

Replacement of Coping on Main Pool
Lewisboro Town Park
Town of Lewisboro

REQUEST FOR PROPOSAL (RFP)

Sealed proposals for performing the work herein described will be received by the Town Board, Town of Lewisboro, New York, at the Office of the Town Clerk, Town House, 11 Main Street, South Salem New York 10590, until **11:00 A.M., September 18, 2018**.

The work consists of removal and disposal of the existing pre-cast pool coping and perimeter drain, modifications to the concrete gutter to accept the new PVC coping and perimeter drain system and associated masonry, plumbing and electrical work. The PVC grate material will be furnished by the Owner. The Town is seeking prospective contractors to respond to this RFP to install the improvements within the main pool at the Lewisboro Town Park, Town of Lewisboro. The work is more fully described in the Specifications and attached Details.

Contract Documents will be available online at: <http://www.lewisborogov.com> under the project title "**Replacement of Coping on Main Pool**" or may be obtained at the above office of the Town Clerk after **September 4, 2018**. The Bidder is solely responsible for checking the URL shown above for notices and/or addenda.

A **pre-bid meeting** will be held at **10:00 A.M. on September 6, 2018** at the site which is located on the south side of NYS Route 35 (Old Post Road) approximately 1,000 feet east of the intersection with Mead Street. Requests for information must be submitted via e-mail to jcermele@kelses.com and will be received until **4:00 P.M. on September 12, 2018**.

Bids shall be made on the Proposal Forms furnished with the Specifications, and must be accompanied by a Bid Bond acceptable by the Town, or a certified cashier's check, drawn on a solvent bank, in the amount of not less than 5% of the total amount of the Bid. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company. Checks shall be made payable to the Town of Lewisboro, New York, and are to be held by the Town as a guarantee for the proper execution and delivery of the Contract and bonds to secure the faithful performance thereof. In default of such execution and delivery of Contract and Bonds, the amount of the deposit represented by the check shall be forfeited to and retained by the Town of Lewisboro as liquidated damages.

Proposals shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the Town Board, Town of Lewisboro, New York, at the Office of the Town Clerk, Town House, 11 Main Street, South Salem New York 10590 and endorsed "**Replacement of Coping on Main Pool**", Town of Lewisboro, New York.

The Town of Lewisboro reserves the right to reject any and all Bids, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if deemed in the best interest of the Town to do so. The bids shall be awarded in accordance with Section 103 of the General Municipal Law of the State of New York.

Dated: August 31, 2018

By Order of The Town Board

BY _____
Janet Donohue, Town Clerk

AUGUST 9, 2018

REQUEST FOR PROPOSAL
REPLACEMENT OF COPING ON MAIN POOL
at
LEWISBORO TOWN PARK

The Town of Lewisboro Recreation & Parks Department is accepting proposals for removal and replacement of coping on the main pool. Town Park Main Pool is located on Route 35 in South Salem, New York. The Town Park is located on the south side of Route 35 between Mead Street & Bouton Road in South Salem, New York. A small white sign designates the project site.

PRE-BID MEETING

All perspective bidders are invited to attend a pre-bid meeting to review the project. The meeting will take place at the site on Thursday, September 6, 2018 at 10:00 a.m.

CLOSING DATE OF THE PROPOSAL

Proposals are due no later than Tuesday, September 18, 2018 at 11:00 a.m. The Town anticipates award of the project on September 24, 2018. Construction of Phase I of the work is to commence immediately thereafter and includes the removal of the existing pre-cast coping and modification to the concrete gutter to accept the new PVC (Grate Ideas) coping. New coping to be installed during Phase II shall commence the 3rd week of March or the 1st week of April 2019 weather permitting.

Proposals are to be submitted to: **Town Clerk – Town of Lewisboro**
Office of Town Clerk
11 Main Street
South Salem, New York 10590

DESCRIPTION OF THE WORK TO BE PERFORMED:

General Scope of Project: Remove existing pre-cast coping & modify the concrete gutter to accept the new PVC (Grate Ideas) coping. Modification involves marble dusting the three sides of the gutter, leveling masonry to accept elevations of new coping, polysulfide caulking of underside of new coping and rear deck intersection with new coping. Winter protection of Phase I work.

