Revised: 7/28/2024

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: Large Meter Testing, Repair, Installing and Right-Sizing Services (Exp. 6/30/2029)

Procurement/MinuteTraq: 54881

Date to be opened: November 16, 2026

Issuing Department: Providence Water Supply Board

Questions

- Please direct questions related to the process, how to fill out forms, and how to submit an application(Pages 1-8) to the Purchasing Department.
  - Email: purchasing@providenceri.gov
    - Please use the subject line "**Solicitation Question**"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 10-11) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Email: gdiaz@providenceri.gov
    - Please use subject line "**MBE WBE Forms**"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
  - Name: Mark Ceseretti
  - Title: Senior Director of Customer Service
  - Email Address: markc@provwater.com

Pre-submission Conference

Choose an item. No Pre-Bid conference

Deadline for questions submissions: **Friday, November 13, 2026**

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 11/19/2026

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

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

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

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

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

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

BID PACKAGE CHECKLIST

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

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page **6** of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page **7** of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page **8** of this document)*
- Bid Form 4: Affidavit of City Vendor (*see pages **9 and 10** of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages **10-11**) or on: https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/*

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

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

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

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

NOTICE TO VENDORS

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

BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance **must accompany** a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.

   a) ☐ A certified check for **$_____** must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.

   b) ☐ A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.

   c) ☐ A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.

   d) ☒ No financial assurance is necessary for this item.

2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, RIGL 28-29-1, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.

BID FORM 1: Bidders Blank

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

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the "Item Description" here): _____

If the bidder's company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that ***is located within Rhode Island*** _____

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

If you are submitting a unit price bid, please insert "Unit Price Bid"

Use additional pages if necessary for additional bidding details.

_____
Signature of Representation

_____
Title

BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of_____(Firm or Individual Bidding),

I,_____(Name of Person Making Certification),

being its_____(Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this_____day of_____20____.

_____

Signature of Representation

_____

Printed Name

BID FORM 3: Certificate Regarding Public Records

Upon behalf of_____(Firm or Individual Bidding),

I,_____(Name of Person Making Certification),

being its_____(Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this_____day of_____20__.

_____

Signature of Representation

_____

Printed Name

BID FORM 4: Affidavit of City Vendor

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

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

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

Name of the person making this affidavit: _____

Position in the "Business" _____

Name of Entity _____

Address: _____

Phone number: _____

The number of persons or entities in your entity that are required to report under Sec. 21.-28.1 (e): _____

Read the following paragraph and answer one of the options:

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the $100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under Sec. 21.-28.1 (e)).

a. Members of the Providence City Council? □ Yes □ No
   - If Yes, please complete the following:
     Recipient(s) of the Contribution:
     Contribution Date(s): Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council? □ Yes □ No
   - If Yes, please complete the following:
     Recipient(s) of the Contribution:
     Contribution Date(s): Contribution Amount(s):

c. The Mayor of Providence? □ Yes □ No
   - If Yes, please complete the following:
     Recipient(s) of the Contribution:
     Contribution Date(s): Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence? □ Yes □ No
   - If Yes, please complete the following:
     Recipient(s) of the Contribution:
     Contribution Date(s): Contribution Amount(s):

_____ _____

Signed under the pains and penalties of perjury. Position

MBE/WBE Participation Plan

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

Bidder's Name:	
Bidder's Address:	
Point of Contact:	
Telephone:	
Email:	
Procurement #:	
Project Name:	
Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).	□MBE □WBE □Neither MBE nor WBE

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).

- **Nonprofit organizations are not required to complete the rest of this form.**
- **Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office**

Name of Subcontractor/Supplier:					
Type of RI Certification:	□MBE □WBE □Neither				
Address:					
Point of Contact:					
Telephone:					
Email:					
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP					
Total Contract Value ($):		Subcontract Value ($):		Participation Rate (%):	
Anticipated Date of Performance:					

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature	**Title**	**Date**
Subcontractor/Supplier Signature	**Title**	**Date**

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

MBE/WBE Waiver Request Form

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

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

Prime Bidder: _____Contact Email and Phone_____
Company Name, Address: _____Trade _____
Project /Item Description (as seen on RFP):
_____
_____

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of _____% MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

_____ _____ _____
Signature of Prime Contractor / or Duly Authorized Representative — Printed Name — Date Signed

_____ _____ _____
Signature of City of Providence MBE/WBE Outreach Director / or Duly Authorized Representative — Printed Name of City of Providence MBE/WBE Outreach Director — Date Signed

FOR CONSTRUCTION PROJECTS

APPRENTICE REQUIREMENTS (Construction Projects Valued at $100,000 or More).

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances Chapter 21 Art. II Section 21-28.1 c(1) and (2) related to utilizing apprentices in the contract. This ordinance outlines requirements for utilizing not less than 15% of total hours worked by apprentices. The City may lower this percentage only if it determines in writing that compliance is not feasible or that it would be unduly cost prohibitive to the project. The attention of prospective bidders is also called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to apprenticeship requirements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed and agreed upon for the execution of the contract.

"FIRST SOURCE" REQUIREMENTS.

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances Chapter 21 Art. III 1/2 First Source Agreements Sec. 21-91 through 21-96. This ordinance outlines requirements for hiring Providence residents to work on this project. The City may waive this requirement only upon a determination in writing that qualified residents of Providence are not available for the project, pursuant to Sec. 21-94(e). The attention of prospective bidders is called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to the First Source Agreements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed, and agreed upon for the execution of the contract.

SUPPLEMENTAL INFORMATION

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

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

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

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

You must be able to provide:

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

REQUEST FOR PROPOSALS

INTRODUCTION

The Providence Water Supply Board (the Owner) adopted a policy of taking ownership of all large (3" and greater) water meters in its distribution system. The owner is seeking vendors to right size, data log, test, repair and survey its Large Meters to improve consumption accuracy. New Neptune Meters must be compatible with Owner's current Itron RF AMR System. Select Bidder(s) will be responsible for any professional, administrative, and other labor necessary to properly install, data log, test, repair and survey large meters in accordance with AWWA guidelines and local plumbing installation codes.

Providence Water, will supply the meters and erts, necessary to replace and repair the meters.

PROPOSAL SUBMISSION REQUIREMENTS

Bidder(s) shall submit on original and three copies of the Proposal clearly addressing all of the requirements outlined herein and for any additional services the Bidder(s) feels necessary or required to deliver the project to the Owner in a complete, timely, and quality fashion.

A cover letter providing a brief history of each firm, organization, and appropriate registration number is required. The letter should indicate the principal of the firm (project manager) who will be the Owner's primary point of contact during negotiations. The individual must have authority to negotiate all aspects of the scope of services and provisions on behalf of the bidder(s). The cover letter transmitting the Proposal must be signed by an officer authorized to bind the Respondent to the terms and conditions of this RFP.

The respondents shall submit fixed, lump sum and unit process for individual items listed on the Bidder's Blank (Appendix C) and defined in Measurement and Payment section in the General Requirements of this RFP.

Additionally, the Proposal shall include a complete SCHEDULE OF FEES to be used to invoice any additional services which may be necessary beyond the original scope of services for the project. The schedule should include all labor and equipment and any management, administrative, and engineering costs, such as hourly salaries, printing, mileage, etc., which may be required.

PROPOSAL REQUIREMENTS

The successful Bidder (the Contractor) must be a company licensed to do business in the State of Rhode Island with at least five (5) references of similar work who is capable of providing a site survey, accuracy test, and revenue enhancement analysis based on consumption data of all tested meters along with any necessary water meter replacement services that are deemed necessary by the Owner. A licensed Plumber in accordance with RI General Laws. A breakdown summary of the existing large meter installations by meter size and type can be found on the last page of this section. A detailed listing, identifying the proposed meter size by location will be furnished to the successful Bidder. Proposals for the large meter replacement "right-sizing" program must include at least the following information and services:

- Project Management Capabilities
- Customer Service
- Site Survey
- Data Logging
- Right Sizing
- Accuracy Testing
- Analysis and Evaluation
- Meter Installation
- Warranty
- Training
- Pricing of Meters
- Financing Alternatives
- Support Services 1 to 3 years after installation (including, but not limited to, meter testing and maintenance)
- Other pricing for time and materials for additional costs

I. PROJECT MANAGEMENT

It is the Owner's intention to contract with a company that demonstrates it can provide effective Project Management to implement this project. This shall be a "turn-key" project, with the company taking full responsibility for all aspects of the project. The following items must be provided by the Contractor:

A. DATABASE MANAGEMENT

The Owner requires that the Contractor provide data to insure the accuracy of meter records in the system. The following items must be included with this service:

1. Name and address verification and/or corrections
2. Telephone number verification and/or corrections
3. Meter identification number verification and/or corrections
4. Other pertinent information

B. RESOURCES

Project Manager
The Contractor must provide a Project Manager who will be responsible for all aspects of the project and be the coordinator between the Contractor and the Owner for the duration of the project. The Project Manager will act on behalf of the Contractor and be responsible for the following areas:

1. Company engineering support
2. Company testing capabilities
3. Direct link to regional and national field support
4. Project staffing plan
5. Service call and consumer complaint procedures
6. Emergency procedures
7. Safety training and planning
8. Toll Free number for appointments

Dedicated Crew
The Contractor shall provide a Dedicated Crew for the duration of the project. The Dedicated Crew shall be staffed with qualified workers with demonstrated knowledge and experience in testing, installing, and removing all types of large meters and appurtenances.

Safety
The Owner requires the Contractor to have a qualified safety professional on staff devoted to adhering to federal Occupational Safety and Health Association (OSHA) requirements including, but not limited to, confined space requirements. The safety professional will be responsible for auditing all operational and safety activities of all aspects of the work performed during the project. Any violation of OSHA requirements resulting in injury and/or damages on private premises shall be the legal and financial responsibility of the Contractor.

Professionalism
The Contractor employees must have a company uniform and be provided with a picture identification badge identifying the Contractor. The Owner must be provided with a copy of the identification along with license plate number(s) of any vehicle involved in the project. Any individual hired for this project must be bonded and insured by the Contractor.

Financial Strength
The Contractor must provide proof of a minimum of five (5) years of continuous operation in the subject area and at least five (5) references of work successfully performed in replacing/testing and right-sizing meters. References must include title of project, company name/address/phone number, contact person, cost of overall project and a brief description of actual work performed.

C. TURN-KEY CAPABILITIES

The Owner requires that the Contractor provide total turn-key capabilities and responsiveness. The Contractor should provide the Owner with the following:

Single-source installation representation
Single-source project management representation

D. CUSTOMER SERVICE

The Contractor must provide staffing between the hours of 7:30 AM - 4:30 PM, Monday - Friday, except holidays, to schedule appointments and address customer issues. The Contractor will be responsible for maintaining excellent customer relations relative to this meter replacement program. This includes responsibility for helping to inform customers of the nature of the program, complete responsibility for customer contact necessary to arrange access to customer premises for new meter installation as well as addressing customer temporal constraints for such access, even if this means that the Contractor staff will have to work at "odd" hours (e.g. on a "24-7" basis) in order to accommodate customer requirements.

The Contractor shall have bi-monthly/monthly on-site progress meetings to keep the Owner informed of project status.

E. PUBLIC RELATIONS

The Owner will develop a letter and mail it to the affected customers, notifying them of the project. The Contractor must be able to coordinate an effective mail campaign to notify customers of this project.

F. TRAINING

The Contractor shall provide initial and ongoing training to the Owner's personnel with respect to with the installation, maintenance, and/or testing of the newly installed meters, for the duration of the project. To provide the Owner with sufficient time to schedule personnel for training, the Contractor shall provide a minimum ten (10) working day notice to the Owner prior to meter installation, maintenance, and/or testing.

The Contractor will be required to work with the Owner's personnel.

G. WARRANTY/GUARANTEE

Workmanship

The Contractor must provide The Owner with a minimum of a one (1) year guarantee on workmanship, labor and material, and a payment/performance bond equal to 100% of the total bid price and a certificate of insurance naming the City of Providence, Providence Water Supply Board, its officers and agents as additionally insured on the policy and so stated on the certificate.

