

## **REQUEST FOR PROPOSALS**

Item Description: JOSLIN RECREATION CENTER SWITCHGEAR

Procurement/MinuteTraq #:48995

**Date to be opened:** 5/5/2025

**Issuing Department**: Public Property

#### **QUESTIONS**

- Please direct questions relative to the specifications outlined (beginning on page 13) to the issuing department's subject matter expert:
  - o Name: Ben Lobaugh
  - o Title: Senior Capital Improvements Project Manager
  - o Email Address: blobaugh@providenceri.gov
- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-6) to the Purchasing Department.
  - o Email: <u>purchasing@providenceri.gov</u>
    - Please use the subject line "Solicitation Question"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 14-15) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - o Email: gdiaz@providenceri.gov
    - Please use subject line "MBE WBE Forms"

#### **Pre-bid Conference**

There is no pre-bid conference scheduled for this item.

**Deadline for questions submissions**: Friday, April 21, 2025 at 12:00pm



## **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### INSTRUCTIONS FOR SUBMISSION

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk. Room 311, City Hall. 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3<sup>rd</sup> floor of City Hall.

- Bidders must submit 2 copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well. (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have "**NOT A BID**" written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

Board of Contract and Supply Department of the City Clerk – City Hall, Room 311 25 Dorrance Street Providence, RI 02903

\*\*<u>PLEASE NOTE</u>: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is NOT requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City's Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



## **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### **BID PACKAGE CHECKLIST**

Digital forms are available in the City of Providence Purchasing Department Office or online at <a href="http://www.providenceri.gov/purchasing/how-to-submit-a-bid/">http://www.providenceri.gov/purchasing/how-to-submit-a-bid/</a>

The <u>Technical Proposal for Qualification</u> bid package MUST include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Bid Form 4: Affidavit of City Vendor (see pages 9 and 10 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (pages 11 and 12 of this document)

\*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, if requested (as indicated on page 5 of this document under "Bid Terms")

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

\*\*\*Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.



## **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### **NOTICE TO VENDORS**

- 1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
- 2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
- 3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
- 4. No proposal will be accepted if the bid is made in collusion with any other bidder.
- 5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
- 6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
- 7. The Board of Contract and Supply reserves the right to reject any and all bids.
- 8. If the City Department that is seeking the within described bids deems that it is in the City's best interest, the City reserves the right to waive any requirement of this RFP.
- 9. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City's Open Meetings Portal.
- 10. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- 11. In case of error in the extension of prices quoted, the unit price will govern.
- 12. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
- 13. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
- 14. A certificate of insurance will normally be required of a successful vendor.
- 15. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply (RIGL Sec. 37-13-1 et seq.)
- 16. No goods should be delivered, or work started without a Purchase Order.
- 17. Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.
- 18. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



## **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### **BID TERMS**

1.	Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. <u>If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply.</u> The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
	a) A certified check for <u>\$</u> must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
	b) A bid bond in the amount of <u>5</u> per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
	c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
	d) No financial assurance is necessary for this item.
2.	Awards will be made within <b>nighty (90) days of bid opening</b> . All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3.	Failure to deliver within the time quoted or failure to meet specifications may result in default in

3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

#### The following entry applies only for COMMODITY BID TERMS:

- 4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts. The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:
  - 5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
  - 6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, <u>RIGL 28-29-1</u>, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
  - 7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



## **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### **BID FORM 1: Bidders Blank**

- 1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
- 2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
- 3. The price or prices proposed should be stated both in WRITING and in FIGURES, and any proposal not so stated may be rejected. Contracts exceeding twelve months must specify annual costs for each year.
- 4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
- 5. All bids MUST BE SIGNED IN INK.

