

**TOWN OF SCITUATE, RHODE ISLAND**  
**INVITATION TO BID**

**PROJECT: REPAIR, RESURFACE, RE-LINE TENNIS COURTS IN SCITUATE, RHODE ISLAND**

**BID NUMBER: SCIT042**

Sealed bid proposals to perform the subject project in accordance with the specifications enclosed herewith, and made a part of this invitation will be received in the Office of the Town Clerk addressed to:

**Town of Scituate, Purchasing Agent**  
**195 Danielson Pike**  
**North Scituate, RI 02857**

Until Thursday, February 2, 2023 at 1:00 pm. The bid proposals will be opened and read aloud on February 2, 2023 at 1:15 pm. Individuals requesting interpreter services for the hearing impaired should call the Town Clerk at 401-647-2822, 72 hours in advance of the bid opening.

Any bid proposal received after said date and time, whether delivered by hand, submitted via United States Postal Service, or submitted via any other delivery service, shall be declared invalid. All bids must be placed in a sealed envelope that is plainly marked **“BID PROPOSAL: REPAIR, RESURFACE, RE-LINE TENNIS COURTS IN SCITUATE, RHODE ISLAND.”**

The bid award and signing of contract conditions are set forth in the enclosed specifications. Additional copies of the Contract and Specifications may be obtained from the Town Clerk at 401-647-2822.

The Purchasing Agent, Recreation Director and the DPW Director shall submit a list of bid results along with the recommendation of a successful bidder to the Town Council.

**THE TOWN OF SCITUATE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR ANY PARTS THEREOF; TO WAIVE INFORMALITIES AND TECHNICALITIES; AND, TO ACCEPT THAT BID WHICH THE TOWN AND DPW DIRECTOR DEEM TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE LOWEST DOLLAR BID.**

## SCOPE OF WORK AND PROJECT SPECIFICATIONS

Repair, resurface and re-line tennis courts in Scituate, Rhode Island to the specifications below.

Tennis court locations:

Four (4) tennis courts at: Berkander Field, Institute Lane, North Scituate, RI 02857

Two (2) tennis courts at: Hope Park, 22 Clinton Avenue, Hope, RI 02831

- Submit shop drawings, including product data and manufacturers recommended installation procedures, for all materials specified above.
- Submit copies of Contractor Qualifications for applicators, personal and equipment, Certified by Manufacturer to apply product and to have made at least three (3) applications similar to this project in past two (2) years. Include letters from contracting authorities attesting to performance of work, schedule adherence, quality of workmanship, materials and name and work phone of points of contact
- Existing structural cracks shall be thoroughly cleaned of all dirt, grass, and loose material. Blow clean with air compressor or high-pressure power washer. Area to be allowed to dry and then sprayed with a highly concentrated grass and weed killer to ensure against growth. These cracks should then be filled with 100% acrylic trowel grade crack and leveling compound.
- Apply Crack Repair System:
  - Apply to the filled cracks (approximately 330 LF) centering the first layer of Micro sealant Tape.
  - Apply liquid acrylic and latex binding formula (50/50) over Micro sealant Tape. Apply second layer 20" stress Mat centered over first layer saturating with binding formula.
  - Apply binding edge, the 3rd layer of crack repair system, centered over stress mat edge. Let dry.
  - When dry, apply a minimum of two (2) coats of acrylic resurfacer with sand lengthwise over repairs.
  - Furnish and apply two (2) coats of acrylic resurfacer over repairs.
  - Repaired areas shall be touched up with color to the closest shade of existing CNU Blue as well as Green and White, as needed.
- **Repairs must be accomplished when conditions and temperatures are above 70 degrees during the day and not below 60 degrees at night.** Apply repairs when the existing court surface is dry and when the weather is not foggy, rainy or when the wind velocity will prevent the uniform application of materials.
- Complete resurface, allowing adequate curing time per manufacturer's recommendations and instructions, and apply new line striping at all six (6) tennis courts per Figure 1 below. All court lines should be a minimum of 2 inches in width, and the baseline may be up to 4 inches wide. Line striping to be 100% acrylic emulsion paint fortified with fine sand to provide a texture similar to that of the playing surface. Surface must be cleaned entirely of dust, dirt, debris, and all loose material prior to application. To assure crisp lines, it is advisable to use tape to mask lines; remove tape as soon as line paint has dried. Allow each coat of material to dry thoroughly before applying successive coats.
- Building permit is required, but permit fee is waived.

