address of Owner</b></u>
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1.

2.

3.

4.

The Town of Hopkinton, RI is currently seeking sealed bids for:

**LANGWORTHY FIELD IMPROVEMENTS**  
**PHASE II**

The Town of Hopkinton is seeking bids from qualified contractors for physical improvements to the Langworthy Field Recreation area. The bid documents and work specifications may be accessed on the Town website: [www.hopkintonri.org](http://www.hopkintonri.org) as of Monday, April 8, 2019.

A pre-bid meeting will be held beginning at Town Hall, 1 Town House Road, Hopkinton, RI on Monday, April 15, 2019, at 10:00 a.m., concluding with a site inspection of Langworthy Field on Locustville Road.

Contractors are advised that this is a Prevailing Wage Rate (Davis-Bacon) project. The successful bidder MUST submit Weekly Certified Payroll Reports, using applicable FEDERAL forms (this work is funded through the federal Community Development Block Grant program). The current wage rate decision is attached to the bid documents. The rates will be checked 10 days before bid due date of Thursday, April 25, 2019 and, if modified, the new rates will apply. Further, the provisions of Section 3, the hiring of low to moderate income persons, particularly from the project area, also are encouraged in this project.

The Town of Hopkinton reserves the right to reject any or all bids. Bids are due by 3:00 p.m. local time on Thursday, April 25, 2019, in the Town Clerk's Office at Hopkinton Town Hall, 1 Town House Road, Hopkinton, RI 02833. At 3:15 p.m., they will be opened and read aloud. Any bid received after this date and time will be returned unopened.