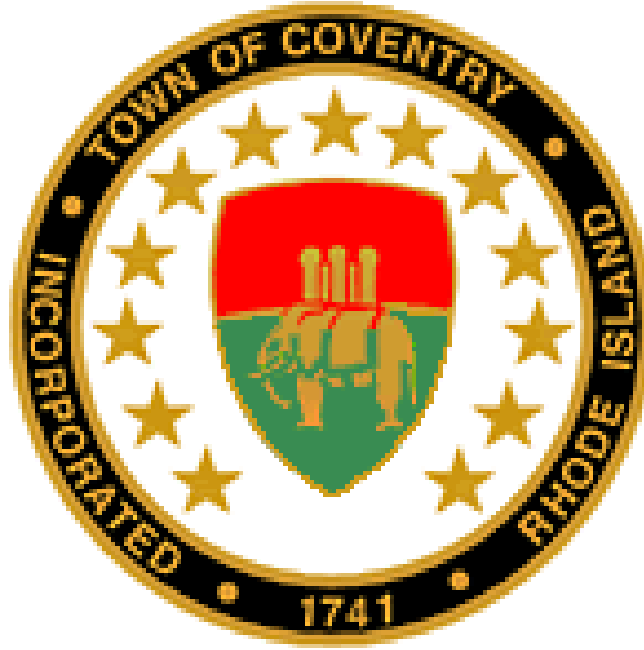


# TOWN OF COVENTRY



## SPECIFICATIONS FOR GREEN FARM ESTATES DRAINAGE IMPROVEMENTS PROJECT

TOWN OF COVENTRY, RI  
AUGUST 2024

**TOWN OF COVENTRY**  
**Office of the Town Engineer**  
1670 Flat River Road, Coventry, RI 02816  
401-822-9182 Fax 401-822-9141

**INVITATION FOR BIDS**  
**GREEN FARM ESTATES DRAINAGE IMPROVEMENTS PROJECT**  
**TOWN OF COVENTRY, RHODE ISLAND**

Sealed bids for the Green Farm Estates Drainage Improvements Project shall be received at the Office of the Town Clerk, Town of Coventry Town Hall, 1670 Flat River Road, until 10:00 a.m. on **August 19, 2024**, at which time they will be opened and read aloud.

Work includes but is not limited to: Construction of approximately 420 LF of new grass lined swale; furnish & install (F&I) approximately 120 LF of 12" diameter HDPE drainage pipe; F&I two (2) 4' precast catch basin structures w/ frames and grates; reconstruct field stone retaining wall; connect new 12" HDPE drainage pipe to existing catch basin in Old North Road; relocate private water service under new drain line; remove and dispose picket fence and shed; F&I rip-rap in section of swale; pavement repair; F&I loam and seed and F&I erosion and sediment control; ADD/ALTERNATE One (1) Year Landscape Maintenance Period (see Sheets 61-62 for Scope of Work Summary). All base contract work must be completed within 60 days of notice to proceed.

CONTRACT DOCUMENTS may be examined/obtained at the Coventry Town Engineer's Office, 1675 Flat River Road, Coventry, R.I. between the hours of 8:30 am and 4:30 pm. No deposit will be required, but each contractor will be limited to one set of contract documents. The documents can also be downloaded from the Town of Coventry website, [www.coventryri.org](http://www.coventryri.org). Sets may be mailed for a non-refundable \$10.00 postage and handling charge.

ADDENDA AND INTERPRETATIONS. No interpretations of the meaning of the Plans, Specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretations shall be made in writing addressed to Joseph Levesque, P.E., Town Engineer, via email at [engineering@coventryri.gov](mailto:engineering@coventryri.gov). To be given consideration such request must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be provided in the form of written Addenda to the Contract Documents; which, if issued, will be electronically distributed by email to all prospective bidders at the respective email addresses furnished for such purposes, not later than two (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under his/her bid. All addenda so issued shall become part of the Contract Documents.

BID SECURITY in the form of bid bond, certified check, Treasurer's Check or Cashier's Check in the amount of five (5%) percent of the bid amount must accompany each Bid.

No bidder may withdraw his/her Bid within 10 days after the actual date of the opening thereof. The successful bidder must furnish a 100% Performance Bond and a 100% Payment Bond within 10 days of Notice of Award.

Attention of the bidders is particularly called to the requirements and conditions of employment to be observed and Davis Bacon Prevailing Wages as minimum wage rates to be paid under the Contract in conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended. Such a schedule of wages has been established on a minimum hourly basis and is on file in the Office of the State Department of Labor. The successful bidder will submit copies of certified payrolls to the Owner on a weekly basis.

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.

The Bid Envelope must be clearly marked "**GREEN FARM ESTATES DRAINAGE IMPROVEMENTS PROJECT**".

TOWN OF COVENTRY

Joanne Amitrano/Town Clerk

# Invitation for Bids



## Town of Coventry, Rhode Island

### *IFB Response – Bid Form*

The bidder shall deliver and provide all labor, equipment, and materials required of the IFB, and as specified therein, to complete the bid items awarded.

The bidder hereby declares and agrees to provide all of the forgoing in connection with its provision of the good(s) and/or service(s) in accord with all of the terms, conditions and requirements of the IFB and in any formal contract.

Name and Address of Bidder (individual or legal entity, as applicable):

Bidder email address and website address:

Bidders authorized agent's office phone and cell phone:

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **INFORMATION FOR BIDDERS**

### **ARTICLE I - RECEIPT AND OPENING OF BIDS**

Sealed Bids for the completion of “GREEN FARM ESTATES DRAINAGE IMPROVEMENTS PROJECT” will be received by the Town of Coventry, Rhode Island. at the Office of the Town Clerk, 1670 Flat River Road, Coventry, Rhode Island until 10:00 a.m. on **August 19, 2024**.

Bids will be publicly opened and read aloud on the above day and date at the above address in the Town Council Chambers.

Each Bid must be submitted in a sealed envelope addressed to the Town Clerk and clearly labeled “**GREEN FARM ESTATES DRAINAGE IMPROVEMENTS PROJECT**”. The envelope shall also bear the name of the bidder and his/her address.

If forwarded by mail, the sealed envelope containing the Bid must be enclosed in a second sealed envelope addressed to the Town Clerk, Town of Coventry, Rhode Island, Coventry Town Hall, 1670 Flat River Road Coventry, RI 02816 and labeled "BID DOCUMENTS."

The Town of Coventry may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all bids. Conditional or qualified bids will not be accepted. Any bid received after the time and date specified shall not be considered unless the time has been extended by mutual agreement between the Town of Coventry and the bidder.

### **ARTICLE 2 - PREPARATION OF BID**

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled, in ink or typewritten, both in words and in figures. All bids must be prepared in conformity with and shall be based on and submitted subject to all requirements of the Bid Specifications together with all Addenda thereto.

### **ARTICLE 3 - TELEGRAPHIC MODIFICATION**

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Town of Coventry prior to the closing time, and provided further, the Town of Coventry is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed and postmarked prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modifications so that the final price or items will not be known by the Town of Coventry until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

### **ARTICLE 4 - CONDITIONS**

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

## **ARTICLE 5 - WITHDRAWAL OF BIDS**

Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder time for delivery in 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 his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

No bidder may withdraw his bid within ninety (10) days after the actual date of the opening thereof.

## **ARTICLE 6 - QUALIFICATIONS OF THE BIDDER**

The Town of Coventry may make such additional investigations as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town of Coventry all such information and data for this purpose as the Town of Coventry may request. The Town of Coventry reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town of Coventry that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

## **ARTICLE 7 - OBLIGATIONS OF THE BIDDER**

Bidders must satisfy themselves by personal examination at the site of the proposed work, by review of the Bid Specifications including all Addenda, and by such other means as they may prefer, as to the actual conditions, requirements, and limits of the proposed work, and as to the accuracy of the information and statements herein contained, and the submission of any bid will be accepted by the Town of Coventry as satisfactory proof that the bidder has satisfied himself in these respects. The bidder shall not at any time after the submission of a bid dispute or complain of such statements or information, nor assert that there was any misunderstanding in regard to the nature, or amount of work to be done. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the Contract and to complete the contemplated work for the consideration set forth in the bid, if the bid is accepted.

## **ARTICLE 8 - CONDITIONS OF WORK**

Insofar as possible, the successful bidder, in carrying out the work, must employ such methods or means as will not cause interruption of or interference with traffic, with the use of existing facilities and utilities, with the use of municipally-, State- or privately-owned lands, or with the work being performed by others. The bidders must satisfy themselves of their own investigations and research as to the nature and location of the work, the general and local conditions, including, but not restricted to, those bearing upon the transportation, disposal, handling and storage of materials, water, electric power, roads, means of access, the construction and making of connections of the work to existing facilities and utilities, or other similar conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the work, requirements of owners and controlling authorities having jurisdiction over the various lands, existing structures, facilities and utilities, and all other conditions affecting the work to be done and labor and materials needed.

