

DOCUMENT 00300

BID FORM

TO: THE TOWN OF NORTH PROVIDENCE
2000 SMITH STREET
NORTH PROVIDENCE, RHODE ISLAND 02911

The undersigned proposes to furnish all labor and materials required for:

PROJECT: NORTH PROVIDENCE HIGH SCHOOL ATHLETIC FIELD
TOILET ROOMS
1828 MINERAL SPRING AVENUE
NORTH PROVIDENCE, RHODE ISLAND 02904

In complete accordance with the Plans and Specifications as prepared by the Architectural Firm of Thomas Lonardo & Associates, 80 Atwood Avenue Cranston, Rhode Island 02920, for the Contract Price specified below, subject to additions and deductions according to the terms of the Specifications.

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

The bidder hereby designates as their office to which such notice of acceptance may be mailed, telegraphed, or delivered:

SUBMITTED BY:

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

NAME.: \_\_\_\_\_

ADDRESS.: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

EMAIL \_\_\_\_\_

In compliance with R.I. General Law, Section 5-65-23 my Rhode Island license number for the work to be performed by this firm as prime contractor is:

RI. LICENSE NO.: \_\_\_\_\_

1. BID

Having examined the Place of the Work and all matters referred to in the "Instructions to Bidders" and in strict accordance and complete compliance with the Project Specification Manual and Construction Drawing Documents entitled NORTH PROVIDENCE HIGH SCHOOL ATHLETIC FIELD TOILET ROOMS and all addenda issued as prepared by Thomas Lonardo & Associates Incorporated Architects, we the undersigned, hereby propose to enter into Contract to perform the Work for the Lump sum Base Bid Price Of:

(Written)

(\$ \_\_\_\_\_)
(Numerical)

Show amount in both words and figures. In case of discrepancy, the amount shown in words will govern.

We have included the required Bid security in compliance with the "Instruction to Bidders" A.I.A. Document A701.

**2. ADDENDA**

The undersigned bidder herewith acknowledges the receipt of the following addenda to the CONTRACT DOCUMENTS. State number of addendum and date received, if none, so state. The noted modifications to the bid have been considered and all costs are included in the Bid Sum. Failure of any Bidder to receive any such addenda shall not relieve any Bidder from any obligation under his Proposal as submitted. Responsibility to verify and obtain all addenda is the responsibility of the General Contractor, Subcontractor and all suppliers.

---

ADDENDUM NO. 1 DATED

---

ADDENDUM NO. 2 DATED

---

ADDENDUM NO. 3 DATED

---

ADDENDUM NO. 4 DATED

**3. BASE BID PRICE**

Base Bid includes all allowances and all work indicated by the drawings and project manual, exclusive of designated alternates which may be added or deleted to the Base Bid at the owner's option. Award of the contract will be determined by the lowest Base Bid Price submitted by a qualified bidder. Bidder Qualification shall be established in this project manual.

Pursuant to and in compliance with the INVITATION TO BID and the INSTRUCTIONS TO BIDDERS and in strict accordance with the project manual and drawings entitled **NORTH PROVIDENCE HIGH SCHOOL ATHLETIC FIELD TOILET ROOMS** relating thereto, the signed bidder hereby states that they have carefully examined the CONTRACT DOCUMENTS as prepared by the Architectural firm of Thomas Lonardo & Associates Architects Inc, 80 Atwood Avenue, Cranston, Rhode Island, and thoroughly understands the provisions, requirements, stipulations, terms and conditions thereof, all of which are acknowledged to be a part of the Bid Proposal.

Further, they have visited and reviewed the proposed project site, become familiar with local conditions and the character and extent of the work; has reviewed any and all areas of demolition, any and all site conditions, has determined the required quality, quantity and sources of supply of all plant, equipment, materials, tools, supplies, labor and all other facilities and items necessary or proper for or incidental to the continuous execution and completion of the work as required; and hereby agrees to perform the Contract in strict accordance and conformance with the CONTRACT DOCUMENTS within the defined time schedule herein set forth.

In addition, they are familiar with the Mandatory Safety and Work Procedures as outlined by the State and Town and to fully guarantee no disruption to the adjacent properties/residences. They do understand the condition requirements for all construction, in addition to providing a fully secure and fenced construction site, has reviewed all Safety, policies as outlined by the Town of North Providence and the State of Rhode Island.

