

PATRICIA A. PESHKA

PURCHASING AGENT



JOSEPH J. SOLOMON

MAYOR

CITY OF WARWICK
PURCHASING DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL (401)738-2013
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The following notice is to appear on the City of Warwick's website Wednesday, August 12, 2020. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid2021-111 Annual Bituminous Concrete & Portland Cement

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, August 12, 2020.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Tuesday, September 1, 2020. The bids will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room at Warwick City Hall. *Please note due to COVID-19, only one (1) person from each company may attend the bid opening. Employees and visitors must adhere to social distance guidelines. All visitors are advised to wear masks or face coverings at all times.*

Awards will 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.

The City of Warwick, in addition to soliciting bids in response to this bid, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

RI State MPA: <https://www.ridop.ri.gov/contract-portal/>

NASPO: <https://www.naspo.org/>

NJPA (National Joint Powers Alliance): <https://www.njpacoop.org/cooperative-purchasing>

MHEC (Massachusetts Higher Education Consortium): <https://www.mhec.net/>

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the bid opening date.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Acknowledgement of Addendum (if applicable)

| Addendum Number | Signature of Bidder |
|------------------------|----------------------------|
| _____ | _____ |
| _____ | _____ |

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, 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: _____
Bid2021-111 Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

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**

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid2021-111 Annual Bituminous Concrete & Portland Cement

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.

The opening of bids will be in the order established by the posted agenda and the agenda will 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 will 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 "Bid2021-111 Annual Bituminous Concrete & Portland Cement."

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 will be accepted via facsimile or email.

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

Should you have any questions, please contact Terry Dipetrillo, Acting Water Division Chief, at 401-921-9798.

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

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of the proposal after it is open.

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

The IRS Form W-9 is available on www.warwickri.gov should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

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

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

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 contractor must keep himself informed of and comply with all laws, ordinances and regulations of the federal, state and municipal governments which may apply and be in force during the life of the contract, in any manner which may affect himself/employees or the conduct of the work or the materials used or employed in the work. Before submitting bids, prospective bidders should examine the terms, covenants and conditions of all codes, permits and laws which may apply. By submitting a bid, the bidder agrees to comply with all pertinent laws/regulations if awarded a contract.

Every contractor and subcontractor awarded a contract for public works, construction, alteration and/or repair, including painting and decorating, or public buildings or public works must submit completed RI Certified Weekly Payroll forms listing employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month. These forms may be found at: www.dlt.ri.gov/pw/pwFormsPubs.htm. Certified Payroll forms concerning RI Department of Transportation projects may be submitted on federal forms. However, when a complaint is being investigated by the RI Department of Labor & Training (DLT), the contractor must resubmit the payroll information on the RI Certified Weekly Payroll forms for the entire project.

Awarding authorities, contractors and subcontractors must provide any and all payroll records to the DLT within ten (10) days of any request that is made by the department.

The awarding authority of any public works project will withhold the next scheduled payment to any contractor or subcontractor who fails to comply with the above provisions, as well as any further payments until they comply. The DLT may also impose a penalty of up

to \$500 for each calendar day of noncompliance.

Please refer to Rhode Island state laws Section 37-13 for more information.

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General Liability and Automobile Liability in a minimum amount of \$1 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.

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.

The successful bidder must furnish a performance, labor and material bond in the amount of \$20,000.00.

For a bid to be 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 approval was made. **Please note that no other State's Certificate of Good Standing will be accepted.**

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

Prices to be held firm September 27, 2020 through September 26, 2021. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

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 will 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 has been placed, the contractor will 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 will 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 will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will 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 will 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 and Portland Cement
As Needed Repair Services for Sidewalks and
Roadways
Instructions to Bidders**

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 must 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 whose 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 must 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 must 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 e-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 must be responsible for determining that all Addenda issued has been received.