Name of Bidder (Firm or Individual):	
Contact Name:	
Business Address:	
Business Phone #:	
Contact Email Address:	
Agrees to bid on (Write the "Item Description" here):	
If the bidder's company is based in a state other than Rhode	
<i>Island</i> , list name and contact information for a local agent	
for service of process that is located within Rhode Island	
Delivery Date (if applicable):	
Name of Surety Company (if applicable):	
Total Amount in Writing*:	
Total Amount in Figures*:	
*If you are submitting a unit price bid, please insert "Unit Price Bid"	
Use additional pages if necessary for additional bidding details.	
	Signature of Representation
	Title



## **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

#### **BID FORM 2: Certification of Bidder**

(Non-Discrimination/Hiring)

Upon behalf of		(Firm or Individual Bidding),			
I,		(Name of Person Making Certification),			
bei	ng its	(Title or "Self"), hereby certify that:			
1.	Bidder does not unlawfully discriminate orientation and/or religion in its business	on the basis of race, color, national origin, gender, sexual and hiring practices.			
2.	. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.				
I af	firm by signing below that I am duly auth	orized on behalf of Bidder, on			
this	day of	20			
		Signature of Representation			
		Printed Name			



## **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

### **BID FORM 3: Certificate Regarding Public Records**

Upon	behalf of	(Firm or Individual Bidding),
I,		(Name of Person Making Certification),
	gits	
unders	rstanding that:	
1.	(RFQ's), documents contained within, and	for Proposals (RFP's) and Requests for Qualification the details outlined on those documents become public ce and opening at the corresponding Board of Contract
2.	. The Purchasing Department and the issuing effort to request that sensitive/personal info	department for this RFP/RFQ have made a conscious formation be submitted directly to the issuing on of specific details is critical the evaluation of a
3.	* **	ay be crucial to evaluating bids. Failure to provide or an inability to appropriately evaluate bids.
4.	. If sensitive information that has not been redefined supplemental information prior to t	equested is enclosed or if a bidder opts to enclose the he issuing department's request in the bidding packet vidence has no obligation to redact those details and
5.	. The City of Providence observes a public at the bidding packet may not be submitted di	nd transparent bidding process. Information required in rectly to the issuing department at the discretion of the , such as pricing terms, from becoming public. Bidders
I affir	rm by signing below that I am duly authorized	on behalf of Bidder, on
this	day of	20
		Signature of Representation

Printed Name



## **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### **BID FORM 4: Affidavit of City Vendor**

Per our Code of Ordinances Sec. 21.-28.1 (e), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per <u>R.I.G.L. § 36-14-2</u>, "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name	of the person making this affidavit:		
Positio	on in the "Business"		
	of Entity		
Addre	ess:		_
Phone	number:		
The n	umber of persons or entities in your entity that	at are required to report under Sec. 2128.1 (e):	
Read	the following paragraph and answer one o	of the options:	
are no	t in writing within the 12 month period prece	this bid submission with the City of Providence, eding the date of notification that the contract has alendar year to (please list all persons or entities to	s reached the \$100,000 threshold,
a. M	If Yes, please complete the following: Recipient(s) of the Contribution:	Yes   No	
	Contribution Date(s):	Contribution Amount(s):	
b. C	andidates for election or reelection to the Pro If Yes, please complete the following: Recipient(s) of the Contribution:	ovidence City Council?   Yes   No	
	Contribution Date(s):	Contribution Amount(s):	



## **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

c.	<ul> <li>The Mayor of Providence? ☐ Yes ☐ No</li> <li>If Yes, please complete the following: Recipient(s) of the Contribution:</li> </ul>		
	Contribution Date(s):	Contribution Amount(s):	
d.	Candidates for election or reelection to the office	of Mayor of Providence? □ Yes	□ No
	<ul> <li>If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):</li> </ul>	Contribution Amount(s):	
	Signed under the pains and penalties of perju	ry.	
	Position	_	



## **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### City MBE/WBE Participation Plan

Bidder's Name:

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Address:						
Point of Contact:						
Telephone:						
Email:						
Procurement #:						
Project Name:						
Which one of the following describes your business' status in terms of Minority and/o Owned Business Enterprise certification w State of Rhode Island? (Check all that app		or Woman with the ly).	□МВЕ	□WBE	□Neither MBE nor W	
This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found <a href="here">here</a> . Please visit, the <a href="here">City's MBE/WBE page</a> for details of the program (e.g. instructions and requirements).  • Nonprofit organizations are not required to complete the rest of this form.  • Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office						
Name of Subcontracto						
Type of RI Certification	on:	□МВЕ	□WB	E	□Neither	
Address:						
Point of Contact:						
Telephone:						
Email:						
Detailed Description of Performed by Subcont to be Supplied by Sup of Work provided in the Total Contract Value (	tractor or Materials plier Per the Scope he RFP		Subcontrac	et	Participation	I
			Value (\$):		Rate (%):	
Anticipated Date of Po	erformance:					
I certify under penalty	1 0 0	orgoing stat	ements are true a	nd correct.		
Prime Contractor/Vo	endor Signature			Title		Date
Subcontractor/Suppl	ier Signature			Title		Date

\*If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.



