

## **SPECIAL INSTRUCTIONS TO BIDDERS PARKING LOT PROJECT**

### **SECTION ONE TIME OF OPENING BIDS**

- 1.1** Sealed bids or proposals for constructing the work named on the cover and title pages thereof will be received at the office of the Kingston Fire District located at 35 Bills Road, Kingston, RI 02881 (mailing address: P.O. Box 284, Kingston, RI 02881) until 11:00 A.M., Tuesday, July 26, 2011 at which time and place they will be publicly opened and read aloud for the information of the bidders and other properly interested parties who may be present, either in person or by representative.
  
- 1.2** Documents incorrectly addressed or misdirected to other locations other than the Kingston Fire District, and are not present at the time of bid opening for whatever cause will be deemed late and will not be considered. Postmarks will not be considered proof of timely submission. Bids received after the deadline will be rejected and returned to the bidder, unopened.
  
- 1.3** A **pre-bid conference** will not be held. Specific instructions for the Scope of Work are attached hereto as Addendum #1. Interested parties that would like to view the site may contact the District Office, 401.783.6830, to set up a time, mutually convenient, to do so.

### **SECTION TWO TIME OF AWARDING THE BID**

- 2.1** After the bids have been opened and read, they will be taken under advisement and the award of the contract, if awarded, will be made within thirty (30) days from the date set for the receipt of bids. The proposed date for award is set for Thursday, July 28, 2011 at 6:30 P.M., at the Kingston Fire District, Administrative Office.

### **SECTION THREE PREPARATION OF BIDS**

- 3.1** Bids shall be submitted with an original and five (5) copies. Strict compliance with the requirements of the Notice to Bidders and these instructions is necessary. **Bids not submitted in accordance with these specifications will be automatically rejected.**

- 3.2 Each bid must give the full business address of the bidder and be signed by the bidder with the bidder’s usual signature. Bids by partnerships must furnish the full name of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and the title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and then by the signature and title of the person(s) authorized to bind the corporation in the matter. Bids by limited liability companies must be signed with the legal name of the limited liability company, followed by the name of the state of organization of the company and then by the signature and title of the person(s) authorized to bind the limited liability company in the matter. The name of the person signing shall also be printed or typed below the signature. A bid by a person who affixes to his or her signature, the words “president”, “secretary”, or “agent”, or other title without disclosing his or her principal, may be held to be the bid of the individual signing.
- 3.3 Each bid must also show evidence of the authority of the officer signing on behalf of a partnership, corporation, Limited Liability Company or other statutory business entity.
- 3.4 Bids must be enclosed in a **sealed envelope** bearing the name and address of the bidder, addressed as follows:

<p><b>Mailing:</b>          Parking Lot Project          Kingston Fire District          P.O. Box 284          Kingston, RI 02881</p>	<p><b>Hand Delivery or Alternate Overnight Delivery:</b>          Parking Lot Project          Kingston Fire District          35 Bills Road          Kingston, RI 02881</p>
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- 3.5 Each bid proposal shall contain detailed specifications of work to be performed. Bidders will state, both in writing and in figures, the proposed price for each separate item of the work called for in Addendum #1, attached hereto and made part hereof, by which prices and bids will be compared. **Specifications must be in the same sequence as Addendum #1.** If any price is omitted, the blank may be filled with the lowest price named by any bidder for that item, or the bid may be rejected.
- 3.6 The Kingston Fire District reserves the right to waive, at its discretion, minor informalities in any bid proposal.

**SECTIN FOUR  
 QUALIFICATIONS OF BIDDER**

- 4.1 A qualified bidder shall be a licensed, insured, contractor in the State of Rhode Island who has a proven track record in the work requested herein.

**4.2** Qualified bidders being considered must submit the following with bid proposal;

**4.2.1** Evidence that previous work done by the bidder, similar to that called for in this contract was carried forward and completed in a manner entirely satisfactory to those under whose supervision the work was performed. This is to include a list of such work with, at least three (3) names of owners for whom the same was performed and the engineers and architects, if applicable, who supervised the same, with dates.

**4.2.2** A brief description of the plant and general methods proposed for carrying on the work, indicating therein whether the plant and equipment is owned by or to be hired by the bidder.

**4.2.3** A sworn statement in form satisfactory to the Kingston Fire District as to financial condition as of January 1<sup>st</sup> of the current year, together with a sworn copy of the latest balance sheet and a bank reference.

**4.2.4** A statement from a bonding company made after bids have been opened and reviewed that it is willing to execute a bond for the bidder in the amount required herein.

## **SECTION FIVE INTERPRETATION OF THE BID SPECIFICATIONS**

**5.1** No oral interpretations will be made to any bidder as to the meaning of the specifications or other documents. Every request for such interpretations thereafter shall be made in writing. Every interpretation made to a bidder will be in the form of an addendum to the specifications and shall be sent as promptly as practicable to all persons who have been registered as receiving a bid packet. It is the responsibility of each bidder to register his name, address, and phone number with the Kingston Fire District Office.

