

Patricia A. Peshka  
Purchasing Agent



**City of Warwick**

Scott Avedisian  
Mayor

Purchasing Division  
3275 Post Road  
Warwick, Rhode Island 02886  
Tel (401) 738-2000 Ext. 6240  
Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website Thursday, September 15, 2016. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK  
BIDS REQUESTED FOR**

**Bid2017-127 Annual Bituminous Concrete & Portland Cement as Needed  
Repair Services for Sidewalks & Roadways**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Thursday, September 15, 2016.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Wednesday, September 28, 2016. The bids will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, extension 6241 at least 48 hours in advance of the bid opening date.

**Original Signature on File**

Patricia A. Peshka  
Purchasing Agent

**PLEASE SUBMIT THIS PAGE WITH YOUR BID**

**Acknowledgement of Addendum (if applicable)**

| <b>Addendum Number</b> | <b>Signature of Bidder</b> |
|------------------------|----------------------------|
| _____                  | _____                      |
| _____                  | _____                      |

COMPANY NAME: \_\_\_\_\_

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

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

BIDDER'S SIGNATURE: \_\_\_\_\_

BIDDER'S NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_\*

\*Please include your email address. Future bids will be emailed, unless otherwise noted.

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**II. AWARD AND CONTRACT:**

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: \_\_\_\_\_  
Bid2017-127 Purchasing Agent

**CERTIFICATION & WARRANT FORM\***

**This form must be completed and submitted with sealed bid.  
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statues, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**\*This form cannot be altered in any way**

**CITY OF WARWICK  
NOTICE TO BIDDERS**

**Bid2017-127 Annual Bituminous Concrete & Portland Cement as Needed  
Repair Services for Sidewalks & Roadways**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Thursday, September 15, 2016.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Wednesday, September 28, 2016. The bids will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 10:10 AM, Monday, June 6, 2016. The bids will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids shall be accepted via facsimile or email.

The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the

City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2017-127 Annual Bituminous Concrete & Portland Cement as Needed Repair Services for Sidewalks & Roadways."

Should you have any questions, please contact Daniel O'Rourke, Water Division, 935 Sandy Lane, Warwick, RI at 401-738-2000, extension 6604.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 attached should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

Prices to be held firm December 23, 2016 through December 22, 2017. Term contracts may be extended for one additional term upon mutual agreement unless otherwise stated.

The successful bidder must provide the City of Warwick with an original certificate of insurance, or email a copy to bids@warwickri.com, for General Liability and Automobile Liability in a minimum amount of \$5 million, naming the **City of Warwick as the additional insured** and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated Certificate of Insurance upon expiration of the original certificate.

The successful bidder must furnish a performance and payment bond in the amount of \$20,000.00. Performance bond must be written to remain in effect until termination of the two (2) year warranty period in conjunction with the last repair work completed under the contract.

Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

When a bid is awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a Certificate of Good Standing from **The Rhode Island Secretary of State** dated no more than thirty (30) days prior to the date upon which the bid award was made. **Please note that no other State's Certificate of Good Standing will be accepted.**

Certificates may be mailed to City of Warwick, Purchasing Division, 3275 Post Rd., Warwick, RI 02886 or emailed to bids@warwickri.com. Please reference the bid number in your response.

The successful bidder will provide said State of Rhode Island's Certificate of Good Standing and Certificate of Insurance and bonds within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

The successful bidder must comply with all Rhode Island Labor Laws, Chapter 37-12-13, and all other applicable Local, State and Federal Laws.

Prevailing Wages will apply to this bid. Current rates may be viewed at <http://www.dlt.state.ri.us/pw>.

General Decision Number: RI160001 09/02/2016 RI1

Superseded General Decision Number: RI20150001

State: Rhode Island

Construction Types: Building, Heavy (Heavy and Marine) and Highway

Counties: Rhode Island Statewide.

**BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) HEAVY, HIGHWAY AND MARINE CONSTRUCTION PROJECTS**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/08/2016       |
| 1                   | 01/15/2016       |
| 2                   | 01/29/2016       |
| 3                   | 02/12/2016       |

|    |            |
|----|------------|
| 4  | 02/19/2016 |
| 5  | 03/04/2016 |
| 6  | 03/11/2016 |
| 7  | 04/01/2016 |
| 8  | 05/06/2016 |
| 9  | 06/03/2016 |
| 10 | 06/10/2016 |
| 11 | 06/17/2016 |
| 12 | 06/24/2016 |
| 13 | 08/12/2016 |
| 14 | 09/02/2016 |

ASBE0006-006 06/01/2015

Rates Fringes

HAZARDOUS MATERIAL HANDLER  
 (Includes preparation,  
 wetting, stripping, removal  
 scrapping, vacuuming, bagging  
 & disposing of all insulation  
 materials, whether they  
 contain asbestos or not, from  
 mechanical systems).....\$ 31.63 18.30

ASBE0006-008 09/01/2015

Rates Fringes

Asbestos Worker/Insulator  
 Includes application of  
 all insulating materials,  
 protective coverings,  
 coatings & finishes to all  
 types of mechanical systems.\$ 39.43 25.65

BOIL0029-001 01/01/2016

Rates Fringes

BOILERMAKER.....\$ 41.62 24.42

BRR10003-001 06/01/2016

Rates Fringes

Bricklayer, Stonemason,

Pointer, Caulker & Cleaner.....\$ 37.38      24.73

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\* BRR10003-002 09/01/2016

|  | Rates    | Fringes |
|--|----------|---------|
| Marble Setter, Terrazzo<br>Worker & Tile Setter..... | \$ 37.16 | 25.80   |

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\* BRR10003-003 09/01/2016

|  | Rates    | Fringes |
|--|----------|---------|
| Marble, Tile & Terrazzo<br>Finisher..... | \$ 31.32 | 24.65   |

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CARP0094-001 06/06/2016

|   | Rates    | Fringes |
|---|----------|---------|
| CARPENTER (Includes Soft<br>Floor Layer)..... | \$ 34.91 | 25.85   |
| Diver Tender.....                             | \$ 35.91 | 25.85   |
| DIVER.....                                    | \$ 46.71 | 25.85   |
| Piledriver.....                               | \$ 34.91 | 25.85   |
| WELDER.....                                   | \$ 35.91 | 25.85   |

FOOTNOTES:

When not diving or tending the diver, the diver and diver tender shall receive the piledriver rate. Diver tenders shall receive \$1.00 per hour above the pile driver rate when tending the diver.

Work on free-standing stacks, concrete silos & public utility electrical power houses, which are over 35 ft. in height when constructed: \$.50 per hour additional.