## **ARTICLE 9 - INFORMATION SUPPLIED TO BIDDERS**

The Contract shall contain the provisions required for the completion of any project. Information obtained from any officer, agent, or employee of the Town of Coventry or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the Contract.

## **ARTICLE 10 - BID SECURITY**

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Town of Coventry, in the amount of five (5%) percent of the bid. Such checks or bid bonds will be returned to all but the three lowest bidders within seven days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Town of Coventry and the accepted bidder have executed the contract; or if no award has been made within 90 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. The check or bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

## **ARTICLE 11 - METHOD OF AWARD LOWEST QUALIFIED BIDDER**

If at the time this Contract is to be awarded the lowest base bid submitted by a responsible qualified bidder does not exceed the amount of funds then estimated by the Town of Coventry as available to finance the Contract, the Contract will be awarded on the base bid. If such bid exceeds such amount, the Town of Coventry expressly reserves the right to increase or decrease any class, item, or part of the work, and this reservation includes the omission of any such item, items, class, or part of the work as may be decided by the Town of Coventry at unit prices submitted by the bidder to bring the Contract within available funds; or the Town of Coventry may reject all bids. Additionally, the Town of Coventry reserves the right to award separate portions of the project to multiple contractors

The successful bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Town of Coventry.

## **ARTICLE 12 - EXECUTION OF THE AGREEMENT**

A contract in the form set forth hereinafter by the Town of Coventry will be required to be executed by the successful bidder and the Town of Coventry. The attention of all bidders, therefore, is called to the form of the Agreement and the provision thereof. The party to whom the Contract is awarded will be required to obtain the performance bond and payment bond within ten (10) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. The successful bidder shall furnish a performance bond and a payment bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the Owner, as security for faithful performance of the Contract.

The Town of Coventry within ten (10) days of receipt of an acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Town of Coventry not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town of Coventry.

## **ARTICLE 13 - LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Town of Coventry, as liquidated damages for such failure or refusal, of the surety deposited with this bid.

## **ARTICLE 14 - NOTICE TO PROCEED**

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Town of Coventry, but actual commencement of work shall be mutually agreed upon by the parties. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by Mutual agreement between the Town of Coventry and the successful bidder. If the Notice to Proceed has not been issued with the ten (10) day period or within the period mutually agreed upon, the successful bidder may terminate the Agreement without further liability on the part of either party.

## **ARTICLE 15 - TIME OF COMPLETION AND LIQUIDATED DAMAGES**

All bidders must agree to commence work on or before the date specified in the Notice to Proceed and must fully complete the work within 60 calendar days. The bidder must agree also to pay liquidated damages, the sum of \$150.00 for each consecutive day thereafter as hereinafter provided in the Contract and General Conditions. Additions to or deletions from the contract estimated quantities shall not relieve the successful bidder from completing the work within the specified period of time.

## **ARTICLE 16 - ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the Bid Specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to: Town Engineer, Town of Coventry, 1670 Flat River Road, Coventry, Rhode Island 02816. In order to be given consideration, such request must be made at least five (5) days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of written Addenda to the Bid Specifications, which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders, not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve the bidder from any obligation under his bid as submitted. All Addenda so issued shall be incorporated into the Contract.

## **ARTICLE 17 - QUANTITIES**

There are no bid item quantities for this bid. This bid is a lump sum bid price project. All Contractors are directed to be sure all scope items are included in their bid price.

## **ARTICLE 18 - ITEMS NOT LISTED IN THE BID**

Appurtenant items of work specified or required to complete the work but not listed separately under the list of items in the bid shall be included in the cost of payment under the various applicable bid items of work and no separate payment will be made for such items. It shall be the responsibility of the Contractor to verify any missing or incomplete items.

## **ARTICLE 19 - BALANCED BIDDING**

The attention of the bidder is called to the fact that unbalancing of bids may adversely affect the Contractor if certain portions of the work are increased or decreased as provided in the Contract.

## **ARTICLE 20 - PRICES**

Bidders shall state the proposed price for the work by which the bids will be compared. This price is to cover all expenses incidental to the completion of the work in full conformity with the Contract and Bid Specifications. The price or prices proposed shall be stated both in words and in figures, and any bid not so stated may be rejected.

In the event that there is a discrepancy between the unit prices written in figures and the unit prices written in words, the unit price written in words shall govern. No bid will be accepted which does not contain a unit or lump sum price in the bid form.

## **ARTICLE 21 - NOTICE OF SPECIAL CONDITIONS**

Attention is particularly called to those parts of the Contract and Bid Specifications which deal with the following:

- a. Inspection and testing of materials
- b. Insurance requirements
- c. Wage rates
- d. Interpretation of Specifications
- e. Special requirements for work within the limits of privately-owned property and State Highways
- f. The use of explosives and protection
- g. OHS 10-hour certification submittal

## **ARTICLE 22 - LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract the same as though herein written in full.

## **ARTICLE 23 - ACCESS TO SITE**

Representatives of the Town of Coventry shall have access to the work wherever it is in preparation or progress and the successful bidder shall provide proper facilities for such access and inspection.

## **ARTICLE 24 - RHODE ISLAND SALES AND USE TAX**

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 successful bidder during the bidding.



## **ARTICLE 25 - JOB CONDITIONS**

The bidder is advised of the following:

1. Access to house at 53 Old North Road shall be maintained at all times.

## **ARTICLE 26 - PRECONSTRUCTION CONFERENCE**

The successful bidder shall be prepared to attend a preconstruction conference scheduled by the Town of Coventry after award of the Contract, but prior to the actual commencement of work at the site. The main item of discussion will be the successful bidder's construction schedule, proposed Superintendent, record list of streets, etc.

## **ARTICLE 27 - OWNER'S RIGHT TO DELETE PORTION OF CONTRACT**

There are external factors which may affect the scope of work for this contract. The Town of Coventry reserves the right to delete a portion of the Contract. The successful bidder shall have no claim for anticipated profits or for loss of profits or for increase in prices should the Town of Coventry exercise this right.

## **BID PROPOSAL**

The undersigned bidder has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work, has carefully examined the contract documents, the State of Rhode Island Standard Specifications for Road and Bridge Construction, with latest revisions and supplements to date of contract, which are acknowledged to be a part of this Proposal, the Special Provisions, the Proposal form, the form of Contract Agreement, and the form of Contract Bond, and thoroughly understands their stipulations, requirements and provisions.

The undersigned bidder has determined the quality and quantity of equipment and materials required, has investigated the location and determined the sources of supply of materials required, has investigated labor conditions, and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder hereby agrees to be bound by the Award of the Contract and, if awarded the contract on this Proposal, to execute within ten (10) days after Notice of Award the required Agreement and the required Bonds, of which contract this Proposal, the Project Plan Set dated May 2021 (Revised 8/12/21) for the work, and the Bid Specifications as above indicated, shall be a part.

The undersigned bidder further agrees to provide all properly working and necessary equipment, tools, labor, incidentals and other means of construction to do all the work and furnish all materials of the specified requirements which are necessary to complete the work in accordance with the Bid Proposal, the Project Plan Set dated May 2021 (Revised 8/12/21) and the Specifications. Any "extra work" will be paid for as set forth in the Specifications. "Extra Work," of the Special Provisions, and the undersigned bidder hereby agrees to accept payment therefore as stated therein.

**BID TOTAL**

Total bid for Green Farm Estates Drainage Improvements Project Contract:

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

WRITTEN IN WORDS:

\_\_\_\_\_

ADD/ALTERNATE - One (1) -Year Landscape Maintenance Period

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

WRITTEN IN WORDS:

\_\_\_\_\_

We propose to complete this work within \_\_\_\_\_ working days, but no later than

\_\_\_\_\_.

The undersigned bidder submits herewith proposal guaranty in form of a bid bond in favor of the Town of Coventry in the amount of five (5%) per cent of the total or gross sum of the bid and agrees and consents that the proposal guaranty shall be forfeited to the Town as liquidated damages if the required contract agreement and contract bond are not executed within ten (10) days of the notice of award.

