



Francis M. Gomez
Purchasing Agent

Frank J. Picozzi
Mayor

City of Warwick
Purchasing Division
(Mailing Address)
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Warwick, Rhode Island 02886
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The following notice is to appear on the City of Warwick's website Thursday, May 18, 2023.
The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

RFP2024-057 Sleepy Hollow Tennis Court Improvements

Specifications

Specifications are available in the Purchasing Division, located at 65 Centerville Road, Monday through Friday, 8:30 AM until 4:30 PM on or after Thursday, May 18, 2023.

Submissions

Sealed bids will be received by the Purchasing Division no later than **Wednesday, June 14, 2023**. The bids will be opened publicly commencing at 11:00 AM on the same day at 65 Centerville Road, Meeting Room #2.

Pre-bid meeting

A *mandatory* pre-bid conference will be held on **Wednesday, June 7, 2023 at 11:00am** on-site at the Sleepy Hollow Farm Road Tennis Courts, located in the vicinity of parcel # 232-0055-0000.

Delivery

All bids must be sealed. If delivering in person or sent by delivery service (FedEx/UPS/DHL etc.) use physical address 65 Centerville Road, Warwick, RI 02886, Suite D. If sent via United States Postage Service use mailing address 3275 Post Road Warwick, Rhode Island 02886.

Awards

Awards will be made on the basis of the lowest evaluated or responsive bid price.
Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the bid opening date.

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PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number

Signature of Bidder

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future bids will be emailed, unless otherwise noted.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

RFP2024-057

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered**

**CITY OF WARWICK
NOTICE TO BIDDERS**

RFP2024-057 Sleepy Hollow Tennis Court Improvements

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

The opening of bids will be in the order established by the posted agenda and the agenda will continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and two (2) copies in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "RFP2024-057 Sleepy Hollow Tennis Court Improvements"

Bids received prior to the time of the 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. No bids will be accepted via facsimile or email.

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

Should you have any questions, please contact Eric Hindinger, Department of Public Works, Engineering Division, at 401-921-9608 or eric.j.hindinger@warwickri.gov.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder should initial the change.

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of the proposal after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder should indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 is available on www.warwickri.gov should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

Prevailing Wages will apply to this bid. Current rates may be viewed at <http://www.dlt.state.ri.us/pw>.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The contractor must keep himself informed of and comply with all laws, ordinances and regulations of the federal, state and municipal governments which may apply and be in force during the life of the contract, in any manner which may affect himself/employees or the conduct of the work or the materials used or employed in the work. Before submitting bids, prospective bidders should examine the terms, covenants and conditions of all codes, permits and laws which may apply. By submitting a bid, the bidder agrees to comply with all pertinent laws/regulations if awarded a contract.

Every contractor and subcontractor awarded a contract for public works, construction, alteration and/or repair, including painting and decorating, or public buildings or public works must submit completed RI Certified Weekly Payroll forms listing employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month. These forms may be found at: www.dlt.ri.gov/pw/pwFormsPubs.htm. Certified Payroll forms concerning RI Department of Transportation projects may be submitted on federal forms. However, when a complaint is being investigated by the RI Department of Labor & Training (DLT), the contractor must resubmit the payroll information on the RI Certified Weekly Payroll forms for the entire project.

Awarding authorities, contractors and subcontractors must provide any and all payroll records to the DLT within ten (10) days of any request that is made by the department.

The awarding authority of any public works project will withhold the next scheduled payment to any contractor or subcontractor who fails to comply with the above provisions, as well as any further payments until they comply. The DLT may also impose a penalty of up to \$500 for each calendar day of noncompliance.

Please refer to Rhode Island state laws Section 37-13 for more information.

Bid surety in the form of a bank check, original bid bond or certified check in the amount of five (5) percent of the total bid price must be submitted with each bid. If a bid bond is submitted, it must be duly executed by the bidder as principal and having as surety thereon a surety company licensed to do business in the State of Rhode Island and approved by the owner.

