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INSTRUCTIONS TO BIDDERS

1.1 THE OFFERING

- A. The City of Central Falls Rhode Island, through the Central Falls School District ("Awarding Authority," "City") seeks qualified contractors ("Respondent") for the Project "Calcutt Middle School - FEI" ("Site"), located at the 112 Washington Street, Central Falls, RI.
1. The Work includes sitework, selective demolition, general construction, renovation work, and temporary facilities and controls to protect the existing building. The Owner intends to award a single stipulated sum Contract for performance of all Work required by the Contract Documents.
 2. Respondents may only propose to complete the project in its entirety; segregated bids will not be accepted.

1.2 DESCRIPTION OF WORK

- A. The project involves the following scope and as may be additionally indicated on the Drawings, dated May 20, 2022.
1. Main Entrance:
 - a. Update the existing hardscaping/landscaping.
 - b. Remove and replace the existing guardrails and railings at the concrete stairs and ramps with new compliant painted steel rails.
 - c. Repair damage to the concrete ramp/stairs
 - d. Provide lighted canopy at front door
 - e. Whitewash face of brick.
 - f. Provide corrugated perforated metal panel with silk screening for custom graphic.
 - g. Back-lit aluminum building name lettering.
 - h. Paint existing metal entrance doors and frame.
 2. Main Entrance Lobby:
 - a. Repaint CMU and GWB walls.
 - b. Provide vinyl graphics adhered to CMU wall
 3. Secondary (Bus/Stair B) Entrance:
 - a. Provide corrugated perforated metal panels over existing brick façade with silk screening for custom graphic.
 - b. Provide post mounted corrugated perforated metal screening at existing emergency generator.
 - c. Provide aluminum signage of school log attached to metal panels.
 - d. Provide lighting to underside of existing exterior soffit.
 - e. Provide new metal panel plank for underside of existing exterior soffit.
 4. Secondary (Bus/Stair B) Entrance Lobby:
 - a. Repaint walls and soffits as indicated.
 - b. Provide vinyl graphic adhered to concrete masonry wall

- c. Provide rubber treads/risers/landing
 - d. Provide compliant painted steel railing to existing guardrail
 - e. Repaint guardrails, railings, stringers, and underside of stair.
 - f. Re-secure existing wall-mounted handrail to masonry wall
 - g. Replace all door hardware at all doors on the first and second floors that connect into Stair B. Salvage existing hardware and deliver to Owner.
 - h. Provide wayfinding signage.
 - i. Patch existing ACT ceilings and lighting where disturbed by the Work.
5. Science Classroom:
- a. Demolish and remove the following where indicated:
 - 1) Casework
 - 2) Sink
 - 3) Unit ventilators
 - 4) Emergency eyewash/shower
 - b. Patch exterior wall/curtainwalls at wall penetration where existing unit ventilators are removed.
 - c. Remove abandoned utilities and services, and cap. Provide new utilities, services, sink and sink accessories.
 - d. Provide modular metal casework, epoxy countertops, and goggle cabinet.
 - e. Paint all walls
 - f. Patch existing concrete deck/floor at removed services and prepare substrates for new flooring.
 - g. Provide ceilings, flooring and rubber wall base.
 - h. Remove existing lighting and re-install in new ceilings.
 - i. Provide stainless steel plant holder shelving at exterior windows with grow lighting
 - j. Provide recessed eyewash station.
 - k. Provide signage
 - l. Provide fire extinguisher cabinets and fire blanket cabinet.
 - m. Provide multi-zone heat pump (see HVAC narrative)
 - n. Provide wood stools at all window locations.
6. Library Media Center:
- a. Provide vinyl graphics adhered to concrete masonry wall.
 - b. Repaint all wall and soffit surfaces in the lobby outside of the Media Center entrance.
 - c. Replace and provide new doors and hardware as scheduled.
 - 1) Replace hardware at existing doors to remain within media center. Salvage hardware and deliver to Owner.
 - d. Repaint all walls and soffits in media center and adjacent storage room and small group room.
 - e. Provide framed operable glass wall between main media center and maker space.