## **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### **City MBE/WBE Waiver Request Form**

or Duly Authorized Representative

Fill out this form only if you did not meet the City's 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at <a href="mailto:gdiaz@providenceri.gov">gdiaz@providenceri.gov</a>, for review **prior** to bid submission. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. In case a waiver is needed, City Department Directors should not recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

to other bids your company may s recommend a bidder for an award	submit in the future. <b>In case</b> I if this form is not included,	a waiver is needed, City Depar absent or is not signed by the cit	tment Directors should not y of Providence MBE/WBE director.
Prime Bidder:			
Company Name, Address:		 Trade	
Project /Item Description (as seen	on RFP):		
To receive a waiver, you must list whom you interacted, and the reas			ne name of the primary individual with
MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?
waiver of % MBE/WBE	$2(20\% \text{ minus the value of } \mathbf{B})$	ox F on the Subcontractor Disclo	f the total bid value. I am requesting a sure Form). If an opportunity is ffort will be made to select MBE/WB
Signature of Prime Contractor / or Duly Authorized Representativ	Printed Printed	Name	Date Signed
Signature of City of Providence MBE/WBE Outreach Director /		Name of City of Providence WBE Outreach Director	Date Signed



## **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### **BID PACKAGE SPECIFICATIONS**

This project includes materials only for a new 1000A Main Distribution Panelboard for the Joslin Recreation Center located at 17 Hyat St, Providence, RI 02909. See Construction Drawings and Specifications package under Attachment A.

#### **PROVISIONS OF THIS PROJECT**

- Upon the Issuance of the Award from the Board of Contract the City shall issue a Contract to be executed by the City and the vendor incorporating the bid specifications. All Provisions of the Specifications are binding.
- Any Permits Required by the City of Providence and/or State of Rhode Island Shall be Obtained by the Vendor –
  Permit Fees by the City of Providence Shall be Waived the State ADA/Levy Fee must be paid by each trade
  seeking a permit.
- This project qualifies for prevailing wages per the Davis Bacon Act (HUD). Certified payrolls will need to be
  submitted to the owner for all hours worked on site for this project. The Wage Decision for this project shall be as
  recorded on the Bid Date and is available at <a href="https://sam.gov/content/wage-determinations">https://sam.gov/content/wage-determinations</a>. Weekly Certified payrolls
  must be Submitted with Pay Requests Including Monthly Utilization Form.
- Prime Contractor and each Subcontractor providing labor must have a Unique Entity ID (UEI) from sam.gov.
- Prime Contractor must be enrolled in a registered apprenticeship program.
- An Insurance Certificate Shall be Submitted to the City Within 10 Days of Award
- A Copy of the Vendors Contractor's License Must be Submitted within 10 Days of Award
- All On-Site Personnel Shall be Licensed (If Required) and Shall have Proof of All Licenses Required by the State of Rhode Island to Perform the Work Required
- All Subcontractors Shall be Listed on the Bid Form All Insurance & Payroll Requirements Apply
  - General Contractor Shall be the Insurance Certificate Holder and the City Shall be Named as 'Additionally Insured' with Respect to Liability Insurance
- A Submittal Log Must be Submitted within 10 Days of Award

#### **CLOSE OUT DOCUMENTS**

- Prior to Final Payment the Vendor Shall Provide the Following:
  - o Copies of Permits Signed off and Approved (If Any)
  - o Operating Manuals and Warranties Shall Be Transferred and/or Delivered
  - Full and Completed As-Built Drawings Shall be Submitted for Approval
  - o Training Shall be Provided to City Personnel (If Required)
  - o Certification by Manufacturers Representative (If Required)

#### **QUALIFICATIONS**

Qualifications will be evaluated on the basis of similar project experience for:

- a. Completion of similar projects within the last 5 years.
- b. Size and dollar value of similar completed projects.
- c. Contractor's performance with similar projects. (references will be checked)
- d. Relevant experience of individuals assigned to the project.



## **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

This information is <u>NOT</u> requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.

