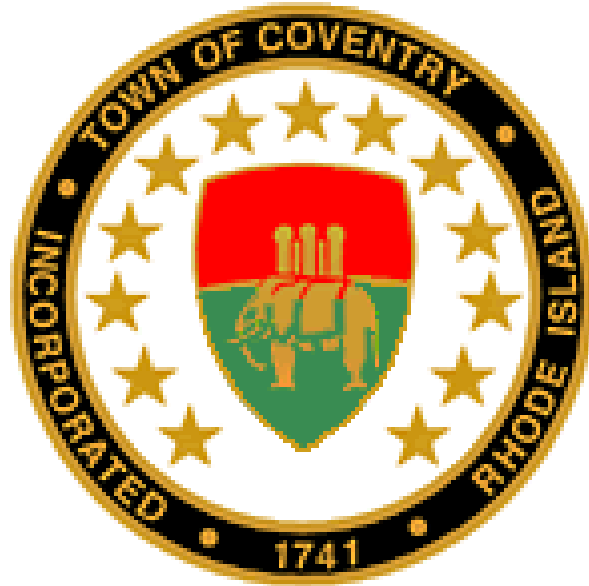
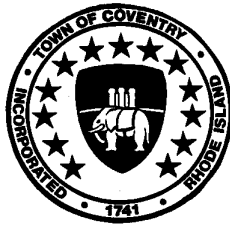


TOWN OF COVENTRY
DEPARTMENT OF PARKS AND RECREATION



SPECIFICATIONS FOR
BRAIR POINT BEACH GATES
TOWN OF COVENTRY, RI

February 2019



TOWN OF COVENTRY
DEPARTMENT OF PARKS AND RECREATION
1670 Flat River Road, Coventry, RI 02816
401-822-9107 Fax 401-822-9148

INVITATION TO BID

Briar Point Beach Gates

Sealed bids will be received at the Office of the Town Clerk, Town of Coventry, Town Hall, 1670 Flat River Road, until 2:00p.m. on February 15, 2019, at which time they will be opened and read aloud. The award of the contract will be made by the Town Council as soon thereafter as practical.

The Town of Coventry reserves the right to reject any or all bids, to waive any formalities in a bid, to make awards to separate bidders, to make awards to more than one bidder or to accept that bid or bids which in the judgment of the awarding authority is in the best interest of the Town.

Specifications and information for bidders may be obtained at the Office of Town Clerk. Bids are to be submitted on forms furnished by the Town and completed bid forms are to be deposited with the Town Clerk no later than 2:00p.m. on February 15, 2019.

A Mandatory Pre-Bid Meeting for a Briar Point Beach walk-through must be scheduled prior to submission. Contact (401) 822-9107.

The Bid Envelope must be clearly marked "**Briar Point Beach Gates**".

TOWN OF COVENTRY

Joanne Amitrano
Town Clerk

SPECIFICATION FOR BRAIR POINT BEACH GATES

GENERAL CONDITIONS

1. Use the bid form furnished with this invitation and complete all spaces provided on the bid form. Failure to provide information may invalidate the bid.
2. The Town of Coventry reserves the right to refuse any and all parts of any bid.
3. Any variance to the requested specification shall be specifically stated by the bidder on the Bid form.
4. The quantities listed in the Bid (proposal) are approximate and are given only for use in comparing bids and to indicate approximately the total amount of the Bid, and the Owner does not expressly or by implication represent that the actual quantities will correspond therewith but does call particular attention to the uncertainty of the quantities involved which cannot be predicted in advance. Under the Bid, the Owner reserves the right to increase or decrease the approximate quantities for, or to omit entirely, any of the items as listed in the bid.
5. Bid must specify any and all warranties and include a full descriptive brochure describing in detail the material being bid.
6. Bids should reflect any and all discounts and be quoted FOB Coventry, Rhode Island.
7. Bids shall be sealed, shall be delivered to the Town Clerk prior to closing date and time and the envelope shall be clearly marked as indicated in the Invitation to Bid notice.
8. The bidder shall comply with all laws of the United States, the State of Rhode Island and all local ordinances.
9. If any further information is needed please contact (401) 822-9107.
10. Materials and equipment purchased for installation under this contract are exempt from the Rhode Island Sales Tax. The exemption from the Sales Tax shall be taken into account by the Contractor during the bidding.
11. Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery during the normal course of business prior to the time fixed for the opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for the opening of the bids. Negligence on the part of the bidder in preparing their bid confers no right of withdrawal or modification of their bid after such bid has been opened.