## **SECTION SIX INSURANCE AND PERMITS**

**6.1** The contractor shall, before beginning work under this contract, file with the Kingston Fire District, copies of a certificate or certificates, by an acceptable insurance company, or companies, that the various forms of insurance required have been provided in the stipulated amounts. The Kingston Fire District and the University of Rhode Island shall be listed as additional insured.

**6.2** The contractor shall obtain and provide proof to the Kingston Fire District, all necessary permits with the Town of South Kingstown to perform the work herein.

**SECTION SEVEN  
PURCHASE PRICE AND PAYMENT TERMS**

- 7.1 Bidders shall compute pricing less Federal and State taxes.
- 7.2 The bid must contain payment terms and discounts, if available.
- 7.3 ALL requests for payments, whether partial, full, interim or final must be approved by the Board of Wardens of the Kingston Fire District, which meets once a month. Upon approval, the request is then forwarded to the District treasurer for payment. Bidders may obtain the list of regularly scheduled Wardens' Meetings from the District Administrative Office.

**SECTION EIGHT  
SUBMISSION OF INFORMATION CONCERNING WARRANTIES AND PARTS**

- 8.1 Bids must contain a statement that describes the type, scope, and length of any and all warranties provided by the manufacturer.

**SECTION NINE  
ADDITIONAL SPECIFICATIONS FOR PARKING LOT PROJECT**

- 9.1 **Compaction Equipment:** All compaction equipment used on the project for obtaining the required density of the HMA pavement shall be self propelled vibratory, steel wheel or pneumatic tire type capable of obtaining the 92 to 96 percent of the maximum theoretical density without crushing the **aggregate**. They shall be in good condition and capable of operating at slow speeds to avoid displacement and tearing of the HMA mixture. Vibratory rollers shall be equipped with separate energy and propulsion controls. The number, type and weight (10 ton min.) of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition. The use of equipment, which causes excessive crushing of the aggregate, will not be permitted.
- 9.2 **Underground Pipes, Objects:** The indications on plans or in other contract or bidding documents of pipes, ducts, soils, water and other underground objects and conditions are supposed to be approximately correct, so far as the knowledge of the engineers preparing such plans, etc., extend. However, the Kingston Fire District, does not warrant nor represent the plot to be either approximately correct or complete; and it is expressly understood that no bidder or contractor shall have any claim or right of action against the Kingston Fire District or any person or party acting for or with it, in the event that the indications or plans or other contract bidding documents of underground object, soils, water or other conditions are not found to be even approximately correct or complete. Each bidder must make such investigations as he, they or it deem necessary to form his, their or its own opinion of the materials and obstacles involved.

- 9.3 Examination of Ground:** Bidders must satisfy themselves, by personal examination of the location of the proposed work, and by such other means as they may prefer as to the actual conditions and requirements of the work, and inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and this contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor and a minimum of inconvenience and injury to other persons and property.

**SECTION TEN  
AFFIDAVIT OF NON-COLLUSION**

- 10.1** A Bid Affidavit, Statement of Non-Collusion, shall accompany each bid proposal.

**SECTION ELEVEN  
STATEMENT OF TIME PERFORMANCE**

- 11.1** The contractor to whom this contract may be awarded will be required to commence work on the ground within five days after the proper date of a letter from the Kingston Fire District notifying the contractor to begin work. This letter may, at the option of the Kingston Fire District be sent any time after the award of the contract and even prior to the formal signing of the contract document and surety bond.
- 11.2** When not otherwise specified, contractor to whom this contract may be awarded must state the least number of calendar days, counting Sundays and Holidays, after date of receipt of the notice to proceed, in which bidder will commence performance, and the number of calendar days, including Sundays and Holidays, after such receipt in which contractor will complete the work. In stating time, contractor should make due allowance for probable difficulties that may be encountered.
- 11.3** The contractor shall begin work within the time stated above and shall prosecute the work diligently thereafter the complete all the work contemplated by this contract, except maintenance and the restoration of permanent hard surfaces on roadways.

**SECTION TWELVE  
BID SECURITY**

- 12.1 Bidding Check or Bid Bond:** Each proposal must be accompanied by either a certified check or a bid bond for not less than 5% of the total bid made payable to the Kingston Fire District, said check to be returned on written request to the bidder or bond released by the Kingston Fire District after the contract has been awarded and executed unless forfeited as hereinafter stipulated. No bid will be considered which is not accompanied by such check or bond.

**12.2 Performance, Labor and Materials Bond, Execution of Contract:** The person or persons to whom the contract shall be awarded must file a performance and labor materials bonds and execute said contract in triplicate within ten (10) days from the date of notification of such award, and in case of failure or neglect to do so, the Town may determine that the bidder has abandoned the contract, and thereupon the proposal and acceptance shall be null and void, and, at the Kingston Fire District's option, the amount of the check or bond accompanying the proposal shall be forfeited to the District or shall be returned to the bidder in whole or in part.