<u>All bids submitted to the City Clerk become public record</u>. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

#### You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.

#### The following attachments are included as part of this RFP:

• Attachment A – Construction Documents



## **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
- 3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
- 4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
- 5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an

- outstanding invoice.
- 6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
- 7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
- 8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
- 9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
- 10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
- 11. The City may terminate this Agreement upon five (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the terms and conditions of this Agreement has been materially impaired in any way, including but in no



## **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

- 12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
- 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
- 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
- 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
- 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
- 17. The failure of the City to require performance of any provision shall not affect the City's right to

- require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

# SWITCHGEAR BID PACKAGE JOSLIN RECREATION CENTER

## - CPF RENOVATION

17 Hyatt St., Providence, RI 02903

LIST OF DRAWINGS

ELECTRICAL POWER RISER DIAGRAM & DETAILS

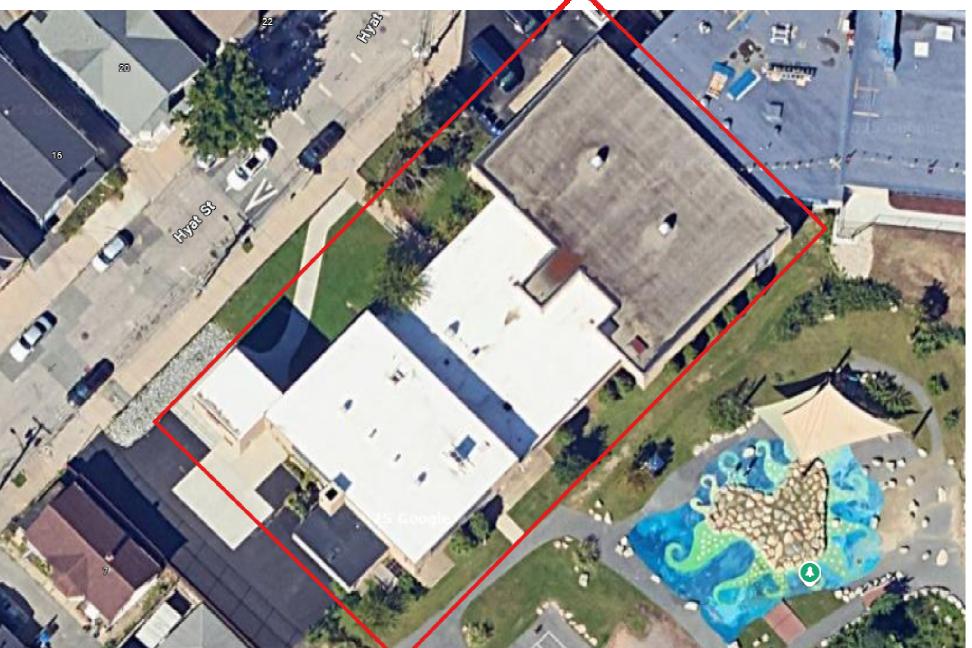
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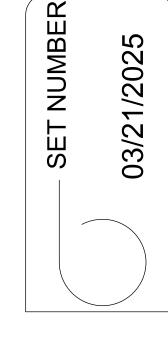




## Owner:

City of Providence, Dept. of Public Property 25 Dorrance Street Providence, Rhode Island 02903

> **Project Status** 03/21/2025



## KEYED SHEET NOTES

- 1,000A/3P SERVICE ENTRANCE RATED, 100% RATED MCB WITH LSIG AND ARC FAULT MAINTENANCE SWITCH.
- 2 PROVIDE TRANSIENT VOLTAGE SURGE SUPPRESSION DEVICE WITH MEDIUM EXPOSURE LEVEL (160KA) EQUAL TO EATON#SPD-160-K. MANUFACTURER OF SURGE PROTECTION DEVICE (SPD) SHALL MATCH THE PANELBOARD MANUFACTURER. PROVIDE 4#6+1#10G. 1"C. VIA 60A/3P CIRCUIT BREAKER TO SPD. EXACT LOCATION SHALL BE DETERMINED IN FIELD. PROVIDE WORKING CLEARANCES IN ACCORDANCE WITH THE NEC.