Work on exterior concrete shear wall gang forms, 45 ft. or more above ground elevation or on setback: \$.50 per hour additional.

The designated piledriver, known as the "monkey": \$1.00 per hour additional.

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CARP1121-002 04/01/2016

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 34.95 | 26.77   |

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 ELECC0099-002 06/01/2016

|                                | Rates    | Fringes      |
|--------------------------------|----------|--------------|
| ELECTRICIAN.....               | \$ 36.83 | 58.39%       |
| Teledata System Installer..... | \$ 27.62 | 13.42%+13.57 |

FOOTNOTES:

Work of a hazardous nature, or where the work height is 30 ft. or more from the floor, except when working OSHA-approved lifts: 20% per hour additional.

Work in tunnels below ground level in combined sewer outfall: 20% per hour additional.

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 ELEV0039-001 01/01/2016

|                        | Rates    | Fringes    |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 47.37 | 29.985+A+B |

FOOTNOTES:

A. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

B. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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 ENGI0057-001 05/31/2016

|  | Rates | Fringes |
|--|-------|---------|
| Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, |       |         |

docks, bridges, wind turbines, subterranean & other marine and heavy construction work)

|              |          |         |
|--------------|----------|---------|
| GROUP 1..... | \$ 36.15 | 24.85+a |
| GROUP 2..... | \$ 31.77 | 24.85+a |
| GROUP 3..... | \$ 28.92 | 24.85+a |
| GROUP 4..... | \$ 35.20 | 24.85+a |
| GROUP 5..... | \$ 26.00 | 24.85+a |
| GROUP 6..... | \$ 20.00 | 24.85+a |
| GROUP 7..... | \$ 31.85 | 24.85+a |
| GROUP 8..... | \$ 35.77 | 24.85+a |

a. BOOM LENGTHS, INCLUDING JIBS:

- 150 feet and over + \$ 2.00
- 180 feet and over + \$ 3.00
- 210 feet and over + \$ 4.00
- 240 feet and over + \$ 5.00
- 270 feet and over + \$ 7.00
- 300 feet and over + \$ 8.00
- 350 feet and over + \$ 9.00
- 400 feet and over + \$10.00

a. PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTES:

Hazmat work: \$2.00 per hour additional.  
Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Digging machine, Ross Carrier, crane, lighter, locomotive, derrick, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, graders, front end loader (3 yds. and over), vibratory hammer & vacuum truck, roadheaders, forklifts, economobile type equipment, tunnel boring machines, concrete pump and on site concrete plants.

GROUP 2: Fireman & oiler.

GROUP 3: Oiler on crawler backhoe.

GROUP 4: Bulldozer, bobcats, skid steer loader, tractor, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile-powered sweeper (3-yd. capacity), 8-ft. sweeper minimum 65 HP).

GROUP 5: Well-point installation crew.

GROUP 6: Utility Engineers and Signal Persons

GROUP 7: Heater, concrete mixer, stone crusher, welding machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 8: Boat & tug operator.

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ENGI0057-002 05/02/2016

|  | Rates    | Fringes |
|--|----------|---------|
| Power Equipment Operator<br>(highway construction<br>projects; water and sewerline<br>projects which are incidental<br>to highway construction<br>projects; and bridge projects<br>that do not span water) |          |         |
| GROUP 1.....   | \$ 31.30 | 24.85+a |
| GROUP 2.....   | \$ 26.00 | 24.85+a |
| GROUP 3.....   | \$ 20.00 | 24.85+a |
| GROUP 4.....   | \$ 26.58 | 24.85+a |
| GROUP 5.....   | \$ 30.28 | 24.85+a |
| GROUP 6.....   | \$ 29.90 | 24.85+a |
| GROUP 7.....   | \$ 25.55 | 24.85+a |
| GROUP 8.....   | \$ 26.93 | 24.85+a |
| GROUP 9.....   | \$ 28.88 | 24.85+a |

a. FOOTNOTE: a. Any employee who works three days in the week in which a holiday falls shall be paid for the holiday.

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Digging machine, crane, piledriver, lighter, locomotive, derrick, hoist, boom truck, John Henry's, directional drilling machine, cold planer, reclaimer, paver, spreader, grader, front end loader (3 yds. and over), vacuum truck, test boring machine operator, veemere saw, water blaster, hydro-demolition robot, forklift, economobile, Ross Carrier, concrete pump operator and boats

GROUP 2: Well point installation crew

GROUP 3: Utility engineers and signal persons

GROUP 4: Oiler on cranes

GROUP 5: Combination loader backhoe, front end loader (less than 3 yds.), forklift, bulldozers & scrapers and boats

GROUP 6: Roller, skid steer loaders, street sweeper

GROUP 7: Gas and electric drive heater, concrete mixer, light plant, welding machine, pump & compressor

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

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ENGI0057-003 05/31/2016

BUILDING CONSTRUCTION

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| GROUP 1.....             | \$ 35.42 | 24.85+a |
| GROUP 2.....             | \$ 35.20 | 24.85+a |
| GROUP 3.....             | \$ 31.20 | 24.85+a |
| GROUP 4.....             | \$ 28.35 | 24.85+a |
| GROUP 5.....             | \$ 34.50 | 24.85+a |
| GROUP 6.....             | \$ 34.07 | 24.85+a |
| GROUP 7.....             | \$ 31.39 | 24.85+a |

a. BOOM LENGTHS, INCLUDING JIBS:

150 ft. and over: + \$ 2.00

180 ft. and over: + \$ 3.00  
210 ft. and over: + \$ 4.00  
240 ft. and over: + \$ 5.00  
270 ft. and over: + \$ 7.00  
300 ft. and over: + \$ 8.00  
350 ft. and over: + \$ 9.00  
400 ft. and over: + \$10.00

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTE: Hazmat work: \$2.00 per hour additional.  
Tunnel/Shaft work: \$5.00 per hour additional.