The undersigned bidder further agrees if awarded the contract of this proposal to begin work within ten (10) day after the dated of execution of the contract unless otherwise specified under special provisions or permitted by the Engineer, and further agree to complete the work under the provision of this contract within 90 days.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

PHONE: \_\_\_\_\_

The bidder acknowledges receipt of the following addendum:

Addendum No.: \_\_\_\_\_

BY: \_\_\_\_\_

Addendum No.: \_\_\_\_\_

BY: \_\_\_\_\_

Addendum No.: \_\_\_\_\_

BY:

---

## NOTICE TO VENDORS

1. No proposal will be accepted if made in collusion with any other bidder.
2. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with RI General Laws (as amended), Sections 7-1.1-99, 7-1.1-105, and 7-1.1-106.
3. The Town of Coventry reserves the right to reject any and all bid(s).
4. Where prices are the same, the Town of Coventry reserves the right to award to one bidder, or to split the award.
5. Competitive prices may be obtained by all bidders attending formal bid opening. After a reasonable lapse of time, tabulation bids may be seen by applying in person at the Department of Public Works. Telephone or written requests for the above will not be honored.
6. As the Town of Coventry is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
7. In case of error in the extension of prices quoted, the unit price will govern.
8. The contractor will not be permitted to either assign or sublet the contract nor assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the Finance Director.
9. Delivery dates must be shown in your bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
10. A certificate of insurance shall be required of a successful vendor.
11. Payment and Performance bond, at 100% of the contract value, shall be required of the successful bidder.
12. Bids may be submitted on an "approved equal" in quality basis. We reserve the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
13. All vendors doing business within the Town are subject to the requirements as stated in the code of Ethics as established by the Town Ordinance.
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Laws concerning payment of prevailing wage rates apply. (See General Laws Section 37-13-1 et seq., as amended).
15. No goods should be delivered or work started without a Notice to Proceed.

### **SPECIAL NOTE**

1. ANY REFERENCE TO THE STATE OF RHODE ISLAND DEPARTMENT OF TRANSPORTATION WITHIN THIS CONTRACT SHALL BE CONSTRUED AND UNDERSTOOD AS MEANING THE TOWN OF COVENTRY ACTING THROUGH ITS DEPARTMENT OF PUBLIC WORKS, DIRECTOR OF PUBLIC WORKS and TOWN ENGINEER.
2. Rhode Island law states that: All contractors who bid on municipal and state construction projects with a total cost of \$100,000 or more shall have an OSHA 10 hour construction safety program for their on-site employees.
3. Bidders are required to submit evidence of compliance for their company and any and all sub-contractors proposed on this project.
4. The successful bidder shall be in compliance with the Town of Coventry Tax Collector and be current on all accounts.

**NON-COLLUSION STATEMENT**

The undersigned hereby deposes and states that:

The bidder has not been a party with other bidders to any agreement or to otherwise collude with other bidders to bid a fixed or uniform price in connection with this IFB.

Bidder by: \_\_\_\_\_  
Signature of Person Authorized to Sign Bid

\_\_\_\_\_  
Print Name and Title of Person Authorized to Sign Bid

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

In \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned notary public, personally appeared \_\_\_\_\_ personally known to the notary or proved to the notary through satisfactory evidence of identification, which Is \_\_\_\_\_, to be the person who signed this Statement and acknowledged to the notary that \_\_\_\_\_ signed it voluntarily for its stated purpose.

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

## EQUAL OPPORTUNITY EMPLOYER STATEMENT AND CERTIFICATION

The undersigned hereby states and certifies that:

1. This Company provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, this company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training.
2. This Company expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status.

Bidder:

\_\_\_\_\_  
Print Name of Company

Address:

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

\_\_\_\_\_  
Print Name and Title of Person Authorized to Sign Bid

---

## Appendix A

### **ANTI-KICKBACK ACKNOWLEDGEMENT**

#### **ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:**

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the Town of Coventry who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the Town of Coventry who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

---

SIGNATURE OF OFFEROR

---

DATE

---

TITLE

---

COMPANY

Title of IFB:

---



**TOWN OF COVENTRY  
GENERAL TERMS AND CONDITIONS OF PURCHASE**

*Preamble*

The Town of Coventry may, from time to time, make amendments to the General Terms and Conditions when the Town of Coventry determines that such amendments are in the best interest of the Town of Coventry. Amendments shall be made available for public inspection at the Town Engineers Office located at 1675 Flat River Road, Town Hall Annex, but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting them.

**TOWN OF COVENTRY'S GENERAL CONDITIONS OF PURCHASE**

---

All Town of Coventry's purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the Town of Coventry purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, the Coventry Town Charter, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. GENERAL

All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the Town of Coventry, or with whom a contract is executed by the Town of Coventry, and the term "contractor" shall have the same meaning as "vendor".

2. ENTIRE AGREEMENT

The Town of Coventry's Purchase Order, or other contract endorsed by the Town of Coventry, shall constitute the entire and exclusive agreement between the Town of Coventry and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

All communication between the Town of Coventry and any contractor pertaining to any award or contract shall be accomplished in writing.

- a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Town of Coventry, of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the Town of Coventry. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the Town of Coventry on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of

the amounts shown on Purchase Orders issued by the Town of Coventry to the contractors.

- b. No alterations or variations of the terms of the contract shall be valid or binding upon the Town of Coventry unless submitted in writing and accepted by the Town of Coventry. All orders and changes thereof must emanate from the Town of Coventry, no oral agreement or arrangement made by a contractor with an employee will be considered to be binding on the Town of Coventry, and may be disregarded.
- c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless:
  - 1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
  - 2. extended upon written authorization of the Town of Coventry and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
  - 3. canceled by the Town of Coventry in accordance with other provisions stated herein.
- d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Town of Coventry.
- e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Town of Coventry, and expressly accepted.
- f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the Town of Coventry, and agrees that later discovery by the Town of Coventry, that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

### 3. SUBCONTRACTS

No subcontracts or collateral agreements shall be permitted, except with the Town of Coventry's express written consent. Upon request, contractors must submit to the Town of Coventry a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

### 4. RELATIONSHIP OF PARTIES

The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the Town of Coventry, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the Town of Coventry and any sub-bidder,

subcontractor, supplier, or employee of the contractor.

5. **COSTS OF PREPARATION**

All costs associated with the preparation, development, or submission of bids or other offers will be borne by the contractor. The Town of Coventry will not reimburse any contractor for such costs.

6. **SPECIFIED QUANTITY REQUIREMENT**

Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

a. The Town of Coventry reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.

b. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the Town of Coventry, where determined by the Town of Coventry to be in the Town of Coventry's best interest.

7. **TERM AND RENEWAL**

Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the Town of Coventry's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the Town of Coventry's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the Town of Coventry's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the Town of Coventry's intent not to renew is served.

8. **DELIVERY/COMPLETION**

Delivery must be made as ordered and/or projects completed in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. If the project completion date is not specified in the proposal, the date shall be determined by the Town of Coventry. The decision of the Town of Coventry, as to reasonable compliance with the delivery terms, and date of completion shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. **FOREIGN CORPORATIONS**

In accordance with Title 7 Chapter 1.1 ("Business Corporations") of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority to do so from the Secretary of State.

10. PRICING

All pricing offered or extended to the Town of Coventry is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the Town of Coventry, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. COLLUSION

Bidder or contractor warrants that he has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the Town of Coventry for the purpose of obtaining any contract or award issued by the Town of Coventry. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the Town of Coventry, except as shall have been expressly communicated to the Town of Coventry's Town Manager in writing prior to acceptance of the contract or award in question. Subsequent discovery by the Town of Coventry of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. AWARDS

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Town of Coventry's Town Manager.

- a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the Town of Coventry. The Town of Coventry reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.
- b. The Town of Coventry reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the Town of Coventry may

reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Town of Coventry to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

- c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the Town of Coventry may, at the option of the Town of Coventry, be
  - 1. rejected as being non-responsive, or
  - 2. set aside in favor of the Town of Coventry's terms and conditions (with the consent of the bidder), or
  - 3. accepted, where the Town of Coventry determines that such acceptance best serves the interests of the Town of Coventry.

Acceptance or rejection of alternate or counter-offers by the Town of Coventry shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

- d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
- e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
- f. The Town of Coventry reserves the right to determine the responsibility of any bidder for a particular procurement.
- g. The Town of Coventry reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the contractor where, in his judgment the best interests of the Town of Coventry will be served by so doing.
- h. The Town of Coventry reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products manufactured in the Town of Coventry or State of Rhode Island, other things being equal.
- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The Town of Coventry reserves the right to act in the Town of Coventry's best interests regarding awards caused by clerical errors by the Town of Coventry.

#### 14. SUSPENSION AND DEBARMENT

The Town of Coventry may suspend or debar any vendor or potential bidder, for good cause shown:

- a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or

acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).

- b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
- c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the Town of Coventry to a vendor or contractor then under a ruling of suspension or debarment by the Town of Coventry shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the Town of Coventry.

15. PUBLIC RECORDS

Contractors and bidders are advised that certain documents, correspondence, and other submissions to the Town of Coventry may be voluntarily made public by the Town of Coventry absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

16. PRODUCT EVALUATION

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The Town of Coventry reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

- a. Any objections to specifications must be filed by a bidder, in writing, with the Town of Coventry's Engineer at least 96 hours before the time of bid opening to enable the Town of Coventry's Engineer to properly investigate the objections.
- b. All standards are minimum standards except as otherwise provided for in the Request or Contract.
- c. Samples must be submitted to the Town of Coventry in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.
- d. All samples submitted are subject to test by any laboratory the Town of Coventry's Engineer may designate.