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General Liability and Automobile Liability in a minimum amount of \$1 million, naming the **City of Warwick as the additional insured** and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated Certificate of Insurance upon expiration of the original certificate.

Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** from **The Rhode Island Secretary of State** dated no more than thirty (30) days prior to the date upon which the bid approval was made. **Please note that no other State's Certificate of Good Standing will be accepted.**

If required, the successful bidder will provide said **Certificate of Insurance, bonds and State of Rhode Island's Certificate of Good Standing** within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm one (1) year from date of award. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

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 I, as amended.

The contractor must carry sufficient liability insurance and agree to indemnify the City against all claims of any nature, which might arise as a result of his operations or conduct of work.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City will incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services has been placed, the contractor will be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination. No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement will cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

SPECIFICATIONS FOR SLEEPY HOLLOW TENNIS COURT IMPROVEMENTS

LOCATED ON SLEEPY HOLLOW FARM ROAD, WARWICK

2023-2024

INFORMATION FOR BIDDERS

1. The following terms are interchangeable and refer to the same authority in these contract documents: Owner - City of Warwick - City Director of Public Works will also mean their duly authorized representatives.
2. Request for information – Eric Hindinger, Program Manager at (401) 921-9608.
3. Preparation of Bid - Each bid must be submitted on the enclosed bid form with the required bid bond. All blank spaces must be filled in, in ink or typewritten in both words and figures where noted.
4. Schedule of Work and Time for Completion - Bidder must agree to commence work within ten (10) working days after receiving a Notice to Proceed from the Owner.
Bidder must agree also to pay liquidated damages of \$500.00 per calendar day that the above is not met unless an extension of time is agreed to by the Owner. Bidder must submit construction schedule and coordinate with the Department of Public Works.
5. Conditions at the Site - Each bidder must visit the existing tennis court and fully understand the conditions relating to completing the required tasks. The Contractor shall document the existing site conditions by the use of video or photographs to protect the bidder and the City from any frivolous claims by abutting property owners.
6. Notification and Protection of Adjacent Property - The Contractor and any subcontractors must protect all property adjacent to the work and repair or replace any destroyed property to the Owner's satisfaction as to time of operation and quality of work. Their restoration work must be completed before their project is to be inspected for acceptance by the Owner.
7. The City reserves the right to require proof that the Contractor has sufficient insurance to protect the public and City during the term of the contract.
8. Permit and Legal Fees - The contractor must comply with all the laws of their State and City including building laws pertaining to safety of the public. The Contractor must obtain all permits, pay all legal fees for the same, give due and proper notice to all the officials having jurisdiction of the various departments as may be needed, and in general take complete charge of and responsibility for all legal requirements to do their work.
9. Right of the Owner to Terminate Contract - In the event that any of the provisions of their contract are violated by the contractor, or any of their subcontractors, the Owner may

serve written notice upon the contractor and the surety of its intentions to terminate the contract. Such notice shall contain the reasons for such intentions to terminate the contract, and unless violation or delay must cease and satisfactory arrangement of correction be made, the contractor must, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination; the Owner may immediately serve notice thereof upon the surety and contractor. At which time, the surety may have the right to take over the contract. However, if the surety does not commence performance thereof within ten (10) days from the date of the "notice of termination" mailing, the Owner may take over the work and prosecute the same to completion by contract or by force account at the expense of the Contractor. The Contractor and their surety may be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event, the Owner may take possession of and utilize in completing the work such as materials, appliances, and things as may be on the site of work and necessary therefore.

10. Changes in Work - No changes in the work covered by the approved Contract documents may be made without having prior written approval. Cost of changes will be determined by one or more of the following methods:
 - a. Unit price previously approved.
 - b. An agreed upon lump sum.
 - c. An agreed upon unit price (revised)
 - d. The actual cost of work performed (time and materials)

CHANGE ORDERS: must be written and contain suitable drawings as required. All Change Orders must be submitted and approved by the City PRIOR to commencing work.