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Digging machine, Ross carrier, crane, boomtrucks, lighter, locomotive, derrick, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 2: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 3: Fireman & oiler

GROUP 4: Oiler on crawler backhoe

GROUP 5: Bulldozer, skid steer loaders, bobcats, tractor, grader, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile powered sweeper (3 yds. capacity), 8-ft. sweeper (minimum 65 hp)

GROUP 6: Well point installation crew

GROUP 7: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

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IRON0037-001 03/16/2016

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 34.01 | 25.22   |

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LABO0271-001 06/05/2016

BUILDING CONSTRUCTION

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| GROUP 1..... | \$ 29.20 | 23.80   |
| GROUP 2..... | \$ 29.45 | 23.80   |
| GROUP 3..... | \$ 29.95 | 23.80   |
| GROUP 4..... | \$ 30.20 | 23.80   |
| GROUP 5..... | \$ 31.20 | 23.80   |

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

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LABO0271-002 06/05/2016

HEAVY AND HIGHWAY CONSTRUCTION

|                | Rates | Fringes |
|----------------|-------|---------|
| LABORER        |       |         |
| COMPRESSED AIR |       |         |

|   |          |       |
|---|----------|-------|
| Group 1.....  | \$ 46.63 | 21.80 |
| Group 2.....  | \$ 36.15 | 21.80 |
| Group 3.....  | \$ 48.63 | 21.80 |
| FREE AIR  |          |       |
| Group 1.....  | \$ 38.70 | 21.80 |
| Group 2.....  | \$ 36.15 | 21.80 |
| Group 3.....  | \$ 40.70 | 21.80 |
| LABORER   |          |       |
| Group 1.....  | \$ 29.20 | 21.80 |
| Group 2.....  | \$ 29.45 | 21.80 |
| Group 3.....  | \$ 30.20 | 21.80 |
| Group 4.....  | \$ 22.70 | 21.80 |
| Group 5.....  | \$ 31.20 | 21.80 |
| OPEN AIR CAISSON,<br>UNDERPINNING WORK AND<br>BORING CREW |          |       |
| Bottom Man.....   | \$ 35.20 | 21.80 |
| Top Man & Laborer.....                                    | \$ 34.25 | 21.80 |
| TEST BORING   |          |       |
| Driller.....  | \$ 35.65 | 21.80 |
| Laborer.....  | \$ 34.25 | 21.80 |

#### LABORER CLASSIFICATIONS

GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries

GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping tamper; Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

#### LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the "HOT" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the "HOT" zone

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PAIN0011-005 06/01/2015

|   | Rates    | Fringes |
|---|----------|---------|
| PAINTER   |          |         |
| Brush, Roller, Taper, Wall<br>Coverer.....                      | \$ 31.52 | 19.35   |
| Epoxy, Tanks, Towers,<br>Swing Stage & Structural<br>Steel..... | \$ 33.52 | 19.35   |
| Spray, Sand & Water<br>Blasting.....                            | \$ 32.52 | 19.35   |

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PAIN0011-006 06/01/2016

| Rates | Fringes |
|-------|---------|
|-------|---------|

GLAZIER.....\$ 35.58      20.15

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

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PAIN0011-011 06/01/2016

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Painter (Bridge Work)..... | \$ 46.95 | 20.15   |

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PAIN0035-008 06/01/2011

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Sign Painter..... | \$ 24.79 | 13.72   |

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PLAS0040-001 12/01/2015

BUILDING CONSTRUCTION

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 32.30 | 26.20   |
| PLASTERER.....                    | \$ 33.00 | 25.50   |

FOOTNOTE: Cement Mason: Work on free swinging scaffolds under 3 planks width and which is 20 or more feet above ground and any offset structure: \$.30 per hour additional.

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PLAS0040-002 07/19/2015

HEAVY AND HIGHWAY CONSTRUCTION

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 29.10 | 20.95   |

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PLUM0051-002 03/01/2016

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Plumbers and Pipefitters.....\$ 37.38 28.20

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ROOF0033-004 06/01/2016

Rates Fringes

ROOFER.....\$ 34.03 22.34

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SFRI0669-001 04/01/2016

Rates Fringes

SPRINKLER FITTER.....\$ 42.62 20.77

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SHEE0017-002 06/01/2016

Rates Fringes

Sheet Metal Worker.....\$ 34.46 33.53

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TEAM0251-001 08/01/2015

HEAVY AND HIGHWAY CONSTRUCTION

Rates Fringes

TRUCK DRIVER

|               |          |               |
|---------------|----------|---------------|
| GROUP 1.....  | \$ 26.71 | 21.3225+A+B+C |
| GROUP 2.....  | \$ 26.86 | 21.3225+A+B+C |
| GROUP 3.....  | \$ 26.91 | 21.3225+A+B+C |
| GROUP 4.....  | \$ 26.96 | 21.3225+A+B+C |
| GROUP 5.....  | \$ 27.06 | 21.3225+A+B+C |
| GROUP 6.....  | \$ 27.46 | 21.3225+A+B+C |
| GROUP 7.....  | \$ 27.66 | 21.3225+A+B+C |
| GROUP 8.....  | \$ 27.16 | 21.3225+A+B+C |
| GROUP 9.....  | \$ 27.41 | 21.3225+A+B+C |
| GROUP 10..... | \$ 27.21 | 21.3225+A+B+C |

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.

B. Employee who has been on the payroll for 1 year or more

but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

C. Employees on the seniority list shall be paid a one hundred dollar (\$100.00) bonus for every four hundred (400) hours worked, up to a maximum of five hundred dollars (\$500.00)

All drivers working on a defined hazard material job site shall be paid a premium of \$2.00 per hour over applicable rate.

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up trucks, station wagons, & panel trucks

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

GROUP 7: Trailers when used on a double hook up (pulling 2 trailers)

GROUP 8: Special earth-moving equipment, under 35 tons

GROUP 9: Special earth-moving equipment, 35 tons or over

GROUP 10: Tractor trailer

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

**The successful bidder must adhere to all City, State and Federal Laws, where applicable.**

Department of Public Works  
Annual Bituminous Concrete & Portland Cement  
As Needed Repair Services for  
Sidewalks and Roadways  
Instructions to Bidders

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ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 Bidders may be investigated by Warwick Water Division to determine if they are qualified to perform the work. All bidders shall be prepared to submit the Water Division upon request, written evidence of such information and data necessary to make the determination.
- 1.2 The investigation of a Bidders will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure the Water Division that the products or services will be delivered in accordance with the terms of the purchase orders and the Bituminous Concrete and Portland Cement Repair Services for Sidewalks and Roadway documents.
- 1.3 No Bidder may be considered if they are indebted to the City of Warwick for any unresolved issues regarding unpaid invoices issued by the City of Warwick or services and materials owed to the City of Warwick.
- 1.4 In evaluating Bids, the Water Division will consider the qualifications of only those Bidders who's Bids are in compliance with the prescribed requirements and the advertisement for bids.
- 1.5 The Water Division reserves the right to reject any Bid, or parts thereof, if the evidence submitted by, or the investigation of, such Bidders fails to satisfy the City of Warwick Water Division that such Bidders are properly qualified to carry out the obligations of the Bituminous Concrete and Portland Cement Repair Services for Sidewalks and Roadway Documents and to complete the Work contemplated therein.