17. **PRODUCT ACCEPTANCE**

All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the Town of Coventry. The Town of Coventry reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the Town of Coventry's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- a. Failure by the Town of Coventry to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the Town of Coventry's right to subsequently reject the goods in question.
- b. Formal or informal acceptance by the Town of Coventry of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- c. Where the contractor fails to promptly cure the defect or replace the goods, the Town of Coventry reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.
- d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the Town of Coventry within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the Town of Coventry shall have the right to dispose of them as its own property.

18. **PRODUCT WARRANTIES**

All product or service warranties normally offered by the contractor or bidder shall accrue to the Town of Coventry's benefit, in addition to any special requirements which may be imposed by the Town of Coventry. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the Town of Coventry may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. **PAYMENT**

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

- a. Payment terms other than the foregoing may be rejected as being nonresponsive.
- b. No partial shipments, or partial completion will be accepted, unless provided for by the Request or Contract.
- c. Where a question of quality is involved, or failure to complete a project by the specified due date, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the Town of Coventry. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the Town of Coventry from taking such discount.
- d. Payments for used portion of inferior delivery or late delivery will be made by the Town of Coventry on an adjusted price basis.
- e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the Town of Coventry for approval.

20. **THIRD PARTY PAYMENTS**

The Town of Coventry recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the Town of Coventry. Where an offer is contingent upon such payment(s), the contractor is obligated to serve affirmative notice in his bid submission.

21. **SET-OFF AGAINST PAYMENTS**

Payments due the contractor may be subject to reduction equal to the amount of unpaid and delinquent town taxes (or other just debt owed to the Town), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. **CLAIMS**

Any claim against a contractor may be deducted by the Town of Coventry from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the Town of Coventry the amount of such claim on demand. Submission of a voucher and payment, thereof, by the Town of Coventry shall not preclude the Town of Coventry from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

- a. The Town of Coventry may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the Town of Coventry, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. **CERTIFICATION OF FUNDING**

The Director of Finance shall provide certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. **UNUSED BALANCES**

Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the Town of Coventry's sole option.



25. **MINORITY BUSINESS ENTERPRISES**

Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the Town of Coventry reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- a. the offer is fully responsive to the terms and conditions of the Request, and
- b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.

26. **PREVAILING WAGE REQUIREMENT**

In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

27. **EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION**

Contractors of the Town of Coventry are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island.

Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. **DRUG-FREE WORKPLACE REQUIREMENT**

Contractors who do business with the Town of Coventry and their employees shall abide by the Town's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. **TAXES**

The Town of Coventry is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

30. **INSURANCE**

All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on Town of Coventry premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

- a. Comprehensive General Liability Insurance
  - 1) Bodily Injury \$1,000,000 each occurrence/ \$5,000,000 annual aggregate
  - 2) Property Damage \$1,000,000 each occurrence /\$5,000,000

- annual aggregate
    - Independent Contractors
    - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
    - Completed Operations
    - Personal Injury (with employee exclusion deleted)
  - b. Automobile Liability Insurance
    - Combined Single Limit not less than \$500,000 each occurrence
    - Bodily Injury
    - Property Damage, and in addition non-owned and/or hired vehicles and equipment
  - c. Workers' Compensation Insurance
    - As required by the General Laws of Rhode Island.

The Town of Coventry reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the Town of Coventry as an additional insured, to the Town of Coventry, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the contractor's bid.

31. **BID SURETY**

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

32. **PERFORMANCE AND LABOR AND PAYMENT BONDS**

A performance bond and labor and payment bond of up to 100% of an award may be required by the Town of Coventry. Bonds must meet the following requirements:

- a. Corporation: The Bond must be signed by an official of the corporation above his/her official title and the corporate seal must be affixed over his/her signature.
- b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are "Doing Business As (name of firm)."
- c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
- d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

33. SUSPENSION, DEFAULT AND TERMINATION

a. Suspension of a Contract by the Town of Coventry

The Town of Coventry reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. The Town of Coventry shall provide the contractor with written notice of the suspension order signed by the Town Manager or his or her designee, which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the Town of Coventry shall either:

1. cancel the suspension order;
2. extend the suspension order for a specified time period not to exceed thirty (30) days;  
or
3. terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the Town of Coventry. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the Town of Coventry within thirty (30) days after resuming work performance.

b. Termination of a Contract by the Town of Coventry

4. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the Town of Coventry, the Town of Coventry may terminate the contract, in whole or in part, the termination of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The Town of Coventry shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. If contractor consistently fails to deliver quantities or otherwise perform as specified, the Town of Coventry reserves the right to terminate the contract and contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety. In the event of a termination for default or nonperformance, in whole or in part, the Town of Coventry may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the Town of Coventry as a result of the contractor's default. The contractor, or its surety, agrees to promptly reimburse

the Town of Coventry for the excess costs, but shall have no claim to the difference should the replacement cost be less.

5. Termination Without Cause

The Town of Coventry may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the Town of Coventry; an accounting of the work performed up to the date of termination. The Town of Coventry may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

- a. contract prices for goods or services accepted under the contract;
- b. costs incurred in preparing to perform and performing the terminated portion of the contract; or
- c. any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

6. Contractor's Obligations in the Event of Termination

If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the Town of Coventry in the manner and to the extent directed by the Town of Coventry:

- a. all finished or unfinished material prepared by the contractor; and
- b. all material, if any, provided to the contractor by the Town of Coventry.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the Town of Coventry for damages sustained because of any breach by the contractor. In such event, the Town of Coventry may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the Town of Coventry from the contractor has been determined by the Town of Coventry. The Town of Coventry may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date

specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The Town of Coventry may direct the contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the Town of Coventry or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the Town of Coventry's Town Manager or his designee. Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

34. INDEMNITY

The contractor guarantees:

- a. To save the Town of Coventry, its agents and employees, harmless from any liability imposed upon the Town of Coventry arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
- b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the Town of Coventry and of the State of Rhode Island.
- c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

35. CONTRACTOR'S OBLIGATIONS

In addition to the specific requirements of the contract, construction contractors bear the following standard responsibilities:

- a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;
- b. The contractor, its subcontractor(s) and their employees and/or agents, shall protect and preserve property in the contractor or subcontractor's possessions in which the Town of Coventry has an interest, and any and all materials provided to the contractor or subcontractor by the Town of Coventry;
- c. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory

- order and repair;
- d. To store equipment, supplies, and material at the site only upon approval by the Town of Coventry, and at his own risk;
- e. To perform all work so as to cause the least inconvenience to the Town of Coventry, and with proper consideration for the rights of other contractors and workmen;
- f. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work;
- g. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any Town of Coventry facility or site, and that they comply with such rules, including but not limited to security policies or practices and/or criminal background checks for any employees and/or subcontractors;
- h. The contractor shall ensure that its employees or agents are experienced and fully qualified to engage in the activities and services required under the contract, and which meet the approval of the Town of Coventry. Workers shall be professional, courteous and qualified to perform all aspects of the work. Any worker not meeting the expectations of the Town of Coventry shall be removed from the project by the contractor immediately. Failure to remove the worker may result in termination of the contract,
- i. The contractor shall ensure that at all times while services are being performed under this contract at least one of its employees or agents on the premises has a good command of the English language and can effectively communicate with the Town of Coventry and its staff;
- j. The contractor and contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal or state law and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity;
- k. The contractor shall secure and retain all employee-related insurance coverage for its employees and agents as required by law; and
- l. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the Town of Coventry to a third party. Confidential information means:
  - (1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or
  - (2) any information about the Town of Coventry gained during the performance of a contract that is not already lawfully in the public domain.

36. **FORCE MAJEURE**

All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

## **CERTIFICATION OF BIDDING REQUIREMENTS**

This signature page is included in this contract document to provide assistance to all bidders in the form of a check list and to stipulate that if any of the items mentioned below, but not limited to, are incomplete or otherwise incorrect, the Public Works Department will recommend to the Town Manager that the bid(s) be rejected.

### **I. REQUIRED SIGNATURES**

1.	Bid Proposal page, including Bidder Acknowledgment of Receipt of Contract Addenda	10-11
2.	Non-Collusion Statement	14
3.	Equal Opportunity Employer Statement and Certification	15
4.	Anti- Kickback Acknowledgement	16
5.	Certification of Bidding Requirements	33
6.	Bid, Payment and Performance Bonds	34-39
7.	Experience	43
8.	References	40-41
9.	Proposed Subcontractors	42
10.	Experience	43
11.	Addendum Acknowledgement	44
12.	Agreement	47-48
13.	Notice of Award	49
14.	Notice to Proceed	50

## **I. PROPOSAL SECTION**

Unit price bids will be considered to be incomplete if any of the following conditions exists:

1. Unit price in words is omitted
2. Unit price in figures is omitted
3. A zero or blank is used as a bid price

## **II. MISCELLANEOUS**

1. All the written words and figures shall be in **BLACK INK** or **TYPED**.
2. All submittals required with the bid shall be bound with or attached to the proposal form are considered a part thereof when the proposal is submitted.