11. Opening of Bids - The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the date specified will not be considered. No bidder may withdraw a bid within 60 days after the actual date of opening thereof.
12. Bid Security - Each bid must be accompanied by a cashier's check, certified check or a bid bond. It must be duly executed by the bidder as principal and having as surety thereof a surety company approved by the Owner, in the amount of five percent (5%) of the base bid.

If a bid bond is submitted, it must be duly executed by the bidder as principal and having a surety thereof a surety company licensed to do business in the State of Rhode Island and approved by the Owner. Cashier's check or certified check and bid bonds will be returned to all bidders after the Owner and the accepted bidder have executed the contract. If no award has been made within 60 days after the date of the opening of bids, the bidder may request for said check to be returned at any time thereafter, so long as the bidder has not been notified of the acceptance of their bid.

13. Holding of Bid Security for Failure to Enter Into Contract - The successful bidder, upon their failure or refusal to execute and deliver the contract and bonds required within 10 days after receiving notice of the acceptance of their bid, may forfeit to the Owner, as Bid Security for such failure or refusal, the security deposited with their bid.
14. Addenda and Interpretations - No interpretation of the meaning of plans and specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be addressed to Director, Department of Public Works, 925 Sandy Lane, Warwick, Rhode Island, 02889, and given consideration must be received at least ten (10) days prior to the date fixed for the opening bids. Any and all such interpretation and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be sent to all prospective bidders (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation will not relieve such bidder from any obligation under the bid submitted. All addenda so issued will become part of the contract documents.
15. Laws and Regulations - 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 construction of the project will apply to contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
16. Qualifications of Bidders and Sub bidders - The Owner may make such investigations as deemed necessary to determine the ability of bidder to perform the work. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder, fails to satisfy the Owner that such bidder or sub bidder is properly qualified to carry out the obligations of the contract and to complete the work completed therein. Conditional bids will not be accepted.
17. Time of Completion and Liquidated Damages - Bidder must agree to commence work within ten (10) working days after receiving a Notice to Proceed from the Owner.
Bidder must agree also to pay liquidated damages of \$500.00 per calendar day that the above is not met unless an extension of time is agreed to by the Owner. Bidder must submit construction schedule and coordinate with the Department of Public Works.
18. Balanced Bidding - Bids should be made on each separate item of work shown in the bid (proposal) with reasonable relation to the probable cost of doing the work included in such item or items, thereof are obviously unbalanced as to affect or to be liable to affect adversely any interests of the Owner. **The attention of the bidder is called to the fact that unbalancing of bids ("penny bidding") may adversely affect the interest of the Owner.**
19. It is the intent of the City to conduct the tennis court restoration program as identified in their document; however, the available funding is unknown at this time. The quantities

included in this bid are estimates. The City reserves the right to alter these quantities based on the funding provided.

21. ACCEPTANCE OF BID (AWARD)

It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner will have the right to waive informalities or irregularities in the Bid received and to accept the bid which, in the Owner's judgment, is in the Owner's own best interest.

SPECIAL PROVISIONS

INSURANCE COVERAGE:

The kinds and amounts of such insurance carried by the CONTRACTOR must not be less than the kinds and amounts designated herein, and the CONTRACTOR agrees that the stipulation herein of the kinds and minimum amount of insurance coverage or the acceptance by the OWNER of certificates indicating the kinds and limits of coverage will in no way limit the liability of the CONTRACTOR to any such kinds and amounts of insurance coverage.

Workman's Compensation Insurance:

The CONTRACTOR must provide adequate statutory WORKMEN'S COMPENSATION for all labor employed on the project who may come within the protection of such laws and must provide, where practicable, Employer's General Liability Insurance for the benefit of their employees not protected by such compensation laws, and proof of such insurance satisfactory to the OWNER must be given. Said insurance must be written with such company as may be acceptable to the OWNER and the policy must be submitted to the OWNER for examination. Satisfactory certificated and said insurance must be filed with the OWNER in sextuplicate prior to the commencement of operations by the CONTRACTOR. The CONTRACTOR will be charged with the responsibility for proper and adequate Workmen's Compensation coverage for all their subcontract operations, and in the event the Contractor's policy does not cover each and every SUBCONTRACTOR, certificates of insurance issued on policies by companies that may be acceptable to the OWNER covering each and every SUBCONTRACTOR must be filed with the OWNER prior to the commencement of such subcontract operations.