## ARTICLE 2. COPIES OF DOCUMENTS

- 2.1 Before submitting a Bid, each Bidder must examine the bid Documents thoroughly, and familiarize themselves with the Federal, State, City and Town requirements concerning sidewalk and roadway repairs, along with all the specifications contained in the RIDOT standard specifications for road and bridge construction relative to paving and sidewalk repairs.
- 2.2 Bid prices must reflect adherence to the provisions of State Labor Laws concerning payment of prevailing wages (RIGL 37-13-1 as amended). The rates of pay set forth in these provisions are the minimums to be paid during the life of the contract. Contractor shall submit certified payrolls with pay estimates for work payments on this project.
- 2.3 The submission of a Bid will constitute and incontrovertible representation by the Bidders that they have complied with every requirement of this Article 3 and that the Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

## ARTICLE 3. INTERPRETATIONS

- 3.1 All questions about the meaning or intent of the Bid Documents shall be submitted in writing to the City of Warwick Purchasing Agent.
- 3.2 Written clarifications or interpretations will be issued if requested by Addenda not later than four (4) calendar days before the bid opening date. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be mailed to all parties recorded as having received the Annual Bituminous Concrete and Portland Cement Repair Services for Sidewalks and Roadways Documents.
- 3.3 Each Bidder shall be responsible for determining that he has received all Addenda issued.

#### ARTICLE 4. BID FORM

- 4.1 Each Bid shall be submitted on the Forms contained in the Documents. All blank spaces for Bid prices must be filled in with the unit price for the item or the lump sum for which the Bid is made.
- 4.2 Bid Forms shall be completed in ink or by typewriter. The Bid price of each item on the form shall be stated in words, and figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 4.3 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 4.4 Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.
- 4.5 All names shall be typed or printed below the signature.
- 4.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 4.7 The address to which communications regarding the Bid are to be directed shall be known.
- 4.8 One copy of each bid shall be submitted in a sealed envelope bearing on the outside the name of Bidders, his address, and the Project title for which the Bid is submitted. If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.

#### ARTICLE 5. RECEIPT OF BIDS

- 5.1 Sealed Bids for Annual Bituminous Concrete and Portland Cement Repair Services for Sidewalks and Roadways will be received at the time and place indicated in the Invitation to Bid.
- 5.2 The Water Division may consider informal any Bid not prepared and submitted in accordance with the provisions hereof.

## ARTICLE 6. AWARD OF PURCHASE ORDER

- 6.1 The Purchase Order will be awarded in conformance with City of Warwick Purchasing Regulations, to the lowest responsible and eligible Bidder (Successful Bidders). Such a Bidder shall possess the skill, proper material, ability, and integrity necessary for the faithful performance of the work. The term “lowest responsible and eligible Bidders” as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, proper material, ability, and integrity necessary to the faithful performance of the Work. The Warwick Water Division reserves the right to award whole or in part as indicated in each of the sub part totals of the bid forms. In the event successful Bidder is not able to perform contractual obligations in a timely manner, the City of Warwick reserves the right to award the bid to any of the other qualified Bidders.
- 6.2 The City of Warwick reserves the right to reject any and all bids, or parts thereof, to waive any and all informalities if it is in the best interest of the City of Warwick. Also, the City of Warwick has the right to disregard all nonconforming, non-responsive, or conditional Bids or portions there of.
- 6.3 A Bid, which includes for any item a Bid Price that is abnormally low or high may be rejected as unbalanced.
- 6.4 The Water Division reserves the right to reject the Bid of any Bidders the Water Division considers to be unqualified relative to Article 1 above.
- 6.5 Warwick Water Division may, at their sole discretion, award any portion or portions of the selected Bidders bid. Bidders shall accept the Purchase Order as written for all or portions determined as the lowest responsible Bidders by Warwick Water Division.

## ARTICLE 7. SALES TAX

- 7.1 The materials and supplies to be used in the Work are tax-exempt R.I. State Law, Section 39.16 of the State Code.

## ARTICLE 8. TIME OF COMPLETION/MATERIAL DELIVERY

- 8.1 The services to be provided under this purchase order contract shall commence upon receipt of purchase order by the successful Bidder and shall extend one year from date of award. All work submitted on or before the expiration date, will be completed by the contractor in accordance with the terms and conditions of the contract, even though completion may extend beyond the contract expiration date.

This contract may, upon mutual agreement of both parties, be extended for not more than one (1) additional year without any change in Bid Item prices. Each repair action approved by the Warwick Water Division, for services or material to be performed under this purchase order, will be completed within twenty (20) calendar days after the required waiting period for gravel base settling as set by the State or Local authority. No additional work other than requested by the Water Division will be accepted for payment. The contractor is solely responsible to coordinate completion of all work with State and Local agencies and obtain written acceptance of the repair work including any required permitting by the permitting authority.

- 8.2 Upon request the contractor shall respond to an emergency request for pavement restoration within a 24-hour period. An emergency request shall be as determined by the Warwick Water Division.

ARTICLE 9. BONDS AND INSURANCES

- 9.1 Each and every Bidder shall provide written evidence at time of bid submission and attached thereto that they have or will acquire prior to execution of the work or letter of engagement to the Warwick Water Authority.

- 9.2 Worker’s Compensation

- 9.3 Worker’s Compensation Statutory

- 9.4 Employer’s Liability 5 million

- 9.5 Comprehensive General Liability including Premise/Operations; Explosion, Collapse and Underground Property Damage; Products/Completed Operations, Broad Form Contractual, Independent Contractor’s; Broad Form Property Damage; and Personal Injury liabilities.

- 9.6 Bodily Injury: 5 million Each Occurrence  
5 million Annual Aggregate

- Property Damage 5 million Each Occurrence  
5 million Annual Aggregate

- Personal Injury,  
with employment  
exclusion deleted 5 million Annual Aggregate

- 9.7 Comprehensive Automobile Liability including all owned (private and others), hired and non-owned vehicles:

- Bodily Injury 5 million Each Person  
5 million Each Accident

- 9.8 Property Damage 5 million Each Occurrence
- 9.9 The successful Bidder must furnish a performance, labor and material bond in the amount of \$20,000.00 with a surety company acceptable to the owner and on the forms acceptable to the owner, as security for faithful performance of the contract and executed by a surety company licensed to do business in the State of Rhode Island. The failure of the successful bidder to supply the required Bonds within a time specified by the Warwick Water Division shall constitute a default, and the Warwick Water Division may award the contract to the next lowest Bidder or at its discretion re-advertise for bids.
- 9.10 Performance bond must be written to remain in effect until termination of the two (2) year warranty period in conjunction with the last repair work completed under the contract.
- 9.11 The City of Warwick employee's, agents and assigns shall be named as additional insured on all policies.

