



## **TOWN OF CENTREVILLE**

Queen Anne's County, Maryland

# **Columbarium** **at** **Chesterfield Cemetery**

## **Invitation of Bids**

<b>Documents Available:</b>	<b>May 18, 2018</b>
<b>Pre-bid Meeting</b>	<b>June 7, 2018 @ 1:00 p.m.</b>
<b>Proposal Due:</b>	<b>June 15, 2018 @ 1:00 p.m.</b>
<b>Location:</b>	<b>Centreville Town Hall 101 Lawyers Row Centreville, MD 21617</b>

**CONTACT:**

**Michael C. Whitehill, Project Administrator**  
**(c) 443-988-1947 or by e-mail - [michael@whitehillconsultingllc.com](mailto:michael@whitehillconsultingllc.com)**

**Town Hall  
101 Lawyers Row  
Centreville, MD 21617  
410-758-1180**

## Vicinity and Site Maps



Chesterfield Cemetery Columbarium.pdf

**(See attached)**



Columbarium Approx. Phase One.pdf

**(See attached)**



Columbarium Option Sketch.pdf

**(See attached)**

## **Bid Package Contents**

BID PACKAGE CONTENTS	Page 2
INVITATION FOR BIDS	Page 3
STANDARD BIDDING FORMS	Pages 4-9
GENERAL SPECIFICATIONS	Pages 10-11
INFORMATION TO BIDDERS	Pages 12-23

**Town of Centreville**  
**Invitation for Bids**

The Town of Centreville (the TOWN) is accepting sealed bids from qualified and interested bidders (the CONTRACTOR) for the following project:

**Chesterfield Cemetery Columbarium**

**Bid packages will be available May 25, 2018** from Town Hall. Town of Centreville, 101 Lawyers Row, Centreville, Maryland 21617. Telephone 410-758-1180, or found as a download in .pdf form on the Town's website: [www.TownofCentreville.org](http://www.TownofCentreville.org).

**A pre-bid meeting will be held June 7, 2018 @ 1:00 p.m.** at the Project Site located 406 South Liberty St. Centreville, MD. (See Vicinity Maps) Individuals interested in submitting a bid should contact the Town office for further information.

**Bids must be received at Town Hall by June 15, 2018 @ 1:00 p.m.** at which time they will be publicly opened and read aloud.

The Town of Centreville reserves the right to reject any and all bid proposals, to waive any requirements, to accept all or part of any proposal, and to negotiate with more than one bidder or as many bidders the Town may consider to be in the best interest of the TOWN. Award of the contract is subject to the approval of the Town Manager and Town Council of Centreville. Michael C. Whitehill, Project Administrator - (c) 443-988-1947 or by e-mail - [michael@whitehillconsultingllc.com](mailto:michael@whitehillconsultingllc.com) .

The Town of Centreville is an Equal Opportunity Employer. Discrimination based on age, race, sex, handicap or national origin is expressly prohibited.

**STANDARD PROPOSAL FORMS**

To: Town Manager, Town of Centreville

We hereby submit for your review the following proposal as requested by the Request for Proposals. This Proposal Form includes and incorporates all information and specifications as required by the CONTRACT DOCUMENTS, as described in "Information to Bidders", the same as if specifically written herein.

**TOWN OF CENTREVILLE**  
**Chesterfield Cemetery Columbarium**

BID AMOUNT Only Use Form on Page 5-7 for this item

BIDDER: \_\_\_\_\_

AGENT: \_\_\_\_\_

FIRM: \_\_\_\_\_

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

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

EMAIL: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
(Signature of Authorized Agent)

\_\_\_\_\_  
(Title)

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

Additional Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_

ACCEPTED:  
  
\_\_\_\_\_  
Steve Walls, Town Manager  
Town of Centreville

# **PROPOSAL FORM**

## **BASE PROPOSAL**

The TOWN is seeking proposals for the installation of a columbarium for the enhancement of interment options at The Town of Centreville's Chesterfield Cemetery.

### **Chesterfield Cemetery Columbarium**

Work to include, but not be limited to, providing a 64 niche granite columbarium unit (32 per side), with the base, the foundation, and the complete installation at the location shown in the Vicinity and Site Maps. Columbarium to be steeled granite with full warranty. Each niche is to accommodate two souls. The granite color palette is to be presented with the bid, but a single price for all granite color options shall be included in the base bid. Cover shutters (with color palette), single and duplex name lettering templates and costs for those on call lettering services are to be included in the bid. No walkways or pavers are to be included at this time. The Town anticipates this to be Phase One of future columbaria work.