REMARKS

MAIN DISTRIBUTION PANEL "MDP"

PHASE: 3

<u>WIRE</u>: 4 <u>AIC</u>: - 65K

SPACE & PROVISIONS

SPACE & PROVISIONS SPACE & PROVISIONS

SPACE & PROVISIONS

SPACE & PROVISIONS

SPACE & PROVISIONS

400 3 EXISTING 400A MDP BACKFEED

DESCRIPTION OF LOAD

VOLTAGE: 120/208V

1 400

3 125

7 125

BUS RATING (CU): 1000 AMPS

MAINS: 800A MAIN CIRCUIT BREAKER CKT OVERCURRENT DEVICE (AMP)

NO FRAME TRIP POLES

2 125 60 3 HRU-1A

4 125 100 3 HPU-1

5 225 150 3 DOAS-1

8 125 100 3 SPARE

6 225 225 3 PANEL RP-1

60 3 HRU-1B

60 3 SPARE

## JOSLIN RECREATION CENTER - CPF RENOVATION

17 Hyatt St., Providence, RI 2909

Owner: City of Providence, Dept. of Public Property 25 Dorrance Street Providence, Rhode Island 02903



CONNECTED LOAD

(kW)

400 Massasoit Avenue Suite 300, Second Floor East Providence, Rhode Island p. (401) 331-9200

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PARTIES THAN THOSE PROPERLY AUTHORIZED BY CONTRACT WITHOUT THE EXPRESS AUTHORIZATION OF THE ARCHITECT.

BUILDING ENGINEERING RESOURCES, INC. 66 Main Street Office Commons 95 N. Easton, MA 02356 351 Centerville Road 508.230.0260 Warwick, RI 02886 F 508.230.0265 T 401.384.7682 www.ber-engineering.com er@ber-engineering.com

### **GENERAL NOTES**

1. CONTRACTOR SHALL VISIT SITE, PRIOR TO BID, AND CAREFULLY 1. CONTRACTOR SHALL VISIT SITE, PRIOR TO BID, AND CAREFULLY INVESTIGATE AND EXAMINE THE AREA OF WORK SO AS TO SATISFY HIMSELF AS TO THE NATURE AND LOCATION OF THE WORK. CONTRACTOR TO NOTE THE CHARACTER, QUALITY, QUANTITIES OF MATERIALS REQUIRED AND DIFFICULTIES TO BE ENCOUNTERED, THE KIND AND EXTENT OF EQUIPMENT AND FACILITIES NEEDED FOR PERFORMANCE OF THE WORK AND OTHER ITEMS WHICH MAY, IN ANY WAY, AFFECT THE WORK OR CONTRACTOR'S PERFORMANCE.

2. DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR

**Date**: 03/21/2025

Drawn by: DD/DC Proj. Mgr.: ARV Revisions

Description No. Date

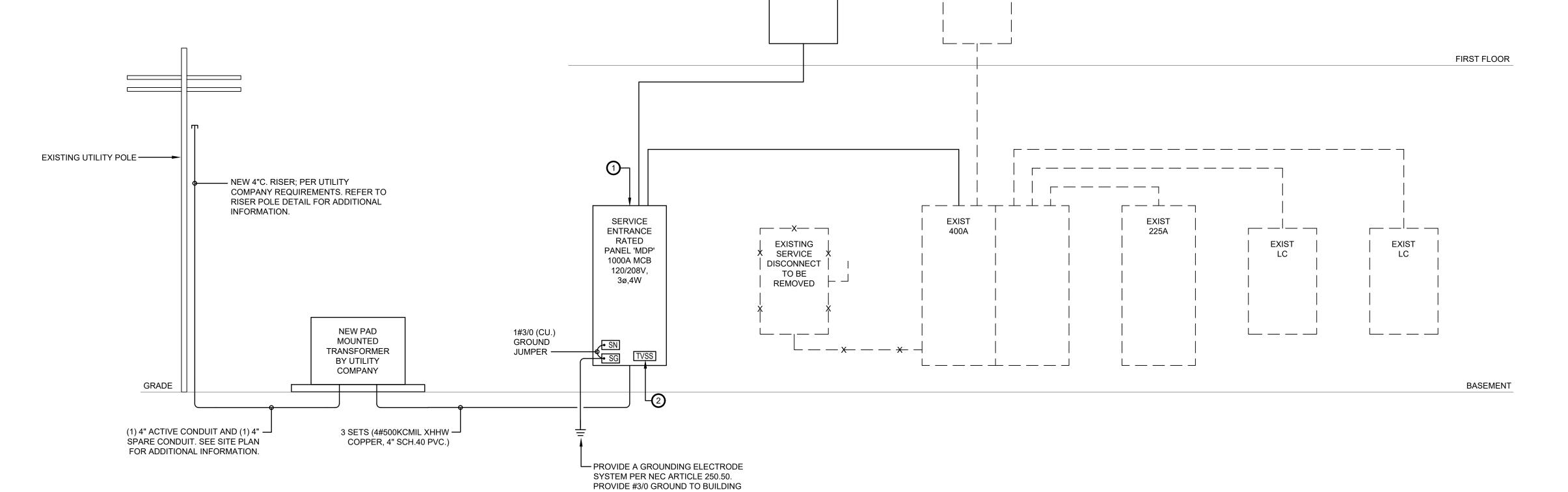
ELECTRICAL POWER RISER DIAGRAM & **DETAILS** 