#### ARTICLE 10. SCOPE OF WORK

- 10.1 GENERAL- the work involves pavement and concrete installation, repair and/or resurfacing required to restore areas disturbed as a result of water system infrastructure installation and repair. The contractor shall furnish all materials, labor, equipment and incidentals necessary and proper to complete the work in accordance with these specification and all state and municipal requirements.
- 10.2 Notify appropriate State and Local authorities in writing prior to commencing work. Furnish all services, labor, material, equipment, permits and incidentals required to remove temporary patch, saw cut, install and compact up to 12 inches of gravel base to 95% proctor. Place and compact a binder course(s) and/or dowel and install a concrete base with asphalt binder course(s).
- 10.3 Furnish and install as asphalt tack coat, to ensure that all courses have proper adhesion and the course edges are properly sealed.
- 10.4 Place and compact 2-inch bituminous concrete surface course(s) and binder courses, ensuring that the final surface course is in close conformance with the lines, grades, and typical cross sections of all existing pavement.
- 10.5 Accomplish all required saw and key cutting, and cold planing.
- 10.6 Seal all saw cut edges with pressurized hot liquid asphalt sealing compound.
- 10.7 Upon request and approval by the Water Division perform infrared sealing techniques.
- 10.8 Upon request and approval by the Water Division furnish all labor, equipment, materials and incidentals required to raise and or reset concrete/granite curbing.
- 10.9 Furnish all labor, equipment, materials and incidentals required to saw cut to full depth the existing Portland cement sidewalk panels designated for repair.

Remove all materials, including existing sidewalks encountered, to a depth of 4 inches below the level of the existing sidewalks. As necessary, install and compact up to 6 inches of gravel base to 95% proctor. Adjust gate box(s) and other appurtenances to finished grade.

- 10.10 Furnish all labor, equipment, materials and incidentals required to saw cut to full depth the existing bituminous concrete sidewalk designated for repair. Remove and dispose of materials in way of the work. As necessary, install and compact up to 6 inches of gravel base to 95% proctor. Place 4 inches thick compacted bituminous concrete. Finished walk to edge match the adjacent bituminous sidewalks and curbing.
- 10.11 Provide traffic control as needed and required by local police departments and RIDOT standard traffic control requirements. Develop and provide traffic control plans to requesting authorities. All copies of police traffic control billings must be submitted with any billings.
- 10.12 Provide barricades or steel plates and signage as necessary to maintain roadways passable during work efforts and concrete base cure period.

#### ARTICLE 11. REFERENCE STANDARDS

- 11.1 Except as otherwise specified herein, the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, road opening permit instructions, all addenda and supplements thereto, shall apply to materials and workmanship required for the work of this section. The Warwick Water Division will make any final determination regarding any conflicts between the contract documents permits and the RIDOT Standard Specifications.
- 11.2 Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

#### ARTICLE 12. MATERIALS

- 12.1 Calcium chloride shall conform to AASHTO M144, Type 1 of Type 11.
- 12.2 All paving materials shall conform to part 300, 400, 00, M.03 and and M.02 of the RIDOT standard specifications.
- 12.3 All materials furnished and placed under this item shall conform to RIDOT specifications.
- 12.4 Concrete for road base repairs shall be 2-5 day cure as required by RIDOT specifications, Parts: M.02, 500, 600, Class X(AE) 799/752 with DCI, 5000 psi compressive strength, 2-5 day cure.

## ARTICLE 13. INSTALLATION

- 13.1 Materials for pavement and concrete base shall be mixed, delivered, placed and compacted in accordance with the referenced RIDOT specification, Sections M.02, M.03 Part(S) 300, 400, 500, 600.
- 13.2 Whenever the sub-base becomes dry enough to cause dust problems, an approved method of stabilization consists of sprinkling or other methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides may be permitted with approval. Sprinkling to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds.
- 13.3 When the air temperature falls below 50 degrees F, extra precautions shall be taken in drying the aggregates, controlling the temperatures of the materials and placing and compacting the mixtures.
- 13.4 No mixtures shall be placed when the air temperature is below 40 degrees F, nor when the material on which the mixtures are to be placed contains frost or has a surface temperature not suitable to proper bonding.
- 13.5 No vehicular traffic or loads shall be permitted on the newly completed pavement or sidewalks until adequate stability has been attained and the material has cooled sufficiently to prevent distortion or loss of fines. If the climatic or other conditions warrant it, the period of time before opening to traffic may be extended at the discretion of the Warwick Water Division.
- 13.6 All pavement thickness referred to herein are compacted thickness. The contractor shall place sufficient material to ensure that the specified thickness of pavement results.
- 13.7 Immediately before applying bituminous pavement, the entire area to be surfaced shall be cleaned of all loose materials.
- 13.8 Maintain pavement under this Contract during the two-year guarantee period. Promptly refill and repave areas, which have settled or are otherwise unsatisfactory for traffic to the satisfaction of the governing authority.
- 13.9 No pedestrian traffic or loads shall be permitted on the newly completed concrete sidewalks until adequate stability has been attained and the material has cured sufficiently to prevent distortion or impressions. If the climate or other conditions warrant it, the period of time before opening to traffic may be extended at the discretion of the Warwick Water Division.
- 13.10 All locations shall be cut with a power saw on a true straight line. Subsidiary to this work shall be the application of emulsion bituminous brush coat material to all cut surfaces.
- 13.11 Within the limits of the paving adjust all manholes, catch basins, and gate boxes to proper grade. Backfill around the heads and up to the existing grades shall

- be made with concrete as required by state and local specifications. Furnish, install and compact up to 12 inches of gravel base to 95% proctor.
- 13.12 Provide and install, as necessary, asphalt tack coat(s), select leveling and filler aggregate to adjust the base or sub-base surface. Install binder and/or concrete base and asphalt binder course(s) to ensure surface course will be in close conformance with the lines, grades, and typical cross section in reference to the roadway designated for repair.
  - 13.13 Provide, place, and compact a final full width 2-inch bituminous concrete surface course in accordance with RIDOT standard specifications. Prior to placement of the top course, the entire surface of the existing pavement along the saw cut, binder course, and any temporary placement, shall be swept clean and tack coated with a liquid asphalt emulsion compound.
  - 13.14 All pavements shall be placed and compacted by steel-wheeled rollers of sufficient weight to thoroughly compact the bituminous concrete without damaging the existing pavement. The new pavement shall be rolled smooth and even. The final surface shall match the existing abutting pavement.
  - 13.15 As the permit requires, the edges of all sawed joints shall be sealed either by Infrared sealing or using hot liquid asphalt sealing compound by pressure application equipment suitable to ensure the final seam between the old and new asphalt have been filled to refusal, so as to eliminate all voids or entrapped air and so as to not leave any unnecessary surplus sealer on the pavement. Hot liquid sealing is considered part of the repair work and no separate payment will be considered. Infrared sealing shall be on a case-by-case basis as authorized by Warwick Water Division and payment shall be at the per linear foot pricing.