The contractor does understand and agrees to strict conformance of all items as specified within the construction documents, and further agrees that any item deleted by the bidder(s) without written approval by the architect will remain the financial responsibility of the bidder(s).

The successful bidder shall be required to enter into an Agreement with THE TOWN OF NORTH PROVIDENCE via A.I.A. document A101 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, STIPULATED SUM.

The contractor further agrees that, if they are selected as General Contractor, they will, within Ten days,

Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this Bid and furnish a Performance Bond and also a Labor and Material Payment Bond, each of a Surety Company qualified to do business under the laws of the State of Rhode Island and satisfactory to the Awarding Authority and each in the sum of one hundred percent of the contract price, the premiums for which are to be paid by the General Contractor and are included in the contract price.

The contractor further certifies that they can furnish labor, that they can work in harmony with all other elements of labor employed or to be employed in the work within this project and to complete this project on the proposed completion date as further outlined.

**4. ALLOWANCES**

Cash allowances, Inspections and Testing Allowances, Latent Condition and additional item Allowances as established in Document 01020 of this Project Manual and listed herein shall be included in the (Base Bid) Contract Price:

<b>CASH ALLOWANCES</b>		
1.	Testing and Inspections	\$2,000.00
2.	Additional Site Work as may be required or requested.	\$5,000.00
3.	Door Hardware	\$2,000.00
<b>TOTAL AMOUNT TO BE INCLUDED IN CONTRACT BASE BID</b>		<b>\$9,000.00</b>

**5. ACCEPTANCE**

Bidder hereby agrees to commence work under this contract within 10 days after issuance of a written Notice to Proceed or purchase order from the Owner and to fully complete the Project by the date herein stated. Bidder further agrees to pay as liquidated damages, the sum as stated within this bid document for each consecutive calendar day there after the stated date of substantial completion as defined in this document in which the project is not delivered on time and the time indicated by the Contract for which the Owner may **COMPLETELY** occupy the space as hereinafter provided as conditions of the Contract. No exception will be given for long lead items. Delivery for these item(s) should be figured in total calendar days.

If this bid is accepted, we will substantially complete and make ready for total occupancy as herein specified. The project will be completed in all respects as specified above and herein stated, after authorized to proceed. In the event that the project is not completed at the expiration of this period, liquidated damages will be assessed as further stated in this bid document, against the Contractor for each calendar day in excess of the period time allotted.

Anticipated Construction

Start date \_\_\_\_\_

Completed date \_\_\_\_\_

Total Calendar Days \_\_\_\_\_

**6. SUBSTANTIAL COMPLETION**

Time is of the essence. This date is not a flexible date, and therefor has penalties attached should this date not be achieved. Bidder hereby agrees to commence work under this contract upon issuance of a written "Notice To Proceed" by the Owner in the form of an award letter or purchase order. Bidder further agrees to reach Substantial Completion by the date identified below. (Insert your proposed substantial completion date)

\_\_\_\_\_

**7. LIQUIDATED DAMAGES**

In the event of failure to complete this contract on the designated date of substantial completion as stated herein, liquidated damages shall be assessed against the Contractor for each and every calendar day which exceeds the date of substantial completion as defined on this bid document. The daily penalties shall continue until the building has achieved and been accepted by the Architect as substantially complete. Liquidated damages under this contract and herein agreed is set at:

**TWO HUNDRED DOLLARS (\$200.00) per day**

**8. INCENTIVE PAYMENT**

If we succeed in achieving certification of substantial completion before expiration of the agreed upon Contract time indicated above, we acknowledge we will be credited with an incentive payment for each calendar day remaining between the date of Substantial Completion Certification and the expiration of the agreed upon Contract time as follows:

**FIFTY (\$ 50.00) per day.**

**9. BID SECURITY**

Enclosed herewith is bid security as required in the Instructions to Bidders, which is to become the property of the Owner in the event the Contract and Bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused hereby.

**10. BONDS AND ACCOMPANYING SUBMITTALS**

The premium for the Performance and Labor & Materials Bond is included in the Contract Price (Base Bid) amount.

The Bond Rate is: \$ \_\_\_\_\_ /\$1,000.00

Lump sum rate for furnishing a Performance and Labor & Material Bond:  
\$ \_\_\_\_\_

Bonding Company \_\_\_\_\_

**11. BIDDERS SHALL SUBMIT THE FOLLOWING WITH THEIR PROPOSAL**

Pricing must be submitted on the enclosed Bid Form. Pricing shall be all inclusive and allow for any sales use tax.