Product Guarantee

The Contractor must support any product guarantee for meters and associated products. The Contractor must return, replace, and support all products during the project and be legally and financially responsible for any damage caused to a customer's premises as a result of any work they perform as part of this program. The Contractor must provide proof of insurance of at least $1,000,000.00 per occurrence at the customer premises.

II. SITE SURVEY

Site surveys will provide all relevant location information about the meter to be tested along with the related surroundings. Documentation will include at least the following information:

- Digitized image of site
- Meter serial number and account number
- Physical location of meter setting
- Size, type and manufacturer of meter and strainer (if applicable)
- Placement of inlet, outlet, bypass control valves, test ports, etc.
- Installation description
- Pit/vault description, dimensions, access opening size and location, etc.
- Type and size recommendation
- Any other pertinent information

III. ACCURACY TEST

Meter testing must be performed during normal business hours of the Owner, unless otherwise authorized. The Contractor must have trained personnel to operate under any applicable OSHA regulation regarding working in vaults and/or confined spaces.

Accuracy Tests must incorporate at least the following:

- Providence Water meter identification information.
- Recording meter register readings prior to and upon completion of field testing.
- Recording of service pressure at meter connection.
- Determining test flows to be utilized for the size and type of sample meter. All meter measuring elements will have a minimum of three (3) tests performed for each element and a minimum of one (1) test performed at changeover point. No less than five (5) tests will be run for Class I or Class II turbine and no less than seven (7) tests will be performed on any compound type meter. Fire Service compound meters will have a minimum of eight (8) tests for double register types, and eleven (11) tests for triple register types.
- Conduct field tests at designated flow ranges.
- Test at flow rates that are equivalent to 80% of subject meters maximum flow rate.
- Note any problems with valve failures and/or hazardous setting conditions.

In the event the existing meter is inoperable and accurate test results are not obtainable, the Contractor shall notify the Owner.

At the end of the testing sequence, the appropriately sized and approved meters will be installed and all control valves will be returned to their proper setting. Any extraordinary conditions are to be noted.

Data Logging

All General Service Meters, unless otherwise directed, shall be Data Logged to provide maximum, average, and minimum rates of flow to determine whether the meter is the proper size and type for the installation. In the event the existing meter is inoperable and accurate test results are not obtainable, the Contractor shall notify the Owner, .a new "test meter" provided by the contractor shall be used to determine the proper meter size and application for the existing site. The Contractor shall provide a calibration certificate for the new "test meter".

Data Logging shall be performed for a minimum of eight (8) days utilizing a Meter-Master (Model 100 EL) Flow Recorder, or equivalent. The results of the recording will be provided to the Owner.

IV. ANALYSIS AND EVALUATION

Upon completion of the Accuracy test, a written status report will be submitted to the Owner. The report will incorporate all Site Survey, Accuracy Test, and Revenue Enhancement Analysis based on consumption data. This report will calculate:

1. Broad Scale Average Accuracy- a summation of all test percentages divided by the number of tests.
2. Segmented Average Accuracy - an individual average percentage for each separate meter element within the flow range.
3. Weighted Average Accuracy - the calculated average accuracy of the meter as each element is gauged against demand.
4. Present and adjusted setting demand.
5. Current water rate(s).
6. Revenue loss due to meter inaccuracy on both a monthly and annual basis.
7. Remarks regarding the performance of the tested meter(s) along with sizing recommendations and/or required action.

V. METER INSTALLATION

A. The following information will be recorded at time of meter installation:

1. Meter reading of all register heads, digitized image of register reading(s), serial number, and test results of removed meter
2. Meter reading of all register heads, digitized image of register reading(s), serial number, meter manufacturer, and type of newly installed meter
3. Time and date of replacement
4. Itron ERT location and number
5. Account number
6. Service location address
7. Customer phone number
8. Customer name
9. Installation Notes

B. Installation Practices

The Owner reserves the right to determine the priority of installation of meters with regard to meter size and site, as deemed to be in its best interest. Meters must be installed in a professional manner by a certified technician who has been trained and informed of the procedural requirements of the work. The contractor must comply with all Rhode Island laws and determine if a Rhode Island licensed plumber must perform the work.

C. Manufacturer Specifications

The Contractor will replace existing meters in accordance with all American Water Works Association (AWWA) installation recommendations, including upstream strainer on all services and a test connection for accuracy testing to allow easy depressurization of any service line.

D. Plumbing Access Problems

The Contractor must determine whether any plumbing or access problems are present that need to be corrected before the new meter is installed.

E. Customer Notification

Upon arrival at the work site, customer(s) must be informed as to the approximate amount of time to complete the work and any other inconvenience the customer may experience during the meter replacement. Wherever fire protection systems are affected, the Contractor must notify the local fire departments of pending interruptions of service. The Contractor may attempt to schedule installation appointments at a time that presents the least possible inconvenience to the customer, including evenings and/or weekends at the same rate of compensation.

F. Existing Meter Inspection

Meter settings must be inspected upon arrival at the customer's premises. In addition to the meter serial numbers and readings, the Contractor shall verify that all necessary equipment and material needed for meter replacement is on hand to complete the installation prior to the interruption of water service. The Contractor will also ensure there is a safe and effective method of removing any water within the meter body and pipes without damaging the customer's area or creating a safety hazard.

G. Water Service Interruption

Prior to the removal of the existing meter, customers may need to be provided water through a bypass arrangement if inlet and outlet control valves have to be closed to depressurize the meter and as deemed necessary by the Owner. Meters must not be removed until a complete shutdown of service has been accomplished. The Owner or a representative of the owner of the premises must be present at the time of any service shut down and/or removal of the meter.

H. Removal of Existing Meter

After verifying the depressurization of the service line, the existing meter shall be removed and disposed of by the Contractor. All necessary precautions will be taken to protect any plumbing from damage and the surrounding area from the discharge of water. A legal representative of the Contractor must sign documentation verifying the final read on the replaced meter at the time of change out. The Contractor must verify and record the replaced meter size, register reading(s), record a digitized image of register reading(s), and any other pertinent data. All documentation and images pertaining to the removal of existing meters must be submitted to the Owner prior to request of payment of the respective work.

I. New Meter Installation

Upon installation of a new meter, the Contractor must verify and record the new meter size, register reading(s), record a digitized image of register reading(s), and any other pertinent data. All necessary precautions must be taken on the customer's premises to protect existing plumbing. New meters shall be braced and restrained as needed, with approved supports and restraints, to minimize loading on upstream and downstream plumbing and to prevent movement of adjacent piping and fittings. All documentation and images pertaining to the installation of new meters must be submitted to the Owner prior to request of payment of the respective work.

J. Spool Piece Installation

After removal of dedicated "Fire Service Only" meters, the Contractor shall replace the existing fire meter with a new spool piece of equivalent size. All necessary precautions must be taken on the customer's premises to protect existing plumbing. New spool pieces shall be braced and restrained as needed, with approved supports and restraints, to minimize loading on upstream and downstream plumbing and to prevent movement of adjacent piping and fittings.

K. ERT Installation

The Contractor shall install ERT's as required and directed in accordance with Itron Inc. specifications. The Owner shall provide all ERT's to the Contractor. The Owner shall program all ERT's.

L. Certification

Immediately after the new meter is pressurized and the setting is determined to be free of leaks and in conformance with manufacturer's and the Owner's standards, the Contractor must conduct a meter accuracy test to assure new meter performance according to manufacturer's warranty. The Contractor will submit a certification sheet to the Owner for review and payment approval.

M. Additional Work

Any additional work requested by the Owner will be performed at the rates submitted by the Contractor on the Bidders Blank. Under no circumstances will work be performed without prior approval from the Owner.

N. Pits / Vaults / Above-ground Structures

The Contractor shall provide additional work and materials as necessary, or as directed by the Owner, to modify or upgrade underground Pits / Vaults to provide access to meters, to accommodate the removal of existing meters, and to facilitate the installation of new meters. The Contractor shall provide additional work and materials, as directed by the Owner, to replace and relocate meters to an Above-ground Heated Enclosure.

O. Inoperative Valves

If a valve is not capable of shutdown, the Contractor shall notify the Owner as quickly as possible and determine the next course of action.

P. Installation Defects

It will be presumed that any leaks or defects in plumbing interior of the building (or vault) within 10 feet of each side of the meter reported by the customer or a representative of the Owner to the Contractor within sixty (60) calendar days after completion of the replacement are the result of the testing and/or meter replacement and, therefore, the Contractor will repair the damage at no additional cost to the Owner or the customer. This presumption will not apply to leaks or other preexisting conditions noted by the Contractor prior to or during testing or replacement of the meter.

Q. Damages

Any damages to the meter setting or surrounding plumbing during the replacement, as a result of the Contractor's negligence, will be repaired at no cost to the Owner or customer.

R. Warranty

The Contractor will provide a warranty on all field work performed for a minimum of one (1) year from the date of certification. Should the meter or materials utilized fail to perform properly during this period, the Contractor will make on-site repairs and/or corrections at no additional cost to the Owner or owner of the premises. Should the new meter require calibration adjustments to make the meter conform with the manufacturer's new meter performance standards, the Contractor must retain qualified personnel to make any such adjustments. New test results certificate shall be submitted to the Owner.

S. Emergency Contact

Any defective installations resulting in leaking settings, if deemed to be of emergency nature by the Owner, must be investigated and corrected by the Contractor within four (4) hours of notification. The Contractor must provide a reliable means for contact and be available for emergency work twenty-four (24) hours per day, seven (7) days per week, including Holidays, during the installation and/or the one (1) year warranty period.

T. Payment of Work

Upon certification of testing and/or replacement of meters, a certification sheet and bill will be submitted on a monthly basis to the Owner to review for payment approval. Each invoice shall be itemized on a "per job basis".

EXISTING LARGE METER INSTALLATIONS

SIZE	GENERAL	FIRE & GENERAL	FIRE ONLY	TESTING & ERT ONLY	ESTIMATED TOTALS
3"	27		1	5	33
4"	29	1	2	7	39
6"	34	26	10	33	103
8"	7	24	2	15	48
10"		6			6
12"		2			2
TOTALS	97	59	15	60	231*

*NOTE: Total quantity of meters between 3" and 12" may vary in size and type. Actual quantities may differ.

IMPORTANT INFORMATION TO ALL BIDDERS

This is a Blanket Contract from December 1, 2026, to June 30, 2029. **ALL PRICES QUOTED MUST REMAIN FIRM FOR THIS TIME PERIOD**. Providence Water Supply Board (PWSB) reserves the right to extend this contract for two additional years.

All quoted prices are to remain firm, for the life of the contract, unless the bidder includes any pricing escalations based on the market index or other factors.

Price escalation must be consistent each year, and not exceed the market rate index or a percentage. Price escalations, are used when calculating the total cost of the bid.

All quoted prices to include any and all costs including freight for deliveries to the Providence Water Supply Board.

The successful Bidder must complete all work within the time period requested or quoted in the Bid.

Installations will be made at the request of the proper (PWSB) officials.

PWSB reserves the right to cancel this contract at any time within 30 days' written notice.

PWSB reserves the right to purchase any quantity of any size Neptune Meter as deemed necessary.

PWSB reserves the right to award to ONE BIDDER OR MULTIPLE BIDDERS as deemed to be in the best interest of PWSB.

Providence Water has adopted a policy to standardized on their large meters and has replaced their large meters with Neptune Meters.

The award of this contract no obligates the City to spend the corresponding estimated dollars.

No oral interpretation will be made to any Bidder as to the meaning of the specifications. Every request for such interpretation shall be made in writing to the **Providence Water Supply Board, 125 Dupont Drive, Providence, Rhode Island, 02907, Attention: Mr. Mark Ceseretti**, or email to markc@provwater.com. Any inquiry received five or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an addendum to the specifications which will be mailed to each bidder, but it shall be the responsibility of the Bidder to make inquiry as an addendum issued. All such addenda, whether or not shall become part of the contract and all Bidders shall be bound by such addenda, whether or not received by the Bidders. For additional information or questions please feel free to call Mark Ceseretti at (401) 521-6300, ext. 7120.