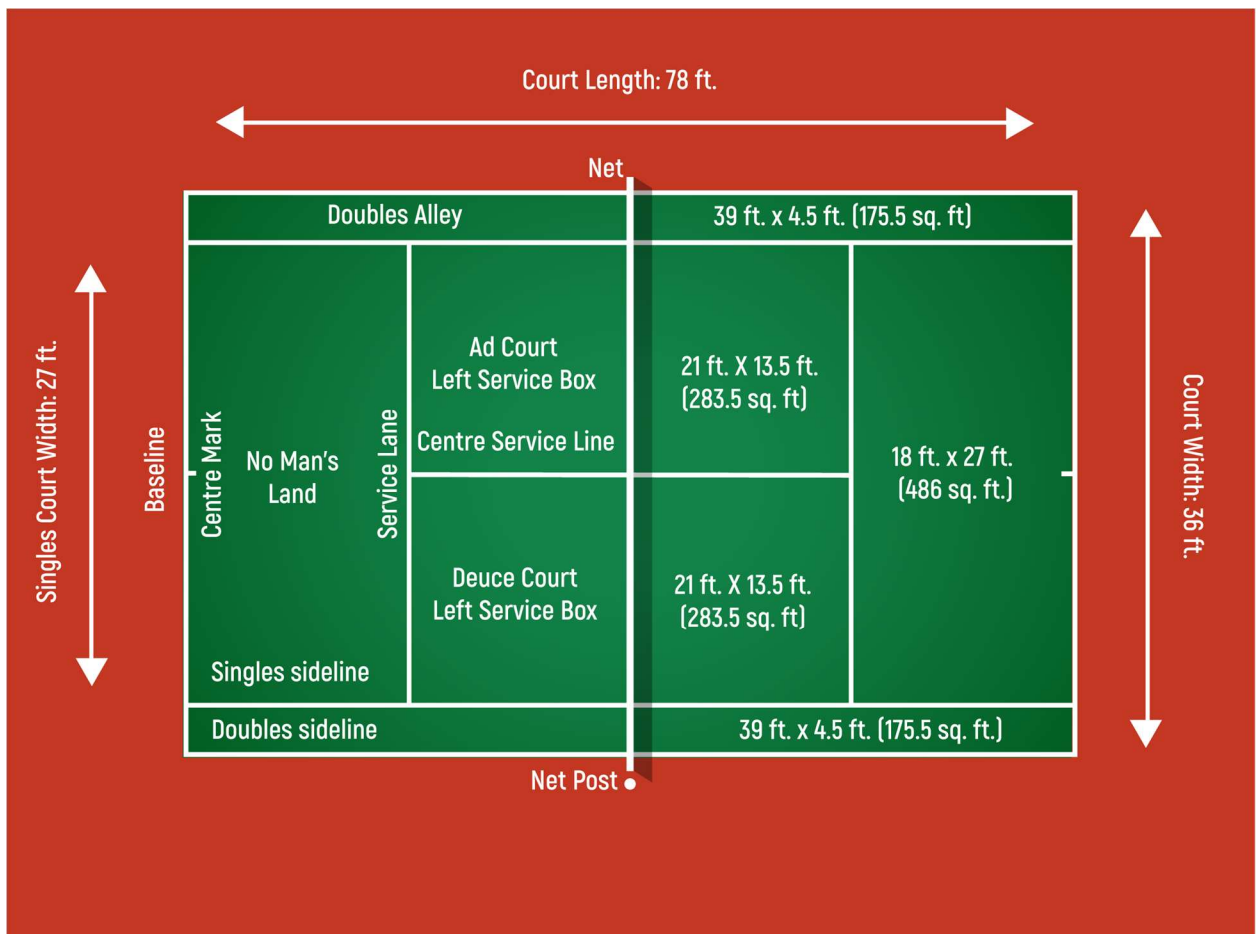


Figure 1

**TOWN OF SCITUATE, RHODE ISLAND**  
**BID CONDITIONS AND CONTENT**

1. A **mandatory** pre-bid site visit must be scheduled with the Recreation Director. All meetings will take place at the site location: **Berkander Field, across from North Scituate Elementary School, 46 Institute Lane, North Scituate, Rhode Island and Hope Park, 22 Clinton Avenue, Hope, RI 02831 .** Appointments may be scheduled by calling (401) 265-8949. In order for the proposal to be considered, a vendor representative must have met with the Recreation Director.
2. Bids shall be signed by a duly authorized agent or official of the contractor/vendor who has legal authority to bind the company and must clearly identify the scope of services and proposed time frame for completion. Incomplete bid forms may be cause for disqualification of the bid.
3. Bids that are renumbered or re-sequenced may be cause for rejection if all information cannot be easily found and identified. Bidders wishing to re-word or re-format the enclosed documents should do so in an addendum identifying the pages or sections to be changed.
4. **Bids must be submitted with three (3) complete copies.**
5. Bids must be submitted in a sealed envelope clearly marked, so as to guard against opening prior to the appointed time with the:

**NAME OF THE BIDDER**  
**ADDRESS OF THE BIDDER**

**WORDS: "REPAIR, RESURFACE, RE-LINE TENNIS COURTS IN SCITUATE, RHODE ISLAND"**

**DATE OF THE BID**

6. If mailed, the sealed envelope containing the proposal shall be marked as stated above and shall be enclosed in another envelope properly addressed for mailing.
7. Within a reasonable time after the bid opening, the TOWN OF SCITUATE, RHODE ISLAND, (herein after referred to as the TOWN) shall act on the award of a contract for the project.
8. The TOWN reserves the right to withdraw this request at any time based on available funding.
9. The TOWN shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications.
10. **THE TOWN RESERVES THE RIGHT TO REJECT ANY, OR PART, OF ALL BID PROPOSALS; WAIVE ANY INFORMALITIES AND TECHNICALITIES; AND TO ACCEPT THAT BID WHICH THE TOWN COUNCIL DEEMS TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE LOWEST DOLLAR BID.**
11. Proposals submitted in unmarked envelopes, which are opened by the TOWN in its normal course of business, will not be accepted. If time permits, the proposal may be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above.

12. Bid prices shall not include any sales, excise or other taxes for which the TOWN is not liable. All bidders shall honor their properly submitted bid for a period of sixty (60) days subsequent to date of bid opening, without escalation.

13. Tax Compliance – Successful bidder shall be required to submit a current W-9 form in conformance with the attached sample, affirming current reporting compliance with all relevant jurisdictions.