##### - E2-01

Progress Set

FOR PRE PURCHASE 03-21-25

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POWER RISER DIAGRAM

STEEL AND DRIVEN GROUND ROD.

E2-01 NTS

PANEL

**EXIST** 

PNL

## **Project Manual**

# CITY OF PROVIDENCE JOSLIN RECREATION CENTER SWITCHGEAR BID PACKAGE

17 Hyatt St, Providence, RI 02903 Project No. 23068



## Early Bid Package - Electrical March 21, 2025

#### **OWNER:**

**City of Providence** 

25 Dorrance St Providence, RI 02903

#### **ARCHITECT:**

Rowse Architects, Inc.

400 Massasoit Avenue East Providence, Rhode Island 02914

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1.2	SURGE PROTECTIVE DEVICES (SPD'S)	3

#### SECTION 26 00 00 - ELECTRICAL

#### 1.1 SWITCHBOARD

- A. The switchboard shall be of the free-standing deadfront, front accessible only, totally metal enclosed externally operable type, and shall consist of an assembly of standardized vertical sections, each having rigid frame construction of heavy gauge formed steel. Each section shall be thoroughly rustproof, primed and painted to provide an overall even appearance. Adjacent vertical sections shall be arranged for bolting together. Welded construction will be permitted only for individual vertical sections. Switchboards shall include all protective devices and equipment as listed on the Contract Drawings with the necessary interconnections, instrumentation and control wiring. All switchboard sections shall align on front and rear.
- B. Its arrangement shall be such that their lowest current carrying parts are at least 12 inches above finished floor, and its height is no more than 90 inches.
- C. It shall comply with all the latest applicable standards of NEC, NEMA, ANSI and UL, having all main overcurrent and switching devices individually mounted and front accessible only. All branch overcurrent and switching devices shall be panel mounted, and shall be front accessible only.
- D. Molded Case Circuit Breakers:
  - 1. Main and distribution feeder protective devices as shown shall be molded case air circuit breakers, built, tested and UL labeled per UL 489. Main and distribution feeder breakers shall have long time, short time, instantaneous, (LSI) trip functions. Main circuit breaker shall also have a ground fault (G) trip function.
  - 2. Breaker trip unit shall be solid-state trip complete with built in current transformers, solid-state trip unit and flux transfer shunt trip. Breakers shall have interchangeable trip rating plugs with trip ratings as indicated on the Contract Drawings. Rating plugs shall be interlocked so they are not interchangeable between frames and interlocked such that breaker cannot be latched with rating plug removed. Provide test kit that is fully compatible with built-in test points for testing long delay and instantaneous functions of the breaker by means of a 120-volt operated test kit.
    - a. Solid-state instantaneous element shall be continuously adjustable from approximately 4 to 8 times the trip rating, with short time adjustment from instantaneous to 10 cycle delay for coordination purposes. Provide short delays over-ride feature providing for instantaneous tripping on high magnitude faults.
  - Molded case breakers shall have available interrupting current (AIC) rating shall meet or exceed the switchboard assembly UL listed integrated short circuit rating but shall have a minimum 65,000 symmetrical RMS interrupting capacity at 240 volts.
- E. It shall have ample gutter space for outgoing cables.
- F. It shall have complete bussing suitable for main service supply characteristics.
- G. It shall have a neutral bus.
- H. It shall have a ground bar sized per NEC but shall be minimum 2" x 1/4" copper bar run along the switchboard for its entire length. The ground bar shall be fastened and bonded to each vertical framing member of the switchboard.