PW and the City of Providence (City) reserve the right to accept or reject any proposal and to negotiate with Bidder(s) after submittal of the proposals. PW and the City will acct in what they consider to be in their best interests.

PW encourages Bidders to be creative in the preparation and presentation of their proposal. PW will entertain, any and all alternative approaches, such as special pricing, project financing (i.e., payment over several years), extended warranty periods, performance contracts, revenue sharing, labor discounts, etc. PW will award to the best overall Bidder(s) as deemed to be in its best interest.

Preference will be given to Bidder(s) submitting complete proposals and explaining in detail the performance and pricing of at least the following points:

- Customer Service
- Site Survey
- Data Logging
- Right Sizing
- Meter Installation
- Warranty
- Training
- Pricing of Meters
- Financing Alternatives
- Support Services 1 to 3 years after installation (including, but not limited to, meter maintenance)
  Other pricing for time and materials for additional costs

Prior to executing this contract the successful bidder must submit evidence of proper insurance covering the same period of time as awarded. **The designated insurance carrier shall list the City of Providence, Providence Water Supply Board and its officers and agents as additionally insured. c**arriers shall provide a 30 day advance written notice of cancellation to the General Manager of Providence Water.

The Contractor shall provide Police Traffic Control Detail(s) when necessary.

PW reserves the right to add and/or subtract work during the contract period. Quote prices will be adjusted accordingly.

The successful Bidder must produce a satisfactory Performance Bond and Insurance within 30 days after the award of contract by the Board of Contract and Supply. If the Bond/Insurance is not supplied by the required date, PW may cancel the award and award the contract to another Bidder.

As a condition of award PW reserves the right to determine the bidder's ability to perform an examination of equipment and current payroll records. PW Shall have the sole determination as to whether the Contractor can complete this contract in an efficient and timely manner using his existing equipment and work force.

PW reserves the right to direct or limit the amount of labor and/or equipment being utilized on the project at PW's expense, if PW, at its sole discretion, deems that the labor and/or equipment being utilized is either in excess or deficient of that needed to successfully, economically, and efficiently complete the work involved in the project.

Providence Water is looking at purchasing and using Neptune's Ultra Sonic Meters.

If the successful Bidder is unable to perform the work in a diligent manner or the Bidders' work (or failure to work) jeopardizes the health and safety of the public, **PW RESERVES THE RIGHT TO TERMINATE THE CONTRACT**

All work must be done in accordance with Rhode Island General Laws.

BIDDER'S QUALIFICATIONS STATEMENT

GENERAL

The purpose of this form is to outline the minimum requirements and qualifications Bidders must meet in order to identify Bidder(s)s that will be eligible to bid on the proposed work.

QUALIFICATIONS

Only Bidders having the qualifications specified herein are invited to bid.

Demonstrated knowledge and experience related to proposed work.

> **Part 1** and **Part 2** of "BID SCHEDULE", Bidders shall have at least five (5) years of demonstrated knowledge and experience in:
>
> > the installation and removal of all types of meters (i.e., turbine, compound, fire service, etc.) ranging in size from one and one-half inches (1-1/2") to twelve inches (12").
> >
> > Only bids from Contractors with such experience shall be considered. Bidders failing to meet these qualifications shall be rejected.

Bidders submitting bids must be prepared to show without reasonable doubt that they have suitable financial status to meet all obligations incidental to the work, have adequate equipment and labor to properly and expeditiously perform the work, that they have appropriate technical experience and trained personnel, and that they maintain a permanent place of business.

All out-of-state contractors and firms, for goods and services, shall be registered to do business in Rhode Island.

SUBMITTALS

Bidders not meeting submittal requirements shall be rejected.

Bidders must completely submit all information requested herein with their bid for consideration; failure to fully comply with this requirement shall result in rejection of the bid.

Bidders shall fill out and submit with their bids, a "BIDDER'S QUALIFICATION STATEMENT" :

a) the "BIDDER'S QUALIFICATION STATEMENT" shall include an attached listing of the Bidder's current permanent employees that would be readily available to perform the proposed work.

b) the "BIDDER'S QUALIFICATION STATEMENT" shall include an attached inventory of the Bidder's equipment that would be readily available to perform the proposed work.

c) the "BIDDER'S that would be readily available to the Bidder to perform the proposed work. QUALIFICATION STATEMENT" shall include an attached list of all projects and references where the Bidder has performed similar services within the past five (5) years. Each of the references shall include:

1) Name of the Company/Utility,
2) Name and Telephone Number of a Management Contact,
3) Date of Completion of the work, and
4) Description of work performed.

Bidders shall submit any additional information requested by the Owner to demonstrate their ability to perform the work in a qualified and expeditious manner.

BIDDER'S QUALIFICATIONS STATEMENT

(Please Print or Type)

TO BE SUBMITTED WITH BID

NAME OF COMPANY:

ADDRESS:

TELEPHONE: FAX:

TYPE OF WORK:

TYPE OF BUSINESS:

Corporation _____ DATE OF: _____STATE: _____
Partnership _____
Proprietorship _____
Other _____

PRINCIPALS (if applicable):

President's Name:
Vice President's Name:
Secretary's Name:
Treasurer's Name:

List all trade categories and licensing in which organization is legally qualified to do Business:

List the categories of work that your organization normally performs with its own forces:

TRADE REFERENCES: BANK REFERENCES:

NAME OF BONDING CO.: ADDRESS OF BONDING CO.:

Each bidder shall include an attached list of all projects and references where the Bidder has performed similar services within the past five (5) years. Each of the references shall include:

Name of Company
Name and Telephone Number of Management Contact
Date of Completion
Description of Services Provided

Each bidder shall include an attached listing of the Bidder's current permanent employees that would be readily available to perform the proposed work.

Each bidder shall include an attached inventory of the Bidder's equipment that would be readily available to perform the proposed work.

PW reserves the right to request a financial statement preferably audited or certified, including the latest balance sheet and income statement.

List of persons in the organization who have the authority to sign and enter into a contract on behalf of the organization:

NAMES: TITLE:

Name of Organization:
By:
Title:

Dated this___Day of_____,20___ _____ Signature

M_____ Being duly sworn deposes and states that the information provided herein is true and sufficient complete as not to be misleading.

Subscribed and sworn before me this _____Day of _____, 20___.

NOTARY PUBLIC:

MY COMMISSION EXPIRES:

PREVAILING WAGE RATES

1.1 WAGE RATES

1.1.1 The general prevailing rate per diem wages and general prevailing rate for regular, holiday, overtime and other working conditions existing in Providence, for each craft, mechanic, teamster, laborer, or type of workman needed to execute the work covered by this contract as established by the Director of Labor for the State of Rhode Island shall be paid for each classification of labor employed in the execution of the work. Copies of wage rates are on file in the office of the Director of Labor. The Contractor or subcontractor shall, as a penalty to the City of Providence, forfeit $10.00 for each calendar day or portion thereof for each workman paid less than the foregoing prevailing rate. The attention of the Contractor is directed to Title 37, Chapter 13 of the General Laws of Rhode Island, 1956, entitled "Labor and Debts of Contractors" which is hereby made a part of this contract and specifications.

GENERAL CONDITIONS

General Provisions

1.1 DEFINITION OF TERMS

1.1.1 The Owner

1.1.1.1 The term “Owner” is used to designate the City of Providence (the City), Rhode Island, acting herein through the Providence Water Supply Board (PW) and/or its authorized representatives, for whom the work herein described is to be performed.

1.1.1.2 The principal place of business of the Providence Water Supply Board (PW) is at 125 Dupont Drive, Providence, RI 02907.

1.1.2 The Contractor

1.1.2.1 The term “Contractor” is used to designate the party or parties awarded the contract to accomplish the work associated with the Contract Documents.

1.1.3 The Contract

1.1.3.1 The Contract Documents form the contract for construction. The contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

1.1.4 The Contract Documents

1.1.4.1 The Contract Documents consist of the agreement between the Owner and Contractor (hereinafter the agreement), Bidding Requirements, General Conditions, General Requirements, Special Requirements, plans and drawings, specifications, addenda issued prior to execution of the contract and other documents listed in the agreement.

1.1.3.2 Contract terms and conditions expressed as part of the bid by the Bidder, or other documents submitted by the contractor, will not be accepted. Only those terms expressed in the Contract Documents will govern.

1.1.5 The Work

1.1.5.1 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, tools, plant and equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

1.1.6 Performance of Work

1.1.6.1 In the performance of the work, the Contractor shall abide by all orders, directions, and requirements, and shall perform all work to the satisfaction of the Chief Engineer of the Providence Water Supply Board or his duly authorized representative, and at such time and places, by such methods, and in such manner and sequence as the Chief Engineer may require. In the performance of cost plus billing work, the Chief Engineer reserves the right to limit the amount of labor and equipment utilized. The Chief Engineer shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret any plans, specifications, contract documents and any extra work orders, and shall decide all other questions in connection with the work.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 Execution of the contract by the Contractor is a representation that the Contractor has visited the site, has become familiar with local conditions under which the work is to be performed, and correlated personal observations with requirements of the Contract Documents.

1.2.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work by the Contractor. The Contract Documents are complimentary, and what is required by one shall be binding as if required by all.

1.2.3 The Contractor shall carefully study the contract requirements, specifications and other instructions, and shall at once report to the Owner any error, inconsistency or omission which he may discover.

The Owner

2.1 OWNER'S RIGHT TO STOP THE WORK

2.1.1 If the Contractor fails to correct work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.2 OWNER’S RIGHT TO CARRY OUT THE WORK

2.2.1 If the Contractor faults or neglects to carry out the work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such a seven-day period give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correction such deficiencies. If payments then or thereafter due the Contractor is not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.2.2 The Owner reserves the right to perform all or part of the work utilizing its own work forces, or to use other contractors to perform all or part of the work, if deemed to be in the Owner's best interest.

The Contractor

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.1.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner and shall at once report to the Owner errors, inconsistencies or omissions discovered.

3.1.2 It is the Contractor's sole responsibility to take field measurements and verify field conditions and to carefully compare such field conditions and measurements and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies and omissions discovered shall be reported to the Owner at once.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall be solely responsible for supervision of the work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the Owner in every way possible. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract, unless Contract Documents give other specific instructions concerning these matters.

3.2.2 The Contractor shall be responsible for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the work under a contract with the Contractor.

3.2.3 The Contractor shall furnish the name(s) and experience of his field supervision with the bid.

3.3 COMPLIANCE WITH LAWS

3.3.1 The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the work, the materials and equipment used in the work and the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Specifications or other Contract Documents or in the work in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Owner in writing. The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements and he shall protect, indemnify and save harmless the Owner, its officers, agents, servants and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors; provided, however, that the foregoing indemnity shall not extend to a case involving liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of any such indemnities.

3.4 PERMITS, FEES AND NOTICES

3.4.1 Unless otherwise provided for in the Contract Documents, the Contractor shall secure and pay for all permits, governmental fees, licenses, and inspections necessary for proper execution and completion of the work.

3.4.2 The Contractor shall comply with and give notices required by law, ordinances, rules, regulations and lawful orders of the public authorities bearing on performance of the work.

3.4.3 If the Contractor performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such work and shall bear the attributable costs.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the contract will be of good quality and new unless otherwise required by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Contract Documents.

3.5.2 The Contractor agrees from and after the date upon which the final payment is formally approved by the Owner to guarantee his work for a period of one (1) year and to guarantee his paving and surfacing work for a period of five (5) years. He shall during this period repair promptly at his own cost and expense all breaks, failures or defects which develop in his work as a result of faulty material or workmanship furnished by him. If he cannot perform such work promptly, he agrees to pay the reasonable cost for such repairs as performed by Owner or its agents. The Owner or his duly authorized agent shall be the sole judge as to whether the work shall be corrected.