14. Consideration in the awarding of the CONTRACT will be given to price, experience and competence of the bidder, the nature and size of the bidder's organization, and quality of similar projects it has performed and completed in the past and a determination by the TOWN that the COMPANY has the ability to complete the work.

15. Insurance – Before commencement of the contract services, the Contractor shall obtain and maintain throughout the term of this contract, the following insurance written by a company qualified to do business in the State of Rhode Island and satisfactory to the Town.

The Contractor agrees to defend, indemnify, protect, save and keep harmless the **Town of Scituate** from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the Contractor in undertaking this project. Proof of insurance must be supplied to the Town of Scituate thirty (30) days prior to the beginning of the term of contract, and then on an annual basis throughout the remainder of the contract's terms. All insurers of the Contractor shall be notified that a copy of any notice of cancellation shall be sent to the Town of Scituate.

a. **General Liability** - The Contractor will maintain in full force at all times during this engagement General Liability (including products and completed operations) insurance in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. If the Contractor's General Liability Policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Contractor will provide evidence of its General Liability policy to the Town of Scituate naming the Town of Scituate as an additional insured to the policy.

b. **Auto** - The Contractor will maintain in full force at all times during this engagement Auto Liability insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage. The Contractor will provide evidence of its Auto Liability policy to the **Town of Scituate** naming the **Town of Scituate** as an additional insured to the policy.

c. **Workers' Compensation** -The Contractor will maintain in full force at all times workers' compensation insurance for all labor employed on the project. Workers' Compensation coverage must meet the statutory obligations of the State and Employer's Liability coverage shall be provided at \$500,000/\$500,000/\$500,000. Contractor shall supply evidence of the same to the **Town of Scituate**.

d. **Professional Liability** -The Contractor will maintain in full force at all times during this engagement Professional Liability insurance in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. If the Contractor's Professional Liability Policy is subject to an Annual Aggregate, said Aggregate must be in multiples of

the per occurrence limit of liability. The Contractor will provide evidence of its Professional Liability policy to the **Town of Scituate**.