- I. Rear or side access to each vertical section shall not be required.
- J. Switchboard bussing shall be of hard drawn 98% minimum conductivity copper and shall conform to the following:
  - 1. No individual bar shall be of a thickness of more than 1/4 inch. Where necessary for current capacity, multiple parallel bars shall be used. Parallel bars shall be separated by copper spacers or washers maintaining a spacing equal to bar thickness.
  - 2. Exclude divergent routing of electrically paralleled bars.
  - 3. Connections shall be made up with cadmium plated steel bolts and nuts utilizing "Belleville" type washers or split locknuts plus flat washers.
  - 4. The current density across bolted contact surfaces of bars shall not exceed 200 amps per square inch. Bolted contact surfaces of bars shall be silver or tin-plated.
  - 5. Bracing and protective devices shall be such as to withstand and interrupt short circuit stresses of 65,000 amps symmetrical at 480 VAC minimum or available short circuit whichever is larger.
  - 6. Bussing designated as mains shall be run for the full extend indicated without reduction in size.
  - 7. Neutral bussing shall be full size.
  - 8. Neutral bussing shall extend the same length as the main phase bussing with which it is associated.
  - 9. The neutral bus shall be bonded to the ground bus by means of insulated copper cables.
  - 10. Each neutral bus shall be properly drilled and tapped for each outgoing feeder requiring a neutral connection.
  - 11. "Spaces only" for overcurrent protection and switching devices shall be bussed for the maximum device that can be fitted into them including all necessary hardware except the device itself.
  - 12. Bussing and arrangement of overcurrent and switching devices shall be bussed for the maximum trip setting of the device that can be fitted into them.
- K. Submit certification that the switchboard has withstood, without breakdown, a factory dielectric "Hi-Pot" test consisting of a one minute application of a 60 cycle AC test voltage applied between phase legs and from each phase leg to enclosure. The applied test voltage shall have an RMS valve of at least twice the line-to-line system voltage to which the switchboard is to be applied.
- L. The main switchboard shall be listed with an Underwriters label attesting to its suitability as service entrance equipment.
- M. Provide a separate barriered-off Utility Metering Compartment complete with hinged sealable door complying with Utility Company requirements. Bus work shall include provisions for mounting Utility Company current and potential transformers.
- N. Provide a separate customer metering compartment with front hinged door and include the

#### following:

- Current transformers for each meter. Current transformers shall be wired to shorting type terminal blocks.
- 2. Potential transformers including primary and secondary fuses with disconnecting means for metering.
- 3. Microprocessor based metering system.
- O. Provide small control wiring, necessary fuse blocks, suitable numbering strips and terminal blocks as required.
- P. Provide adequate means for rigging, skidding and rolling.
- Q. Switchboard shall be manufactured by Square D, Siemens, Eaton, or General Electric.
- 1.2 SURGE PROTECTIVE DEVICES (SPD'S)
  - A. Summary: Section Includes: Provide surge protective devices (SPD) integral to main switchboard for the protection of building electrical system.
  - B. References:
    - ANSI/IEEE C.62.41 and C62.45
    - 2. UL 1449 3rd Edition
    - 3. UL 1283
    - 4. NEC NFPA 70
    - 5. NEMA LS1
    - 6. NFPA
    - 7. OSHA
    - 8. IEEE Std. 1100

#### C. Submittals:

- 1. Shop Drawings: Provide Shop Drawings with wiring diagrams, installation information, testing and maintenance procedures, and operational information for the transient protection system. Shop Drawings shall be submitted to Engineer for approval before starting actual fabrication.
- 2. Submittal for Approval: Provide the following transient protection submittals:
  - a. Dimensional Drawing of each SPD type, indicating proposed mounting arrangements.
  - b. Written functional description of the transient protection circuit in terms of components, configuration, design approach, and performance capability per latest NEMA LS1.
  - c. The means of connection of the SPD to the electrical distribution system per latest NEMA

LS1.