#### **TOTAL LUMP SUM NOT TO EXCEED BID:**

**Numbers: \$** \_\_\_\_\_

**Price spelled out in Words:**

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## **REQUIRED SUPPLEMENTAL INFORMATION**

1. To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of the TOWN'S request, written evidence of types such as financial data, previous experience, references, and evidence of authority to conduct business in the jurisdiction where the Project is located to the satisfaction of the TOWN.
2. Certification (self-certification) that the bidder attended the mandatory site visit and pre-bid conference.

**AFFIDAVIT OF QUALIFICATION TO BID**

I hereby affirm that

1. I am the (Title)\_\_\_\_\_ and the duly authorized representative of the Company of (Name of Corporation) \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
  
2. Except as described in paragraph 3 below, neither I nor the above firm, nor to the best of my knowledge, any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).
  
3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date, court, position with the firm, and the sentence or disposition, if any).  
\_\_\_\_\_  
\_\_\_\_\_

I acknowledge that this affidavit is to be furnished to The Town Council of Centreville, the Town Attorney, and where appropriate, the Attorney General under Section 16D of Article 78A of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, The Town Council of Centreville may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

(Signature)\_\_\_\_\_ (Date).  
\_\_\_\_\_

**NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the

\_\_\_\_\_  
(Title)

and the duly authorized representative of the firm of

\_\_\_\_\_,  
whose address is  
\_\_\_\_\_  
\_\_\_\_\_

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm or any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offer or herein or any competitor, or otherwise taken into action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed or Typed Name)



**SIGNATURE FORM**

Name of Bidder: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_

Street Name & Number: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

Bidders Federal Employers Identification No.: \_\_\_\_\_

Bidders Maryland Professional Engineers License No.: \_\_\_\_\_

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

Proposed Subconsultants / Subcontractors

Portion of Work to Be Performed

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# GENERAL SPECIFICATIONS

## 1. GENERAL REQUIREMENT:

- A. The TOWN is seeking proposals for the installation of a columbarium for the enhancement of interment options at The Town of Centreville's Chesterfield Cemetery.
- B. TOWN reserves the right to determine acceptability of any bid according to the contract documents and as the best interests of the TOWN may be served.

## 2. SCOPE OF WORK:

The specific scope of services is as follows:

- A. Provide TOWN construction schedule.
- B. Coordinate with local utility companies and Delmarva Power if needed.
- C. Work area is to be confined to the area on the Cemetery grounds designated during the pre-bid meeting.
- D. Contact and coordinate with Town of Centreville Department of Public Works and "Miss Utilities" for location of underground utilities (near existing structures) no later than 2 days prior to installation
- E. Schedule and conduct preconstruction meeting with the TOWN and the Project Administrator
- F. All work shall be performed in compliance with in accordance with The Town of Centreville Standards, Town of Centreville Building Code, and as specified herein.

## 3. SCHEDULE

Work under this contract shall begin upon the TOWN issuing a notice to proceed. The TOWN reserves the right to expand the scope of services, as appropriate, after negotiating with the successful bidder for the additional services. Changes in negotiated scope may also result in changes in the schedule, if mutually agreeable to the TOWN and the CONTRACTOR.

## 4. PAYMENTS

Payments for work completed under this contract shall be made on a monthly basis and shall be subject to approval of the Town Manager.

Payments shall be based on invoices provided by the contractor covering work completed in the prior month.

Payments shall be made to the contractor within 30 days of receipt of invoice, subject to the approval of the Town Manager.

**5. INTERPRETATION OF CONTRACTUAL PROVISIONS:**

In the event that there is a discrepancy in the contract documents between the special provisions, general specifications, and information to bidders, the following order of priority will be used to resolve the conflict:

- 1) General Specifications
- 2) Information to Bidders

In the event of a disagreement as to the interpretation of application of this contract, an arbitration board shall be set up to arbitrate and resolve any disagreement and/or help interpret the provisions. The board shall have one person appointed by the Town, one person appointed by the vendor, and a third person to be selected by the two previously named. The ruling of any two members of the arbitration to board will be binding on both parties.

**6. PROFESSIONAL STANDARDS:**

All work is to be performed in a workmanlike manner in accordance with The Town of Centreville Standards and Specifications, Town of Centreville Building Codes and Building Permit, and minimum standard practices. (As they may apply).

**7. LICENSING AND CERTIFICATIONS:**

Successful bidders working under this contract shall have current licenses and certifications as may be required under federal, state and local laws and regulations for the work to be completed.