Note: The complex is to provide the PVC coping to the project site by Grate Ideas, the Electrical and Plumbing work by licensed contractors.

SEE CARNELL PLAN/SPECIFICATIONS AND KELLARD SESSIONS CONSULTING
SITE IMPROVEMENT PLAN ATTACHED.

REQUEST FOR INFORMATION

Plan/Specifications questions should be directed to James Carnicelli, Engineer of Record,
Managing Engineer @ Carnell Engineering, P.C. Office - 914 946 4300 Ext. 1 or 2 or Cell -
914 557-6080.

The Town is requesting that bidders be commercial pool contractors having knowledge of
New York State and Westchester County Swimming Pool Codes. Proof of experience shall
be provided.

PROJECT PROPOSAL COST (LUMP SUM)

TOTAL COST OF PROJECT \$ _____

Price in Words: _____

LABOR RATES: PREVAILING RATES (to be completed with proposal)

LABORER \$ _____ P/H

LABORER FORMAN \$ _____ P/H

MASON or JOURNEYMAN \$ _____ PH

MASON FOREMAN \$ _____ P/H

PROJECT SUPERVISOR \$ _____ P/H

POOL CONTRACTOR'S GUARANTY - Labor & Material 3 YRS.

PVC COPING [MANUFACTURE'S WARRANTY] 15 YRS.

Notes:

1. This is a prevailing wage project. Prevailing wages must be paid. Certified payroll sheets must accompany contractor submitted invoices for payment.
2. Contractor invoices must include lien wavers for material suppliers.
3. Complex to require toilet facilities for the workers and location areas for supply storage.
4. Contractor's fee payment schedule to be determined prior to awarding of contract.
5. 10% invoice retention for each invoice to be withheld. Final payment invoice to be paid after any "punch list" work.
6. Insurance requirements are attached.
7. Attach your company letterhead outlining in detail the scope of your work.

8. Provide the names of two municipalities with contact names and contact number who you have performed work for in the last two years.
9. Contractor shall be required to post 5% Bid Bond, Performance Bond and Payment Bond.
10. Contractor shall guarantee all labor and material for the pool for a period of three (3) years.
11. Contractor shall warranty the PVC coping for a period of 15 years.

COMPLETE THE FOLLOWING (To be completed with proposal)

REPRESENTATIVE: _____ TITLE _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP CODE _____

EMAIL: _____

WEBSITE: _____

TELEPHONE; _____ FAX: _____

ATTACHED: Carnell Plan/Specifications, Kellard Sessions Consulting Site Improvement Plan, Request for Proposal, Insurance Requirements

TOWN OF LEWISBORO

INSURANCE REQUIREMENTS

It is a requirement of the Town of Lewisboro (the "Town") that for work performed under contract and/or permit authorized by the Town and/or any event or performance conducted on Town property that the Contractor or Permittee procure and maintain at their own expense and without expense to the Town, until final acceptance of the work by the Town, the Insurance listed below:

Upon submission of the bid, a Certificate or Certificates of Insurance must be furnished to the Town in forms satisfactory to the Town.

All Certificates of Insurance must provide that the policy or policies shall not be changed or canceled until at least thirty (30) days prior written notice has been given to the Town.

When required by the Town the "XCU" exclusion of the policy or policies shall be eliminated or show proof that "XCU" is covered.