Contractors Comprehensive General Public Liability and Property Damage Liability Insurance:

1. The CONTRACTOR must carry Comprehensive General Liability insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; Contractor's Comprehensive Property damage Liability insurance providing for a limit of not less than Five Hundred Thousand dollars (\$500,000) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or Aggregate) limit on not less than One million dollars (\$1,000,000) for all damages arising out of injury or destruction of property during the policy period.
2. The insurance must be placed with such company as may be acceptable to the OWNER. The policy must be submitted to the OWNER for examination and satisfactory certificates and said insurance must be filed with the OWNER in (4 copies) upon notification of the intent to award. Bid award will proceed upon acknowledgement from the City's Purchasing Division that all appropriate documentation has been provided.

The CONTRACTOR will be charged with the responsibility for similar Public Liability protection for all their subcontract operations, and in the event CONTRACTOR'S policy does not cover each and every SUBCONTRACTOR, certificates of insurance issued on policies that may be acceptable to the OWNER covering each and every SUBCONTRACTOR must be filed with the OWNER prior to the commencement of such SUBCONTRACT operations.

Owner's Protective Liability Insurance & Property Damage:

The Contractor must provide the Owner an insurance policy written in the name of the OWNER, its employees, servants and agents, to protect the OWNER from any liability which be incurred against them as a result of any operations of the CONTRACTOR or their SUBCONTRACTORS or their employees. Such insurance must provide for a limit of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more person in any one accident and not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of injury to or destruction of property in any one accident and subject to total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automobile Liability and Property Damage Insurance:

The CONTRACTOR must carry Comprehensive Automobile Liability insurance covering all owned vehicles, hired vehicles or non-owned vehicles in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property damage coverage in the amount of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

Special Hazards Insurance:

Special hazards must be covered by rider or riders to the Public Liability and Property Damage insurance policy or policies hereinabove required to be furnished by the CONTRACTOR or by separate policies of insurance as follows:

1. Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to the excavation including borrowing, filling or backfilling in connection therewith, tunneling, pile driving, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
2. Property Damage Liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting

- equipment.
3. Property Damage Liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting there from.
 4. The CONTRACTOR must require similar insurance in such amounts to be taken out and maintained by each SUBCONTRACTOR.

Builders Risk Insurance:

During the progress of work the contractor must effect and maintain BUILDERS' RISK INSURANCE ON COMPLETED VALUE FORM against loss by fire, lightning, windstorm, hurricane, cyclone, tornado, hail, explosion, riot, riot attending a strike, aircraft, smoke and vehicles damage vandalism and malicious mischief upon all work in place and all material stored at the building site, whether or not covered by partial payments made by the OWNER. Their insurance must be in an amount equal to 100 percent of the insurable portion of the project and must be for the benefit of the OWNER the CONTRACTOR and each Subcontractor as their interest may respectively apply.

TECHNICAL SPECIFICATIONS

GENERAL: The Contractor must provide all plant, labor, materials and equipment and perform all work to resurface and reline the tennis court as indicated and specified within the limits of the project location. The Contractor must provide the Director of Public Works with a schedule showing the order and approximate date he intends to start each item of work. Where the term Standard Specifications is used, it refers to the most recent Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction with all revisions and addenda.

- Clear and clean the existing court of all vegetation and debris
- Repair cracks in asphalt court
- Level the surface of the existing court
- Resurface court with acrylic latex resurfacer
- Install new colored lines for tennis courts and pickle ball courts
- Install new tennis court nets

The existing infrastructure consists of a 110' x 120' pavement area, with two tennis courts on an asphalt surface. There are currently approximately 720 feet of cracks that need to be cleaned and repaired, with roughly 180 feet of those cracks wider than an inch. The existing asphalt court surface is expected to remain, along with the existing tennis net supports.