- f. Provide ceilings, including specialty dropped ceilings and lighting.
 - 1) Remove designated existing lighting scheduled to remain and reinstall in new ceilings. Existing lighting to remain in situ, where located in areas where ceilings are not being replaced.
 - g. Provide multi-zone heat pump (see HVAC narrative)
 - h. Prepare substrates and provide flooring and resilient wall base.
 - i. Provide multi-media area pipe grid below ACT ceiling (green screen zone)
 - 1) Provide multi-media lighting and power at pipe grid
 - 2) Provide pre-molded green screen system.
 - j. Remove existing and provide aluminum framed exterior windows at library media center.
 - k. Provide wood stools at all window locations.
 - l. Patch exterior wall/curtainwalls at wall penetrations where existing unit ventilators are scheduled to be removed.
7. General Upgrades:
- a. Selective demolition, and cutting and patching as required by the Work.
 - b. Provide Wayfinding signage.
 - c. Provide Environmental Graphics.
8. All work will be completed in a workmanlike manner, subject to inspection and approval by the City. No bid shall include elements beyond the scope of work identified.
- B. Type of Bid: Stipulated Sum.
- C. Availability of Documents: Copies of the bid documents may be downloaded from the City Hall website starting May 23, 2022.
- D. Time of Completion: The Project shall be Substantially Completed by **August 19, 2022**.
- E. Performance and Payment Bonds: A one hundred percent (100%) Performance Bond and a one hundred percent (100%) Labor and Materials Payment Bond will be required from the successful bidder.
- 1. Bonding Firms and Insurers providing required bonds and insurance shall be,
 - a. Licensed to do business in the state of Rhode Island,
 - b. Rated in current edition Best's Insurance Guide and,
 - c. Approved by Owner before work is begun.
 - 2. Contractor's failure to provide required bonds and Certificates of Insurance in accordance with Contract Documents and acceptable to Owner will be considered a contract violation.
 - a. Attorneys in fact signing Bid or Contract Bonds shall file with said bond(s) a certified copy of their Power of Attorney to sign said bond(s).
- F. Wage Requirements: Prospective bidders are hereby informed that this Contract in accordance with Rhode Island General Law 37-13, and Rhode Island Department of Labor, will be subject to Federal Davis- Bacon Act Wage Rates. Contractors must refer to the applicable Davis Bacon Wage Determination rate schedule bound

herewith. The prevailing wage rates to be applied are those that are effective as of the date of the awarding of the contract to the General Contractor. Contractors must also adjust employees' hourly wage rates (if applicable) every July 1st, in accordance with any updated Davis Bacon Wage Determination rates. All contractors and subcontractors will be subject to and monitored for conformance with the Federal Prevailing Wage Rates. Prevailing wage rates are included in the Contract Documents as well as available online at <https://sam.gov/content/wage-determinations>

1. Trainee Provisions shall not apply to this Contract. The training hour requirement is zero, and the goal is zero.

1.3 PERMITS, FEES AND TAXES

- A. Building Permits and Fees: Permits are required for the commencing and completion of the work.
- B. Rhode Island Sales Tax: 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 1, as amended.
- C. Federal Excise Taxes: The City is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

1.4 EXAMINATION AND PROCUREMENT OF DOCUMENTS:

- A. Hard copies of plans, specifications, and all other bidding documents for the above-named project can be examined in the Office of the City of Central Falls Purchasing Department, City Hall, 580 Broad Street, Central Falls, RI, 02863 between the hours of 9:00 a.m. and 3:00 p.m.. Digital (.pdf) copies of the documents may be downloaded through the City of Central Falls website, www.centralfallsri.us, by following the "Invitations to Bid" link on the home page. Full documents will be available to all bidders. Any Bidder or concerned parties who need further assistance in locating or retrieving the documents may contact the City's Purchasing Agent, Jahaira Rodriguez, at (401) 727-7400 or zrodrigues@centralfallsri.us for assistance. Arrangements for hard copies of bidding documentation can also be made by contacting the City's Purchasing Agent. Documents will be available at bidder's cost of printing as a means of assuring that all appropriate materials are provided.
- B. Site Examination / Pre-bid Conference: **Calcutt Middle School** (located at 112 Washington Street, Central Falls, RI) on Wednesday, **May 25, 2022** at 3:00 PM.
 1. Purpose:
 - a. Assist Bidders in understanding the intent of the Bidding Documents,
 - b. Review with the Architect/Engineer ambiguities, inconsistencies, errors or omissions discovered in the Bidding Documents,
 - c. Provide for identification and discussion of potential problems that may arise during the administration of any subsequent contract,
 - d. Provide an opportunity for an examination of the existing structure to the extent reasonably discoverable by nondestructive means,
 - e. Permit bidders an opportunity to visit the site for determining extent of work, and quantities of materials required for the Work