3.6 INDEMNIFICATION

3.6.1 To the fullest extent permitted by the law, the Contractor shall indemnify and hold harmless the Owner, its employees and agents, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

3.7 QUALIFICATION FOR EMPLOYMENT

3.7.1 No person less than sixteen (16) years of age, or whose age or physical condition is such as to make their employment dangerous to their health or the health and safety of others, may be employed by the Contractor; provided however, that this condition shall not operate against the employment of physically disabled persons otherwise employable, where such persons may be safely assigned to work they can ably perform. The Contractor shall employ competent foremen, experienced craftsmen, and other skilled workmen qualified by training and experience in the work in which they are to be engaged.

3.8 NONDISCRIMINATION IN EMPLOYMENT

3.8.1 In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provisions shall include but not be limited to the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation and selection for training, including apprenticeship.

Subcontractors

4.1 SUBCONTRACTURAL RELATIONS

4.1.1 No assignment or transfer of the contract, or of any money or moneys due or to become due thereunder, and no subletting of the work or any part of the work under the contract will be permitted without prior written approval of the Owner.

4.1.2 The names of any subcontractors to be used by the Contractor must be submitted in writing to the Owner for approval prior to their becoming involved in the project.

4.1.3 The Owner reserves the right to approve or disapprove any subcontractor, and subcontractors must be able to provide performance references upon request of the Owner.

4.1.4 Completeness and adequacy of all work performed by subcontractors under this contract is the responsibility of the Contractor, and no contractual relationship shall be created between a subcontractor and the Owner under this contract.

Changes in the Work

5.1 CHANGES

5.1.1 Changes in work may be accomplished after execution of the contract, and without invalidating the contract, by Change Order.

5.1.2 A Change Order shall be based on agreement between the Owner and Contractor.

5.1.3 Changes in the work shall be performed under applicable provisions in the Contract Documents, and the Contractor shall proceed promptly.

5.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally set are changed in a proposed Change Order, the agreed upon set of unit prices shall govern the amount of the Change Order.

5.2 CHANGE ORDERS

5.2.1 A Change Order is a written instrument prepared by the Owner and signed by the Owner and Contractor stating their agreement upon all of the following:

a. a change in the work,
b. the amount of the adjustment to the Contract Price, if any, and
c. the extent of the adjustment in the Contract Time, if any.

Time

6.1 PROGRESS AND COMPLETION

6.1.1 By signing the contract, unless otherwise stated in writing and agreed to by the Owner, the Contractor confirms that the Contract Time is a reasonable period for performing the work.

6.1.2 The Contractor shall not prematurely commence with the work on the site prior to the effective date of the insurance certificate(s).

6.1.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve substantial completion within the Contract Time.

6.2 DELAYS AND EXTENSIONS OF TIME

6.2.1 If the Contractor is delayed by the Owner, or employee of the Owner, or by Change Orders in the work, labor disputes, fire, unusual delays in deliveries, unavoidable casualties or other caused beyond the Contractor's control then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

6.2.2 Paragraph 6.2.1 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

6.3 TIME SEQUENCES

6.3.1 The Contractor shall execute and return the contract agreement to the Owner within thirty (30) calendar days from notification of award of the contract.

6.3.2 Within thirty (30) calendar days from notification of award of the contract, the Contractor shall provide the Owner with all required bonds and insurance certificates.

6.3.3 The Contractor shall be accessible twenty-four (24) hours a day and shall be available to perform emergency repair work twenty-four (24) hours a day, seven (7) days a week, including holidays. The Contractor shall commence emergency repair work at the job site within two (2) hours of being notified by the Owner. Contractor’s failure to meet this requirement may result in the termination of the contract and/or award to another contractor.

6.3.4 All Work, from commencement to completion, shall be performed in a continuous and uninterrupted manner, unless otherwise directed by the Owner. The Contractor shall notify the Owner whenever his construction crew is at the job site.

6.5 WORKING HOURS

6.5.1 The Contractor may be required to work at night or on the weekend for certain projects due to critical areas in PW distribution system, customer requirements or other reasons as determined by the Owner. The Contractor shall be responsible for all costs and shall include all costs in the price bid for meter installation.

6.5.2 The Contractor shall coordinate activities to coincide with the Owner's operating hours (8:30 a.m. to 4:30 p.m., Monday - Friday) to insure coverage and support of the Owner's personnel.

6.5.3 The Owner may consider modifying work hours if requested in writing by the Contractor. The Contractor shall not work alternate work hours unless consent is received in writing from the Owner.

6.5.4 The Contractor shall not schedule or perform work on holidays observed by the City of Providence unless consent is received in writing from the Owner.

Payments and Completion

7.1 CONTRACT PRICE

7.1.1 The Contract Price is stated in the Agreement and is the total amount payable by the Owner to the Contractor for performance of the work under the Contract Documents.

7.2 APPLICATION FOR PAYMENT

7.2.1 Each completed project will be paid for at the Contract Price, and no payment will be made for any additional work unless agreed upon previously in writing by the Owner and in accordance with Contract Documents.

7.2.2 Payment request shall be considered monthly. No more than one payment request will be considered per month. Payments will be made for ninety percent (90%) of the full payment request.

7.3 ADDITIONAL WORK AND PAYMENT OF

7.3.1 The Owner may at any time by written order require such extra work as may be found necessary or desirable. The amount of compensation to be paid the Contractor for any extra work so ordered, or required shall be made in accordance with whichever of the following plans the Owner elects:

a. a price agreed upon between the parties and stipulated in the order for the extra work,
b. a price based on unit prices either existing or agreed upon,
c. a price determined as "reasonable" by the Owner based on the following: the actual cost of all materials used, of all skilled and unskilled labor less supervisory personnel, of a foreman, of equipment and machinery less small tools, associated exclusively to the extra work plus 15% of this total for overhead and profit.

7.3.2 Sufficient documentation of costs must be submitted by the Contractor. No extra work shall be performed or compensated without express advance written order by the Owner.

7.4 DECISION TO WITHHOLD CERTIFICATION

7.4.1 Payments shall be made in accordance with the Contract Documents. The Owner may withhold full or partial payment because of:

a. defective work not remedied by the Contractor,
b. claims filed or pending against the Contractor as a result of his work on this project, and/or
c. other nonperformance or noncompliance as deemed by the Owner.

7.4.2 The Owner will retain ten percent (10%) of each payment to the Contractor for a period of sixty (60) days following completion of the work. At the end of the sixty-day period, if the work is acceptable and performing satisfactorily, the 10% retainage will be approved for released.

Protection of Persons and Property

8.1 SAFETY PRECAUTIONS

8.1.1 The Contractor shall be solely responsible for initiating, implementing, maintaining, supervising, enforcing and assuring compliance with safety rules, precautions and programs which satisfy and comply with all federal, state and local laws, rules, regulations, orders, codes and standards applicable to the performance of the Work, including but not limited to all occupational safety and health standards and requirements adopted or recognized under the Occupational Safety and Health Act of 1970, 29 C.F.R. Part 1926; 29 C.F.R. Part 1910; or changes to any thereof.

8.1.2 Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual “Accident Prevention in Construction,” published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

8.1.3 The Contractor shall also cause all of his agents, servants, employees and subcontractors to observe and comply at all times with all such safety rules, precautions and programs.

8.1.4 The Contractor shall observe and comply with all federal, state and local environmental and health laws, rules, regulations, orders, codes and standards applicable to the handling, disposal, storage, generation or management of any "hazardous substance" as defined in 42 U.S.C. §9601.

8.1.5 The Contractor shall be responsible for establishing hazard communication programs to transmit information on the hazards of chemicals and other substances being used, and all related matters of safety, to all of his agents, servants, employees and subcontractors by means of labels on containers, material safety data sheets, training programs and any other reasonable safeguards and procedures for safety and protection, in accordance with 29 C.F.R. Part 1926.

8.1.6 If the Owner, or its authorized representatives, observe any conditions which do not comply with the requirements of this Contract, the Owner may instruct the Contractor's superintendent or other representative to promptly correct such noncomplying conditions. If such non complying conditions are not promptly corrected by the Contractor, the Owner may at its option, either (i) at no additional cost to the City and with no extension of the completion schedule for the work, order the work stopped until the noncomplying condition has been corrected, (ii) correct such noncomplying conditions and back charge the Contractor for any costs incurred in connection therewith, or (iii) terminate this Contract by written notice to the Contractor.

8.1.7 The Contractor shall provide sufficient, proper and safe facilities at all times for the inspection or observation of the Work and Site by the Owner and its authorized representatives, including without limitation such facilities as are necessary to permit the Owner and such representatives to observe compliance with all safety rules, precautions and programs required under this Contract.

8.1.8 While the Owner and its authorized representatives may provide the Contractor with assistance in monitoring safety rules, precautions and programs, and the Owner and its authorized representatives may correct noncomplying conditions which the Contractor has failed to correct promptly, such action shall in no way obligate the Owner and its authorized representatives to conduct safety inspections or identify or correct noncomplying conditions, nor will it relieve the Contractor from any obligations prescribed above, all of which shall remain the sole responsibilities of the Contractor.

8.2 SAFETY OF PERSONS AND PROPERTY

8.2.1 The Contractor shall take all necessary and appropriate precautions for the safety of, and shall provide necessary and appropriate protection to prevent damage, injury or loss to:

a. all agents, servants, employees or subcontractors of the Contractor involved in the work and other persons who may be affected thereby, including without limitation the agents, servants, employees and subcontractors of the Owner, other contractors and adjoining property owners, and other persons on or nearby the Site;

b. all Work and materials and equipment incorporated or to be incorporated therein, whether in storage on or off the Site, under the care, custody or control of the Contractor or any of his agents, servants, employees or subcontractors; and

c. other property at the Site or adjacent thereto, including without limitation trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.2.2 The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including but not limited to his employees and employees of other contractors or subcontractors; members of the public; and employees, agents, and representatives of the Owner, and regulatory agencies that may be on or about the Work. The Contractor shall provide protection for all public and private property including but not limited to structures, pipes, and utilities, above and below ground.

8.2.3 The Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards and fire prevention and fire fighting equipment and shall take such other action as is required to fulfill his obligations under this subsection.

8.3 CARE AND RESTORATION OF PROPERTY

8.3.1 All surfaces which have been injured by the Contractor's operations shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration.

8.3.2 The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of the construction period.

8.3.3 All damage to existing features or structures outside of the project limits shall be repaired and/or restored at no direct cost to the Owner if, in the opinion of the Owner, these damages resulted from the Contractor's operations.

Insurance and Bonds

9.1 INSURANCE

9.1.1 The successful bidder shall maintain General Liability insurance for the duration of the project and for one (1) year after completion of the project. The Contractor shall submit evidence of insurance to the Chief Engineer of the Providence Water Supply Board prior to executing the contract. The designated insurance carrier shall submit insurance endorsements listing the City of Providence, Providence Water Supply Board and its officers and agents as additionally insured on the General Liability insurance in accordance with the requirements of the City of Providence. The carrier shall be a company with no less than a B rating and shall provide thirty (30) days advance notice of cancellation or termination to the Chief Engineer of the Providence Water Supply Board.

9.1.2 The Contractor shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Every policy of insurance shall contain a provision that the insurer shall provide thirty (30) days advance notice of cancellation or termination to the Chief Engineer of the Providence Water Supply Board.

9.1.3 The Contractor shall provide, maintain, and be solely responsible for, as necessary or as directed by the Owner, all precautions and insurance for the protection of his work, the safety of his employees and the public, and for the protection of all utility and private properties.

9.1.4 All insurance requirements and information can be found in the information for bidders.

9.2 PERFORMANCE AND PAYMENT BONDS

9.2.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contractor and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the contract.

9.2.2 All bond requirements and information can be found in the information for bidders.

Miscellaneous Provisions

10.1 LABOR AND MATERIALS

10.1.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials and supplies, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.

10.1.2 The Contractor shall enforce strict discipline and good order between the Contractor's employees and other persons carrying out the work. The Contractor shall not permit employment of unfit persons or persons unskilled in tasks assigned to them.

10.1.3 For all work associated with an application for payment, the Contractor shall include with their submission, all applicable certified Payrolls and original invoices for materials, equipment, and subcontractor services.