The payment for this work shall be as a Lump Sum for all work, completed and accepted by the Owner.

PLANS AND SHOP DRAWINGS: Plans shall be supplemented by Contractor-prepared Shop Drawings as necessary to control the Work and its prosecution. Shop Drawings consisting of details that are not included in the Plans but required for the Work shall be furnished to the City. Copies of any calculations required or used to prepare the Shop Drawings shall be furnished with the submission.

Shop Drawings will be required for:

1. Colorized Acrylic Resurfacer
2. Court Line Markings

Manufacturer's engineering data for prefabricated material, including that for falsework and forms shall be furnished with each set of Shop Drawings.

The Contractor shall not perform Work for items requiring Shop Drawings before review by the City. This review shall neither confer upon the City nor relieve the Contractor of any responsibility for the accuracy and completeness of the drawings, conformity with Contract requirements, and successful completion of the Contract. Before review of the Contractor's Shop

Drawings, the Contractor bears all risk and all costs of delays for items related to the respective Shop Drawing.

Shop Drawings illustrate the Contractor's methods intended to implement the Work in the Contract; they are not part of the Contract. The Contractor's submission of a Shop Drawing represents to the Engineer that the Contractor.

- (i) Coordinated the Shop Drawing with the Contract;
- (ii) Verified and measured the field dimensions and other information;
- (iii) Calculated all details, construction, and performance criteria; and
- (iv) Reviewed and accepted the Shop Drawings as its means and methods.

1. Submission of Shop Drawings. All Shop Drawings shall be submitted in a timely fashion so that the Contractor's accepted schedule will not be adversely impacted by the submittal process.
 - a. Shop Drawing submittals shall be via PDF files submitted electronically by the Contractor to the Engineering Department (david.a.kurowski@warwickri.gov). Each Shop Drawing submittal shall be accompanied by design computations, cuts from manufacturers' catalogs, and/or all other supporting technical bulletins and data. Upon the City's request, once the Shop Drawings are final, the Contractor shall submit for the record one hard copy set of Shop Drawings to the City.
 - b. All Shop Drawings shall be stamped by a Rhode Island Registered Professional Engineer. The stamping of Shop Drawings shall be according to the applicable requirements of the Rhode Island Board of Registration for Professional Engineers or other Boards of Professional Registration, as applicable.
 - i. Review of Shop Drawings. All Shop Drawings will be reviewed and returned to the Contractor for appropriate action within 30 calendar days from receipt of the submission or resubmission.
 - c. Shop Drawings that are erroneous, lacking required Professional Engineer stamps, lacking information necessary to control construction, or not in conformance with accepted design criteria will be rejected and returned to the Contractor. The Contractor shall address the Engineer's comments and resubmit revised Shop Drawings.
 - d. Shop Drawings designated "No Exception Taken – Subject to Revisions as Noted" may be used by the Contractor to commence corresponding Work subject to satisfying the written conditions of the review; these Shop Drawings shall be revised according to the notes (as applicable) and transmitted to the Engineer within fourteen calendar days of such approval.
 - e. There shall be no claims for additional payment by the Contractor, nor will there be an extension of time under Subsection 108.07 of the Standard Specifications,

for delays resulting from submissions or resubmissions due to incomplete Shop Drawings; for the time taken by the Contractor to submit revised Shop Drawings caused by an erroneous submission; or by a previous submission either lacking the information necessary to control construction; or for not conforming to accepted design criteria. In addition, the Engineer's review time of the revised Shop Drawings will not constitute justification for an extension of time.

- f. The Contract price shall include the cost of furnishing all Shop Drawings, including resubmissions. Shop Drawings are deemed incidental to the Contract.

SPECIFICATIONS

TEXTURED ACRYLIC COLOR SURFACING FOR TENNIS COURTS AND PLAY AREAS

PART 1 GENERAL

1.1 GENERAL DESCRIPTION

- A. Textured acrylic surfacing for asphalt tennis courts and similar play areas.