Project Specifications:

Following are the general specifications of work to be completed (*these specifications should be used as a guide only for bidding on the project*):

Project Preparation and Minimum Safety Procedures to be included:

- Perform a pre-job meeting with appropriate Town of Coventry staff to determine job site logistics and safety requirements.
- Furnish proposed construction schedule.
- Furnish and install proper safety equipment in accordance with all applicable OSHA Guidelines and industry standard safety protocols.
- Furnish and install warning lines to identified areas associated with beach entrance and exit related activities.
- Dispose of all materials in accordance with all applicable federal, state, and local regulations.

Gate Installation:

- Two single swing pipe gates 18' opening
- Gates must be squared and covered with chain link fence
- Install two posts to hang gates on while in open position
- Install two swing gate operators mounted on concrete pads
- Include six loop detectors
- Include one wireless key pad
- Include two 24 hour timers
- Include one SOS siren operated sensor for emergency access
- Include two photo eye sensors
- Furnish and install/replace of 6' high chain link fence if needed
- Gate operators must have battery backup
- Supply four (4) gate entry remotes

Electric and Trench Work:

- Dig trench, if required, for electrical work
- Install new power feed underground to approximately 10' in front of guard shack
- Install weather proof panel
- Install grounding
- Backfill and patch asphalt, if necessary, to the same or better condition than prior to trenching

Clean Up:

- All work premises will be cleaned daily during the construction process and at the completion of the project. All materials will be disposed of in accordance with appropriate federal, state and local regulations.

Warranty:

- The bidder must supply a minimum 1 year warranty which protects the new gates against defects in workmanship and supplied materials.

BIDDER INFORMATION FORM

Name of Bidder: _____

FIRM NAME AND ADDRESS OF BIDDER – This bid is submitted in the name of:

FIRM NAME: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

COMPANY LICENSE #: _____

BY: _____

(Signature)

TITLE: _____

SIGNED THIS _____ DAY OF _____, 2019.

ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Parks and Recreation of the contract for this work, that there be filed a sworn statement executed by, on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to by the successful bidder before a person who is authorized by the Laws of this State to administer oaths. If the original of such sworn statement is not signed and submitted, the bid will not be considered responsible.

In order to comply with the above-noted Section 112(c), every bidder must complete the required certification statement.

A bidder will not be considered for award of contract under this invitation for bid unless such bidder completes the following required certification statement prescribed below:

To the Town of Coventry

STATE OF RHODE ISLAND

COUNTY OF _____

I, _____ (name of party signing affidavit) _____ (title), being duly sworn, do depose and say: On behalf of _____ (name of Contractor), of that said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Coventry contracts.
Contractor: _____

By: _____
(print name)

Signature: _____

Sworn to before me this ____ day of _____, 2019

My commission expires _____.

Signature and Seal of Notary Public

LIABILITY/INSURANCE

Liability:

The Contractor shall and does assume all liability under the terms of the Workmen's Compensation Law of the State in which the work is being performed.

Contractor assumes all liability for injury to persons or damage to, or loss of property of (a) Contractor, his agents or employees, (b) Owner, its agents or employees, and (c) any other person, firm or corporation arising in any way directly or indirectly out of the performance of this Contract whether or not such injury, damage, or loss is due to the negligence of the Contractor, its agents or employees. This foregoing assumption of liability by Contractor shall include, without limiting the generality of the foregoing, any injury, damage, or loss arising out of the operation of motor vehicles. This assumption of liability by Contractor shall also include, without limiting the generality of the foregoing, any injury, damage or loss (1) arising out of the negligence of Contractor, (2) arising out of the joint or combined negligence of Contractor and Owner, (3) arising out of the negligence of a third party or parties and Contractor, or (4) without limiting in any way the foregoing, arising in any way, directly or indirectly out of the conduct or occurrence not fully limited to the separate sole negligence of the Owner as proven by Contractor or third party.

Should the Owner or an agent or employee of the Owner be made a party to any suit or proceeding, even though such suit or proceeding is groundless, false or fraudulent, arising out of injury, damage, or loss for which the Contractor assumes liability under this Contract, the Contractor will defend such suit or proceeding and shall indemnify and hold harmless the Owner, its agents or employees, of and from all liability loss, expenses, judgements (including interest thereon), including Attorney's fees.

Since Contractor hereunder shall be an independent Contractor and not agent, servant, or employee of Owner, Contractor assumes full responsibility for compliance with any and all Federal, State or municipal laws, ordinances, and regulations, including (but not limited to) those having to do with labor, wages and benefits, or taxes and duties collectible from employees under all applicable provisions of the law.