10.2 USE OF SITE

10.2.1 The Contractor shall confine all apparatuses and equipment, materials, supplies and operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with such materials, supplies and equipment. The Contractor shall promptly remove and dispose of all debris, resulting from his operations, and shall save the City harmless from claims by abutting or adjacent property owners from damages resulting from his operations.

10.3 ACCESS TO WORK

10.3.1 The Contractor shall provide the Owner access to the work in preparation and progress wherever located. The Contractor shall notify the Owner whenever the Contractor is working at the job site.

10.4 CUTTING AND PATCHING

10.4.1 The Contractor shall do all cutting, fitting, and/or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the Owner, and in accordance with any Local, City, Town or State ordinances.

10.5 CLEANING UP

10.5.1 During its progress, the work and the adjacent areas affected thereby shall be kept cleaned of all project waste, rubbish, and surplus materials. The Contractor shall remove all unneeded tools, construction equipment, and machinery and all damage repaired so that the public and property owners will be inconvenienced as little as possible.

10.5.2 Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes, structures, work done under this contract, or elsewhere during the course of the Contractor's operation, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipe structures, and work, etc., shall upon completion of the work be left in a clean and neat condition.

10.5.3 On or before the completion of the work, the Contractor shall, unless otherwise especially directed or permitted in writing, tear down and remove all temporary buildings and structures built by him, shall remove all temporary works, tools, and machinery or other construction equipment furnished by him, shall remove all rubbish from any grounds which he has occupied, and shall leave the roads and all parts of the premises and adjacent property affected by his operations in a neat and satisfactory condition.

10.5.4 The Contractor shall not dispose of any excess excavated materials on the adjacent properties, unless written approval has been secured from the property Owner. The Contractor shall furnish to Owner a copy of the property Owner's approval prior to the disposal of any materials.

10.5.5 The Contractor shall restore or replace, when and as directed, any public or private properties damaged by his work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highways or driveways, walk and landscaping work. Suitable materials, equipment and methods shall be used for such restoration.

10.5.6 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

10.6 RHODE ISLAND GENERAL LAWS, 37-13-1 THROUGH 37-13-13

10.6.1 These General Laws are to be considered included as part of these Contract Documents and the Contractor shall comply with all provisions contained therein. The Contractor shall pay particular attention to compliance with the prevailing wage requirements contained therein, and shall be responsible for complying with the latest wage publication.

Termination of Contract

11.1 TERMINATION

11.1.1 The Owner may terminate the contract if the Contractor:

a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper material,

b. fails to make payment to a subcontractor for materials or labor in accordance with the respective agreements between the Contractor and the subcontractor,

c. persistently disregards laws, ordinances, or rules, regulations or orders of the public authority having jurisdiction, or

d. otherwise is guilty of substantial breach of a provision of the Contract ocuments.

e. fails to commence emergency repair work at the job site within two (2) hours of being notified by owner.

11.1.2 When the Owner terminates the contract for one of the reasons stated in Subparagraph 11.1.1, the Contractor shall not be entitled to receive further payment until the work is finished.

11.1.3 PW reserves the right for any reason and at its sole discretion, to cancel this contract at any time with 30 days written notice.

END OF SECTION

GENERAL REQUIREMENTS

Summary of Work

1.1 THE WORK

1.1.1 Work under this contract, shall be the responsibility of the Contractor and shall be performed in accordance with the Contract Documents. The Contractor shall provide all construction and applicable services required for the **Replacement of Large Water Meters** and appurtenances, complete, in-place, and accepted.

1.1.2 The Contractor shall perform all work in a workmanlike manner, with due diligence and in a continuous and uninterrupted manner. All the work, labor and materials to be done and furnished under the Contract shall be done and furnished strictly pursuant to, and in conformity with, the directions of the Owner as given from time to time during the progress of the work. The Owner shall determine the amount, quality, acceptability, and fitness of all parts of the work completed.

1.1.3 The Contractor shall perform all work in compliance with federal, state, and local laws, ordinances, rules, and regulations having any jurisdiction or authority over the work.

1.2 LOCATION OF WORK

1.2.1 All work under this contract is located within the Providence Water Supply Board's (PW) distribution system.

1.3 DESCRIPTION OF WORK

1.3.1 The work covered under this contract includes (except as hereinafter otherwise specified) furnishing all labor, materials, equipment, tools, appliances, and incidentals for excavation; replacement and/or removal and disposal of existing water meters.

Allowances

2.1 EXTRA WORK

2.1.1 Work will be performed and paid for under the Contract Price, including but not limited to all submittals, testing, permits, and services specified and required. No allowances for extra work will be considered or made unless specifically requested in writing by the Owner.

2.2 CLAIMS FOR DAMAGES

2.2.1 If the Contractor makes claim for any damages alleged to have been sustained by breach of the contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Owner, an itemized written statement in triplicate of the details of the alleged breach and the details and amount of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages.

2.3 OWNER'S INSPECTION

2.3.1 The Contractor shall make allowances for the Owner to inspect and/or test the Contractor's work at any and/or all times at the Owner's discretion.

2.3.2 The Owner may appoint an Inspector to inspect all materials and workmanship and to see that the work conforms with the specifications and drawings. The failure of the Inspector to reject or condemn improper materials and workmanship shall not prevent the Owner from rejecting materials and workmanship found defective at any time prior to the final acceptance of the completed work, nor shall it be considered as a waiver of any defects which may be discovered later, or as preventing the Owner at any time subsequently from recovering damages for work actually defective.

2.3.3 The Contractor shall provide sufficient, safe and proper facilities at all times for inspection.

2.3.4 The Inspector shall be furnished by the Contractor with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the Contract Documents, even to the extent of requiring the uncovering of portions of finished work by the Contractor.

2.3.5 Should the work thus uncovered prove satisfactory, the cost of uncovering and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in a point of time or in the absence of the Inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the Work uncovered prove unsatisfactory, said cost shall be borne by the Contractor.

2.3.6 If in the sole judgement of the Inspector the Contractor is not employing sufficient labor, plant, equipment or other means to complete the work within the time specified, the Owner may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Inspector deems necessary to enable the work to progress properly.

Measurement and Payment

3.1 EXTENT OF WORK

3.1.1 Measurement

3.1.1.1 The quantities to be measured under the various items in the Bidder's Blank will be those quantities of work completed in accordance with the Specifications. The methods of measurement will be as stated hereinafter for the individual items.

3.1.1.2 All quantities, except for lump sum items, shall be unit priced and measured for payment to the nearest one-tenth of a unit.

3.1.2 Prices

3.1.2.1 The unit or lump sum price for all items on the Bidder's Blank shall be full compensation for the work of the Contractor specified and shall include the cost of furnishing all labor, materials, equipment, and all work and expense incidental to and necessary to complete the work in accordance with the Specifications, including removal of existing equipment, rewiring of equipment, and equipment start-up.

3.2 WORK NOT PAID FOR SEPARATELY

3.2.1 Delivery

3.2.1.1 Payment for equipment delivery, storage or freight is included in the prices for the various items in the Bidder's Blank and no other separate payment will be made therefor.

3.2.2 Bonds

3.2.2.1 Payment for bonds required by the contract is included in the prices bid for the various items of work on the Bidder's Blank and no separate payment will be made therefor.

3.2.3 Permits and Licenses

3.2.3.1 Payment for permits and/or licenses required by the contract are included in the prices bid for the various items of work on the Bidder's Blank and no separate payment will be made therefor.

Unit Prices

4.1 The prices bid for the various items of work on the Bid Schedule shall include all cost to provide said work complete and approved. Unit prices for the following items will be used for partial payments for any changes to the work that is beyond the scope of work defined herein.

4.2 TESTING AND EVALUATION

4.2.1 The unit bid price per meter for testing and evaluation services shall include, but not be limited to, data-logging, right-sizing, and all work as described in the SITE SURVEY, ACCURACY TEST, and ANALYSIS AND EVALUATION sections of the request for proposal.

4.2.2 The Testing and Evaluation will be paid for at the unit price bid per meter as designated on the Bid Schedule.

4.3 FURNISH METER AND APPURTENANCES

4.3.1 The unit bid price per meter shall include, but not be limited to, furnishing all water meters with accessories, including but not limited to strainer, bolts, reducers, bushings, couplings, and shutoff valves necessary to complete the project.

4.3.2 The meters will be paid for at the unit price bid per meter as designated on the Bid Schedule.

4.4 INSTALLATION OF WATER METERS

4.4.1 The unit price bid per meter for installing water meters shall include, but not be limited to, the costs of furnishing all materials, labor, tools, plant, equipment, and incidentals as required, removing and disposing of existing water meters and appurtenances as specified, traffic control, the protection of the public, the keeping clear of streets, the protection of existing structures, dewatering, the furnishing of all tools, appurtenances, labor and materials incidental or necessary for the installation, jointing, testing and disinfection of the new meter, and all incidentals and other work not elsewhere provided for.

4.4.2 The installation of the water meter will be paid for at the unit price bid per installation as designated on the Bid Schedule.

4.5 MATERIALS COST MARKUP PERCENTAGE

4.5.1 Bidder shall provide a percentage markup for materials required beyond the specified scope, as required or approved by PW. Original invoices shall be submitted to PW for this item.

4.6 LABOR AND EQUIPMENT RATES

4.6.1 Bidder shall submit complete list of all labor and equipment rates to be used in the event that additional work is required during installation of new meters.

4.7 REPLACEMENT PARTS

4.7.1 Bidder shall submit complete price list of replacement parts, including but not limited to,

measuring elements.

4.8 TEMPORARY BYPASS SERVICE PIPING

4.8.1 Bidder(s) shall include lump sum prices for furnishing and installing temporary bypass service piping, as requested on the Bid Schedule. The standard limits of work shall be from a point five (5) feet upstream of the meter to a point five (5) feet downstream of the meter, or as directed by PW, for:

a. Furnish, install, and remove 2-inch Temporary Bypass Service Piping, as specified in the Special Conditions Section.
b. Furnish, install, and remove 4-inch Temporary Bypass Service Piping, as specified in the Special Conditions Section.
c. Furnish, install, and remove 6-inch Temporary Bypass Service Piping, as specified in the Special Conditions Section.

Modification Procedures

5.1 CHANGE ORDERS

5.1.1 No payment beyond the original Contract Price will be considered unless authorized in advance in writing by the Owner. Changes in the original Contract Price may only be made by written Change Order from the Owner.

5.1.2 Should the Owner desire a change in the scope of work, the Owner will issue a written change notice to the Contractor describing the scope of work of the desired change. The Contractor will review this notice and meet with the Owner to finalize the scope of work. After the scope of work has been finalized and compensation determined in accordance with the General Conditions of the Contract Documents, the Owner will issue a written Change Order to the Contractor to proceed with the work.

5.1.3 Should the Contractor discover a discrepancy or circumstance suggesting a change in the original scope of work, he shall immediately notify the Owner in writing of the proposed change, describing the proposed change and its consequences. The Owner will review information provided by the Contractor and determine if a Change Order is warranted. If the Owner determines that a Change Order is warranted, the procedure in Paragraph 6.1.2 above will be followed; if the Owner determines that a Change Order is not justified, he will notify the Contractor in writing.

5.1.4 Change Orders will be dated and numbered, describing the change in work and reasons for the change, and will stipulate the change in Contract Price.

Coordination

6.1 COORDINATION

6.1.1 Coordination of the work with the Owner's operation of the facility during construction, with any subcontractors, and with any agencies or authorities having jurisdiction over the project or any part shall be the responsibility of the Contractor.

6.1.2 Coordination of meetings shall be the responsibility of the Project Manager.

6.2 NOTICES

6.2.1 It shall be the Contractor's responsibility to provide notices to all businesses, property owners', etc., of any disruption of access resulting from work performed under this contract. He shall also be responsible for notifying police departments, fire departments or any other agencies as may be required by the City, Town or State.

6.2.2 It is the Contractor's responsibility to distribute, at least seventy-two (72) hours prior to a water shut-off, notices to all PW consumers affected by the water shut-off.

6.2.3 Consumers of PW potable water shall not be deprived of their water supply for an unreasonable or extended period of time, as determined by the Owner.