The kinds of Insurance, limits and/or conditions are as follows:

- A. Worker's Compensations - Statutory - covering all operations and all locations involved in the contract.
- B. Comprehensive General Liability - covering all operations and locations involved in the contract, including the following coverages:
 - 1. Premises Operations
 - 2. Independent Contractors & Sub-Contractors
 - 3. Products and Completed Operations
 - 4. Broad Form Contractual
- C. Comprehensive General Liability - covering all operations and locations involved in contract, including the following coverages:
 - 1. Owned Automobiles
 - 2. Hired Automobiles
 - 3. Non-owned Automobiles

Unless specifically required each policy shall provide limits of not less than:

- 1. Bodily Injury Liability - per occurrence - single limit of \$1,000,000

2. Property Damage Liability - per occurrence - single limit of \$1,000,000

D. New York State Disability Benefits - Statutory

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT

All policies and Certificates of Insurance of the Contractor shall contain the following clauses:

1. Town of Lewisboro is named as an additional insured. Insurers shall have no right of recovery or subrogation against the Town of Lewisboro (including its agents and agencies), it being the intention of the parties that the Insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
2. The clause "other Insurance provisions" in a policy in which the Town of Lewisboro is named as an Insured, shall NOT apply to the Town of Lewisboro.
3. The Insurance companies issuing the policy or policies shall have no recourse against the Town of Lewisboro (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.
4. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the risk of the Contractor.

The following indemnification agreement shall be and is hereby a provision of the contract and shall be endorsed on the reverse side of all Certificates of Insurance.

The Bidder, its contractors, suppliers, sub-contractors, agents and employees shall strictly observe and comply with all applicable safety laws, rules and regulations and with any accident prevention programs of all regulatory agencies exercising jurisdiction. The Bidder further agrees to provide such protection as is necessary to protect its workmen and those of the Town and all sub-contractors from its operations. In the event that additional safety measures are required, the bidder will install or procure and provide such safety measures at its own expense. The Bidder, its sub-contractors, suppliers, and agent agree to adhere strictly to all provisions of the Federal Occupational Safety and Health Act (PL91-596), as well as the New York State Labor Law and any other statutes pertaining to the safety of workers. To the fullest extent permitted by law, the bidder shall hold harmless, indemnify and defend the Town against all losses, claims, actions, demands, damages, liabilities, fines, expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, sub-contractors, suppliers, agents and material men. The indemnity provided by the requirements contained herein shall be in addition to and not in limitation upon any rights of common law indemnity.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any other competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
4. The person signing this bid or proposal, under the penalties or perjury, affirms the truth thereof.

DATED: _____

(Signature of Bidder, if Individual)

(Name of Corporation)

BY: _____
(Signature and Title of officer)

(CORPORATE SEAL)

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

We agree to hold harmless, indemnify and defend the Town of Lewisboro and its agents from and against any and all claims, damages, liabilities, obligations, judgments, charges, costs, expenses and fees, including but not limited to personal injury and property damage or theft, arising from the repair and replacement of the pool coping, gutter and grate system for the Town Pool Main Pool.

Organization Name: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Please sign, date and return with bid document.

GENERAL RELEASE

(To Be Submitted With Requisition For Final Payment)

KNOW ALL MEN BY THESE PRESENTS, that _____ for
(Contractor)

and in consideration of the sum of _____
lawful money of the United States of America, to it in hand paid by

(Owner/Contracting Agency)

have remised, released, quit-claimed, and forever discharged, and by these presents do
for its successors and assigns remise, release, quit-claim, and forever discharge the said
_____, and
(Owner/Contracting Agency)

its successors and assigns and administrators, of and from any and all manner of action
and actions, caused and causes of action, suits, debts, dues, sum and sums of money,
accounts, reckonings, bonds, bills, specialties, covenants, contract, controversies,
agreements, promises, variances, trespasses, damages, judgments, patents, extents,
executions, claims and demands whatsoever in law and unity which against the said
_____,
(Owner/Contracting Agency)

now have or which heirs, executors, or administrators hereafter can, shall, or may have,
for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the
world to the day of the date of these presents rising out of the construction, in accordance
with contract entered into between parties hereto, dated this _____ day of _____,
20____, any admittance or supplements thereto.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be
signed by its _____ and its corporation seal to be hereto affixed
and duly attested by its _____ this _____ day of
_____, 20____.