#### ARTICLE 14. PAVEMENT MARKINGS

- 14.1 Reline all disturbed or removed pavement markings with pavement markings equal in type and location as the markings that existed prior to resurfacing or paving. RIDOT standards and road permit requirements shall prevail.

#### ARTICLE 15. BITUMINOUS CONCRETE SIDEWALKS

- 15.1 All materials furnished and placed under this item shall conform to State Specifications.
- 15.2 Saw cut to full depth the area designated for repair. Remove all materials, including existing sidewalks encountered, to a depth of 3 inches below the level of the existing sidewalks. Fine grade and compact the supporting surface. Adjust gate/curb box(s) or other appurtenances to finished grade.
- 15.3 Furnish install and compact up to 6 inches of compacted gravel base. Place 4 inches thick compacted bituminous concrete. New bituminous concrete shall edge match the adjacent sidewalks.

- 15.4 The edges of all sawed joints shall be sealed by using hot liquid asphalt sealing compound by pressure application equipment suitable to ensure the final seam between the old and new asphalt have been filled to refusal, so as to eliminate all voids or entrapped air so as to not leave any unnecessary surplus sealer on the pavement. Payment shall be at the per linear foot pricing.
- 15.5 Furnish and install loam and seed as necessary to restore landscaped areas.
- 15.6 Upon request and approval of the Warwick Water Division, raise and/or reset curbing.

#### ARTICLE 16. CONCRETE SIDEWALKS

- 16.1 All materials furnished and placed under this item shall conform to State Specifications section 905, 600, M.02 for 3000 PSI ¾" sidewalk mix.
- 16.2 Saw cut to full depth the existing panels designated for repair. Remove all materials, including existing sidewalks encountered, to a depth of 4 inches below the level of the existing sidewalks. Fine grade and compact the supporting surface. Adjust gate boxes or other appurtenances to finished grade.
- 16.3 Furnish, install and compact up to 6 inches of gravel base. Place forms and install expansion joints to isolate new construction from the existing sidewalks. Place 4 inches thick cement concrete. Concrete shall be scored and finished to appear and match the adjacent sidewalks.
- 16.4 Remove Forms.
- 16.5 Furnish and install, loam and seed as necessary to restore landscaped areas.
- 16.6 Upon request and approval of the Warwick Water Division, raise and/or reset curbing.

#### ARTICLE 17. EMERGENCY TEMPORARY HOT PATCHING

- 17.1 Neatly cut existing pavement on all sides.
- 17.2 Furnish, install and compact up to 12 inches of gravel base to 95% proctor. The subgrade shall be left free of loose asphalt, debris and excess moisture.
- 17.3 Place bituminous patch material in properly compacted 2-inch lifts to achieve a maximum of 4 compacted inches. When completed, the patch shall be left flush with the existing roadway surface.

#### ARTICLE 18. OVERLAY PAVING

- 18.1 With the exception of the curb line transition, keyways shall be cut at all intersecting transitions along the perimeter of the area to be paved. This provision shall also include driveways, sidewalks and intersecting streets.
- 18.2 Cold plane or grind an 18-inch pathway, a minimum of 1 inch in depth along the curb line. Remove and dispose of all waste materials. In areas where there

is no backing for the curb payment, provide and install loam and seed, or gravel transition as applicable for the surrounding conditions.

- 18.3 In areas of permanent top course paving, existing catch basins, manhole castings, and valve boxes shall be raised to the proper grade for permanent top course installation.
- 18.4 Install as required or directed by the Water Division, a leveling pavement course to restore the proper line and cross section of the existing pavement prior to installation of the permanent pavement overlay course.
- 18.5 Broom clean the entire area and install hot poured rubberized emulsified asphalt sealant tack coat meeting the requirements of Federal Specifications SS-S-1401 or SS-S-164.
- 18.6 Install full width 1 ½" inch thickness overlay top course within the perimeter lines designated for the pavement restoration.
- 18.7 Surface tolerances shall be tested using an approved 10-foot straight edge furnished by the contractor. The surface variation from the testing edge of the straight edge between any two contact points shall at no point exceed 1/4 of an inch. All humps or depressions that exceed this tolerance shall be corrected by removing the defective work and replacing it with new material.

#### ARTICLE 19. FINAL CLEANING

- 19.1 The contractor shall leave all project areas in a condition equal to that prior to the performance of the work.
- 19.2 Clean Site, sweep paved areas, rake clean landscaped surfaces, remove and dispose of debris.
- 19.3 Remove and dispose of waste, surplus materials, rubbish, and any excess construction materials.
- 19.4 The Contractor shall restore or replace, when and as directed, any public or private property 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 accomplish, as required, all necessary highway or driveway, walk, and landscaping work. Suitable materials, equipment and methods shall be used for such restoration. The restoration of existing property or structures shall be done as promptly, and as practicable, as work progresses, and shall not be left until the end of the contract period.
- 19.5 Contact the Warwick Water Division and the responsible State or Local entity to conduct an inspection of the repair work.

#### ARTICLE 20. GUARANTEE

- 20.1 The Bidders shall guarantee all work, services and materials furnished for a period of two (2) years from the date of installation to be free from all defects resultant from faulty material or workmanship. The contractor shall promptly

take necessary action to correct any deficiency and/or replace defective material to the satisfaction of the Warwick Water Division. The Bidders further warrants that all material is in full conformance with the Material Purchase Documents and RIDOT Specifications.

- 20.2 The Bidders shall also guarantee any work performed shall not adversely affect the current or future drainage of properties located within the area that the work will be performed. The Bidders shall hold harmless the City of Warwick from any claims resulting from the work performed and, the Bidders shall promptly make all repairs as necessary to remedy the situation to the requirements of the RIDOT, and City of Warwick Highway standards.
- 20.3 Any concrete/bituminous patch which is not formed, placed or installed in accordance with the contract documents and RIDOT specifications, or for any reason is out of alignment, not level or exhibits a defective surface or fails within the two year guarantee period shall be considered nonconforming with the intent of the contract and shall removed and renewed by the contractor at no additional expense to the City of Warwick.

