



Outdoor Limestone Central Water Fountain

Bids will be received at the Office of the Purchasing Agent, 2000 Smith Street, North Providence, Rhode Island, until 10:45 A.M Wednesday November 30, 2022. Bids will be opened at 11:00 A.M. that day.

The Purchasing Board reserves the right to reject any and all bids, to waive any informality in the bids received and to accept the bid deemed the lowest evaluated and most favorable to the interest of the Town.

INFORMATION

1. Receipts and Opening of Proposals:

Sealed proposals (bids) will be accepted in the office of the Purchasing Agent, Town Hall, 2000 Smith Street, North Providence, R. I. until the time indicated in the Invitation for Bids, for the services designated in the Specifications and will then be publicly opened and read. No bids received thereafter will be considered.

2. Form of Bid:

Proposals must be submitted on and in accordance with the bid proposal form included hereto, blank places must be filled in as noted, no change shall be made in the phraseology or in the item or items mentioned therein, all proposals must contain the name and proper address of the bidding firm and must be signed by a responsible member of the firm with their signature and official title. Proposals which are not complete, or contain any omissions, erasures, alterations, addition or contain irregularities of any kind, may be rejected as informal.

3. Submission of Bids:

(a) Envelopes containing bids must be sealed and addressed to the office of the Purchasing Agent, and must be marked with the name and address of bidder, date and hour of bid opening, and name of item in bid call.

(b) The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.

(c) Any bidder may withdraw their bid by written request at any time prior to the advertised time for opening. Facsimile bids, amendments, or withdrawals will not be accepted.

(d) No bid may be withdrawn for a period of thirty (30) DAYS from the date and time of opening.

(e) Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

(f) Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.

(g) Two (2) copies of all documentation submitted.

4. Acceptance or Rejection of Bid Proposal:

The Town reserves the right to award the bid by item and further reserves the right to reject any and all proposals or parts thereof, to waive any informality in the proposals received and to accept the proposal, or parts thereof, which it deems to be most favorable or in the best interest of the Town.

5. Qualifications of Bidder:

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

6. Commencement of Contract:

The successful bidder shall commence work as specified and complete all work as specified.

7. Bid Prices:

Bidders shall state the proposed bid prices in the manner as designated in the Bid Proposal. In the event there is a discrepancy between the price written in words and in figures, the prices written in words shall govern.

8. Indemnification:

The Contractor shall hold harmless, defend, and indemnify the Town and its officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under the contract.

9. Insurance:

The Contractor shall carry the following insurance at their own expense:

(a) General: All insurance for this contract shall be written by company (or companies) acceptable to the Town and all policies or certificates shall be submitted to the Town for examination prior to commencement of operations by the Contractor. In the event any policy or certificate, the amount of the insurance, or the company writing same are not satisfactory to the Town, the Contractor shall secure other policies or certificates in form and amount and with a company satisfactory to the Town. The Contractor shall not permit policies to be changed, cancelled, or to lapse and all policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the limits of liability or amounts of insurance until notice has been sent by certified mail to the Town stating when, (not less than thirty (30) days thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to the Town contain true transcripts from the policy or policies, 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 of cancellation clause and including the Town as an additional insured as to the operations involved.

If any part of the contract is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations. The Contractor shall be charged with the responsibility for insurance protection for all their subcontract operations and should the contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the Town covering each and every subcontractor shall be filed with said Town prior to the commencement of subcontract operations.

(b) Workers' Compensation Insurance: The Contractor shall obtain workers, compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by State of Rhode Island Statutes. The Contractor shall maintain worker's compensation insurance coverage for the duration of the contract.

In the event the Contractor's worker' compensation insurance coverage expires during the term of the contract, the Contractor shall renew said insurance, either as a carrier-insured employer or a self-insured employer, before its expiration, and the Contractor shall provide the Town with further certification of workers, compensation insurance as renewals of said insurance occur.

(c) Comprehensive General Liability and Property Damage Insurance including Contractual Liability: The Contractor shall maintain general liability and property damage insurance that protects the Contractor and the Town and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under the contract.