- d. Manufacturer will provide UL-1449, Third Edition data card showing the Suppressed Voltage Rating (SVR) for the specific catalog number submitted. "Typical" UL 1449, Second Edition data is not acceptable.
- e. Per the requirements of NEC Article 285.6, the devices shall be marked with the short circuit current rating. This rating shall meet or exceed the available fault current. Test data from an independent testing laboratory shall be provided to demonstrate the short circuit current rating has been tested on a complete device.
- f. Submit test report data clearly demonstrating the maximum surge current rating has been tested on a COMPLETE SPD unit including all necessary fusing/overcurrent protection, thermal disconnects, integral disconnects and monitoring systems. Manufacturers who cannot provide this data will not be considered.
- g. Submit data demonstrating the complete SPD unit, including all overcurrent protection, is fully capable of a minimum repetitive surge current rating of 15,000 ANSI/IEEE C62.41, Category C3 (10kA) impulses without failure or a change in performance characteristics of more than 10%.
- h. Written detailed response to each paragraph of the specification indicating that the proposed product meets or exceeds this specification. If specific paragraphs are not met, provide written explanation as to why not.
- D. Warranty: Description: Manufacturer shall provide a product warranty for a period of not less than 10 years from date of installation. Warranty shall cover unlimited replacement of system protection modules during warranty period. The first five years of this warranty will include any field labor required to perform repair or replacement work.

#### E. Manufacturers:

- 1. Acceptable Manufacturers: Subject to compliance with requirements of the Contract Documents, acceptable manufacturers are as follows:
  - a. Eaton
  - b. Siemens
  - c. Square D
  - d. General Electric
- 2. Quality: The manufacturer shall be ISO 9001 certified, demonstrating world-class quality systems for the design and manufacture of the SPD units.

#### F. Environmental:

- 1. General Requirements:
  - a. No audible noise shall be generated.
  - b. No appreciable magnetic fields shall be generated. System shall be capable of use directly in computer rooms in any location without danger to disc units, disk packs, or tapes.
  - c. Operating conditions:
    - 1) 30 130 Degrees F.
    - 2) 15 85 Percent Humidity Non-Condensing.

#### G. Surge Suppressors:

- 1. General Requirements:
  - a. Rated for a 208Y/120 volt, 60 Hertz, 3 phase, 4 wire switchboard.
  - b. Surge suppressors shall be in accordance with the following requirements:
  - c. Unit shall be parallel in design and connect in parallel to main switchboard. Each surge suppression element (MOV) shall be individually fused so that a failure of one element and/or fuse shall not affect other surge suppression elements.
  - d. Units shall be UL 1449, 2nd Edition Listed.
  - e. Unit shall provide maximum UL 1449 3rd Edition Suppressed Voltage Rating (SVR) for 120, 120/208, or 120/240 volt system as follows:
    - 1) L-N = 330V.
    - 2) L-G = 400V.
    - 3) N-G = 400V.
    - 4) L-L = 600V.
  - f. Units shall provide maximum UL 1449 3rd Edition Suppressed Voltage Rating (SVR) for 240, 277, or 277/480 Volt systems as follows:
    - 1) L-N = 700V.
    - 2) L-G = 800V.
    - 3) N-G = 600V.
    - 4) L-L = 1200V.
  - g. Unit shall provide maximum surge current rating of 200,000 amperes L-N based on ANSI/IEEE C62.41 standard 8 by 20 microsecond current waveform.
  - h. Unit shall have a short circuit current rating, which equals or exceeds that of the Main Switchboard.
  - Unit shall be UL 1283 listed as an electromagnetic interference filter and provide 50 Ohm noise attenuation of at least 40 dB at 100 kHz, 30 dB at 1 MHz, 35 dB at 10 MHz, and 50 dB at 100 MHz.
  - j. Unit shall include solid-state, long-life externally mounted LED visual status indicators that indicate the on-line status and operational integrity of each phase of the unit.
  - k. Unit shall have a Form C summary alarm output contact rated for at least 1 amp at 120VAC for remote annunciation of SPD status.
  - I. Unit shall include a built-in, push-to-test feature that tests the integrity of all modules, MOV's and fuses in the system.
  - m. An adjustable (re-settable) counter shall be provided to totalize transient voltage surges in both the normal and common mode. The readout shall be at least a seven-digit LCD located on the unit front cover and provided with a 10-year battery backup to maintain counts in the event of power loss.
- H. Grounding: Suppressor ground shall be bonded to the equipment grounding conductor and service entrance ground.