Should the Company choose to subcontract, the Company shall remain fully responsible for the performance of all obligations, which it is required to perform under the Contract. Any subcontract entered into by the Company shall name the Town as a third party beneficiary.

Insurance:

Unless otherwise specified, the Contractor shall, before commencing work hereunder, procure and thereafter maintain policies of insurance satisfactory to the Owner covering the liabilities assumed above in the following minimum amounts.

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$1,000,000 (each person)
Workmen's Compensation Insurance	All liabilities imposed by Workmen's Compensation Statutes
Employer's Liability Insurance	\$ 100,000
Contractual Liability Insurance	\$1,000,000
Completed Operations Insurance	\$ 500,000

Owned, Hired and Non-Ownership Vehicle Bodily Injury and Property Damage to the following Limits:

-bodily injury	\$ 500,000 (each person)
-accidental death	\$1,000,000 (each accident)
-property damage	\$1,000,000 (each accident)

The Contractor agrees to file with the Owner before commencing work hereunder, copies of policies of such insurance which shall contain by endorsement, the specific liabilities assumed above, together with certificates of insurance which shall contain a provision that no change in the amount of said insurance, or termination thereof, shall take place without previous 10 days written notice to the Owner and its written consent to change or termination.

BID PROPOSAL FORM

Name of Bidder: _____

The undersigned in submitting this proposal agrees as follows:

The entire work shall subject to the requirements of the Contract Documents and Specifications.

Prior to execution of the Agreement for this work, the Contractor shall furnish the Owner with copies of Certificates of Insurance.

Time of Completion:

The undersigned agrees to commence work after _____ and to fully complete the total project by _____.

Withdrawal of Bid:

The undersigned agrees that this bid may not be withdrawn for a period of sixty (60) days after the bid opening date or receipt thereof.

Rejection of Bid:

The undersigned agrees that the Owner reserves the right to accept to reject any total bid, or part thereof, and to award the total contract or part thereof to other than the low bidder. All decisions regarding contract awards will be final.

Scope of Work

- 1) Builder will supply all necessary materials
- 2) Builder will install two posts to mount gates and two additional posts to hang gates on while in open position
- 3) Builder will install two single swing pipe gates that will span the approximate 18' opening
- 4) Gates must be squared and covered with chain link fence
- 5) Builder will install two swing gate operators that will be mounted on concrete pads. Gate operators must have battery backup
- 6) Builder will install six loop detectors, one wireless key pad, two 24 hour timers, one SOS siren operated sensor for emergency access, and two photo eye sensors
- 7) Builder will furnish and install/replace 6' high chain link fence
- 8) Builder will supply four (4) gate entry remotes
- 9) Dig trench, if required, for electrical work
- 10) Install new power feed underground to approximately 10' in front of guard shack
- 11) Install weather proof panel
- 12) Install grounding
- 13) Backfill and patch asphalt, if necessary, to the same or better condition than prior to trenching
- 14) All work premises will be cleaned daily during the construction process and at the completion of the project. All materials will be disposed of in accordance with appropriate federal, state and local regulations
- 15) Upon completion, the bidder must supply a minimum 1 year warranty which protects the new gates against defects in workmanship and bidder supplied materials. If the gates, at any time during the warranty period, shows defects due to or workmanship, the bidder shall provide complete warranty service to remedy the defect. **The warranty must include a minimum of one (1) full year warranty on bidder supplied materials and labor. "Pass through" manufacturer warranties for materials alone will not be sufficient.**
- 16) Material tax and permitting fees are waived
- 17) Labor rates are based on Davis Bacon RI Prevailing Wages

Subcontractors

Does this proposal include the use of subcontractors?

Yes _____ No _____

If “Yes”, vendor must:

- List each subcontractor involved in project

Subcontractor Name	Subcontractor Dollar Amount

Specifically state what tasks each subcontractor will perform.

- The Town of Coventry requires that the awarded vendor provide proof of payment of any subcontractors used for this project.
- Proposals shall include a plan by which the Town of Coventry will be notified of such payments.
- Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

EXECUTION

DELIVERY AND STORAGE

- A. Material shall be delivered to the site in the original unopened containers or wrappers, clearly labeled with the manufacturer’s name, brand name, and such identifying numbers as are appropriate. Materials damaged in handling or storage shall not be used. Cardboard containers should be stored on pallets in a dry area.

INSTALLATION PROCEDURES

- A. General: Comply with manufacturer’s instructions, except where more stringent requirements are indicated herein.