- (1) Bodily injury including accidental death-each person \$1,000,000.
- (2) Bodily injury including accidental death-each occurrence \$1,000,000.
- (3) Property Damage - each occurrence \$1,000,000.
- (4) Property Damage - aggregate during any twelve (12) months period \$1,000,000.
- (5) Comprehensive Contractor's Protective Liability 1,000,000.
- (6) Commercial General Liability 1,000,000.
- (7) Contractor maintain during the extent of this agreement, Builders Risk Insurance with extended coverage in an amount not less then the full insurable insurable value of work. Any loss payments will made payable to the Town of North Providence and the Contractor.
- (8) Operations - premises Liability
- (9) Independent Contractor's/Town's Protective Liability
- (10) Completed Operations and products Liability
- (11) Contractual Liability

(12) Comprehensive Automobile Liability: covering all vehicles used by the Contractor in the course of the work including owned, non-owned and hired.

(13) Bodily injury including accidental death each person \$1,000,000.

(14) Bodily injury including accidental death-each occurrence \$1,000,000.

(15) Property Damage - each occurrence \$1,000,000.

10. Wages and Labor:

The Contractor shall comply with the applicable provisions of Title 37, Chapter 13, as amended, General Laws of Rhode Island (1977 Reenactment) Prevailing Wages and Davis Bacon Act.

11. Safety and Health Regulations:

All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations, and ordinances.

12. Foreign Corporations:

Attention of bidders is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, as amended, relative to the conditions precedent, etc. to carrying on business within this State for foreign corporations.

13. Permits & License:

Contractor shall be licensed by and allowed to conduct Business in the State of Rhode Island and the Town of North Providence. All fees associated with the submittal of plans, designs or any other fee for approval of proposed work shall be at the cost of the Contractor.

14. Bid Evaluation:

This is an evaluated bid. Bids will be evaluated on the following criteria using a weighted scale:

Experience in Field	10%
Previous Performance	10%
Bid Amount	50%
Credentials/Qualifications	10%
Ability to Perform Described Services	20%

15. Safety and Health Regulations All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations, and ordinances.

16. Foreign Corporations: Attention of bidders is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, as amended, relative to the conditions precedent, etc. to carrying on business within this State for foreign corporations.

17. Fee's: Contractor shall pay all fees' including but not limited to Town permits and State application fee's.

18. Scope of Work: Install and Replace of Central Fountain.

19. **Work Supervision:** The Town of North Providence Building Superintendent and the Purchasing Agent will oversee all aspects of work.

20. **Job Completion:** At job completion a contractor representative shall review work on site by a representative from the Town of North Providence. The job site shall be cleaned and free of debris. All required documentation and information must be shall have been provided upon completion.

INSTRUCTION TO BIDDERS

INTERPRETATIONS

All questions about the meaning or intent of the Bidding Requirements and Contract Documents shall be submitted for interpretation or clarification no later than 48 hours prior to time of receipt of bids.

CONTRACTORS RESPONSIBILITY FOR WORK

Omissions from the specifications of items obviously needed to properly perform the work, such as attachments, bolts, hangers, and other fastening devices shall not relieve the Contractor from furnishing and installing the same. It shall be the duty of the Contractor to procure from the Town all necessary interpretations of the designs and contract documents.

Contractor shall make no changes without having first received written authorization from the Town. Where detailed information is lacking, before proceeding with work, the Contractor shall refer matter to Town for required information or interpretation.

If in the opinion of the Town's Representative, any employee of the Contractor or his subcontractors is physically or mentally unfit for work or exhibits behavior incompatible with project site environment, said employee may be required to leave project site property and/or may be refused re-admittance.

Attention is directed to Paragraph 2C of the General Conditions, which will be strictly enforced.

The Contractor or the superintendent shall personally plan, supervise, direct, inspect and oversee all work whatsoever including work being performed by subcontractors. Therefore, the selection of a superintendent is of prime concern to the Town.

Whenever any work is being performed by any of the Contractor's workmen or those of subcontractor, the Contractor or superintendent must be present on the job-site to personally supervise the work. In the event that workmen appear for work in the absence of the superintendent, they will be asked to leave the premises by the Town or its representative.