**III. CERTIFICATION SUMMARY**

I hereby certify that I have read all of the above requirements and understand that it affects the acceptability of by bid(s).

CONTRACTOR \_\_\_\_\_ DATE \_\_\_\_\_

General Information

Is your firm a sole proprietorship doing business under a different name?  
Yes No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

---

---

Is your firm incorporated? Yes No

Will any of the work spelled out in this bid be outsourced? Yes No  
If so, please explain below:

---

---

Have you or your firm been subject to suspension, debarment or criminal conviction by the Town of Coventry, the State of Rhode Island, or any other jurisdiction?  
Yes: No:

Have the Town of Coventry and/or the State of Rhode Island ever terminated contracts with your firm for cause?  
Yes: No:

Has your firm ever withdrawn from a contract with the Town of Coventry during its performance?  
Yes: No:

Have you or your firm been involved in litigation against the Town of Coventry?  
Yes: No:

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the Town of Coventry, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

---

---

Is your company bonded? Yes No

Please describe the nature and extent of all insurance coverage:

---

**FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned

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

as Surety, are hereby held and firmly bound unto the TOWN OF COVENTRY, R.I., as Town

in the penal sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_) for the payment of successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

The conditions of the above obligation is such that whereas the Principal has submitted to the TOWN CLERK of the TOWN OF COVENTRY, R.I., a certain BID, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the **GREEN FARM ESTATES DRAINAGE IMPROVEMENTS PROJECT**.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a Contract in the FORM of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for the faithful performance of said Contract, and a bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and in witness of these present to be signed by their proper officers.

Principal \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Surety: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

State of Rhode Island  
County of Kent

In \_\_\_\_\_ in said County on the \_\_\_\_\_ day  
Of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_,  
Attorney-in-fact for \_\_\_\_\_, the principal, to known and know by me to be the party  
executing the foregoing instrument, and \_\_\_\_\_ acknowledged said instrument, by  
\_\_\_\_\_ executed to be \_\_\_\_\_ free act and deed and the free act and  
deed of said principal.

\_\_\_\_\_  
(Signature of Notary, title)

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

**IMPORTANT: Surety companies executing BONDS must appear on the  
Treasury Department's most current list (Circular 570 as amended) and be  
authorized to transact business in the State where the project is located.**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENT: That \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_ hereinafter called Surety, are held and firmly bound unto the Town of Coventry, RI acting herein through its Town Manager, hereinafter called TOWN, in the penal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the TOWN, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2024 a copy of which is hereto attached and made a part hereof for construction of the \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline or coal, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR OR OTHERWISE, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition of the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the TOWN and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original and this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Principal \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Surety \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

State of Rhode Island  
County of Kent

In \_\_\_\_\_ in said County on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, Attorney-in-fact for \_\_\_\_\_, the principal, to known and know by me to be the party executing the foregoing instrument, and \_\_\_\_\_ acknowledged said instrument, by \_\_\_\_\_ executed to be \_\_\_\_\_ free act and deed and the free act and deed of said principal.

\_\_\_\_\_  
(Signature of Notary, title)

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

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

## **PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: That \_\_\_\_\_ hereinafter called Principal, and \_\_\_\_\_ hereinafter called Surety, are held and firmly bound unto the Town of Coventry, Rhode Island, acting herein through its Town Manager, hereinafter called TOWN, in the penal sum of \$\_\_\_\_\_ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the TOWN, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2024 a copy of which is hereto attached and made a part hereof for construction of the \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the TOWN, with or without notice to the Surety and during the one-year guaranty period, and if they have satisfied all claims and demands incurred under such contract, and shall fully indemnify and save harmless the TOWN from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the TOWN all outlay and expense which the TOWN may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition of the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the TOWN and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Principal \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Surety \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

State of Rhode Island  
County of Kent

In \_\_\_\_\_ in said County on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 before me personally appeared \_\_\_\_\_, Attorney-in-fact for \_\_\_\_\_, the principal, to known and know by me to be the party executing the foregoing instrument, and \_\_\_\_\_ acknowledged said instrument, by \_\_\_\_\_ executed to be \_\_\_\_\_ free act and deed and the free act and deed of said principal.

\_\_\_\_\_  
(Signature of Notary, title)

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

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**REFERENCES**

Please list at least four (4) companies' with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the Town of Coventry, and a website/e-mail address should be included if available. Also please include the contract amount and the size/nature of the work performed by your company.

---

**Reference #1**

Company/Municipality Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Website / E-mail Address: \_\_\_\_\_

Contract Dates: \_\_\_\_\_ To: \_\_\_\_\_

Contract Amount (\$): \_\_\_\_\_

Nature and Size of Contract Work:

\_\_\_\_\_  
\_\_\_\_\_

---

**Reference # 2**

Company/Municipality Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Website / E-mail Address: \_\_\_\_\_

Contract Dates: \_\_\_\_\_ To: \_\_\_\_\_

Contract Amount (\$): \_\_\_\_\_

Nature and Size of Contract Work:

\_\_\_\_\_  
\_\_\_\_\_



Reference # 3

Company/Municipality Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Website / E-mail Address: \_\_\_\_\_

Contract Dates: \_\_\_\_\_ To: \_\_\_\_\_

Contract Amount (\$): \_\_\_\_\_

Nature and Size of Contract Work:

\_\_\_\_\_  
\_\_\_\_\_

---

Reference # 4

Company/Municipality Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Website / E-mail Address: \_\_\_\_\_

Contract Dates: \_\_\_\_\_ To: \_\_\_\_\_

Contract Amount (\$): \_\_\_\_\_

Nature and Size of Contract Work:

\_\_\_\_\_  
\_\_\_\_\_

**THE BIDDER SHALL STATE THE NAMES OF ALL PROPOSED SUBCONTRACTORS**

Proposed Subcontractors

If none, write "None". This will signify that all workers on this project are employees of the bidder.

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Principle contact: \_\_\_\_\_

-----  
\*Description of Work \_\_\_\_\_

Proposed Subcontractor Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Principle contact: \_\_\_\_\_

-----  
\* Insert description of work and subcontractors' names as may be required.

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest with respects to this Contract.

CONTRACTOR \_\_\_\_\_

BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

## EXPERIENCE

The following experience sheet shall be completed by each Bidder and each proposed subcontractor. Any bid submitted without a fully completed Experience sheet may be rejected by the Town of Coventry.

A. Have you ever failed to complete any work awarded to you? If so, state where and why.

B. What projects similar to this one has your organization completed within the last 5 years?

Project Name	Contract Amount	When Completed	Name and Address of the Town
(1)	(2)	(3)	(4)

C. The bidder shall state here the names and telephone numbers of references who can speak as to the financial stability, experience, and quality of workmanship of projects in Item #2.

Name	Company	Telephone	Nature of work or business
------	---------	-----------	----------------------------

D. List the name and address of a local financial institution that is able to provide the Town with an adequate credit reference:

---

---

Bidder: \_\_\_\_\_

Print Name of Company

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

\_\_\_\_\_

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

Signature of Person Authorized to Sign Bid

\_\_\_\_\_

Print Name and Title of Person Authorized to Sign Bid

## **ADDENDA**

The following Addenda have been received. The noted modifications to the Bidding Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

## **LIABILITY INSURANCE**

On all work to be done, the Contractor or subcontractor engaged in the work financed in whole or in part with Town of Coventry funds shall take out before work is commenced, and keep in effect until the work is completed and accepted, the following type of liability insurance in addition to any other forms of insurance or bonds required under the terms of the contract and specifications. The Town of Coventry shall be named as a co-insured on all insurance policies.

**A. Contractor's Comprehensive Public Liability and Property Damage Liability Insurance.**

The contractor shall furnish evidence to the Department that with respect to the operations he performs, he carries regular Contractor's Public Liability Insurance providing for a limit of not less than Five Million Dollars (\$5,000,000.00) for all damages arising out of bodily injuries to or death of one person, and subject to that limit of Five Million Dollars (\$5,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Million Dollars (\$5,000,000.00) 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 Five Million Dollars (\$5,000,000.00) for all damages arising out of injury to or destruction of property during the policy period. If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations.

**B. Contractor's Comprehensive Public Liability and Property Damage Liability Insurance - Subcontractors.**

The Contractor shall furnish evidence to the Department that, with respect to the operations performed for him by subcontractors, he carries in his own behalf, Contractor's Comprehensive Protective Public Liability Insurance providing for a limit of not less than Five Million Dollars (\$5,000,000.00) 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 Five Million Dollars (\$5,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident and Contractor's Comprehensive Protective Property Damage Liability Insurance providing 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 of Five Million Dollars (\$5,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

**C. Insurance Covering Special Hazards**

Special hazards shall be covered by rider or riders to the Public Liability and/or Property Damage Insurance Policy or Policies hereinabove required to be furnished by the Contractor or by separate policies of insurance as follows:

**A. Property Damage Liability arising out of the collapse of or structural injury to any building or structure due:**

1. to excavation including borrowing, filling, or backfilling

B. 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.

C. Property Damage Liability for:

1. 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;
2. injury to or destruction of property at any time resulting therefrom.