## ARTICLE 21. QUANTITIES

- 21.1 The quantities listed in the Bid are approximate and are given only for use in comparing Bids and to indicate approximately the total amount of the contract. The Water Division does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith, but does call particular attention to the uncertainty of the quantities of work involved, which cannot be predicted in advance. The actual quantity will be based on the actual work at the unit or lump sum bid prices. Each unit or lump sum price stated in the BID shall be considered to include all labor, materials, Equipment, services, incidentals and appurtenant work required and necessary to satisfactorily complete the work specified in the RIDOT and contract document specifications for the Bituminous Concrete and Portland Cement Repair Services for Sidewalks and Roadways.

## ARTICLE 22. PROGRESS OF WORK

- 22.1 Only work requested by the Warwick Water Division will be accepted as authorized work under this contract. The Contractor is not to proceed with any additional work without prior authorization from the Warwick Water Division.
- 22.2 The contractor shall pursue completion of any requested work in a continuous basis. Permanent patching shall be completed within 20 calendar days after the required waiting period for gravel base settling as set by the State or Local authority. Noncompliance with the timeline for completion will be considered as contractor default and subject the contract to termination. Only properly documented prolonged unfavorable weather conditions, that inhibit the

contractor's ability to properly perform the work without adversely affecting the finished product, will be given consideration for noncompliance with the completion timeline.

- 22.3 Upon request, the contractor shall furnish information as to the location of work crews scheduling and status of work.

## ARTICLE 23. BASIS OF PAYMENT

- 23.1 Payment for road or sidewalk repair shall be at the unit or lump sum price on the Bid sheet to include all labor, equipment, traffic control devices, appliances, plant, materials, incidentals and performing all operations and reporting in connection with furnishing, installing, and construction of all Portland cement and bituminous concrete work and appurtenance work, complete, in place and accepted in accordance with these bid documents. A minimum payment of one square yard will be paid for any patches less than one square yard in size.
- 23.2 Payments for Bituminous and Portland cement patches shall be made according to the actual size of the cutouts based on measurements taken by Warwick Water Division. If a difference between the measurement taken by the contractor and the Water Division, the Water Division measurements shall prevail.
- 23.3 Invoices shall be submitted upon completion of each approved repair. Payment cannot be processed unless all required information is included with each invoice. Each invoice shall include:
- 23.3.1 The identification of the repair location including the street name, house number, state or local permit number.
  - 23.3.2 Actual measured size of patch and measurement of materials used as well as unit bid item price and total for each line item.
  - 23.3.3 Dates work was completed.
  - 23.3.4 Subtotal and Total price extensions.
  - 23.3.5 Letter of inspection and acceptance of the repair from the State or City Agency responsible for the roadway.
  - 23.3.6 Copy of the paid Police Department invoice for traffic control.
- 23.4 The Contractor shall be reimbursed for traffic control by Police, based on actual paid invoiced amounts submitted from the Police Department without an allowance for overhead and profit.

**BID FORM TO WARWICK WATER DIVISION  
ANNUAL BITUMINOUS CONCRETE AND PORTLAND  
CEMENT REPAIR SERVICES  
FOR SIDEWALKS AND ROADWAYS**

The undersigned declares that the only persons or parties interested in this Bid as principles are as stated: that the Bid is made without any collusion with other persons, firms, or corporations; that they have carefully examined all the documents and that they have informed themselves fully in regard to all conditions pertaining to the work and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the work required under the Documents of which this Bid is a part.

The undersigned hereby agrees to all items listed in the instructions to Bidders and technical specifications and will provide all material and services as accepted by the Warwick Water Division in the Purchase Order to be provided to the lowest respective Bidders.

Bid prices must reflect adherence to the provisions of the State Labor Laws concerning payment of prevailing wage. The rates of pay set forth in these minimums shall be paid during the life of the contract.

The “quantities” listed in the bid form are approximate and are given for use in comparing bids and to indicate approximately the total amount of the contract; and the OWNER does not expressly or by implication represent that the actual amounts of work will even correspond therewith, but does call particular attention to uncertainty of the quantities of work involved. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the unit bid price. The owner reserves the right to increase or decrease the approximate quantities, or to omit entirely, any item listed in the bid.

DEPARTMENT OF PUBLIC WORKS, WATER DIVISION  
 ANNUAL BITUMINOUS CONCRETE AND PORTLAND CEMENT  
 FOR SIDEWALKS AND ROADWAYS BID SHEET

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Item No. 1 BITUMINOUS ROAD REPAIR (gravel base). 2 inches of Class 1-1 bituminous concrete (surface) and 2 inches of binder complete for a total of 4 compacted inches with 12 inch gravel base and hot asphalt pressure seam seal per RIDOT specifications and contract documents:

| <u>CATEGORY 1A</u>               | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|----------------------------------|---------------------|-------------------|--------------|
| Bituminous repair<br>Gravel base | 750 S.Y.            | \$ _____          | \$ _____     |

Item No. 2 BITUMINOUS ROAD REPAIR (rigid concrete road base). 2 inches of Class 1-1 bituminous concrete (surface) and 2 inches of binder, for a total of 4 compacted inches and 8 inches of Portland cement concrete base complete and hot asphalt pressure seam seal per RIDOT specifications and contract documents:

| <u>CATEGORY 2A</u>                 | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|------------------------------------|---------------------|-------------------|--------------|
| Bituminous repair<br>Concrete base | 750 S.Y.            | \$ _____          | \$ _____     |

Item No. 3 DRILL AND GROUT REINFORCING DOWELS (rigid concrete road base). No. 5 rebar installed and grouted in drilled holes of the existing concrete base complete per RIDOT specifications:

| <u>CATEGORY 3A</u> | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|--------------------|---------------------|-------------------|--------------|
| No.5 Dowels        | 50 EA.              | \$ _____          | \$ _____     |

Item No. 4 BITUMINOUS ROAD REPAIR 2 inch compacted bituminous concrete base course lifts complete, placed upon request and prior approval of the Warwick Water Division, when necessary to match existing surface of the bituminous concrete roadway, when the thickness of the existing roadway exceeds the 2 inches of Class 1-1 bituminous concrete (surface) and 2 inches of binder (total 4 compacted inches) noted in Bid Items 1 and 2 above:

| <u>CATEGORY 4A</u>                 | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|------------------------------------|---------------------|-------------------|--------------|
| Bituminous base.<br>2" inch course | 150 S.Y.            | \$_____           | \$_____      |