The bidder agrees that failure to completely fill in all requested information or cost will be considered by the Owner sufficient reason to reject this proposal.

## 12. ACCEPTANCE

This Proposal shall be irrevocably open to acceptance for one hundred twenty (120) days from the Bid closing date. If this Bid is accepted by the Owner within one hundred twenty (120) days, we will:

1. Execute the Agreement subject to compliance with the required Town regulatory agency approvals as described in the Invitation to Bidders.
2. Furnish the required bonds in compliance with amended provisions of the "Instructions to Bidders", AIA Document A701.
3. Commence work within Ten (10) days after receipt of a Purchase Order or notice to Proceed.
4. If this Bid is accepted within one hundred twenty (120) days, and we fail to commence the Work, or we fail to provide the required bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited to the lesser amount of the value of the security deposit, or of the difference between the Bid and the Bid upon which the Contract is signed.
5. In the event our Bid is not accepted within one hundred twenty (120) days, the required security deposit shall be returned to the undersigned, in compliance with the provisions of the "Instructions to Bidders", AIA Document A701; mutually satisfactory arrangement is made in writing for its retention and validity for an extended period of time.
6. The undersigned bidder hereby agrees that the bid proposal submitted herein shall remain in effect and binding upon the bidder for a period of sixty (60) calendar days from the date and time bids are received.
7. The undersigned bidder declares that his bid proposal in all respects is fair and made without collusion with any other person, firm or corporation making a proposal for this work.

## 13. BASIS OF AWARD

### Since time is of the essence:

The Owner reserves the right to reject any and all bids which in the opinion of the Awarding Authority is not in the Town's best interest.

Determination of award shall be after an analysis of the bids by the Town and the Town and their Design Team has researched and reviewed all submitted information for compliance.

The Town shall then award the contract to the lowest QUALIFIED and CAPABLE Bidder deemed to be in the best interest of the Town, and who has demonstrated that their bid will meet the required project criteria, scheduling, and product conformance. The contractor and subcontractors are cautioned that this contract will be awarded to the **LOWEST QUALIFIED BIDDER**, who has demonstrated **FULL COMPLIANCE** with the specified items within these contract documents. They are further notified that lowest qualified bidder will also pertain to complete delivery of the project at the designated dates and delivery of all furnishings to complete the project. Lowest qualified will also pertain to critical scheduling, compliance of products specified, and project delivery. The contractor's attention is directed to the requirements for substitution, as defined within the contract documents. Substitution must be identified and qualified along with completion date.

Has reviewed all work as defined in the contract drawings and is aware of all identified and associated work to complete this project. In addition, has notified and advised their subcontractors of such. By submission of its bid, the Contractor certifies that they have sufficient personnel, equipment and resources to undertake the work required within the time frame established for the project and has not deviated from any portion of the work shown or as specified.

**14. CONCLUSION**

The undersigned hereby further agrees to comply with the requirements as to conditions of employment, wage rates, and hours of labor as set forth in the specifications.

This Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any authorized postponement thereof Alternative bids will not be accepted unless listed below.

Affixing their signature to this bid form, confirms and certifies that the General Contractor and their Subcontractors have become familiar with local conditions and the character and extent of the work proposed, has reviewed any and all areas for site demolition, and all existing site project conditions and demolition required, has determined the required quality, quantity and resources to supply all earth, plant, equipment, materials, tools, supplies, labor and all other facilities and items necessary or proper for or incidentals to the continuous execution and completion of the work as show or requested within the construction documents; and hereby agrees to perform the contract in strict accordance with the CONTRACT DOCUMENTS within the specified time herein set forth.

**15. BID FORM SIGNATURE**

\_\_\_\_\_  
\*(Company Name Printed)

\_\_\_\_\_  
\*(Bidder's Name Printed – Officer of the Company)

By: \_\_\_\_\_  
(signature)

CORPORATE SEAL

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

(SEAL - IF CORPORATION)

\*Insert Bidder's name. If a corporation, give the state of incorporation, using the phrase "a corporation organized under the laws of \_\_\_\_\_."

If a partnership, give names of partners using also the phrase "co-partners trading and doing business under the firm name and style of \_\_\_\_\_."

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the trade name and style of \_\_\_\_\_."

**16. REFERENCES**

Please provide a list of the last 3 Completed Projects with the Owners Name, The Project Location and Contact Name & Telephone Number.