The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

The insurance company shall agree to investigate and defend all claims and suits against the Insured for the damages covered, even if groundless, until the insurance company shall elect to effect settlement.

The cost of such insurance shall be distributed over the various prices submitted in the Proposal.

Certificates of Insurance (2 copies) shall be furnished prior to award of contract and attached to the executed copies of the Contract when executed. The Town shall immediately be notified by the Contractor and the insurance company of the termination or cancellation of the policy, and the protection shall be renewed before further work will be permitted at the site by the Contractor.

The Contractor shall not cause any policy to be canceled or permit them to lapse and shall not be subject to cancellation or a reduction in the required limits of liability or amounts of insurance until notice has been mailed by registered mail to the Finance Director stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective.

### 3. Other Data

In the event the form of any policy or certificate or the amount of insurance on the companies writing same are not satisfactory, the Contractor shall secure other policies or certificates in form and amount and with companies satisfactory to the Town. The Contractor shall not cause policies to be canceled or permit them to lapse and all insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability or amounts of insurance until notice has been sent by registered mail to the Town stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above mentioned notice cancellation cause. All policies shall be delivered to the Town prior to the signing of the construction contracts.

## AGREEMENT

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2024, by and between **THE TOWN OF COVENTRY**, RHODE ISLAND acting herein through its Manager hereinafter called "Town" AND

\_\_\_\_\_ doing business as (an individual), or (a partnership), or (a corporation) hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned:

- A. The CONTRACTOR will commence and complete the **GREEN FARM ESTATES DRAINAGE IMPROVEMENTS PROJECT**
- B. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
- C. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 Calendar days after the date of the NOTICE TO PROCEED and will complete the same within 60 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
- D. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with all the terms therein for the total amount of \$\_\_\_\_\_ based on quantities and unit prices as shown in the CONTRACTOR'S Bid Proposal.
- E. The terms "CONTRACT DOCUMENTS" mean and include the following:
  - 1. PROJECT PLAN SET dated May 2021 (Revised 8/12/21)
  - 2. INVITATION FOR BIDS
  - 3. INFORMATION FOR BIDDERS
  - 4. BID PROPOSAL
  - 5. NOTICE TO VENDORS
  - 6. NON-COLLUSION
  - 7. EQUAL OPPORTUNITY
  - 8. ANTI-KICKBACK
  - 9. GENERAL TERMS AND CONDITIONS OF PURCHASE
  - 4. CERTIFICATION
  - 5. BONDS
  - 6. REFERENCES
  - 7. STATEMENT OF EXPERIENCE
  - 8. PROPOSED SUBCONTRACTORS
  - 9. EXPERIENCE
  - 10. ADDENDA
  - 11. INSURANCE REQUIREMENTS
  - 12. AGREEMENT
  - 13. NOTICE OF AWARD
  - 14. NOTICE TO PROCEED
  - 15. INDEXES – SPECIAL PROVISIONS CONST. (GENERAL AND SPECIFIC)

- F. The TOWN will pay the CONTRACTOR in full upon completion of the project, or in partial payments on a monthly basis, and after final approval of the work from the Director of Public Works and Town Engineer.
- G. The Contractor will provide certification of quantities of work and materials along with request for payment. Measurement of quantities will be coordinated with the Director of Public Works and Town Engineer.
- H. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in Duplicate each of which shall be deemed an original on the date first above written.

OWNER: Town of Coventry

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: Town Manager

CONTRACTOR:

BY (please print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

State of Rhode Island  
County of Kent

In said County on the \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, of \_\_\_\_\_, and, Town Manager of The Town of Coventry, and known by me to be the parties executing the forgoing instrument, by their free act and deed and the free act and deed of the parties that they represent.

\_\_\_\_\_  
Witness



**NOTICE OF AWARD**

TO:

PROJECT DESCRIPTION: **Green Farm Estates Drainage Improvements Project**  
COVENTRY, RHODE ISLAND

The TOWN has considered the BID submitted by you for the above-described WORK dated \_\_\_\_\_, 2024 in response to its Advertisement for Bids and information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance with ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within ten (10) days from the date of this Notice, said TOWN will be entitled to consider all your rights arising out of the TOWN'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The TOWN will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the TOWN OF COVENTRY.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

OWNER: TOWN OF COVENTRY

BY: \_\_\_\_\_

Town Manager

Receipt of this NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**NOTICE TO PROCEED**

TO:

DATE:

PROJECT: Green Farm Estates Drainage Improvements Project

Scope of this phase: \_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2024, on or before \_\_\_\_\_, 2024, and you are to complete the WORK of this phase within 60 consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 2024.

OWNER: Town of Coventry

BY:

TITLE: Town Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_ The \_\_\_\_ day of \_\_\_\_\_, 2024.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**1. PARTIAL PAYMENT OF LUMP SUM ITEMS**

- a. The Engineer will determine the proportion of completion of Lump Sum Items at regular intervals. Partial payments for the completed portion of the Lump Sum Items will be made to the Contractor based on the Engineer's estimate of the dollar value of the portion completed.

**2. LIMITS OF GUARANTEE:**

The Contractor shall guarantee and be responsible for the workmanship and materials for the period of this contract, that is, until completion of all work required by the contract and established by the date of acceptance by the Town. If the Contractor is furnished a warranty at the time of purchase of any products or material and the warranty has not expired at the time of acceptance of the work by the Town, the warranty shall then be turned over to the Town.

**3. TITLE 28, CHAPTER 26 OF THE GENERAL LAWS OF RHODE ISLAND 1956:**

Section 5 of Chapter 26, Title 28 of the General Laws of Rhode Island 1956, entitled "License Required for Operation of Hoisting Machinery - Public Contracts."

28-26-5. No persons shall operate or be in direct charge of a gasoline, steam, diesel, electric or compressed air hoist, shovel, crane, or excavator, of five horsepower or more without obtaining a license to do so. No user or agent of use of any such described steam, gasoline, diesel, electric or compressed air hoisting machinery shall permit it to be operated unless it is operated by a duly licensed person.

Every contract in the construction of public works by the State, or by any City or Town, or any persons contracting therewith for such construction, shall contain a clause embodying the provisions of this section.

**4. CHAPTER 85, 86 AND 88 PUBLIC LAWS OF RHODE ISLAND 1960:**

Section 12 of the aforesaid chapters defines the authority of Director of Department of Public Works and use of Federal assistance and provides in part that in the event that Federal funds or Federal assistance are made available to the Town for use in carrying out highway projects, said projects shall be carried out and executed in all respects subject to the provisions of the appropriate Federal law providing for the construction of such projects and the rules and regulations made pursuant thereto, and to such terms, conditions, rules and regulations, not inconsistent with such Federal law, rules and regulations as said Director may establish to ensure the proper execution of said project. Therefore, any provisions of the State laws that conflict with the Federal laws, rules and regulations are not applicable to projects financed in whole or in part with Federal Aid Highway funds.

**5. TITLE 37, CHAPTER 13 OF THE GENERAL LAWS, 1956:**

Title 37, Chapter 13 of the General Laws, 1956, entitled "Labor and Debts of Contractors" read as follows:

**TITLE 37, CHAPTER 13, AS AMENDED**

**LABOR AND PAYMENT OF DEBTS BY CONTRACTORS**

**"37-13-1. PUBLIC WORKS DEFINED**

'Public works' as used in section 37-13-1 to 37-13-15, inclusive, shall mean any public works consisting of grading, clearing, demolition, improvement, completion, repair, alteration or construction of any public road or any bridge, or portion thereof, or any public building or portion thereof, or any heavy construction, or any public works projects of any nature or kind whatsoever."

**37-13-2. CONTRACTOR DEFINED-INFORMATION REQUIRED:**

The term "contractor" as used in 37-13-1 to 37-13-15, inclusive, shall mean the bidder whose bid has been accepted by an authorized agency or awarding authority as the bidder possessing the skill, ability and integrity necessary for the faithful performance of the contract or work, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the contract or work. Essential information in regard to such qualifications shall be submitted in such form to the awarding authority and/or the director of labor as may be required. The authorized agency or awarding authority shall reserve the right to reject all bids, if it be in the public interest to do so.

**37-13-3. CONTRACTORS SUBJECT TO PROVISIONS - WEEKLY PAYMENT OF EMPLOYEES:**

All Contractors who have been awarded contracts for public works by an awarding agency or authority of the state or any city, town, committee or by any person or persons therein, in which state or municipal funds are used and of which the contract price shall be in excess of five thousand dollars (\$5,000) and their subcontractors on such public works shall pay their employees at weekly intervals and shall comply with the provisions set forth in 37-13-4 to 37-13-14, inclusive.