6.3 DIG SAFE

6.3.1 Prior to the start of work, and in accordance with the rules and regulations of Dig Safe, the Contractor shall notify Dig Safe (Tel. 1-800-344-7233) for the location and marking of all underground utilities in the work area. (If applicable.)

6.3.2 The Contractor is to comply with all current Dig Safe Regulations.

6.4 STREET CLOSINGS

6.4.1 No portion of any street shall be closed to traffic unless written permission of the proper Civil Authorities has first been obtained.
6.4.2 Trench repairs, paving operations, or other work involving a street and/or intersection, shall be so worked that no more than one-half of the street and/or intersection is blocked at any time.

Field Engineering

7.1 FIELD ENGINEERING

7.1.1 The Contractor shall make, check, and be responsible for all measurements and dimensions necessary for the proper construction of and the prevention of misfitting of work.

7.1.2 The Contractor shall provide such field engineering services as may be required to properly complete the work to the Owner's satisfaction.

Regulatory Requirements

8.1 REGULATORY REQUIREMENTS

8.1.1 Work and materials under this contract shall conform to all applicable federal, state, and local codes and requirements. The Contractor shall obtain and pay for any and all permits which may be required, and make arrangements for and coordinate any required inspections.

8.1.2 Materials, equipment, and workmanship shall meet all industry standards and be subject to inspection and testing by the Owner and/or his authorized representatives, and the Owner and his authorized representatives will at all times have access to the work.

8.1.3 The Contractor shall provide proper and safe facilities and equipment necessary for inspection, testing, access and observation of the work by the Owner and his authorized representatives, and any agencies having jurisdiction over the work. The Contractor shall cooperate and provide assistance as required.

8.1.4 Except as otherwise specified herein, the Contractor shall provide all testing necessary to assure that work is in conformance with the Contract Documents.

8.2 PERMITS

8.2.1 The Contractor shall be responsible for obtaining all street and sidewalk opening permits from City, Town, or State authorities. (If applicable.)

References

9.1 AWWA American Water Works Association

9.2 ASTM American Society for Testing and Materials

9.3 ANSI American National Standards Institute

9.4 PW Providence Water Supply Board

9.5 AASHTO American Association of State Highway and Transportation Officials

Project Meetings

10.1 PRECONSTRUCTION MEETINGS

10.1.1 After the award of the contract the Owner will notify the Contractor of the time, date, and location of the Preconstruction Meeting.

10.1.2 The Contractor shall provide attendance by authorized representatives, including the project superintendent, and any major subcontractors.

10.1.3 The agenda will include, but not be limited to:

a. Discussion of Contract Documents.
b. Construction scheduling.
c. Submittal requirements, including shop drawings, insurance certificates, bonds, etc.
d. Contractor questions.
e. Channels and procedures for communication.

10.2 PROGRESS MEETINGS

10.2.1 Progress Meetings will be held as needed and requested by the Owner. The times and locations will be determined by the Owner.

10.2.2 The Contractor shall provide attendance by key representatives, including the project superintendent, and any required subcontractors or suppliers.

10.2.3 Progress meetings will be held to review the progress of the work, status of submittals, problems impeding the work and corrective actions, etc.

Submittals

11.1 SUBMITTALS

11.1.1 The Contractor shall provide submittals as requested by the Owner and require by the Contract Documents for Owner approval, and make any required revisions and re-submittals necessary to establish compliance with the requirements of the Contract Documents.

11.2 INSTRUCTIONAL MATERIALS

11.2.1 The Contractor shall furnish five copies of all manufacturers' instructional materials known by such names as "Operating Manual," "Instruction Manual," "Repair Manual," "Operating Instructions," "Instruction Sheet," etc. as normally furnished by the manufacturer of each of the various pieces of equipment, covering operation and maintenance of the equipment. All five copies of the above manuals etc. shall be delivered directly to the main office of the Owner for distribution.

11.3 PROJECT SCHEDULE

11.3.1 After notification of award and prior to start of work, the Contractor shall submit to the Owner for approval his proposed construction sequence and schedule.

11.3.2 The schedule shall be in the form of a tabulation, chart, or graph and shall be sufficient in detail to show the chronological relationship of all activities of the project including, but not limited to, estimated starting and completion dates of various activities, submittal of shop drawings, procurement of materials, and scheduling of equipment. The schedule shall reflect completion of all work for the project within the specified time and in accordance with the specifications.

11.3.3 If the schedule fails to reflect actual progress, or if there are changes in the work, a revised schedule shall be submitted to the Owner for approval.

11.3.4 The Contractor shall submit his proposed project schedule to the Owner within ten (10) calendar days after the notification of award.

Construction Facilities and Temporary Controls

12.1 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

12.1.1 The Contractor shall provide any temporary facilities, equipment, and appurtenances specified or necessary to properly complete the work.

12.1.2 Upon removal of any temporary facilities, equipment, or appurtenances, the Contractor shall restore the site, location, structure, etc. to its proper condition and make all necessary repairs acceptable to the Owner.

12.1.3 The Contractor shall arrange work hours in accordance with the hours of the Owner's personnel (8:30 a.m. to 4:30 p.m., Monday - Friday) so that access to the site can be coordinated with the Owner.

12.1.4 Security and protection of work, materials, and equipment are the responsibility of the Contractor.

12.1.5 The Contractor shall confine all apparatus, materials, supplies, machinery, and equipment to areas designated or approved by the Owner, and do not unreasonably encumber the premises with such apparatus, materials, supplies, etc. Keep the premises clean, neat and free of litter and promptly remove and dispose of all debris resulting from the operation. Confine operations to the property limits of the Owner and do not infringe upon abutting properties; save the Owner harmless from the claims of any abutting or adjacent property owners for damages resulting from operations. Upon completion of work, completely clean and restore the site to a condition acceptable to the Owner.

12.1.6 Providing equipment and temporary facilities needed to perform and complete the work as required by the Contract Documents is the responsibility of the Contractor. Payment for such will be the sole responsibility of the Contractor.

12.1.7 The Contractor shall provide its own office and storage facilities at the site, if needed. The location of such facilities must be coordinated with the Owner and subject to Owner approval.

Materials and Equipment

13.1 MATERIALS AND EQUIPMENT

13.1.1 The Contractor shall be responsible for the protection of all equipment, materials, tools and labor during construction. Damage to equipment, materials and tools will be the Contractor’s responsibility.

Safety

14.1 LIGHTS - BARRIERS - WATCHMAN

14.1.1 The Contractor shall provide and maintain such barriers and lights that will prevent accidents during the construction work.

14.1.2 The Contractor shall indemnify and protect the City in every respect from any injury or damage whatsoever caused by any act or neglect of the Contractor or his subcontractors or agents.

14.1.3 In addition to the above, and when as necessary, or when required by the City, Town, or State Authorities, the Contractor shall post signs and employ watchmen, flagmen, and/or policemen for the direction and control of all traffic during the construction work. The cost of said traffic control shall be borne by the Contractor.

14.2 PROTECTION OF ADJACENT FEATURES

14.2.1 It shall be the Contractor's responsibility to protect from damage all existing areas adjacent to his work. This shall include pavements next to a trench patch, lawns, trees, curbs, sidewalks, fences, shrubs, etc.

14.2.2 All damage to existing features or structures outside of the project limits shall be repaired and restored at no direct cost to the City if, in the opinion of the Owner, said damage resulted from the contractor's operations.

Emergency Repairs

15.1 EMERGENCY REPAIRS

15.1.1 The Contractor shall be required to designate at least one individual who shall be responsible to receive and respond to all emergency calls during the life of the contract. The individual(s) shall be available seven (7) days a week, twenty-four (24) hours a day. The Contractor shall commence emergency repair work at the job site within two (2) hours of being notified by the Owner.

15.1.2 The Contractor shall employ the services of a local answering and paging company, and shall provide affected water service customers with a local telephone number to call in case of emergencies.

15.1.3 The Contractor shall, at the time the contract is executed, submit a written statement acknowledging the responsibility as stated above and describing their plan for providing coverage for approval by the Engineer.

Contract Closeout

16.1 FINAL COMPLETION

16.1.1 When the Contractor believes that the project has been completed and is ready to be turned over to the Owner, he shall request a final inspection from the Owner in writing. In his letter the Contractor shall certify that:

a. He has inspected the work and it is complete in accordance with the Contract Documents.
b. Equipment and systems have been tested and are all operational.
c. The site has been cleaned of all debris and has been fully restored to an acceptable appearance.
d. All closeout submittals have been submitted.
e. Work is ready for final inspection.

16.1.2 The Owner will inspect the work. If the Owner determines the work is not complete, the Contractor will be notified in writing of defective or incomplete work. The Contractor will promptly remedy any deficiencies and request reinspection.

16.1.3 When the Owner determines the work is acceptable, he will request the Contractor to make closeout submittals.

16.2 CLEANUP

16.2.1 Upon completion of all operations, the Contractor shall promptly remove all unused materials, debris, etc., and shall leave all area of work cleaned and restored to the original condition and to the Owner's satisfaction.

16.3 OWNERSHIP

16.3.1 Any and all appurtenances installed under this agreement shall become the property of the Providence Water Supply Board upon completion and acceptance of paid work.

END OF SECTION

SPECIAL CONDITIONS

PART A. TEMPORARY BYPASS SERVICE PIPING

General Provisions

1.1 DEFINITION OF TERMS

1.1.1 This section pertains to the furnishing of all labor, equipment, tools, appurtenances and materials, and performing all operations in connection with providing, maintaining, repairing, and removing all temporary bypass service piping and connections, as specified. Temporary bypass service piping shall be used where new water meters will be installed. The work includes temporary building service piping and connections, valves, fittings, piping, hydrants, connections to other piping and facilities, disinfection of temporary bypass service piping, excavations and backfills, restoration or replacement of all disturbed existing work, crossings over traveled ways, and all other incidental and appurtenant work required to satisfactorily provide temporary water service to PW consumers for domestic and fire protection uses, complete, in strict accordance with the Specifications, and as directed.

1.1.2 All temporary bypass service piping and building service connections shall be provided in such a manner that all public health and safety requirements of the State and City shall be strictly adhered to at all times. It shall be the responsibility of the Contractor to familiarize himself with all State and City public health and safety requirements, as they may affect the work under this contract. All temporary bypass service piping and building services shall be provided, kept in repair, and maintained in such a manner so as to prevent injury to persons or damage to the work or public and private property.

1.2 UNIT PRICES

1.2.1 If applicable and/or as required, the Contractor shall include lump sum prices for furnishing and installing temporary bypass service piping, as requested on the Bidder's Blank. The standard limits of work shall be from a point five (5) feet upstream of the meter to a point five (5) feet downstream of the meter, or as directed by the Owner, for:

c. Furnish, install, and remove 2-inch Temporary Bypass Service Piping
d. Furnish, install, and remove 4-inch Temporary Bypass Service Piping
e. Furnish, install, and remove 6-inch Temporary Bypass Service Piping

1.2.2 In the event that smaller or larger temporary bypass service piping is required, appropriate adjustments shall be made in accordance with the change order procedure specified herein.

Submittals

2.1 SUBMITTALS

2.1.1 The Contractor shall provide submittals in accordance with Section 11.1 of the General Requirements.

2.1.2 The Contractor shall submit for Owner's approval a list of materials including, but not limited to, all pipes, fittings and appurtenances to be installed as part of the work. In addition, all catalog cuts pertaining to the work shall be submitted.

2.1.3 The Contractor shall submit to Owner a list of equipment to be used for the installation and removal of temporary bypass service piping and appurtenances.

2.1.4 The Contractor shall submit to Owner the method that shall be utilized to disinfect temporary bypass service piping and appurtenances where required.

Quality Assurance

3.1 QUALITY ASSURANCE

3.1.1 The Contractor shall use skilled labor and equipment of adequate size and capacity to assure proper performance of all work under this section.

3.1.2 The Contractor shall comply with the requirements of any agency or codes having jurisdiction over the work.

Scheduling

4.1 SCHEDULING

4.1.1 If possible, it is the Contractor's responsibility to distribute, at least twenty-four (24) hours prior to a water shut-off and/or connection/removal of temporary services, notices to all PW consumers affected by the disruption of service.