1.2 RELATED SECTIONS

- A. References
 - 1. National Asphalt Paving Association (NAPA)
 - 2. United States Tennis Association (USTA)
 - 3. International Tennis Federation (ITF)
 - 4. American Sport Builders Association (ASBA)
 - 5. USA Pickle ball (USAPA)

1.3 QUALITY ASSURANCE

- A. Surfacing shall conform to the guidelines of the ASBA for planarity.
- B. All surface coatings products shall be supplied by a single manufacturer.
- C. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period.
- D. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on the site.
- E. The installer shall be an authorized applicator of the specified system.
- F. The manufacturer's representative shall be available to help resolve material questions.

1.4 SUBMITTALS

- A. Manufacturer specifications for components, color chart and installation instructions.
- B. Authorized Applicator certificate from the surface system manufacturer.
- C. ITF classification certificate for the system to be installed.
- D. Reference list from the installer of at least 5 projects of similar scope.
- E. Current Material Safety Data Sheets (MSDS)

- F. Product substitution: If other than the product specified, the contractor shall submit at least 7 days prior to the bid date a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owners satisfaction that the proposed substitution is of equal quality and utility to that originally specified. Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system. The color system shall have an ITF pace rating in Category 3. Under no circumstances will systems from multiple manufacturers be considered.

1.5 MATERIAL HANDLING AND STORAGE

- A. Store materials in accordance with manufacturer specifications and SDS.
- B. Deliver product to the site in original unopened containers with proper labels attached.
- C. All surfacing materials shall be non-flammable.

1.6 GUARANTEE

- A. Provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion.

1.7 INSTALLER QUALIFICATIONS

- A. Installer shall be regularly engaged in construction and surfacing of acrylic tennis courts, play courts or similar surfaces.
- B. Installer shall be an Authorized Applicator of the specified surface system.
- C. Installer shall be a builder member of the ASBA.

1.8 MANUFACTURER QUALIFICATIONS

- A. System manufacturer shall provide documentation that the surface to be installed has been classified by the ITF as a medium pace surface.
- B. System manufacturer shall be a US owned company.
- C. System manufacturer shall be a member of the ASBA.

PART 2 PRODUCTS

a. MANUFACTURERS

- A. California Sports Surfaces, a division of the ICP Group, Andover, MA. 01810 / Plexipave System www.plexipave.com, or approved equal.
- B. Substitutions: Submit requests at least 7 days prior to the bid date with a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owner's satisfaction that the proposed substitution is of equal quality and utility to the specified product. Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system. The system shall have an ITF pace rating.

2.2 MATERIALS

- A. Patching Mix (California Court Patch Binder) - for use in patching cracks, holes, depressions and other surface imperfections.
- B. Crack Filler (California Crack Filler) - for use in filling fine cracks.
- C. Acrylic Filler Course (California Acrylic Resurfacer) – for use as a filler for new or existing asphalt surfaces. The acrylic filler shall be blended with approved silica sand at the job site.
- D. Acrylic Color Playing Surface (Plexichrome Ultra Performance/Plexipave Color Base) – for use as the finish color and texture. Plexichrome and Plexipave Color Base are blended at the job site to achieve the correct surface texture. *Factory Fortified Plexipave may be used as an alternative material.
- E. Line Paint (California Line Paint) – for use as the line marking on the court/play surface.
- F. Water – for use in dilution/mixing shall be clean and potable.

2.3 MATERIAL SPECIFICATIONS

- A. Court Patch Binder – acrylic resin blended with Portland cement and silica sand.
- B. Plexipave Crack Filler – acrylic resin heavily filled with sand.
- C. California Acrylic Resurfacer – acrylic resin (no vinyl copolymerization constituent). The product shall contain not less than 3.5% attapulgite.
- D. Plexichrome Ultra Performance –acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments.