Successful bidders will be required to produce documentation of applicable licenses and certifications prior to beginning work under this contract.

**8. PERMITS:**

Contractor is responsible for obtaining and maintaining all building permits and electrical permits as may apply. (As they may apply).

**9. INSURANCE CERTIFICATE:**

Prior to beginning work under this contract, successful bidders will be required to submit a certificate of insurance indicating levels of coverage applicable under their current policies.

**10. BASIS OF AWARD:**

The TOWN reserves the right to award this contract on the basis of price and / or qualifications for completing the project.

# **INFORMATION TO BIDDERS**

## **INFORMATION TO BIDDERS**

	<b><u>SECTION</u></b>
GENERAL	1
CHANGES TO CONTRACT DOCUMENTS	2
BID INSTRUCTIONS	3
BID OPENING	4
BID PROCEDURE	5
OMISSION OF SPECIFICATIONS	6
BID FORMS	7
BID SECURITY	8
DELIVERY	9
WAIVER OF TECHNICALITIES	10
CONTRACT AWARD	11
TAX EXEMPTION	12
BASIS OF AWARD	13
MODIFICATION OR WITHDRAWAL OF BIDS	14
VENDORS ABILITY	15
PAYMENT TERMS	16
PERFORMANCE BOND	17
SUBSTITUTIONS	18
ADDENDA	19

	<u>SECTION</u>
ALTERNATE	20
CONTRACT DOCUMENTS	21
BUDGET FUNDING	22
PURCHASE ORDER	23
TRADE AND BRAND NAMES	24
FEDERAL ASSISTANCE	25
WARRANTY	26
EQUAL OPPORTUNITY EMPLOYMENT	27
RESERVATION	28
DELIVERY SCHEDULE	29
PRODUCT LITERATURE	30
EXCEPTIONS TO BID SPECIFICATION	31
DELIVERY PROVISIONS	32
INTERPRETATION OF CONTRACT DOCUMENTS	33

## **INFORMATION TO BIDDERS**

### **SECTION 1.**

#### **GENERAL**

The TOWN is accepting Sealed Bid Proposals for the work described in the specifications above.

### **SECTION 2.**

#### **CHANGES TO CONTRACT DOCUMENTS**

Changes to the CONTRACT DOCUMENTS shall be made only in writing and copies will be mailed to all known perspective bidders and/or be made available via e-mail from the Project Administrator or found on the Town's Website. Bidders obtaining Contract Documents from the Town's website must send a statement of interest to the Town to be included on the prospective bidders list. The Town Council (the TOWN) assumes no responsibility for verbal instructions or interpretations. The CONTRACT DOCUMENTS contain the provisions required for the CONTRACT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him/her from fulfilling any of the conditions of the contract.

### **SECTION 3.**

#### **BID INSTRUCTIONS**

Bids shall be submitted to the Town of Centreville, Town Manager, 101 Lawyers Row, Centreville, Maryland 21617. Bids must be received by no later than the date and time listed on the Invitation to Bid. All proposals must be in the sealed envelope provided with the Bid Documents. Bids will be opened and read publicly immediately after the deadline for Bid acceptance.

### **SECTION 4.**

#### **BID OPENINGS**

All bids will be opened and publicly read by the Town Manager or his designee at 101 Lawyers Row, Centreville, Maryland 21617

### **SECTION 5.**

#### **BID PROCEDURE**

The TOWN reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and

evaluation, to not be responsible. The TOWN may also reject the Bid of any Bidder if the TOWN believes that it would not be in the best interest of the Project to make an award to that Bidder. The TOWN also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. The TOWN also reserves the right to negotiate with more than one bidder or as many bidders the Town may consider to be in the best interest of the TOWN.

More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

In evaluating Bids, The TOWN will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

In evaluating Bidders, The TOWN will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

The TOWN may conduct such investigations as The TOWN deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

If the Contract is to be awarded, the TOWN will award the Contract to the Bidder whose Bid is in the best interests of the Project.

Bids from Contractors not registered present at the mandatory pre-bid meeting will not be opened.

## **SECTION 6.**

### **OMISSION OF SPECIFICATIONS**

The omission of the buyer/owner of any specifications or details of any specification, which would normally apply to the products of service herein stated, shall not relieve the bidder from fulfilling those required specifications needed to provide an end product, service or workmanship best suited to the intended purpose. The best commercial practices are to prevail and only materials of first quality, correct type, size and design are to be used. Workmanship shall be of first quality. All parts and equipment, whether specified herein or not, shall be rated to meet or exceed the maximum rating required by the product or service and its maximum intended purpose.