**37-13-4. PROVISIONS APPLICABLE TO PUBLIC WORKS CONTRACT - LISTS OF SUBCONTRACTORS:**

All public works shall be done by contract, subject to the same provisions of law relating thereto and to the letting thereof, which are applicable to similar contracts of the awarding authority or authorized agency, hereinafter called the "proper authority", in the general location where the work is to be performed and which are not contrary to the provisions of 37-13-1 to 37-13-14, inclusive. Each contractor after the award of a contract for public works shall submit to the proper authority a list of his subcontractors of any part or all of the work. Such list shall be submitted in such manner or form as the proper authority shall uniformly require from contractors in all public works.

**37-13-5. PAYMENT FOR TRUCKING OR MATERIALS FURNISHED-  
WITHHOLDING OF SUMS DUE**

A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and materials which have been furnished for the use of such contractor or subcontractor, in connection with the public works being performed by him, within ninety (90) days after such obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in the Town having supervision of such contract, that such obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or material creditor as due him, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for such public works.

**37-13-6. ASCERTAINMENT OF PREVAILING RATE OF WAGES**

Before awarding any contract for public works to be done, the proper authority shall ascertain from the director of labor the general prevailing rate of the regular, holiday and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training and educational funds (payments to said funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer or type of workman needed to execute the contract for the public works, and shall specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to such welfare, pension, vacation, apprentice training and education funds existing in the locality for each craft, mechanic, teamster, laborer or type of workman needed to execute the contract or work.

**37-13-7. APPLICABILITY AND DETERMINATION OF PREVAILING RATES OF WAGES**

Every call for bids for:

- (a) every contract in excess of \$1,000 to which the State of Rhode Island or any political subdivision thereof is party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the State of Rhode Island or any political subdivision thereof, and which requires or involves the employment of employees shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the State of Rhode Island in which the work is to be performed; and every contract shall contain a stipulation that the contractor or his subcontractor shall pay all said employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and such employees and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of accrued payments as may be considered necessary to pay to such employees employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid said employees and not refunded to the contractor, subcontractors, or their agents;
- (b) the term "wages", "scale of wages" "wage rate", "minimum wages", and "prevailing wages" shall include:
  - (1) the basic hourly rate of pay; and
  - (2) the amount of
    - (A) the rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and
    - (B) the rate of cost to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bon-a-fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of such benefits: Provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of director of labor insofar as this chapter of the title and other acts

incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in paragraph (2) (A), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to a paragraph (2) (B), or any combination thereof, where the aggregate of any such payments, contribution, and costs is not less than the rate of pay described in paragraph (1) plus the amount referred to in paragraph (2).

### **37-13-8. DETERMINATION AND SCHEDULE OF PREVAILING WAGES MAINTAINED**

The director of labor shall investigate and determine the prevailing wages and payment made to or on behalf of employees, as set forth in section 37-13-7, paid in the trade or occupation in the city, town, village or other appropriate political subdivision of the state and keep a schedule or file in his office of such customary prevailing rate of wages and payments made to or on behalf of such employees which shall be open to the public inspection. In making such determination, the director of labor may adopt and use such determination as have been made by the secretary of labor of the United States of America in accordance with 40 USC 27 (a) commonly referred to as the Davis-Bacon Act, as amended.

### **37-13-9 STATUTORY PROVISIONS INCLUDED IN CONTRACTS**

A copy of section 37-13-5, 37-13,6 and 37-13-7 shall be inserted in all Contracts for public works awarded by the state or any city or town, committee, an authorized agency or awarding authority thereof or any person or persons in their behalf in which state or municipal funds are used if the contract price be in excess of one thousand dollars (\$1,000).

### **37-13-10. OVERTIME COMPENSATION**

Labor performed under the provisions of section 37-13-1 to 37-13-14, inclusive, during the period of forty (40) hours in one (1) week and during the period of eight (8) hours in any (1) day, shall be considered a legal week's work or a legal day's work, as the case may be, and any number or hour of employment in any one (1) week greater than the number forty (40) hours or in any one (1) day greater than the number eight (8) hours shall be compensated at the prevailing rate of wages for overtime employment; provided, however, when the director of labor has determined in the investigation provided for in section 37-13-7 and 37-13-8 that there is a prevailing practice in a city, town, or other appropriate political subdivision to pay an overtime rate of wages for work of any craft, mechanic, teamster, laborer of type of workman needed to execute the work other than hours worked in any one (1) week greater than the number forty (40) or in hours worked in any one (1) day greater than the number eight (8), then such prevailing practice shall determine the legal workday and the legal work week in the city or town for such work and the prevailing rate of overtime wages shall be paid for such work in excess of the legal workday or week, as the case may be.

### **37-13-11. POSTING OF PREVAILING WAGE RATES**

Each contractor awarded a contract for public works with a contract price in excess of one thousand dollars (\$1,000) and each subcontractor who performs work on such public works shall post in conspicuous places on the project, where covered workers are employed, posters which contain the current, prevailing rate of wages and the current, prevailing rate of payments to the funds required to be paid for each craft or type of workman employed to execute the contract as set forth in sections 37-13-6 and 37-13-7. Posters shall be furnished to contractors and subcontractors by the director of labor, who shall determine the size and context thereof from time to time, at the time a contract is awarded. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the director of labor one hundred dollars (\$100.00) for each calendar day the noncompliance as determined by him. Contracts set forth in this section shall not be awarded by the state, any city or town or any agency thereof until the director of labor has prepared and delivered such posters to the division of purchases, if the state or any agency thereof is the proper authority or to the city or town or any agency thereof, if it is the proper authority, and the contractor to whom the contract is to be awarded.

### **37-13-12 WAGE RECORDS OF CONTRACTORS**

Each contractor awarded a contract with a contract price in excess of one thousand dollars (\$1,000.) for public works and each subcontractor who performs work on such public works shall keep an accurate record showing the name, occupation and actual wages paid to each workman employed by him and the payments to all the employee funds specified in sections 37-13-6 and 37-13-7 of this chapter by him in connection with the contract or work. The record shall be open at all reasonable hours to the inspection of the director of labor.

### **37-13-13. FURNISHING PAYROLL RECORD TO DIRECTOR OF LABOR**

Each contractor awarded a contract with a contract price in excess of one thousand dollars (\$1,000.) for public works and each subcontractor who performs work on such public works shall furnish a certified copy of his payroll record of his employees employed upon such public works to the director of labor upon his demand for the same, for any payroll period or periods which have been completed prior thereof, provided, the director of labor shall have received prior to making the demand for payroll records, a statement in writing signed by an interested person that the contractor or subcontractor upon whom demand is made is not paying the rates of wages and payments to funds provided in section 37-13-6 and 37-13-7. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the director of labor one hundred dollars (\$100.00) for each calendar day of noncompliance as determined by the director of labor.

### **37-13-14. CONTRACTOR'S BOND**

The state or any city, town, agency or committee therein awarding such contracts for public works shall require the contractor awarded a contract with a contract price in excess of one thousand dollars (\$1,000.) for public works to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the state, conditioned upon the faithful performance of the contract and upon the payment for labor performed and material furnished in connection therewith, such bond to contain the terms and conditions set forth in chapter 12 of this title, and to be subject to the provisions.



### **37-13-15. ENFORCEMENT REVIEW**

The provisions of this chapter shall be enforced by the director of labor. Any person aggrieved by any action taken by the director of labor under the authority of this chapter or by the failure or refusal of the director of labor to take any action authorized by this chapter may obtain a review thereof for the purpose of obtaining relief from such action or lack of action by filing a petition in the Superior Court holding in Kent County, praying for such review and relief, and such petition shall follow the course of and be subject to the procedures for equity causes filed in such court. An aggrieved person under this section shall include (a) any person who is required to pay wages to his employees, as provided in this chapter; (b) any person who is required to be paid wages for his labor or on whose behalf payments are required to be paid in funds, as provided by this chapter; (c) the lawful collective bargaining representative of a person defined in (b) above; (d) a trade association of which a person defined in (a) above is a member; (e) a contractor who submitted a bid for work to be or which has been awarded under the provisions of this chapter or a trade association of which he is a member, and (g) a labor organization which has one or more written collective bargaining agreements with one or more employers or a trade association which sets forth the hours, wages and working conditions of a craft, mechanic, teamster or type of workman needed to execute the work, as provided in this chapter, provided, however, such labor organization shall be aggrieved only to the extent that its members would be affected by the action or the failure to act of the director of labor.

### **37-13-16. TERMINATION OF WORK ON FAILURE TO PAY AGREED WAGES--COMPLETION OF WORK**

Every contract within the scope of this chapter of this title shall contain the further provisions that in the event it is found by the awarding party that any employee employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the awarding party may by written notice to the contractor terminate his right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the awarding party for any excess cost occasioned the awarding authority thereby.