4.1.2 Consumers of PW potable water shall not be without water for unreasonable or extended periods of time as determined by PW.

4.1.3 If possible, the Contractor shall notify Providence Water at least seventy-two (72) hours in advance, in the event that there is a need for a water main shutdown. In the operation of valves, for the purpose of shutting down existing mains, PW does not guarantee or imply that shut down will be completely effective in stopping the flow of water to open ends.

Materials

5.1 HANDLING MATERIALS

5.1.1 The Contractor shall use proper and suitable tools for safe and convenient handling of all temporary bypass piping and appurtenances.

5.1.2 All pipe and appurtenances used in providing the temporary bypass services shall be in good condition and adequate to withstand at least 1 ½ times the normal water working pressures and all other conditions of use. The pipe and other materials shall provide adequate water-tightness. Temporary hydrants shall meet the approval of PW, prior to installation.

Equipment

6.1 The Contractor shall be responsible for providing all necessary and required equipment for the installation and removal of the temporary bypass service piping and building service connections.

Execution

7.1 INSTALLATION

7.1.1 The Contractor shall perform and complete all work in accordance with the plans and specifications. The Owner shall determine the amount, quality, acceptability, and fitness of all parts of the work completed. The Contractor shall perform all work in a workmanlike manner, with due diligence, and in a continuous and uninterrupted manner.

7.2 TEMPORARY BYPASS SERVICE PIPING

7.2.1 The Contractor shall provide temporary valved bypass piping as required to provide adequate fire protection and general service to the affected customer(s). Temporary bypass piping for fire protection and general building service connections shall extend from a point upstream of the meter and terminate at the connection to the building plumbing, and shall be of adequate size to satisfactorily provide adequate water to the building being serviced.

7.2.2 In general, all temporary services shall be provided in such a manner as to protect it from damage and to insure an uninterrupted supply. The Contractor shall locate temporary services out of traveled ways where practicable, in locations where it will cause the least obstruction and inconvenience, and where it will be least subject to damage.

7.2.3 The bypass pipes shall be supplied from dual check valve assembly connections made to hydrants or existing water mains. The Contractor shall furnish all work and fittings and make all necessary connections required to supply the bypass pipes with water from hydrants or existing water mains. Procedures for connecting bypass pipes to existing water mains are specified elsewhere in this Section.

7.2.4 All temporary building service connections shall terminate at the connection to the building plumbing. Temporary building services shall include all necessary hoses, pipes, valves and fittings of approved size, required to service PW consumers. The Contractor shall make the actual connection and disconnection to the consumer's building plumbing, and shall coordinate his work with the owner of any building to be serviced so that there will be the least amount of inconvenience to the owners. In general, the Contractor may connect temporary service hose or piping to the consumer's plumbing by any means acceptable to PW and the property owner, including either inside or outside connections to temporarily disassembled water system components, or direct connections to hose bibs, standpipes or other acceptable connection points. The locations of connections and methods used must be acceptable to PW and the property owner(s).

7.2.5 Once put in use, all temporary services shall be maintained until the new water meter is placed in service. Any interruptions, whether caused by frost, physical damage or otherwise, shall be immediately corrected, and the service restored or replaced without additional payment.

7.3 PIPING CROSSING TRAVELED WAYS

7.3.1 The Contractor shall install temporary bypass piping in such a manner as to minimize the number of street crossings required. Where temporary bypass pipes and service lines are permitted to cross streets, driveways or sidewalks, the Contractor shall provide all necessary and required construction to protect and prevent injury to persons, property, vehicles and pipelines. At street crossings, narrow trenches shall be excavated and the pipe shall be installed below the roadway surface with bituminous concrete (hot-mix or cold patch) placed around and above the pipe flush with the existing roadway surface. At driveways, provisions shall be made, as approved by the Owner, to permit vehicles to drive over the temporary pipe by the use of ramps constructed of bituminous concrete (hot-mix or cold patch), wood or other acceptable material on each side of the pipe; by depressing the pipe as at street crossings; or by other methods that may be acceptable and suitable for the purpose intended.

7.3.2 The Contractor shall provide watchmen, lights, barriers, signs and such other methods as may be necessary or required to maintain and direct traffic through the project and to prevent injury to persons and property and to comply with all State and City safety codes, ordinances and regulations. Separate payment will not be made for the furnishing of watchmen, lights, barriers, signs, etc. for protection of traffic and to prevent injury to persons and property.

7.3.3 All cutting of pavements shall be made using mechanical pavement cutters; trenches shall be straight and all cut edges shall be clean vertical faces. Temporary and permanent pavement required to restore pavement, sidewalks, and driveways damaged or displaced as a result of the work under this section shall be placed in accordance with Local, City, Town and/or State of Rhode Island regulations and ordinances. No separate payment will be made for such work, but the cost thereof shall be deemed to be included in the work required under this section of the Specifications.

7.4 DISINFECTION

7.4.1 All temporary bypass services and connections shall be disinfected just before being placed into service. Disinfection of service lines shall be done as part of the work included under this section of the specifications, and in accordance with the disinfection requirements of PW. No separate payment will be made for such work, but the cost thereof shall be deemed to be included in the work required herein.

7.5 DISCONNECTION AND REMOVAL OF TEMPORARY PIPING

7.5.1 After the new water meter is accepted and placed in service, and permanent service to the customer has been restored, and when approved, the Contractor shall remove all temporary bypass service piping and connections and all other temporary work, as directed; place temporary paving, as required; restore to their original condition all walks, drives, curbs, grassed areas, and such other parts which have been disturbed as a result of the Contractor's operations; and do all other work as necessary and directed, to leave all work and property in a clean and acceptable condition, at no additional expense to PW.

7.6 TEMPORARY CONNECTIONS TO EXISTING WATER MAINS

7.6.1 At some locations, as directed or approved by the Owner, it may be necessary to install tees or corporation stops in existing water mains in order to supply the temporary bypass service. The types of connections made shall be determined by the water service requirements and shall be as approved or directed by PW.

7.6.2 At locations, as approved or directed by the Owner, where connections for temporary bypass piping are to be made underground to the existing water mains with corporation stops, the Contractor shall make the necessary excavations at the locations and to the limits as necessary to uncover the existing underground water lines and permit the installation of corporation stops. The Contractor shall furnish and install a corporation stop, a pipe nipple or gooseneck and a shut-off valve at the connection to the existing water line; connect the temporary bypass piping to the shut-off valve and, where directed by the Owner, backfill the excavation and install temporary bituminous pavement. When the need for the service piping has ceased, the Contractor shall re-excavate, where

necessary; close the corporation stop; disconnect and remove the service piping, shut-off valve, and pipe nipple or gooseneck; backfill the excavations; and provide the gravel base course and temporary and permanent pavements over the excavated and disturbed areas, in accordance with the requirements specified, and as directed. No separate payment will be made for corporation stops and accessories for connecting the temporary bypass pipe to the existing water main, but the cost thereof shall be deemed to be included in the unit price bid for furnishing and installing temporary bypass piping.

Field Quality Control

8.1 PROTECTION

8.1.1 The Contractor shall be responsible for taking and providing all necessary and required precautionary measures at all times during the installation and removal of the temporary bypass service piping and connections, to prevent any contamination of PW's distribution system, and for the protection of public health and safety.

8.1.2 The Contractor shall be responsible for providing labor, materials, and equipment on a twenty-four (24) hour standby status, at no additional cost to the Owner, to maintain continuous service to all PW costumers.

END OF SECTION

GENERAL METER INFORMATION

NEPTUNE TURBINE METERS - 3" through 12"

General Description: Recently Providence Water replaced its large meters with Neptune Meters. To keep consistency Neptune Meters and parts will only be acceptable.

Registration Accuracy: All meters shall meet AWWA standards and register in cubic feet.

Main Cases: Main cases shall be of bronze composition and/or epoxy coated cast iron of a high tensile strength on all sizes and be capable of resisting distortion under pressure up to one hundred and fifty (150) pounds per square inch. Meters shall have the size and direction of flow indicated on the case and shall be designed for easy removal of all interior parts without disturbing the connections to the pipeline. Manufacturer(s) must specify the composition of each meter. PW reserves the right to purchase the best composition for each application.

Register Housings: Register housings shall be constructed of a suitable engineering polymer or bronze and provide full protection of the register assembly. Register assemblies shall be secured to the main case in a tamper resistant fashion to prohibit unauthorized removal. Seal screws, tamper proof screws, or locking devices are acceptable.

Measuring Chambers: Measuring elements or chambers for all meters shall be of copper alloy containing not less than 81% copper or suitable engineering polymer and shall be separate from the case and easily detached and removed therefrom.

Rotors: Measuring impellers, vanes or rotors for all meters shall be polypropylene, nylon, hard rubber or other suitable engineering polymer and shall be mounted on a horizontal axis in the center of the measuring element with rotations of the turbine transmitted to the register by means of magnets. Rotor spindles shall be of phosphor bronze stainless steel, monel, or other corrosion-resistant material.

Strainers: Meters shall be provided with separate external strainers of the stainless steel plate type, cast or galvanized iron for all sizes. They shall be rigid, easily removable, and have an effective straining area at least double that of the meter main case inlet. Strainer connections shall conform to the main case and shall be accompanied by gaskets, bolts and nuts.

Warranties: All meters shall be warranted.

Meters shall be guaranteed to be free from defects in materials and workmanship and to meet AWWA New Meter Accuracy Standards from date of installation. The manufacturer must provide a written warranty from date of installation. The manufacturer must provide a written warranty from the date of installation, with the option of extending its own published warranty.

NEPTUNE COMPOUND TYPE METERS - 3" THROUGH 8"

General Description: Recently Providence Water replaced its large meters with Neptune Meters. To keep consistency Neptune Meters and parts will only be acceptable.

Operating Characteristics; Meter sizes, capacities and pressure losses shall conform to Table 1 of the AWWA Standard.

Registration Accuracy: All meters shall meet AWWA flow requirements and register in cubic feet.

Main Cases: Main cases shall be of bronze composition (75% min. copper content) and/or epoxy coated cast iron and be capable if withstanding pressure of one hundred and fifty (150) pounds per square inch. Outer cases shall permit separate removal of measuring chambers. Meters shall be designed for easy removal of all interior parts without disturbing the connections to the pipeline.

Automatic Valves: Automatic valves shall be as specified in Section 2.10 of the AWWA Standard.

Spring loaded valves shall be a poppet-type suitable for such purpose. Spring tension shall offer sufficient resistance to the incoming water to divert all small rates of flow through the bypass meter until such time as the pressure loss is great enough to ensure efficient operation of the main measuring section.

Spring loaded valves shall have components made of the following or approved equal: valve cages shall be of copper alloy, springs and screws of stainless steel, and spindles and cones of suitable engineering polymer. Spring loaded valves shall be self-flushing and fast opening and closing. They shall be easily detached and removed from the case.

Valve assemblies utilizing gates are acceptable if the manufacturer can assure an accuracy level of not less than 90% and no more than 103% according to AWWA specification C702 at change over.

Register Housing: Register housings shall be constructed of a suitable engineering polymer or bronze and provide full protection of the registry assembly. Register assemblies shall be secured to the main case in a tamper resistant fashion to prohibit unauthorized removal. Seal screws, tamper proof screws, or locking devices are acceptable.

Measuring Unit Assemblies: Measuring chambers and cages shall be bronze or suitable engineering polymer. They shall be easily detached and removed from the case. Rotor spindles shall be of tungsten carbide steel supported by PTFE or graphite radial bearings. Replaceable thrust bearings shall be provided. Main line and bypass chambers shall be interchangeable in all meters of the same size and model. Intermediate gear trains shall be made of non-corrosive materials or synthetic polymer. Bypass chamber assemblies shall be positive displacement type and shall not be cast as part of the outer case.

Strainers: Meters shall be provided with separate external bronze case strainers of the stainless steel plate type or cast iron. They shall be rigid, easily removable, and have an effective straining area at least double that of the meter main case and shall be accompanied by gaskets, bolts and nuts of the same size as shown in said Standard.