## SECTION 7.

### BID FORMS

All Bids must be made on the attached Standard Bidding Forms. All blank spaces for the bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. A conditional or qualified bid will not be acceptable. The base price on the bid form shall be the total cost of the item(s) being bid in accordance with the Invitation to Bid and specifications in the contract documents. Alternates shall only be used to reflect increases or decreases in the base bid price. Only those alternates which are specifically requested by the Town will warrant consideration.

## SECTION 8. REQUIRED BID SECURITY AND INSURANCE

BID SECURITY (Not Applicable to this Project)

### INSURANCE CERTIFICATE

The CONTRACTOR and subcontractors must obtain at its own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The CONTRACTOR'S insurance shall be primary. Within five (5) days after contract award the CONTRACTOR shall submit to the Town of Centreville, Attn: Town Clerk, Centreville Town Hall, 101 Lawyers Row, Centreville, MD 21617 a certificate of insurance with all endorsements.

In no event may the insurance coverage be less than shown below. Unless otherwise described in this contract the successful contractor shall be required to maintain for the life of the contract and to furnish the Town evidence of insurance as follows:

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. <b>Workers' Compensation</b> 2. <b>Employers' Liability</b>	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$500,000 policy limits  Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <b>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement signed and dated.</b>
3. <b>Commercial General Liability</b>	Each Occurrence: \$1,000,000	Town shall be listed as additional insured provided 30 day notice of cancellation or

a. Bodily Injury b. Property Damage		material change in coverage. <b>CG 20 37 07 04 and CG 20 10 07 04 forms to be signed and dated.</b>
c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Complete d Operations g. Personal Injury		
<b>4. Automobile Liability</b> a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	Town shall be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <b>Form CA20 48 02 99 form to be signed and dated.</b>
<b>5. Excess/Umbrella Liability</b>	Each Occurrence / Aggregate: \$1,000,000	Town shall be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
<b>6. Professional Liability</b>	Each Occurrence / Aggregate: \$1,000,000	

**SECTION 9.**

DELIVERY

Not applicable

**SECTION 10.**

WAIVER OF TECHNICALITIES

The TOWN reserves the right to waive formalities or technicalities in bids acting on behalf of the best interest of TOWN.

**Section 11.**

CONTRACT AWARD

It is the intent of the TOWN to award a contract using the criteria provided herein within 30 calendar days following the bid opening. Acceptance of a bid proposal and award of the contract is subject to the approval of the Town Council and the Town Manager. The TOWN reserves the right to reject any and/or all bids.

## **SECTION 12.**

### TAX EXEMPTION

The Town of Centreville is exempt from paying all Federal, State and Local Tax.

## **SECTION 13.**

### BASIS OF AWARD

1. Lowest responsive and responsible price as indicated by the total price on the bid form(s), assuming qualifications to perform work are adequately shown and / or verified.
2. Compliance with specifications and competence
3. Compliance with terms of Bid Package.

## **SECTION 14.**

### MODIFICATION OR WITHDRAWAL OF BIDS

1. Pre-Opening Modification or Withdrawal of Bids
  - a) Procedure - Bids may be modified or withdrawn by written notice received by the Town Manager before the time and date set for bid opening.
  - b) Disposition of Bid Bond - If a Bid is withdrawn in accordance with this regulation, the Bid Bond, if any, shall be returned to the bidder.
2. Late Bids, Late Withdrawals and Late Modifications
  - a) Policy - Any Bid, request for Withdrawal, or request for Modification received at the place designated in the invitation for bids after the time and date set for receipt and opening of bids is late.
  - b) Treatment - A Late Bid may not be considered under any circumstances and will be mailed to the bidder's last known address unopened. Late Modifications and Late Withdrawals may be considered by the TOWN and allowed if in the best interest of the TOWN.

## **SECTION 15.**

### VENDORS ABILITY

The TOWN may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish the TOWN all such information and data deemed necessary by owner for this purpose.

## **SECTION 16.**

### PAYMENT TERMS

Payment will be made for properly approved purchase orders supported by an invoice for work performed in accordance with these specifications.

## **SECTION 17.**

PERFORMANCE BOND                      N/A to this Project

## **SECTION 18.**

SUBSTITUTIONS                              N/A to this Project

## **SECTION 19.**

### ADDENDA

Addenda and or answers to interrogatories made at the mandatory pre-bid meeting will be e-mailed to all vendors who are known to have received a complete set of bidding documents and to have attended the Mandatory pre-bid meeting. Copies of Addenda/ Answers to Interrogatories will be made available for inspection wherever Bidding Documents are on file for that purpose. No Addenda will be issued later than two (2) working days prior to the posted date for receipt of bids except an Addendum withdrawing the request for bids or one which includes postponement or extension of the date for receipt of bids.