ARTICLE 4. BID FORM

- 4.1 Each Bid must 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 must be completed in ink or by typewriter. The Bid price of each item on the form must 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 must 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 must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 4.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership must be shown below the signature.
- 4.5 All names must be typed or printed below the signature.
- 4.6 The Bid must contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 4.7 The address to which communications regarding the Bid are to be directed must be known.
- 4.8 One copy of each bid must be submitted in a sealed envelope bearing on the outside the name of Bidders, company address, and the Project title for which the Bid is submitted. If forwarded by mail, Bid and sealed envelope marked as described above must 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 must 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 must 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 the 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 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 non-conforming, non-responsive, or conditional Bids or portions thereof.
- 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 submission. Bidders must 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 by 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 must commence upon receipt of purchase order by the successful Bidder and must extend for a 365 day period from the date of formal notice 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 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 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 that as 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 must respond to an emergency request for pavement restoration within a 24-hour period. An emergency request will be determined by the Warwick Water Division.

ARTICLE 9. BONDS AND INSURANCES

- 9.1 Each and every Bidder must provide written evidence at time of bid submission and attached thereto that they have or will acquire all necessary bonds and insurance 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 1 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: | 1 million | Each Occurrence |
| | 1 million | Annual Aggregate |
| Property Damage | 1 million | Each Occurrence |
| | 1 million | Annual Aggregate |
| Personal Injury, with employment exclusion deleted | 1 million | Annual Aggregate |

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

| | | |
|---------------|-----------|---------------|
| Bodily Injury | 1 million | Each Person |
| | 1 million | Each Accident |

9.8 Property Damage 1 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 will constitute a default, and the Warwick Water Division may award the contract to the next lowest Bidder or, at its discretion, to 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 must 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 must 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 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 four 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-inch thick compacted bituminous concrete. Finished walk to edge match the adjacent bituminous sidewalks and curbing.
- 10.11 Provide traffic control as needed for RIDOT standard traffic control requirements. Develop and provide traffic control plans to requesting authorities.
- 10.12 Provide barricades or steel plates and signage as necessary to maintain passable roadways during work efforts and concrete base cure period.
- 10.13 The City of Warwick Water Division will provide any required traffic control by the local police department

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 must 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 must apply.

ARTICLE 12. MATERIALS

- 12.1 Calcium chloride must conform to AASHTO M144, Type 1 of Type 11.
- 12.2 All paving materials must 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 must conform to RIDOT specifications.

- 12.4 Concrete for road base repairs must be 2-5 day cure as required by RIDOT specifications, Parts: M.02, 500, 600, Class X(AE) 799/752 with DCI, 5000psi compressive strength, 2-5 day cure.

ARTICLE 13. INSTALLATION

- 13.1 Materials for pavement and concrete base must 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 must be performed as the work proceeds.
- 13.3 When the air temperature falls below 50 degrees F, extra precautions must be taken in drying the aggregates, controlling the temperatures of the materials and placing and compacting the mixtures.
- 13.4 No mixtures must 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 must 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 must 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 must 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 must 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 must 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 must 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, must be swept clean and tack coated with a liquid asphalt emulsion compound.
 - 13.14 All pavements must 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 must be rolled smooth and even. The final surface must match the existing abutting pavement.
 - 13.15 As the permit requires, the edges of all sawed joints must 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 must be on a case-by-case basis as authorized by Warwick Water Division and payment must 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 must prevail.

ARTICLE 15. BITUMINOUS CONCRETE SIDEWALKS

- 15.1 All materials furnished and placed under this item must 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 three 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-inch thick compacted bituminous concrete. New bituminous concrete must edge match the adjacent sidewalks.
- 15.4 The edges of all sawed joints must 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 must 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 must conform to State Specifications section 905, 600, M.02 for 3000PSI 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-inch thick cement concrete. Concrete must 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 must be left flush with the existing roadway surface.

ARTICLE 18. OVERLAY PAVING

- 18.1 With the exception of the curb line transition, keyways must be cut at all intersecting transitions along the perimeter of the area to be paved. This provision must 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 must 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 must 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 must at no point exceed ¼-inch. All humps or depressions that exceed this tolerance must be corrected by removing the defective work and replacing it with new material.