- E. Plexipave Color Base – acrylic resin containing no vinyl copolymerization constituent. Contains not more than 63% rounded silica sand.
- F. California Line Paint – 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand.
 - a. All surfacing materials shall be non-flammable and have a VOC content of not less than 100g/L. Measured by EPA method 24.
 - b. Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to ensure quality and stability.

PART 3 EXECUTION

3.1 WEATHER LIMITATIONS

- A. Do not install when rainfall is imminent or extremely high humidity prevents drying.
- B. Do not apply unless surface and air temperature are 50°F and rising.
- C. Do not apply if surface temperature is in excess of 140°F.

3.2 PREPARATION FOR ACRYLIC COLOR PLAYING SYSTEM

- A. Clean surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated. Any areas previously showing algae growth shall be treated with Clorox or approved product to kill the organisms and then be properly rinsed.
- B. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner, shall be applied to kill all vegetation 14 days prior to use of Court Patch Binder according to manufacturer's specifications.
- C. Depression: Depressions holding enough water to cover a US five-cent piece shall be filled with Court Patch Binder Patching Mix. 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1-gallon Dry Portland Cement (Type I). This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer. The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain work ability. Allow to dry thoroughly and cure.
 - a. NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN INSPECTOR HAS ACCEPTED THE SURFACE.

D. Filler Course. (Acrylic Resurfacer): Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resurfacer may be used to pre-coat depression and crack/hole repairs to achieve better planarity prior to filler course application.

- a. Over a properly repaired surface of asphalt on existing courts, apply one coat of Acrylic Resurfacer according to the following mix:

Acrylic Resurfacer	55 gallons
Water	20 - 40 gallons
Sand	600-800 pounds / 60-80 mesh
Liquid Yield	112-138 gallons

On new asphalt, two coats of Acrylic Resurfacer shall be used to properly fill all voids in the asphalt surface. Use clean, dry 50-60 mesh sand and clean, potable water to make mixes. The quantity of sand and water in the above mix may be adjusted within above limits to complement the roughness and temperature of the surface.

- b. Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.
- c. Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or subsequent cushion or color surface system.

3.3 APPLICATION OF ACRYLIC COLOR PLAYING SURFACE

- A. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.
- B. Blend color base and Plexichrome Ultra Performance with a mechanical mixer to achieve a uniform Fortified Plexipave mixture. The mix shall be:

Color Base	30 gallons
Plexichrome	20 gallons
Water	20 gallons

- C. Application shall be made by 50 durometer rubber faced squeegees. The Fortified Plexipave mixture should be poured on to the court surface and spread to a uniform thickness in a regular pattern.
- D. A total of 3 applications of Fortified Plexipave shall be made to achieve a total application rate of not less than .15 gal. /sy. No application should be made until the previous application is thoroughly dry.

3.4 LINE PAINTING

- A. Line shall be 2" wide unless otherwise noted on the drawings. Lines shall be carefully laid out in accordance with ASBA, USTA and USAPA guidelines. The area to be marked shall be taped to insure a crisp line. The California Line Paint shall have a texture similar to the surrounding play surface. Application shall be made by brush or roller at the rate of 150-200 sq. ft./gal. (3/4 gal. per tennis court).

3.5 PROTECTION

- A. Erect temporary barriers to protect coatings during drying and curing.
- B. Lock gates to prevent use until acceptance by the owner's representative.

3.6 CLEAN UP

- A. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, state and Federal regulations.
- B. Leave site in a clean and orderly condition.

PLEASE COMPLETE THEIR PAGE & SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: RFP2024-057 Sleepy Hollow Tennis Court
Improvements

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price.

This offer will remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance by the CITY OF WARWICK will transform the bid into a contract. This bid and contract will be secured by Bonds, if required by the specifications.

Total bid price in words

\$

Total in figures

EXHIBITS

Figure 1: Existing Tennis Courts

Figure 2: Proposed Tennis/Pickleball Court Layout

Figure 3: Tennis Court Striping Detail

Figure 4: Pickleball Court Striping Detail