## **SECTION 20.**

### ALTERNATES

An alternate is a dollar amount to be added to or subtracted from the base bid price. The Town Council may request alternate prices to compare various options that may be in their best interest. The Town shall have the right to accept Alternates in any order or combination, and to determine the low bidder on the basis of the Base Bid and Alternates accepted.

## **SECTION 21.**

### CONTRACT DOCUMENTS

The Contract Documents shall include the Invitation to Bid, Standard Bidding Forms, Specifications, Information to Bidders, BID Envelope and Addenda and/or any other documents which are clearly intended to be a part of this contract.

## **SECTION 22.**

### BUDGET FUNDING

This project if funded wholly by the Town of Centreville

## **SECTION 23.**

### PURCHASE ORDER

Not Applicable

## **SECTION 24.**

### TRADE AND BRAND NAMES

Except as provided for in Section 31 below, the use of or references to any trade or brand names in this bid package shall be solely for the purpose of establishing a standard, and shall in no ways infer that other trade and brand names will not be acceptable.

## **SECTION 25.**

### FEDERAL ASSISTANCE

The TOWN shall comply with Title VI of the Civil Rights Act of 1964 which provides that no person shall be denied on the grounds of race, color or natural origin, be excluded from, be denied the benefits of, or discriminated against under any program or activity receiving Federal financial assistance.

## **SECTION 26.**

### WARRANTY

- (a) In addition to any other warranties in this contract, the CONTRACTOR warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the CONTRACTOR or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the TOWN takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the TOWN takes possession.
- (c) The CONTRACTOR shall remedy at the CONTRACTOR 'S expense any failure to conform, or any defect. In addition, the CONTRACTOR shall remedy at the CONTRACTOR'S expense any damage to TOWN -owned or controlled real or personal property, when that damage is the result of—
  - (1) The CONTRACTOR 'S failure to conform to contract requirements; or
  - (2) Any defect of equipment, material, workmanship, or design furnished.

- (d) The CONTRACTOR shall restore any work damaged in fulfilling the terms and conditions of this clause. The CONTRACTOR'S warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The TOWN shall notify the CONTRACTOR, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the CONTRACTOR fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the TOWN shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the CONTRACTOR'S expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the CONTRACTOR shall—
  - 1. Obtain all warranties that would be given in normal commercial practice;
  - 2. Require all warranties to be executed, in writing, for the benefit of the TOWN, if directed by the TOWN; and
  - 3. Enforce all warranties for the benefit of the TOWN, if directed by the TOWN.
- (h) In the event the CONTRACTOR'S warranty under paragraph (b) of this clause has expired, the TOWN may bring suit at its expense to enforce a subcontractor's, manufacturers, or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the CONTRACTOR or subcontractor or supplier at any tier, the CONTRACTOR shall not be liable for the repair of any defects of material or design furnished by the TOWN nor for the repair of any damage that result from any defect in TOWN -furnished material or design.
- (j) This warranty shall not limit the TOWN'S rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

## **SECTION 27.**

### EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin, or age. The bidder affirms this by submission of the bid form.

## **SECTION 28.**

### RESERVATION

The TOWN reserves the right to increase or decrease quantities and/or phasing at their discretion.

## **SECTION 29.**

### DELIVERY SCHEDULE

The Bidder is required to state on the Standard Bidding Form their most accurate date of delivery.

## **SECTION 30.**

### PRODUCT LITERATURE

Bidders may be required to supply the Town with submittals, materials, and/or equipment after bid opening and prior to Award of Bid.

## **SECTION 31.**

### EXCEPTIONS TO BIDS SPECIFICATIONS

Any bidder taking an exception to requested specifications must make these exceptions, clear and in writing, on the specification bidding forms. Additional information regarding exceptions can be attached to the sealed bid proposal. However, this section is not to be construed that TOWN is obligating themselves to accept anything other than the Specifications requested elsewhere in this Bid Proposal.

## **SECTION 32.**

### DELIVERY PROVISIONS

Not applicable

## **SECTION 33.**

### INTERPRETATION OF CONTRACT DOCUMENTS

In the case of a discrepancy between any of the materials contained in the contract documents, the order of priority determining the TOWN'S interpretation is as follows: 1) Special Provisions, 2) General Specifications, 3) Detailed Specifications and 4) Information to Bidders.