2. Attendance:
 - a. General Contract Bidders are strongly encouraged to attend.
 - b. All potential subcontractors, sub-subcontractors, and product vendors are openly invited to attend the Pre-bid Conference, attendance is not mandatory.
 - c. Random visits to the site and any contact with building staff or students by potential bidders is strictly prohibited.

1.5 INSTRUCTIONS TO BIDDERS AND SUBMISSION OF BIDS

- A. Respondents to this request for bids must submit their proposals no later than specified date and time. An official authorized to bind the Respondent to the provisions of its response must sign the Response Form. The City will review all responses and reserves the right to accept or reject any and all responses.
 1. **All bids must be received by 3:30 PM. in the Office of the City Clerk on Thursday, June 9, 2022. NO BIDS WILL BE ACCEPTED AFTER 3:30 PM.**
- B. Sealed bids will be accepted in the office of the City Clerk to the attention of Jahaira Rodriguez, City Hall, Central Falls, Rhode Island, until the time indicated, for the commodities, equipment or services listed in the specifications, and will be then **publicly opened and read aloud at 4:45 PM on June 9, 2022.**
- C. Bid must be submitted in a sealed envelope and addressed to:

City of Central Falls
Jahaira Rodriguez
City Clerk
580 Broad St.
Central Falls, RI 02863

 1. Lower left corner of envelope must contain the following identification:

“SEALED BID, Calcutt Middle School: Facility Equity Initiative Projects”.
- D. Bids received prior to the time 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.
- E. Any deviation from the specifications must be noted in writing and attached as a part of the bid. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.
- F. 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.
- G. Any bidder may withdraw their bid by written request at any time prior to the advertised time for opening. Telephone bids, amendments, or withdrawals will not be accepted.
- H. No Bidder shall modify, withdraw or cancel his proposal or any part thereof for a period of sixty (60) calendar days after date for receipt of proposals.

1.6 BIDDER'S CONTENT

- A. Bids shall be submitted as two hardcopies and one electronic copy on a USB stick.

- B. All bids shall include the following content:
1. Cover letter: The cover letter should introduce the Respondent and address their interest for the project. The cover letter should include a narrative describing the contractor: the type of services provided, the location of its operations, the number and location of employees, etc. The cover letter should describe major upcoming projects and likely availability to complete additional projects in the next six (6) months.
 2. Bid Form: Bidders shall completely fill-in the Bid Form bound herewith. Modify Bid form only as specified by Written Addendum.
 - a. All blank spaces on Bid Form shall be filled in; numbers shall be stated in both writing and numerals.
 - b. Bidders shall acknowledge all alternates, allowances and addenda where indicated on the Bid Form.
 - c. Proposals shall include cost breakdowns and all attachments indicated on the sample Bid Form and as required in these Instructions to Bidders.
 - d. Proposals shall be completed without interlineation, alterations or erasures.
 - e. Completed Proposals shall be signed with legal signature of Bidder.
 3. Bid Security: Bid proposals shall be accompanied by a bid security deposit. Bids are to be secured for a period of thirty (60) days following the closing date for receiving Bids, in the amount of five percent (5%). Bid security may be provided by any of the following: Bid Bond, Treasurer's Check, or Certified check, made payable to "City of Central Falls". Cash and company checks are not acceptable
 4. Bonding Eligibility Notarized assurance of Bidder's bonding eligibility for Performance and Payment Bonds, written on surety company's own letterhead.
 5. Contractor's Qualification Statement (AIA FORM A305), which is in addition to the cover letter described above.

1.7 BIDDERS REPRESENTATIONS

- A. The Bidder by making a Proposal represents the following:
1. The Bidder has read and understands the Bidding Documents and the Bid is made in accordance with them.
 2. The Bidder has visited the site, become familiar with location conditions under which the Work is to be performed and has carefully examined the Bidding Documents, together with all Addenda issued, received and acknowledged below, and familiarized himself or herself with the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and other conditions which may affect the cost, progress or performance of Work.
 3. The Bid is based upon the materials, equipment and systems required by the Bid Documents without exceptions.
 4. The Bidder acknowledges that his or her failure to acquaint himself or herself with the existing conditions and Contract Documents shall in no way relieve the Bidder from any obligations with respect to his or her bid.