Before commencing any work, the Contractor shall submit in writing to the Town the name of the superintendent to be employed. Written approval of the superintendent by the Town is required. While remaining in the Contractor's employ, the superintendent shall not be replaced for the duration of the work, except with the approval of the Town. Should the job superintendent be judged unsatisfactory by the Town, the superintendent shall be replaced by the Contractor? The Town's decision in this matter will be final.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

BIDDER'S REPRESENTATIONS

- A. By the act of submitting a bid, the bidder warrants that he has inspected the site, has familiarized himself with the actual conditions under which the Work is to be performed, has correlated the Bidder's personal observations with the requirements of the Contract Documents and has full knowledge of the work required.
- B. The Bidder and all subcontractors he intends to use have carefully and thoroughly reviewed the Specifications, and other Construction Contract Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
- C. The Bidder and all workmen, employees and subcontractors he intends to use are skilled and experienced in the type of construction represented by the Construction Contract Documents bid upon.
- D. Neither the Bidder nor any of his employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Town, his employees or agents including architects, engineers or consultants, in assembling the bid figure.
- E. The bid figure is based solely upon the Construction Contract Documents and properly issued written Addenda and not upon any other written representation.
- F. After award of Contract, no claim for additional compensation resulting from misunderstanding of the Contract Documents or resulting from errors in or conflicts within the Contract Documents will be entertained unless interpretations of the Contract Documents specifically relating to the portions thereof which appear to the bidder to be in question, error or conflict, are brought to the Town's attention during the bidding Period.

ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation shall be in writing and addressed to Town of North Providence Division of Purchasing 2000 Smith Street, North Providence, RI 02911, and to be given consideration, must be received in the Purchasing Agent's office not later than 12:00 noon, seven (7) calendar days (Saturdays, Sundays, and legal holidays included) prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents. If issued, Addenda will be sent by fax with return receipt requested or FAXED to all persons on record as having received a complete set of Contract Documents (at the respective fax number furnished for such purposed).

- B. Failure of any bidder to receive any such Addenda shall not relieve such bidder from any obligation under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. At the same time of the opening of the bids, each bidder will be presumed familiar with the Contract Documents (including all Addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

BIDDING PROCEDURE

- A. Receipt of Bids
 - 1. The Town of North Providence, Rhode Island acting through the Purchasing Agent (herein called the Town), invites bids on the form attached hereto. All blank spaces shall be filled in, in ink or typewritten, in words and figures only where no space is provided for words and signed by the Bidder. Submit bids in duplicate.

2. Bids will be received by the Purchasing Agent at the office of the Purchasing, 2000 Smith Street, North Providence, Rhode Island 02911, date and time indicated in the Advertisement for Bid. The envelope containing the bids must be sealed and addressed to Purchasing Agent, The Town of North Providence, 2000 Smith Street, North Providence, RI 02911, and designated as bid titled hereto, North Providence, Rhode Island.
3. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. (If forwarded by mail, the sealed envelope containing the proposal, and marked as directed above, must be enclosed in another envelope addressed to the Town, preferable by registered mail.)
4. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality in or reject any and all bids. Any bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.
5. No Bidder may withdraw a bid within the time period set herein these specifications.

CONSIDERATION OF BIDS

- A. Bid award may not be done at time of bid opening.
- B. The Town may reject any bid not prepared and submitted in accordance with the provision hereof and may waive any informalities or reject any and all bids. Conditional bids will not be accepted.
- C. The Contract may be awarded to the most responsible and eligible Bidder on the basis of the proposed Contract Price. The Town reserves the right to reject any and all proposals and to accept the proposal deemed most favorable to the interests of the "Town".
- D. The Town does not obligate himself to accept the lowest or any other bid.
- E. If the base bid exceeds the amount of funds available to finance said construction contract, the Town may reject all bids or may award the contract to that responsible Bidder submitting the lowest bid.

POST BID INFORMATION

- A. The Town may make such investigations as he deems necessary to determine the ability of the bidder and all sub-bidders to perform the work, and the bidder and all sub-bidders shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder or sub-bidder fails to satisfy Town that he is not properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
- B. The Bidder is specifically advised that any person, firm, or entity to whom it proposes to award a subcontract under this contract must be acceptable to the Town.