The performance and labor materials bonds furnished must each be in the sum of the full amount of the Bid and/or Contract Price in favor of the Kingston Fire District. A financially strong surety company licensed to do business in the State of Rhode Island and approved by the District, as Surety, for the faithful performance of the contract and payment of labor materials shall execute the bonds. The bonds shall remain in full force and effect until the completion of the contract, including the guarantee or warranty periods stipulated in the Contract Documents and/or Agreements or until the final acceptance by the Kingston Fire District. The contractor shall pay the premiums for such Bonds

**SECTION THIRTEEN  
WITHDRAWAL OF BIDS**

**13.1** Bids may be withdrawn by written request if received by the District prior to Bid opening. Negligence on the part of the bidder confers no right for the withdrawal of the bid after it has been opened.

**13.2** Bids properly withdrawn prior to bid opening shall be returned to the bidder unopened.

**SECTION FOURTEEN  
RIGHT TO REJECT**

**15.1** The Kingston Fire District reserves the right to reject any and all bids, to waive any informalities, or to accept any bid presented which meets or exceeds these specifications and which it deems to be in the best interest of the Kingston Fire District.

**15.2** A bid may be rejected for any of the following reasons:

**15.2.1** If the bid proposal is incomplete, conditional or obscure, or if it contains additions not called for, erasures, alterations, obvious errors or irregularities of any kind, or if it does not conform in every respect to the requirements stated in these Instructions for Bidders and Addendum #1. The Kingston Fire District, however, may waive minor informalities.

- 15.2.2** If the Kingston District should be of the opinion that it was prepared without adequate care or knowledge of the conditions relative to the work or under a misunderstanding of the requirements of the Kingston Fire District, or if it is work other than that on the Addendum #1 or as specified.
- 15.2.3** If the Contractor fails to furnish information promptly as required herein.
- 15.2.4** If the bidder cannot show that he has the necessary capital and experience, and owns, controls or can procure the necessary plant to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or time specified; and that he is not already obligated for performance of other work which would delay the commencement, prosecution or completion of this work.

## **SECTION SIXTEEN GENERAL INFORMATION**

- 16.1 Oral Statements Not Binding:** The bid proposals submitted for this project must be based upon the test of these Instructions for Bidders and Addendum #1, the proposed form of Contract, Specifications, and Performance Bond and the plans and details named herein, and no oral or informal statement or representation by any representative or employee of the Kingston Fire District shall be considered an amendment to, or waiver of, any statement in, or requirement of, such bidding or proposed contract documents, and no claim or right of action shall accrue in favor of any bidder or any one claiming under any bidder as a result of or founded on such oral or informal statements or representations.
- 16.2 Address of Contractor.** Each bidder shall indicate in his bid proposal the address to which all notices, letters or other communications may be sent. This address may be changed only by proper delivery to the Kingston Fire District of written notice of such change, signed by the contractor. This shall be deemed sufficient for any notice or service on the part of the District in connection with the contract or any part thereof.
- 16.3 Balanced Bidding:** The work has been divided into items in order to enable the bidder to bid for the different portions of the work in accordance with his estimate of their costs. Bidders are especially cautioned not to submit bids that are unbalanced. If, in the opinion of the Kingston Fire District, an unbalanced bid is submitted it may be sufficient cause for the rejection by the District of the entire bid; or it may result in loss to the contractor if certain portions of the work are increased or decreased as provided in the contract.

- 16.4 Contents of Contract:** The Bid Proposal, the Special Instructions to Bidders, Addendum #1 and the Bond, and any and all additions, which may be inserted or attached to any or all of the sections, as listed above are made a part of this Contract.
- 16.5 Equal Employment Opportunity:** The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Department of Labor relative to equal employment opportunity.
- 16.6 Prevailing Wage Rates:** The contractor shall comply with minimum wage rates as prescribed by the Rhode Island Department of Labor Laws (referenced General Laws of Rhode Island, Revised 1956, Chapter 37-12 and Chapter 37-13, as amended).

The following web sites are available for information:

Davis-Bacon Wage Determination Reference Materials:

[www.purchasing.ri.gov/RIVIP/Davis-Bacon.asp](http://www.purchasing.ri.gov/RIVIP/Davis-Bacon.asp)

RI Department of Labor and Training Prevailing Wage:

[www.dlt.ri.gov/pw/](http://www.dlt.ri.gov/pw/)

Prevailing Wage Tables:

GENERAL DECISION: Washington County, Highway RI20100001 latest

[www.gpo.gov/davisbacon/allstates.html](http://www.gpo.gov/davisbacon/allstates.html)

Certified payrolls required.

Date: June 30, 2011

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Chief Nathan Barrington  
Kingston Fire District