**16. SURETY BOND REQUIRED: YES: XX NO: \_\_\_\_**

If required, the COMPANY shall, to secure the faithful intent of this bid, furnish to the TOWN surety, in the amount of five per cent (5%) of the total dollar bid in the form of a Bid Surety Bond or a Certified Check made payable to the "TOWN OF SCITUATE". If a Bid Bond is submitted, it shall be issued by a company authorized to issue such surety bond in the State of Rhode Island and acceptable to the TOWN.

**17. PERFORMANCE BOND REQUIRED: YES: XX NO: \_\_\_\_**

The Successful Bidder shall furnish to the TOWN a Performance Surety Bond in the amount of the CONTRACT, which bond shall be issued by a reputable bonding company authorized to do such business in the State of Rhode Island and acceptable to the TOWN. Said bond shall be in the form satisfactory to and approved by the TOWN. The performance bond shall be delivered to the Town prior to the commencement of work. The bond shall include the appeal requirements of these PROJECT SPECIFICATIONS.

18. The COMPANY must bid the project as outlined in the CONTRACT and PROJECT SPECIFICATIONS. If the COMPANY proposes to perform any optional work or to substitute any part of the PROJECT SPECIFICATIONS, such options and/or substitutions must be explained in detail and the amount of additional or reduction in cost must be listed.

19. The following items shall also be included with the bid:

- Personnel Roster
- Client list for past five (5) years including current projects
- Statement of Qualifications
- Name and resume of project manager
- Non-Collusive Bid Statement

20. Each bidder must inform themselves of the conditions relating to the specifications of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this CONTRACT. At the time of opening of the bids, each bidder will be presumed to have read, and to be thoroughly familiar with, the plans and CONTRACT documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to this bid.

21. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over performance of the project shall apply to the CONTRACT throughout, and they will be deemed to be included in the CONTRACT the same as though herein written out in full.

**22. Prevailing Wage** – For all construction and public works projects, the successful bidder shall be required to furnish completed certificate guaranteeing payment of prevailing wage and indemnifying the Town of Scituate, Rhode Island from any loss whatsoever arising from failure to pay prevailing wage in conformance with the attached sample (if required).

## 23. COMPLETION DATE AND TIME SCHEDULE:

### A. Awarding of Contract

Within a reasonable time after the opening of the bids, the TOWN shall award a contract for the project.

**The Town reserves the right to reject any and all bids as previously stated.**

### B. Signing the Contract

Within thirty (30) days after the receipt of notice of acceptance by the TOWN of its proposal, the COMPANY shall execute with the TOWN a CONTRACT upon the basis of these specifications.

The COMPANY shall commence work within thirty (30) days of the signing of said CONTRACT.

**TOWN OF SCITUATE, RHODE ISLAND**

**BID FORM**

**PROJECT: REPAIR, RESURFACE, RE-LINE TENNIS COURTS IN SCITUATE, RHODE ISLAND**

The undersigned duly authorized agent for the **COMPANY** submitting this bid affirms and declares:

1. That this bid is executed with full knowledge and acceptance of the **PROJECT SPECIFICATIONS** enclosed with the **INVITATION TO BID** on the subject project.
2. IF REQUIRED, that should this bid be accepted in writing by the **TOWN**, said **COMPANY** will furnish the services for which this bid is submitted as the dollar amount indicated and in full compliance with the provisions of said **PROJECT SPECIFICATIONS**.
3. IF REQUIRED, that the bid is accompanied by surety in the amount of five percent (5%) of the dollar bid.
4. That all items, documents, statements and other information as required by the **PROJECT SPECIFICATIONS** have been submitted herein.
5. That the **COMPANY** understands and accepts that although the dollar amount of this bid is a major factor for consideration, the **TOWN** reserves the right to award the **CONTRACT** to other than the **COMPANY** submitting the lowest dollar bid after careful analysis of additional factors outlined in the **CONTRACT** and **PROJECT SPECIFICATIONS**.
6. That the **COMPANY** proposes to furnish the services and materials required to complete the aforesaid **PROJECT SPECIFICATIONS** at the hourly rate below.