DUPLICATION OF ITEMS OF WORK

- A. In the event that materials or equipment have been specified with more than one standard of quality, it will be assumed that the Bidder concerned included the higher of quality standards in their bid, unless the Town has been notified, in writing, prior to submittal of bids of quality duplication and Town has issued instruction to establish quality of material.

ACCEPTANCE OF CONDITIONS

- A. The submission of a Bid Proposal will be considered by the Town as acceptance by the Bidder of all requirements and stipulations contained in the Specifications, and the conditions at the job site.

ALTERNATE BID PRICES

- A. Alternate Bid Prices if requested, shall contain all charges for overhead, profit, insurance, all taxes and allowances for waste and the sum given shall represent the job complete in place to the Town. No further surcharges will be accepted.

UNIT PRICES

- A. Unit Prices if required in the Proposal Form, if accepted in the award of this Contract, shall be used in establishing the adjustment of Contract Price for additions to or deductions from the work in accordance with the applicable section of the General Conditions. Unit Prices listed shall include all costs, profit and overhead and no further surcharges are to be added to any Unit Price item of work that may be ordered done regardless of the time that the work is done.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Bidder must agree to commence work as soon as possible after issuance of a written "Notice to Proceed" with the Town and to substantially complete the project within the time limit indicated herein.

CONDITIONS OF WORK

- A. Each bidder must inform himself of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption with the work of any other Contractor.

LAWS AND REGULATIONS

- A. The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

STATE SALES AND USE TAX EXEMPTION

- A. The Town hereby affirms that, in accordance with the Rhode Island Sales and Use Tax Laws, it is exempt from the State Sales Tax.
- B. Bidders and their Subcontractors and material suppliers shall not include in their Bids any Rhode Island State Sales and Use Taxes relative to the performance of the work that is covered by the exemption.

INSPECTION OF EXISTING CONDITIONS

- A. All bidders are advised to inspect the existing project and to familiarize themselves with conditions, as they exist, prior to submitting their bids. Hours of inspection will be between 9:00 AM and 4:00 PM on Monday through Friday. Contractor shall notify Town a minimum of 48 hours prior to time he would like to make site visit. Contractors shall inform personnel in the office upon their arrival prior to inspecting the site.
- B. After award of contract, no claim for additional compensation resulting from misunderstanding of the Contract Documents for resulting from errors in our conflicts within the Contract Documents will be entertained unless interpretations of the Contract Documents specifically relating to the portions thereof which appear to the bidder to be in questions, error or conflict, are brought to the Town's attention during the bidding period.

BUILDING PERMIT

- A. The cost of the building permit for the work of this Contract will be at the cost of the contractor. Contractor shall pay all permit fees and include cost in bid.

PARKING ARRANGEMENTS FOR TENANTS

- A. All work must be scheduled with minimum affect on the existing parking arrangements. Contractor must determine, through Town, an appropriate schedule and alternative to existing use, parking and general business as usual.

BEHAVIOR OF PERSONNEL

- A. If in the opinion of the Town's Representative, any employee of the Contractor or his subcontractors is physically or mentally unfit for work or exhibits behavior incompatible with work site environment, said employee may be required to leave property and may be refused re-admittance.

SUBSTITUTIONS

- A. In all cases where a proprietary designation is used in connection with materials or articles to be furnished under this contract and the phrase "or equal" is not used, the Contractor shall furnish the specified item, unless a written request for a substitute has been submitted by the Contractor and review by the Town to his satisfaction.
- B. See Section 01300 for additional requirements and Contractor responsibility relating to substitutions. Specifically, subparagraphs relating to speculative substitutions and additional liabilities.

WORK AFTER NORMAL WORKING HOURS

- A. No work other than that described above shall be done at night except when in the opinion of the Town's Representative the work will be advantageous to the Town and can be performed satisfactorily at night. The work will be done by a crew organized for regular night work. Such night work must have written permission of the Town's Representative.