ATTEST:

PRINCIPAL:

FORM OF GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
_____ (hereinafter called the Principal) as Principal and the
_____, a _____ Corporation with an office and
place of business for the State of New York at _____, New York,
(hereinafter called the Surety) as Surety, are held and firmly bound unto the _____

(hereinafter called the Obligee) as Obligee in the sum of _____
_____ (\$ _____) DOLLARS, lawful money of
the United States of America, for the payment whereof the Principal and Surety bind
themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 20____.

WHEREAS, the Principal heretofore entered into a written contract with the Obligee for

_____.

WHEREAS, said Contract provides that the Principal shall guarantee _____

_____.

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal
shall indemnify the Obligee against loss by reason of his failure to make good at his own
expense any defects or deficiencies in materials or workmanship which may appear in the
work under said Contract within the period of _____ year (s) from the date of
acceptance of the work, then this obligation shall be void; otherwise to remain in full force
and effect.

Principal

BY: _____

BY: _____



AIA[®] Document A310[™] – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of _____ Dollars (\$ _____), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the
prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal
to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good
faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and sealed this _____

day of _____

20 _____

(Witness)

(Principal)

(Seal)

(Title)

(Surety)

(Witness)

(Title)

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that
changes will not be obscured.

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AIA[®] Document A312[™] – 1984

Performance Bond

CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: ☐ None ☐ See page 4

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and Title:

Signature:

Name and Title:

(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY: Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____



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Payment Bond

CONTRACTOR (Name and Address): **SURETY** (Name and Principal Place of Business):

OWNER (Name and Address):

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: ☐ None ☐ See page 4

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and Title:

Signature:

Name and Title:

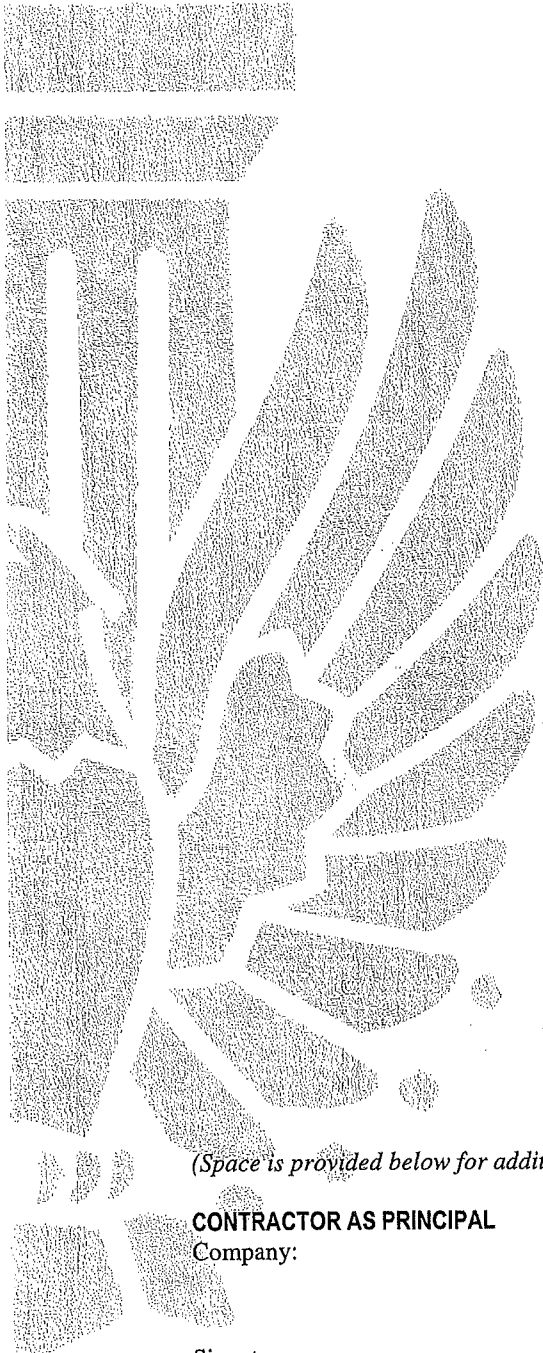
(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:



REPRODUCTION

REPRODUCTION

REPRODUCTION

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

REPRODUCTION

REPRODUCTION