Item No. 5 BITUMINOUS SIDEWALK REPAIR (flexible base). Match existing thickness of Class 1-2 bituminous concrete surface complete (minimum 4 compacted inches) per RIDOT specifications and contract documents:

| <u>CATEGORY 5A</u>  | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|---------------------|---------------------|-------------------|--------------|
| Bituminous sidewalk | 50 S.Y.             | \$_____           | \$_____      |

Item No. 6 PORTLAND CEMENT CONCRETE SIDEWALK REPAIR Portland cement concrete placed at the same thickness as the existing adjacent sidewalk complete (4 inch minimum thickness). Per RIDOT specifications and contract documents. Thickness of driveway areas shall be the same as existing adjacent driveway area (4 inch minimum thickness):

| <u>CATEGORY 6A</u>          | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|-----------------------------|---------------------|-------------------|--------------|
| Concrete sidewalk<br>Repair | 25 S.Y              | \$_____           | \$_____      |

Item No. 7 PORTLAND CEMENT CONCRETE (Sidewalk and driveway repair) Portland concrete placed per cubic yard in excess of the requirement amount identified in Bid Item No. 6 complete:

| <u>CATEGORY 7A</u>                | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|-----------------------------------|---------------------|-------------------|--------------|
| Concrete driveway<br>And sidewalk | 25 S.Y.             | \$_____           | \$_____      |

Item No. 8 CURBING (Material only).

| <u>CATEGORY 8A</u> | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|--------------------|---------------------|-------------------|--------------|
| Precast Concrete.  | 50 linear feet      | \$ _____          | \$ _____     |

| <u>CATEGORY 8B</u> | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|--------------------|---------------------|-------------------|--------------|
| Granite 5” thick   | 24 linear feet      | \$ _____          | \$ _____     |

| <u>CATEGORY 8C</u> | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|--------------------|---------------------|-------------------|--------------|
| Granite 6” thick   | 24 linear feet      | \$ _____          | \$ _____     |

| <u>CATEGORY 8D</u>                | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|-----------------------------------|---------------------|-------------------|--------------|
| Precast Concrete<br>2 foot return | 1 ea.               | \$ _____          | \$ _____     |

| <u>CATEGORY 8E</u>       | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|--------------------------|---------------------|-------------------|--------------|
| Granite<br>2 foot return | 1 ea.               | \$ _____          | \$ _____     |

Item No. 9 RAISE AND RESET CONCRETE/GRANITE CURBING (only upon request and prior approval of the Warwick Water Division). Raise and reset curbing complete:

| <u>CATEGORY 9A</u>  | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|---------------------|---------------------|-------------------|--------------|
| Raise/reset curbing | 50 linear feet      | \$ _____          | \$ _____     |

Item No. 10 GRAVEL BASE (Only upon request and/or emergency request and prior approval of the Warwick Water Division). Furnish place compact gravel base complete, beyond amounts indicated in the contract document specifications.

| <u>CATEGORY 10A</u> | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|---------------------|---------------------|-------------------|--------------|
| Gravel Base         | 50 C.Y              | \$ _____          | \$ _____     |

Item No. 11 INFRARED BASE (Only upon request and prior approval of the Warwick Water Division). Conduct infrared seam sealing complete per the RIDOT specifications and contract documents:

| <u>CATEGORY 11A</u> | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|---------------------|---------------------|-------------------|--------------|
| Infrared sealing    | 200 linear feet     | \$ _____          | \$ _____     |

Item No. 12 PRESSURIZED HOT ASPHALT SEAM SEALING (Only upon request and prior approval of the Warwick Water Division). Conduct pressurized hot asphalt seam sealing complete per the RIDOT specifications and contract documents:

| <u>CATEGORY 12A</u>             | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|---------------------------------|---------------------|-------------------|--------------|
| Pressurized hot Asphalt sealing | 200 linear feet     | \$ _____          | \$ _____     |

Item No. 13 EMERGENCY TEMPORARY HOT PATCH ROAD REPAIR Upon emergency request respond within a 24 hour period and install 12 inch compacted gravel base and Class 1-1 bituminous concrete trench patch in 2 inch compacted lifts complete, to a maximum of 4 compacted inches, per section 410 of the RIDOT specifications and contract documents:

| <u>CATEGORY 13A</u>              | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|----------------------------------|---------------------|-------------------|--------------|
| Hot patch<br>Emergency temporary | 250 SY              | \$ _____          | \$ _____     |

Item No. 14 OVERLAY PAVEMENT Class 1-1 bituminous concrete 1 ½ overlay pavement shall be measured and paid for by the square yard including, but not limited to all labor, materials, frame and box adjustments, sweeping, tack coat, key cutting and grinding. All work shall be in accordance with RIDOT specifications and contract documents:

| <u>CATEGORY 14A</u> | <u>EST QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|---------------------|---------------------|-------------------|--------------|
| Overlay pavement    | 250 SY              | \$ _____          | \$ _____     |

**TOTAL BASE BID ITEMS 1 – 14** \$ \_\_\_\_\_

The Contractor will be paid for traffic control provided by the Warwick Police Department, based on actual paid invoiced amounts from the Police Department, without an allowance for overhead and profit. The cost for Police should not be included in the bid prices for this contract.

The names and residences of all persons and parties interested in the foregoing Bid and principals are as follows:

(Give first and last names in full. In the case of a corporation, or partnership, see Article 6 of the Instructions to Bidders).

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Notice of acceptance should be mailed to the undersigned Bidders at the following address:

\_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

Date \_\_\_\_\_

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

REFERENCE INFORMATION PERTAINING TO ARTICLE 1

Provide three (3) references from utility, agency or municipality in which the Bidder has been the prime contractor and has successfully completed sidewalk and roadway trench patch services similar to the work required in the bid documents and RIDOT specifications within the past two years.

1. Contracting Party Name: \_\_\_\_\_ Contract Amount \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

2. Contracting Party Name \_\_\_\_\_ Contract Amount \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

3. Contracting Party Name \_\_\_\_\_ Contract Amount \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Provide a complete listing of equipment owned by the bidder available for this contract including make, model, capacity and age.

Equipment \_\_\_\_\_

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(add sheets as necessary)

**CITY OF WARWICK**

**BID AND CONTRACT FORM**

**TITLE OF SPECIFICATION:** Bid2017-127 Annual Bituminous Concrete & Portland Cement as Needed Repair Services for Sidewalks & Roadways

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications.

**Pricing as Submitted**