CONTRACTOR'S AGREEMENT

- A. During the performance of this contract, the contractor agrees to comply with all provision of the Executive Order 11246, as amended, relative provisions Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- B. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts.

WORK NOT SPECIFIED

- A. Work described herein concerning which there are not particular specification shall not relieve Contractor from furnishing and installing same. Review these documents carefully for miscellaneous work not specified; perform such work with materials and workmanship of best quality.

MEANING AND INTENT

- A. Provide items such as attachments, hangers, bolts, and screws, which are obviously needed to perform work properly but are not specifically indicated on the specifications.
- B. INTENT: It is the intent of the plans and these specifications that all design, equipment, materials, and workmanship used on this project be in complete conformance with all local, state, and national codes, ordinances and standards. It is the contractor's responsibility to submit only those items that meet these codes. Should an item be inadvertently specified by model number that is not in conformance with local and state codes, the contractor shall notify the proper authorities prior to any submittals of this item. regardless of any approval action given, it is the contractor's responsibility to install only those items that are in conformance with the codes. Should any non-conformance code items be installed, they shall be replaced by the contractor at no additional cost provisions Town.

USE OF THE PREMISES

- A. Since the premises are occupied, work is to be done as expeditiously as possible and with as little inconvenience and without danger to occupants. Leave unobstructed way along roadways and walks, except as approved by Town. Restrict introduction or material and access and egress of workmen and vehicle to such places as approved by Town. Conduct work in such manner as required to allow continued operation with minimum of interference with operation, use and function of buildings and premises. Schedule working consultation with Contracting Officer or his representative.

EXISTING UTILITIES

- A. Immediately repair any active existing utility lines (cables, conduits, ducts, and piping), except where such lines are to be abandoned. Protect and maintain such active existing utilities in use until relocation of same has been complete or cut, or sapped, or prepared for service connections, as applicable. Perform such repair and protection work at no additional cost to the Contract.
- B. If any existing active utility, which is not indicated on the documents, is unintentionally damaged, and such utility is to remain, immediately repair the damage and restore the utility to its original integrity. Reimbursement of cost for performing such repair will be made by an adjustment in the Contract Price, at rates determined and approved by the Town. Consideration of any adjustment as outlined herein shall be based on the assumption that the Contractor has performed in a prudent manner at the time such damage

occurred. If extra expense is incurred in protecting and maintaining any utility line not shown on the specifications, an adjustment in the Contract Price will be made.

- C. Notify the Town in writing not less than three days in advance of the proposed time for shutting down or interrupting any utilities, services or facilities which may affect the operation of other buildings, services, or facilities of the Town. Unless otherwise authorized by the Town, schedule and coordinate this work that such interruption will occur on weekends, holidays, or before or after normal working days of the Town's facilities. In no case shall any shutdown or interruption of any utilities, services or facilities be made without the approval of and the authorization of the Town.
- D. The Town will cooperate fully, at the Contractor's request, in assisting the contractor in locating and identifying underground utilities.

PROTECTION OF PERSONS AND PROPERTY

- A. Provide and maintain, for the duration of the Contract, proper protective measures as may be required to adequately protect the Town's personnel and the public from hazards resulting from the work performed hereunder.
- B. Take all proper precautions to protect the Town's property from damages and replace, or put in good condition, any existing items which are damaged in carrying out the work, unless designated to be permanently removed or demolished.
- C. When regulated by local building code or other Town, such requirements for protection shall be considered as minimum requirements and the Contractor shall be responsible for the protection of such minimum requirements as may be required by public safety laws.
- D. The requirements of the paragraph shall be in addition to, not in lieu of, other protection requirements contained in these Contract Documents.

DAMAGE FROM THE ELEMENTS

- A. The General Contractor will be held responsible for all damage to new and existing construction from the elements until acceptance by the Town.
- B. The intent of this paragraph is to protect the Town against claims made for reimbursement in cases where materials are improperly stored, protected or erected in such a manner that rain, snow, sunlight or other normal damage to these materials from the elements would result. Unforeseen natural disasters, etc., are presumed to be covered by the usual forms of property damage insurance maintained by the General Contractor.