### **7. Certification of Proper Subcontractors:**

Any bidder who shall name a subcontractor in his Proposal shall certify that the use of the name of such subcontractor was with said subcontractor's knowledge and consent. Any subcontractor so named in any bid may be required to submit data to establish his experience and financial ability. The naming of a subcontractor in any such Proposal will not insure approval of the proposed subletting of work to him, and in the event of disapproval of such subletting, the Contractor shall perform such item or items of work with his own organization, in full compliance with all applicable terms of his contract.

**8. Public Law Chapter 5-6-2; Work for Which License Required**

No person, firm, or corporation shall enter into, engage in, or work at the business of installing wire, conduits, apparatus, fixtures and other appliances for carrying or using electricity for light, heat or other purpose, unless such person, firm or corporation shall have received a license and a certificate therefore, issued by the State Board of Examiners of Electricians.

**9. Worker's Compensation Insurance**

The Contractor shall provide adequate Worker's Compensation Insurance for all persons employed on the project who may come within the protection of such laws. Said insurance shall be written with such company as may be acceptable to the Town and the policy shall be submitted to the Town for examination. Satisfactory certificates of said insurance shall be filed with the Town prior to the commencement of operations by the Contractor. The Contractor will be charged with the responsibility for proper and adequate Worker's Compensation coverage for all his 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 Town covering each and every subcontractor shall be filed with the Town prior to the commencement of such subcontract operations.

**INDEX**  
**SPECIAL PROVISIONS**  
**CONSTRUCTION**  
**GENERAL**

PARAGRAPH

TITLE

PAGE

1	SCOPE OF WORK SUMMARY	60-61
2	REQUIRED SEQUENCE OF CONSTRUCTION	61
3	SPECIAL REQUIREMENTS FOR TRAFFIC PROTECTION	61

## **1. SCOPE OF WORK SUMMARY**

### **General Conditions:**

- Provide temporary sanitary facilities and storage area
- Remove temporary sanitary facilities and storage area

### **Erosion Controls:**

- Furnish and install Filtrexx Filter Soxx
- Provide maintenance of all erosion controls
- Furnish and install jute mesh erosion matting on all seeded areas
- Furnish and install silt sacks on existing catch basins
- Provide tree protection as needed

### **Selective Demolition:**

- Sawcut asphalt road pavement
- Remove and dispose asphalt pavement
- Remove and dispose all trees in the project area's limit of disturbance
- Clear and grub in the project area
- Remove and dispose a section of existing retaining wall
- Relocate water service line 18" below proposed drain line
- Remove and dispose picket fence as required
- Remove and dispose of all excess spoils and stockpiled items
- Remove and dispose existing shed (AP 24/Lot 6)

### **Earthwork and Earth Materials:**

- Provide all equipment and labor to excavate, backfill, shape and compact the project area
- Furnish and install stone rip-rap in swale area and slopes (as applicable)
- Furnish and install 12" diameter HDPE pipe
- Relocate existing water service line 18" below proposed drain line
- Furnish and install stone dust for driveway repair
- Provide excavation and grading of the drainage swale area and slopes
- Furnish and install field stone retaining wall

### **Concrete:**

- Furnish and install 4' precast concrete catch basin structures (RI Std 4.4.0) and frame & grates
- Connect proposed 12" diameter HDPE pipe to existing catch basin in Old North Road.

### **Asphalt:**

- Fine grade and compact the gravel borrow (catch basin repair)
- Provide and install 2" of HMA base course pavement and compact (catch basin repair)
- Provide and install 2" of HMA surface course pavement and compact (catch basin repair)

**Landscape:**

- Provide and install 4” of screened loam in the seeded areas as specified in the Plans
- Provide and install grass seeding as specified in the Plans
  
- ADD/ALTERNATE: One (1) – Year Landscape Maintenance Period to ensure integrity and stabilization of grassed slopes

**2. REQUIRED SEQUENCE OF CONSTRUCTION**

None

**3. SPECIAL REQUIREMENTS FOR TRAFFIC PROTECTION**

In addition to the requirements of the Standard Specifications for Road and Bridge Construction and the special requirements of other sections of these contract documents, the following requirements shall be undertaken by the contractor:

- (a) The Contractor shall be required to install and maintain proper warning and construction Signing and protective devices at each work location in conformance with the "Manual on Uniform Traffic Control Devices", with the latest revisions. All traffic protection must be approved by the Engineer before any construction may commence.
  
- (b) The Contractor shall install and maintain a Rhode Island Standard barricade with appropriate markings at each location when adjustments to grade and/or reconstruction of drainage and utility structures have been made until resurfacing work has been performed. Other types of protective devices may be used if approved by the Engineer.

**INDEX**  
**SPECIAL PROVISIONS**  
**CONSTRUCTION**  
**SPECIFIC**

<b>ITEM</b>	<b>PAGE</b>
Unbalanced Bids	63
Legal Regulations and Responsibility to Public	63
Subletting of Contractor	63
Failure to Complete on Time	64
Partial Payments	64
Traffic Control	65

## **UNBALANCED BIDS**

If in the opinion of the Town Engineer, the unit prices contained in the bid schedule are obviously unbalanced (either in excess or below the cost analysis values as determined by the Town of Coventry) then this may be considered sufficient grounds for rejection of the proposal.

## **LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES**

The Rhode Island Standard Specifications, following the first paragraph insert the following paragraph in its entirety.

"Location and depth of existing utilities as shown on the plans are estimated and should not be relied upon by the Contractor. The Contractor shall check and verify the overhead before proceeding to begin the work or to order the materials. Excavation shall be in accordance with all statutes, ordinances, rules and regulations of any city, state or Federal Agency that may be applicable. Any damage to the existing utilities as shown on the plans arising out of said excavation or by reason thereof shall be the Contractor's sole responsibility."

No work shall begin before "Dig Safe" has been called, and an authorization number has been issued.

## **SUBLETTING OF CONTRACT**

### **Subletting of Contract**

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the Town of Coventry. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 60 percent, minus the total percentage of qualified disadvantaged business enterprises plus qualified women owned and controlled disadvantaged business enterprises, of the total contract cost, except that any items designated in the contract as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. No subcontractors, or transfer of contract, shall in any case release the Contractor of his liability under the contract and bonds. A copy of a written agreement with the subcontractor must be submitted when making application to sublet any work under the contract.

## **FAILURE TO COMPLETE ON TIME**

### **FAILURE TO COMPLETE ON TIME**

For each calendar day or work day, as specified, that any work shall remain uncompleted after the contract time specified for completion of the work provided for in the contract, the appropriate sum specified will be deducted from any money due the Contractor not as a penalty but as liquidated damages; provided however, that due account shall be taken of any adjustment of the contract time for completion of the work granted under the provisions.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Town of Coventry for any of their rights under the contract.

The Town of Coventry may waive such portions of the liquidated damages as may accrue after the Engineer determines in writing that the work is in condition for safe and convenient use by the traveling public.

## **PARTIAL PAYMENTS**

Upon written request from the Contractor, supported by delivery invoices, the Town may allow partial payment on such approved materials, supplies and equipment as are delivered in acceptable condition, identified, set aside and suitably stored at the site of the work or nearby, but not incorporated in the work, for which, in the Judgment and opinion of the Town Engineer, the Contractor should be allowed a partial compensation, due to the fact that the schedule of completion of such work has been terminated by authorized suspension of contract work (pending final settlement) or has been hindered and delayed by seasonal closing of the project or by similar causes over which the Contractor has no control, or when, in the opinion of the Town Engineer, the advances delivery of such materials is in the best interest of timely completion of the project. Under such conditions payment may be allowed for required nonperishable materials furnished in the sum not to exceed one hundred (100%) percent of the actual cost of the materials to the Contractor, or eighty (80%) percent accepted multiplied by the unit price bid for such materials completely in place, whichever is the less amount. Such payment shall be made as a partial payment under the related item or items by adjustment of the quantity progressively allowed. The Contractor must furnish a paid invoice for the materials within thirty (30) days after receiving the partial payment or the payment will be deducted.



## TRAFFIC CONTROL

In addition to the requirements of the *Manual on Uniform Traffic Control Devices, 2009* and the special requirements of other sections of this contract document, the Contractor is advised that the signs and other traffic control devices are minimum requirements. It is the Contractor's responsibility to supplement the plans and specifications as necessary to ensure the public's safety. All Maintenance and Protection of Traffic Devices shall be in place and approved by the City prior to starting construction at a particular location.

The contractor shall be responsible for maintaining appropriate construction related signing at all times. Any signs not appropriate for construction activity taking place at any given time shall be removed or covered to the satisfaction of the Town, and reinstated at the end of work on the street.

It will be the responsibility of the Town to retain and provide the services of the local police for traffic control and protection of this project. The Contractor shall provide flag-persons and signage as required for traffic control protection of this project. The Contractor shall give the Town four working days' notice of anticipated lane closures (location and duration) in order for the Town to determine if police details are required and to obtain their services. The Contractor should not include the cost of police details in their bid since these costs will be paid separately by the Town.