1.8 QUALIFICATIONS OF BIDDERS

- A. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the City with all such information and data for the purpose as may be requested.

1.9 INDEMNIFICATION AND HOLD HARMLESS

- A. Any Questions and Responses will be included in an Addendum to be issued on Thursday, June 2nd.
- B. No interpretation on the meaning of the plans, specifications or other contract document will be made to any bidder orally. Every request for such interpretations should be in writing addressed to **Ai3 Architects, Inc., 526 Boston Post Road, Wayland, MA 01778** and to be given consideration must be received prior to 5:00pm on Tuesday, May 31st.

1.10 PROPERTY LOST, DAMAGED OR DESTROYED

- A. Any property or work to be provided by bidder will remain at the bidder's risk until written acceptance by the City of Central Falls and the bidder will replace, at bidder's expense, all property or work lost, damaged or destroyed by any cause whatsoever.

1.11 EVIDENCE OF INSURANCE

- A. A policy of auto, general liability and property damage insurance shall be attached hereto, covering any and all work performed under a contract between the City and bidder, naming the City and the State of Rhode Island as an additional insured shall be made part of any contract between the City and bidder in an amount of not less than \$1,000,000 for projects in excess of \$500,000. A policy of professional liability or errors and omissions insurance covering any and all work performed under any contract between the City and bidder naming said bidder shall be attached hereto. A copy of workers compensation insurance policy shall be attached, if required by Rhode Island law for this bid and covering all work to be performed under any contract between the City and bidder naming the bidder as insured shall be attached hereto. The City, upon award of bid, will request verification from the insurance company to ensure that the agent has properly notified the company and that coverage has been bound.

1.12 DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL

- A. The bidder shall include a plan for meeting the goal that a minimum of 10% of the value of the bid will be completed by State-of-Rhode-Island-certified Disadvantaged Business Enterprises (DBE's). The successful bidder must indicate the DBE's it intends to utilize to achieve the above-stated percentage prior to award of the contract.

1.13 GENERAL CONDITIONS, TERMS AND LIMITATIONS

- A. The issuance of this request for bids, the submission of a response by any Respondent, or acceptance of such response by the City do not individually or collectively obligate the City in any manner. The City reserves the right (1) to amend, modify, or withdraw this request for bids, (2) to revise any requirements of the request for bids, (3) to require supplemental statements or information from any

Respondent, (4) to accept or reject any or all responses, (5) to extend the deadline for submission of responses, (6) to negotiate or hold discussions with any Respondent and to waive defects and allow corrections of deficient responses, and (7) to cancel this request for bids, in whole or in part, if the City deems it in their best interest to do so. The City may exercise these rights at any time without notice and without liability to any Respondent for their expenses incurred in the preparation of the responses. The City does not assume any liability for any pre-contractual activity and/or costs incurred by the Respondents to this request for bids and reserves all its rights in law and equity with respect to this request for bids.

- B. All submissions become the property of the City. The City shall be entitled to retain and use for the project without compensation to any Respondent any information submitted, including, but not limited to, any concept, element or idea (including financial structures) disclosed in or evident in the submission or meetings or interviews with Respondents. The City believes the information in this request for bids is accurate, but the City makes no warranties to such accuracy and assumes no responsibility for errors or omissions contained herein.
- C. The City shall be the sole decision maker of whether a response complies with the requirements of the request for bids and whether responses have merit. Nothing contained in this request for bids shall limit the City in its selection of entities to be invited to respond to future solicitations for this project or future projects, nor limit the City's discretion in any way in formulating and adopting a development plan for the site. Submission of a response to this request for bids by any Respondent constitutes Respondent's permission and consent to inquiries by the City concerning the Respondent and its ability to undertake the development project, including checking references, credit checks, and similar investigations.
- D. It is the policy of the City to comply with all municipal, state and federal laws, policies, orders, rules and regulations, which prohibit unlawful discrimination.

End of Document