Project # 1

Owner \_\_\_\_\_ Project Construction Cost \_\_\_\_\_

Project \_\_\_\_\_

Contact name \_\_\_\_\_

Contact's Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

Project # 2

Owner \_\_\_\_\_ Project Construction Cost \_\_\_\_\_

Project \_\_\_\_\_

Contact name \_\_\_\_\_

Contact's Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

Project # 3

Owner \_\_\_\_\_ Project Construction Cost \_\_\_\_\_

Project \_\_\_\_\_

Contact name \_\_\_\_\_

Contact's Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

END OF BID FORM

**ACKNOWLEDGMENT OF PRINCIPAL (IF A CORPORATION)**

State of \_\_\_\_\_ )

SS:

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally \_\_\_\_\_ came and \_\_\_\_\_ appeared to me known, who, being by me duly sworn, did depose and say that he resides at that he is the \_\_\_\_\_ OF \_\_\_\_\_

THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT that he knows the seal of said corporation; the one of the impressions affixed to said instrument is an impression of such seal; that it was so fixed by order of the directors of said corporation, and then he signed his name thereto be like order.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT OF PRINCIPAL (IF A PARTNERSHIP)**

State of \_\_\_\_\_ )

SS:

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came and appeared \_\_\_\_\_, \_\_\_\_\_ to me known, and known by me to be one of the members of the firm of \_\_\_\_\_ : described in and which executed the foregoing instrument and he acknowledged to me that the executed the same as and for the act and deed of said firm.

SEAL

\_\_\_\_\_  
NOTARY PUBLIC



**ACKNOWLEDGMENT OF PRINCIPAL, (IF AN INDIVIDUAL)**

State of \_\_\_\_\_ )

SS-

County of \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20

Before me personally came and appeared \_\_\_\_\_  
to me known and known to me to be the person described in and who executed the foregoing instrument  
and acknowledged that he executed the same.

S E A L

\_\_\_\_\_  
NOTARY PUBLIC

**FORM OF LETTER OF INTENT**

TO: Board of Contract and Purchasing  
Town of North Providence  
North Providence, Rhode Island

Dear Sir:

This is to advise that the \_\_\_\_\_  
\_\_\_\_\_ (Legal Name of Surety)

who is approved by you and authorized to do business in the State of Rhode Island, is prepared to execute a Performance Bond and a Labor and Material Payment Bond, each in the amount of one hundred percent (100%) of the total bid for \_\_\_\_\_

(Legal Name of Contractor)

should they be awarded the contract for \_\_\_\_\_  
\_\_\_\_\_  
North Providence, Rhode Island.

\_\_\_\_\_  
Name of Surety

By \_\_\_\_\_  
Signature of Authorized Surety Officer

\_\_\_\_\_  
Print name & Title of Surety Officer

Date \_\_\_\_\_

(Complete this form enclosed with the Bid Security in the Separate envelope provided for that purpose.)

**FORM OF BID BOND**

**(SEE LETTER OF INTENT)**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned -

\*\* \_\_\_\_\_,

as Principal and\*\*\* \_\_\_\_\_,

, as Surety, are hereby held and firmly bound unto the Town of North Providence, Rhode Island in the penal sum of \_\_\_\_\_

for payment of which, will and truly to be made, we hereby, jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Conditions of the above obligation is such that whereas the Principal has submitted to the Town of North Providence, Rhode Island, a certain Bid, attached hereto and hereby made a part thereof, to enter into a contract in writing for the \_\_\_\_\_

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the Alternate.
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment in all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the Agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bids; and said Surety does hereby waive notice of any such extensions.

\*\* Insert Bidder's Name  
 \*\*\* Insert Name of Surety.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

S E A L

\_\_\_\_\_  
 \_\_\_\_\_  
 BY \_\_\_\_\_

END OF BID FORM

**FORM OF NON-COLLUSIVE AFFIDAVIT**

**AFFIDAVIT**

(Prime Bidder)

State of \_\_\_\_\_

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

\_\_\_\_\_, being first duly sworn deposes and says:

That he/she is \_\_\_\_\_  
(a partner or officer of the firm, etc.)

The party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agrees, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Town of North Providence, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

\_\_\_\_\_  
Bidder, if bidder is an individual

\_\_\_\_\_  
Partner, if bidder is a partnership

\_\_\_\_\_  
Officer, if bidder is a corporation

Subscribed and swore to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_

My Commission expires \_\_\_\_\_ 202 \_\_\_\_\_

Affix Notary Seal