Maximum Lying Length: Laying length of the meter and/or strainer assembly shall as follows:

Meter Size	Maximum Laying Length
3"	38"
4"	40"
6"	52"
8"	56"

NEPTUNE FIRE SERVICE METERS

General Description:
Recently Providence Water replaced its large meters with Neptune Meters. To keep consistency Neptune Meters and parts will only be acceptable. Meters furnished under this section shall be manufactured by a registered ISO 9001 quality standard facility. All specifications meet or exceed the latest revision of AWWA C701.

Type:
Meters shall be of the in-line horizontal-axis per AWWA Class II.

Capacity:
Capacity of the meters in terms of normal operating range, maximum continuous flow, maximum loss of head, and maximum intermittent flow shall be as

Size	Normal Operating Range (gpm)	Max Continuous Flow (gpm)	Max Loss of Head Max Con Flow (psi)	Max Intermittent Flow (gpm)
3”	5-450	450	5	560
4”	10-1200	1200	5.5	1500
6”	20-2500	2500	5	3100
8”	35-4000	4000	5	5000
10”	50-6500	6500	3.5	8000

Size: Sizes of the meters shall be determined by the normal size (in inches) of the opening in the inlet and outlet flanges. Overall lengths of the meters shall be as follows:

Meter Size	Preferred Overall Length
3"	33"
4"	35"
6"	45"
8"	53"
10"	68"

Case and Cover:
The main case and cover shall be cast from a ANSI/NSF 61 certified no-lead alloy containing a minimum of 85% copper. The size, model and arrows indicating direction of flow shall be cast in raised characters on the main case on cover. The cover shall contain a calibration vane for the purpose of calibrating the turbine measuring element in-line and under pressure. The calibration vane shall be mounted under the register and attached in a tamper-resistant manner.

External Bolts:
Meter cover bolts shall be made of AISI Type stainless steel

Connections:
Main cases shall be flanged. 1.5" & 2" shall be oval flanged and 3" through 10" sizes shall be round flanged per AWWA C/01

Registers:
Registers shall be permanently rolled-sealed, straight reading in cubic feet and shall include a center sweep test hand and low flow indicator. Registers shall be serviceable/removable for replacement without interruption of the meter's operation.

Register Box:
Register boxes and covers shall be of bronze composition. Manufacturer's name and meter serial number shall be clearly identifiable and located on the register box cover and affixed with a to the top cover by means of plastic tamper-proof seal pin.

Meter Serial Number:
Meter serial number shall be imprinted on the meter flange, or cover, as well as the register box cover.

Measuring Chamber:
Turbine measuring elements shall be part of a self-contained unit attached to the cover for easy removal from the meter body. The turbine spindles shall be stainless steel; turbine shafts shall be tungsten carbide.

Unitized Measuring Element:
UME is a complete assembly, Factory calibrated to AWWA Standards, includes the cover, registers, & both a turbine measuring element assembly. It The UME shall be field removable from the meter body without requiring of unbolted flanges.

Intermediate Gear Train:
Intermediate gear trains shall be directly coupled to the turbine spindle and magnetically coupled to the register through the meter cover. All moving parts of the gear train shall be made of a self-lubricating polymer or stainless steel for operation in water.

Registration Accuracy:
The normal operating range accuracy shall be 98.5% to 101.5%

Bypass Meter:
Bypass meters shall be of a positive displacement, mutating disc type and shall conform to AWWA Standard C700 in the following sizes

Mainline Sizes	**Meter Size**
4” Mainline	1” Bypass Meter
6” Mainline	1.5” Bypass Meter
8” & 10” Mainline	2” Bypass Meter

Automatic Valve:
Automatic valves shall be of the spring loaded, knuckle joint type. All internal linkage parts shall be stainless steel. A vulcanized rubber disc on a stainless steel clapper plate shall seal against a bronze seat. The springs shall be AISI type 18-8 Stainless Steel.

The disc meter shall include a self-actuated valve that directs flow through the disc meter at low flow rates and through the turbine meter at high flow rates. At high flow rates, the self-actuated throttle valve shall restrict the flow through the disc meter to minimize wear.

Warranties: Meters shall be warranted and guaranteed to be free from defects in materials and workmanship and to meet AWWA New Meter Accuracy Standards from date of installation by the manufacturer. The manufacturer must provide a written warranty from date of installation, with the option of extending its published warranty.

PRICE LIST									
PART 1.	METERS AND APPRTENANCES - Each Bid Item include All associated Costs (Labor, Equipment, Markups, etc.) to perform the work as specified.								
	Price Escalation - must be consistent each year - this will be used in caluclting the total cost of the contract								
A.	TURBINE TYPE METER	SITE SURVEY	ACCURACY TEST	DATA LOGGING	FURNISH NEPTUNE METER*	NEPTUNE UME ONLY	REMOVE & DISPOSE OF METER	INSTALL & TEST METER	INSTALL ERT
	3"				PWSB Supplies				
	4"				PWSB Supplies				
	5"				PWSB Supplies				
	6"				PWSB Supplies				
	8"				PWSB Supplies				
	10"				PWSB Supplies				
	12"				PWSB Supplies				

B.	COMPOUND TYPE METER	SITE SURVEY	ACCURACY TEST	DATA LOGGING	FURNISH NEPTUNE METER*	NEPTUNE UME ONLY	REMOVE & DISPOSE OF METER	INSTALL & TEST METER	INSTALL ERT
	3"				PWSB Supplies				
	4"				PWSB Supplies				
	5"				PWSB Supplies				
	6"				PWSB Supplies				
	8"				PWSB Supplies				
C.	**FIRE & GENERAL**	**SITE SURVEY**	**ACCURACY TEST**	**DATA LOGGING**	**FURNISH NEPTUNE METER***	**NEPTUNE UME ONLY**	**REMOVE & DISPOSE OF METER**	**INSTALL & TEST METER**	**INSTALL ERT**
	4"				PWSB Supplies				
	6"				PWSB Supplies				
	8"				PWSB Supplies				
	10"				PWSB Supplies				
	12"				PWSB Supplies				

D.	FIRE SERVICE	SITE SURVEY	ACCURACY TEST	DATA LOGGING	FURNISH SPOOL PIECE	NEPTUNE UME ONLY	REMOVE & DISPOSE OF METER	INSTALL SPOOL PIECE	INSTALL ERT
	3"								
	4"								
	6"								
	8"								
	10"								
	12"								
Note: Bidders are to submit a complete Neptune Catalogue with list prices. Bidder agrees to charge Current Catalogue list price minus _____% for additional parts not listed herein.									

BID SCHEDULE									
ULTRASONIC METER									
A	METER SIZE	SITE SURVEY	ACCURACY TEST	DATA LOGGING	FURNISH SPOOL PIECE	NEPTUNE UME ONLY	REMOVE & DISPOSE OF METER	INSTALL SPOOL PIECE	INSTALL ERT
	3"								
	4"								
	6"								
	8"								
	10"								
	12"								
Note: Bidders are to submit a complete Neptune Catalogue with list prices. Bidder agrees to charge Current Catalogue list price minus NO BID % for additional parts not listed herein.									
								PERCENTAGE	
	PRICE ESCALATION PERCENTAGE FOR EVERY YEAR							EQUAL TO THE CONSUMER PRICE INDEX	

BID SCHEDULE									
PART 2.	**Rates for ADDITIONAL WORK not specified in Part 1**								
A.	**Labor Rates per hour**								
	(include Fringe Benefits, Insurance, Overhead and Profit per hour)								
	1. Classification								
	Supervisor						Rate per HR		
	Technician						Rate per HR		
	Supply & Install Port						Rate per HR		
	Cancellation Charge - Each						Rate per HR		
	5/8"-2" Bench Test Each						Rate per HR		
	Plumber						Rate per HR		
	Professional/GIS Service						Rate per HR		
	EMPTY						Rate per HR	$_____	

BID SCHEDULE									
B.	**Equipment Rates per hour**								
	Type		**Model**		**Year**				
	Crane Truck						Rate per HR		
	Pump Vault						Rate per HR		
	.								
	Supply & Install Test Port - Each						Rate per HR		
							Rate per HR		
							Rate per HR		
							Rate per HR		
							Rate per HR		
							Rate per HR		
							Rate per HR		
C.	Materials Cost Markup Percentage								
	1. Contractor's Cost Plus								
	(Submission of Original Invoices required)								
	_____								
	Percentage (Written)							Percentage (Figures)	
D.	Subcontractor Cost Markup Percentage (submission of Original Invoices required)								
	1. Contractor's Cost Plus								

BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the

terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

Certificate of Insurance

1. The Original Certificate of Insurance must be mailed to:

Providence Water
125 Dupont Drive
Providence, RI 02907
Attention: Elizabeth Paquin

2. Certificate must be completely filled out listing all Insurance Companies, Coverage's. and Limits. Providence Water (PW) require the following Certificate must be completely filled out listing all Insurance Companies, Coverage's. and Limits. Providence Water (PW) require the following insurances requirements.

Required	Coverage
x	**Worker's Compensation and Occupational Insurance:** In statutory amounts, Covering all employees of the contractor. Employer's liability coverage with limits of not less than $500,000.00/ each accident or illness shall be included.
x	**Commercial General Liability Insurance**: Commercial Liability ll1surance with limits of not less than $1,000,000.000 per occurrence, for bodily injury and/or property damage 1iabilily $2,000,000.000 in the aggregate. Products/completed operation, independent contractors, and contractual liability coverages are to be included. No exclusions for rigging, hoisting, explosions, collapse and/or underground. Completed operations coverage must remain in effect for a period of not less than 2 years after the completion of all work. "The City of Providence, Providence Water, its officers and agents are to name as an additional insured."
x	**Automobile Liability Insurance:** When any motor vehicles are used in connection with the work to be performed the Contractor shall maintain Automobile Liability Insurance with limits of not less $1,000,000.00 per occurrence, combined single limit, for bodily injury and property damage. "The City of Providence, Providence Water are to be named as additionally insured."
	Builder's Risk Policy: When a free standing unit is to be constructed or any addition to our facilities made in connection with the work specified, the Contractor must provide Builder's Risk Insurance or an Installation Floater covering all risks with limits equal to the award of the contract.
	Professional Liability Insurance: When any architects, engineers, or consulting firms perform work in connection with any contract, the contractor shall maintain Profession al Liability Insurance will1limits not less than $2,000,000.00 per occurrence and aggregate.

3. The insured name must be the same name as the name on the bid submitted.

4. Insurance Certificates should state the Title of Project to be performed.

5. Certificate must read “The City of Providence, Providence Water, its Officers and Agents are named as additional insured.”

6. Certificate Holder provision of the certificate must list “The City of Providence and Providence Water.”

7. Cancellation and/or reduction in coverage must provide 30 days' notice.

8. The successful bidder must produce a satisfactory Certificate of Insurance within 10 days after award. No work will begin or contract signed unless all these requirements are met. Failure to do so may result in the cancellation of the award and award to another bidder.

9. The insurances specified shall be carried until all work required to be performed under the terms of the CONTRACTOR's services are satisfactorily completed and for a period of at least two years after the date when final payment becomes due. Failure to carry or keep such insurance in force shall constitute a violation of the contract, and the Providence Water \ maintains the right to stop work and/or withhold payment until proper evidence is provided.

10. The insurance shall provide for 30 days’ prior written notice to be given to the Providence Water in the event coverage is substantially changed, canceled, or not renewed.

11. ln no case shall the coverage limits staled for Commercial General Liability, Automobile Liability, or Professional Liability insurance stated above be less than the total contract amount. If the total contract amount exceeds any stated limit, the limit shall be adjusted lo the satisfaction of the OWNER to the next highest $1,000,000.00 exceeding the total contract amount.

12. Providence Water maintains the right to modify, delete, alter or change these requirements.

13. The successful bidder understands and agrees that any insurance protection furnished by the CONTRACTOR hereunder shall in no way limit its responsibility to indemnify and save harmless Providence Water.

14. For additional Information contact Elizabeth Paquin at (401)521-6300 ext. 7227