SAFETY AND HEALTH

- A. Provide protective devices required by authorities having jurisdiction. Take, use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against occurrence of happening of any accident, injury or hurt to any person or object during progress of work. Provide and erect and temporary fences, guards, etc., required to protect public or workmen, and remove same when work is completed. Keep all passageways clear and safe. Comply with provisions of Federal Laws and regulations, as amended to date as follows:
1. Occupational Safety & Health Act of 1970, Public Law 91-596.
 2. Part 1510-Occupational Safety & Health Standards, Chapter XVII of Title 29, code of Federal Regulations.
 3. Chapter XIII of Title 29, Code of Federal Regulations, Part 1518-Safety and Health Regulations of Construction (36FR 75).

INDEMNIFICATION

- A. Notwithstanding any approvals or instructions which may be obtained from Town in connection with use of premises, the Contractor agrees to indemnify and save the Town and Town harmless from and against any and all costs, loss expense, liability, damages or claims for damages, including costs of defending any action on account of any injury or damage to building improvements or property of the City, of any person, firm, corporation, or association and on account of any injury including death, to any person or persons arising or resulting from the work provided for or performed under the Contract Documents or from any act, omission, or negligence of the Contractor, Subcontractors and his and their agents, or employees. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.
- B. Asbestos Material Identification and Removal: During demolition operations, it shall be the responsibility of the Contractor to identify any asbestos materials that may be encountered. Should they be encountered. Should they be encountered, the Contractor shall notify the Town at once, stop work in the area of concern and not proceed in that area until further notice. It is understood and agreed that the handling or removal of asbestos or asbestos products involves certain health risks which require specific safety measures. The Town and Town shall not be responsible for safety and safety measures on the job, including measures for the protection of employees of contractors or subcontractors nor for the protection of the general public. Such responsibility for safety and safety measures is and shall remain that of the Contractor. Therefore, except for claims and damages arising from negligent acts, errors or omissions of the Town or Town, the Contractor shall hold harmless and indemnify the Town or Town, from all claims, suits, expenses or damages arising from or alleged to arise from exposure to or inhalation of asbestos or asbestos fibers.

REPORTS AND INFORMATION

- A. Performance of work under this contract will be monitored. Provide information, as may be requested, in form as required, pertaining to matters covered by this contract.

CLEAN AIR AND WATER

- A. Comply with requirements of Section 114 of Clean Air Act, as amended, (42 USC 1857-8) and Section 308 of Federal Water Pollution Control act, as amended, (33 USC 1318) and regulations and guidelines issued thereunder. Do not use any facility listed on List of Violating Facilities issued by Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

RECORDS

- A. Maintain records with respect to matters covered by this Contract for a period of three years after receipt of final payment. Document costs, supported by checks, properly executed payrolls, time records, invoices, contracts, vouchers, accounting and other documents evidencing nature and property of charges or conditions of employment or purchasing. Maintain records readily accessible, clearly identified and available for audit by the Town.

TERMINATION OF THE CONTRACT

- A. If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his solvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to subcontractor or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public Town having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Town may, without prejudice to any right or remedy and after giving the Contractor and his Surety seven (7) days written notice, permit the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the contractor and may finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Town's additional expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the contractor shall pay the difference to the Town. This obligation for payment shall survive the termination of the Contract.

PART 1 – Install Central Fountain

Description:

Hand Carved Limestone Central Fountain or similar (photo below) Bowls must be detailed carved on the underside as well as supports that hold them in place. Water fountain must spill over edges of the bowls. Estimated Measurements will be 5'5" H x 5'4" D. Weight estimate to be 1500 lbs.





POLLUTION OF WATER:

- A. Special care shall be taken to prevent contamination or muddying up or interfering in any way with the water bodies or systems in the project area. No waste matter of any kind will be allowed to discharge into stream flows or impounded waters of any ponds or other bodies of water.

COMPLETENESS OF WORK:

- A. All other work and all other materials, equipment and labor of whatever description necessary for carrying out the full intent of the specifications, as interpreted by the Town or Town's representative, shall be provided by the contractor, and payment therefore will be considered as included in the unit and lump sum prices bid in the Proposal.

