

REQUEST FOR PROPOSALS

PROJECT: North Kingstown Town Hall – Addition and Renovation
80 Boston Neck Road – North Kingstown, RI

OWNER: Town of North Kingstown Rhode Island
100 Fairway Drive
North Kingstown, RI 02852

ARCHITECT: DBVW Architects, Inc.
111 Chestnut Street
Providence, Rhode Island 02903

1. Bid Invitation: General Contractors are invited to submit an offer under seal to the Town of North Kingstown Purchaser for construction of the above project. Bids shall be submitted in accordance with the Solicitation.

- a. This invitation to bid is for the work as described in the Contract Documents.
- b. The Documents are available electronically by contacting **Kristine Kinder, Purchasing/Finance** at: (401) 294-3331 or kkinder@northkingstown.org

2. Virtual Pre-Bid Conference: A non-mandatory virtual pre-bid conference will be held on **Thursday January 28, 2021 at 10am** via Zoom for a general project overview and a “virtual tour” the existing historic facility at 80 Boston Neck Road. Join Zoom Meeting:

<https://us02web.zoom.us/j/83018544487?pwd=WElyTjJIR1ZXd0hnTUZsZEJVbmwxUT09>

- a. Attendance is highly recommended.
- b. In person walk throughs of the facility may be scheduled by contacting: Adam White, DPW Director at (401) 268-1500, Ext. 600 or awhite@northkingstown.org

3. Request for Information: Requests during the Bid Period will be accepted until **Noon local time on Thursday February 11, 2021.**

- a. Requests for information or clarification must be made electronically and sent to the attention of **Kristine Kinder**, email: kkinder@northkingstown.org

4. Addenda: Addenda will be issued electronically. Faxes and hardcopies will not be provided.

- a. It is the responsibility of the prospective bidders to monitor the Town and State website for any subsequent bid addendum.
- b. No addenda will be issued or posted within forty-eight (48) hours of the bid submission deadline.
- c. **IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO MONITOR THE TOWN AND/OR STATE OF RHODE ISLAND PURCHASING WEBSITES FOR ANY SUBSEQUENT BID ADDENDUM. NO ADDENDA WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.**

5. Interpretations: No oral interpretations will be made to any bidder regarding the meaning of the Drawings and Specifications. Every request for interpretation will be made in writing, via email, by the Bidder to the Purchaser. Every interpretation will be issued in the form of a written addendum. All addenda will become part of the Contract Documents. Failure of any bidder to receive such interpretation shall not relieve the firm from any obligation required by addenda.

6. Submission Deadline: Bids are due on **Thursday February 18, 2021 at 10:00 am local time.**

- a. Late submittals will not be considered.
- b. Proposals must be mailed or hand-delivered in a sealed envelope marked as follows:
Marked as:

Town of North Kingstown
RE: Town Hall Addition and Renovations
To: North Kingstown Town Hall
Attention: Purchasing Agent
100 Fairway Drive – North Kingstown, RI 02852

- c. **As of the date of posting, due to Covid-19 restrictions, the Town of North Kingstown Municipal Offices are closed and there will not be a public opening of this bid.** The bid will be opened under dual control by purchasing/finance and a representative of the department requesting the bid. Bid results will be posted on the Town's website by end of day of opening. **Should this change, an addendum will be posted on the Town and State web-sites.**

If delivering the bid package in person, please contact: (401) 294-3331, Ext. 142 to schedule a drop off time.

- 7. Project Description: The project involves abatement of the existing facility, demolition of existing additions, construction of a new two-story addition approximately 2,600 square feet in area, renovations of the original building approximately 5,000 square feet in area, and associated site work and site utilities. The completed facility will serve as the primary council chamber for the town and provide town office space.
 - a. The Work will be executed in a single phase, as sequenced by the General Contractor.
 - i. The intent is to vacate the existing building and site for construction.
 - ii. The Contractor shall provide a detailed construction schedule, to be submitted to the Owner and Architect for review and approval.
 - b. The entire project shall reach **Substantial Completion** no later than 365 calendar days (12 months) after Notice of Award.
 - c. Final Completion shall within sixty (60) calendar days after Substantial Completion.
 - d. All parking, storage and logistic items for construction will be confined to the existing site.
- 8. Discrepancies: The Drawings and Specifications have been designed to be supportive of each other. Should any discrepancies be discovered, the Purchaser shall be notified, and clarification requested in writing upon discovery of said discrepancy. Should timing be a factor, then the higher cost and/or better-quality product in the discrepancy shall prevail.
- 9. The Contractor shall meet all the requirements prescribed by the State Labor Laws and regulation, issued by the Rhode Island Department of Labor, pertaining to Public Works projects General Laws of Rhode Island. These laws include, but are not limited to:
 - a. Weekly payment of employees,
 - b. Provisions applicable to Public Works Contracts,
 - c. Payment of Prevailing Wages,
 - d. Posting of Prevailing Wage Rates, and
 - e. Overtime Compensation.

Bid Bond: Bidders are required to provide a bid surety in the form of a bid bond payable to the Town of North Kingstown in an amount not less than five percent (5%) of the bid price. Certified checks will not be accepted in lieu of a Bid Bond.

Performance and Payment Bond:

1. The successful bidder shall furnish a Performance Bond and a Labor and Material/Payment Bond in the amount of one hundred percent (100%) of the Contract price.
2. The cost of such bonds shall be included in the Bid.
3. The surety on such bonds shall be a duly authorized surety company satisfactory to the Owner and authorized to do business in the State of Rhode Island.
4. A commitment letter must be furnished with the sealed Bid.
5. The Contractor shall submit the required bonds to the Owner simultaneously with the delivery of the executed contract.

State Sales Tax Exemption: The project is tax exempt. Bidders, subcontractors, and material suppliers shall not include in their Bids any state sales taxes relative to the performance of the Work.

Permits: A building permit and all other applicable permits are required for this project. The General Contractor shall file for a permit with the Town Building Department and Fire Marshal. Plan review fees have been waived for this Project, but the bid must include State ADA fees.

Prevailing Wages: Work under this Contract will be subject to Prevailing Wage Rates as identified in specification Section 000500 "Prevailing Wage Rates."

Insurance: The Contractor shall carry and continuously maintain until completion of the Contract, insurance in such form as shall protect him performing work covered by this Contract, or the Town of North Kingstown, Design Agent, its employees, agents, and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the above parties and its employees, agents, and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

Miscellaneous: The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase. The Town of North Kingstown reserves the right to award based on cost alone, accept or reject any or all bids, and to act in its best interest. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

1. It is the bidder's responsibility to examine all Drawings, Specifications, and conditions thoroughly and comply fully with Contract Documents and all attached terms and conditions. Bidders must comply with all Federal, State, and Town laws, ordinances, and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
2. All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder.
3. Proposals are irrevocable for a period of not less than sixty (60) calendar days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any bidder object to this condition, the bidder must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
4. All pricing submitted will be firm and fixed unless otherwise indicated herein.
5. The bidder has full responsibility to ensure that the proposal arrives at the stated bid location prior to the deadline set out herein. The Town of North Kingstown assumes no responsibility for delays

caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline shall be returned, unopened, to the bidder.

6. It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work.
7. Bidders are advised that all materials submitted to the Town of North Kingstown for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request once an award has been made.
8. Bidders are responsible for errors and omissions in their proposals. No such error or omission shall diminish the bidder's obligations to the Town of North Kingstown.
9. The Town of North Kingstown reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The Town of North Kingstown also has the right to waive immaterial defects, minor irregularities, and formalities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the Town of North Kingstown upon delivery to the stated bid submission location.