**BID AMOUNT:**

*Respondent will provide a total amount to perform the requested services, in one lump sum figure per location. Price to include all labor, equipment, and materials to repair, resurface and re-line six (6) tennis courts total (four at Berkander Field; two at Hope Park).*

Total Not to Exceed Dollar Amount for four (4) courts at Berkander Field:

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

Written Not to Exceed Dollar Amount: \_\_\_\_\_

Total Not to Exceed Dollar Amount for two (2) courts at Hope Park:

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

Written Not to Exceed Dollar Amount: \_\_\_\_\_

By: Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Business address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



**TOWN OF SCITUATE, RHODE ISLAND  
NON-COLLUSIVE BID STATEMENT**

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition,

And

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the opening of the bid.

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Signature

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Printed Name

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Title

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Company

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Date

**MUNICIPAL CONTRACT ADDENDUM  
RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING  
PREVAILING WAGE REQUIREMENTS  
(37-13-1 ET SEQ.)**

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsman, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7;
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at <https://dlt.ri.gov/requiredposters/> or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at <https://dlt.ri.gov> on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at <https://dlt.ri.gov/wrs/prevailingwage/> as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month;
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.

10. Any violation of RIGL 37-13-13 of Certified Weekly Payroll Forms and Daily Logs will result in the department imposing a penalty on the contractor of a minimum of one hundred dollars (\$100) for each calendar day of noncompliance.

11. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;

12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq; Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at <https://dlt.ri.gov/wrs/prevailingwage/>.

## **CERTIFICATION**

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: \_\_\_\_\_

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

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



RI Department of Labor and Training - Division of Workforce Regulation & Safety  
Professional Regulation Unit/Prevailing Wage Section  
1511 Pontiac Avenue Building 70, P.O. Box 20247 Cranston, RI 02920-0943

**Rhode Island Certified Weekly Payroll**

Contractor: \_\_\_\_\_ Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
 City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
 Project/Location: \_\_\_\_\_ City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Wage Decision #: \_\_\_\_\_ Date: \_\_\_\_\_

For Week Ending: \_\_\_\_\_

**\*\*NOTE: If an employee works more than one trade, please list each classification on separate lines with the corresponding hours they performed that trade and hourly rate paid.**

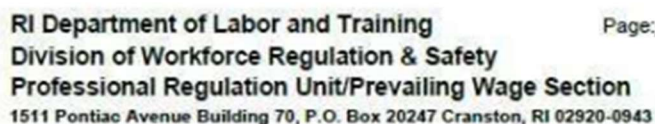
Name, Address and Phone Number of Employee	Work Classification	Apprentice %	Date:	Hours Worked Each Day							Total Hrs	Hourly Rate (List all Rates)	Hourly Fringe Benefit	Weekly Gross	Weekly Deductions					Weekly Net		
				S	M	T	W	T	F	S					Social Security	Medi- care	Withheld		RI		TD	Other
																	Federal	State				
			P.S.																			
			P.O.																			
			A.P.S.																			
			A.P.O.																			
			R.H.																			
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			A.P.O.																			
			R.H.																			
			R.O.																			

Legend: P.S.=Prevailing Wage Standard Hours P.O.=Prevailing Wage Overtime Hours R.H.=Regular Hours R.O.=Regular Overtime Hours A.P.S.=Additional PW Standard Hours A.P.O.=Additional PW Overtime Hours

List all PW Projects in AP/SAPO:

\*Deductions listed in "Other" column: \_\_\_\_\_

DLT-WRS-1 (Rev. 1/20)



### **Rhode Island Certified Prevailing Wage Daily Log**

City/Town: State Zip

[illegible]

DLT is an equal opportunity employer/program - auxiliary aids and services available upon request. TTY via RI Relay: 711  
DLT-WRS-4 (10/14)