PROVISION FOR FLOW OF PRESENT DRAINAGE:

- A. Provision for the flow of all sewers, drains and water courses that are met or altered during construction, shall be provided by the contractor and all the connections shall be restored without extra charge. All offensive matter shall be removed immediately with such precautions as may be directed. If required, the contractor shall install temporary bypass connections for surface or pipe drainage facilities to provide uninterrupted or continuous service during the work of construction. Any existing or newly installed pipelines in this project area shall be carefully cleaned free of mortar, construction and other debris and left in first class condition ready for use. All temporary or excess materials shall be disposed of and the work left broom clean to the satisfaction of the Town and Town's representative.

WORK INCLUDED:

- A. The work included under subject contract shall consist of the furnishing of all labor, superintendence, equipment, tools, materials and appliances and in performing all operations, appurtenant and related work necessary or desirable for properly performing and completing within the time stipulated, the work as above described and hereinafter more particularly specified, in strict accordance with these specifications, and subject to the terms and conditions of the contract.
- B. The contractor shall furnish, erect, maintain and remove the construction plant and such temporary works as may be required; these requirements include suitable quarters for men wherever it may be necessary in the vicinity of the work, and the sanitary regulation of same; water supplied for men and for construction purposes; temporary roads together with bridges, guards, lights and sign posts. The contractor shall make the required excavation, whether in earth, ledge or other material; do all the needed ditching, pumping, bailing and draining, sheathing and shoring, fencing, lighting and watching; to make all provisions necessary to maintain and to protect buildings, fences or other structures, utilities, private and public property and to repair all damage done to such parts; to refill all trenches and excavations; remove all temporary work; to clear away all rubbish and all surplus materials, restoring the streets to good conditions for public travel, to restore and repair private lands, and to furnish all materials of every description,

whether needed permanently or temporarily, all tools and implements, and all required machinery and power to operate it. All work under this contract shall be left in an accepted working condition.

WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE SPECIFICATIONS:

- A. The work, during its progress and at its completion, shall conform to requirements shown on the specification and to the directions given by the Town from time to time, subject to such modifications or additions as he shall determine to be necessary during the execution of the work; and in no case will any work be paid for in excess of such requirements. The work shall also be accomplished in accordance with the data in these specifications. Contractor shall supply a registered surveyor to perform all layout work.

1.22 CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES:

- A. The contractor will be required to check all dimensions and data shown on the schedules given to him by the Town and shall notify the Town of all errors therein which he may discover by examining and checking the same. The contractor shall not take advantage of any error or omission in these specifications, schedules. The Town will furnish full instructions should such error or omission be discovered, and the contractor shall carry out such instructions as if originally specified.

PROTECTION OF TREES:

- A. The contractor shall take special care to preserve and protect from injury all trees outside of the limits of construction, and no such trees shall be cut down without permission from the Town.

ORDERS TO SUPERVISOR OF CONTRACTOR:

- A. Whenever the contractor is not present on any part of the work where it may be desired to give directions, the orders given shall be received and obeyed by the superintendent or foreman appointed by the contractor who has charge of that particular work in reference to which the orders may be given.

COMPETENT HELP TO BE EMPLOYED:

- A. The contractor shall employ experienced foremen, craftsmen and other workmen competent in the work in which they are to be engaged.

CLEAN-UP AT CONTRACTOR'S EXPENSE:

- A. In case the contractor shall fail or neglect, after backfilling, to promptly remove all surplus material, tools and other incidentals, or promptly do the required repaving when ordered, the Town may, after 24-hours' notice, cause the work to be done and the cost thereof shall be deducted from any moneys then or there after due the contractor.

FINISHING AND CLEANING UP:

- A. In completing the backfilling of the trenches, the contractor shall replace all surface materials to the satisfaction of the Town, and shall then immediately remove all surplus material and all tools and other property belonging to him, leaving the entire street or surroundings and adjacent private property free and clean and in good order at not additional expense to the Town. Pavements, as directed by the Town or specified, shall be replaced or made good as soon as directed. The backfilling and removing of surplus materials shall follow closely upon the completion of the work.