ARTICLE 19. FINAL CLEANING

- 19.1 The contractor must 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 must 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 must accomplish, as required, all necessary highway or driveway, walk, and landscaping work. Suitable materials, equipment and methods must be used for such restoration. The restoration of existing property or structures must be done as promptly, and as practicable, as work progresses, and must 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 must guarantee all work, services and materials furnished for a period of two years from the date of installation to be free from all defects resultant from faulty material or workmanship. The contractor must promptly take necessary action to correct any deficiency and/or replace defective material to the satisfaction of the Warwick Water Division. The Bidders further warrant that all material is in full conformance with the Material Purchase Documents and RIDOT Specifications.
- 20.2 The Bidders must 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 must hold harmless the City of Warwick from any claims resulting from the work performed and, the Bidders must 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 must be considered nonconforming with the intent of the contract and must be removed and renewed by the contractor at no additional expense to the City of Warwick.

ARTICLE 21. PROGRESS OF WORK

- 21.1 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.
- 21.2 The contractor must pursue completion of any requested work in a continuous basis. Permanent patching must be completed within 30 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.
- 21.3 Upon request, the contractor must furnish information as to the location of work crews scheduling and status of work.

ARTICLE 22. BASIS OF PAYMENT

- 22.1 Payment for road or sidewalk repair must 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.
- 22.2 Payments for Bituminous and Portland cement patches must 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.
- 22.3 Invoices must be submitted upon completion of each approved repair. Payment cannot be processed unless all required information is included with each invoice. Each invoice must 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.

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 must 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.

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2021-111 Annual Bituminous Concrete & Portland
Cement

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 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.

This offer will 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 by the CITY OF WARWICK will transform the bid into a contract. This bid and contract will be secured by Bonds, if required by the specifications.

Pricing as follows

Continued next page

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

Bid2021-111 Annual Bituminous Concrete & Portland Cement

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

| <u>CATEGORY 1A</u> | <u>UNIT PRICE</u> |
|----------------------------------|-------------------|
| Bituminous repair Gravel base | \$ _____ |

Item No. 2 BITUMINOUS ROAD REPAIR (rigid concrete road base). Two (2) inches of Class 1-1 bituminous concrete (surface) and two (2) inches of binder, for a total of four (4) compacted inches and eight (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>UNIT PRICE</u> |
|------------------------------------|-------------------|
| Bituminous repair Concrete base | \$ _____ |

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>UNIT PRICE</u> |
|--------------------|-------------------|
| No. 5 Dowels | \$ _____ |

Item No. 4 BITUMINOUS ROAD REPAIR Two 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 two inches of Class 1-1 bituminous concrete (surface) and two (2) inches of binder (total four compacted inches) noted in Bid Items 1 and 2 above:

| <u>CATEGORY 4A</u> | <u>UNIT PRICE</u> |
|-------------------------------------|-------------------|
| Bituminous base. Two inch course | \$ _____ |

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Bid2021-111 Annual Bituminous Concrete & Portland Cement

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>UNIT PRICE</u> |
|---------------------|-------------------|
| Bituminous sidewalk | \$ _____ |

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

| <u>CATEGORY 6A</u> | <u>UNIT PRICE</u> |
|-----------------------------|-------------------|
| Concrete sidewalk Repair | \$ _____ |

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>UNIT PRICE</u> |
|-----------------------------------|-------------------|
| Concrete driveway And sidewalk | \$ _____ |

Item No. 8 CURBING (Material only).

| <u>CATEGORY 8A</u> | <u>UNIT PRICE</u> |
|--------------------|-------------------|
| Precast Concrete. | \$ _____ |

| <u>CATEGORY 8B</u> | <u>UNIT PRICE</u> |
|----------------------|-------------------|
| Granite 5-inch thick | \$ _____ |

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Bid2021-111 Annual Bituminous Concrete & Portland Cement

| <u>CATEGORY 8C</u> | <u>UNIT PRICE</u> |
|----------------------|-------------------|
| Granite 6-inch thick | \$ _____ |

| <u>CATEGORY 8D</u> | <u>UNIT PRICE</u> |
|-------------------------------|-------------------|
| Precast Concrete 2' return | \$ _____ |

| <u>CATEGORY 8E</u> | <u>UNIT PRICE</u> |
|----------------------|-------------------|
| Granite 2' return | \$ _____ |

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>UNIT PRICE</u> |
|---------------------|-------------------|
| Raise/reset curbing | \$ _____ |

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>UNIT PRICE</u> |
|---------------------|-------------------|
| Gravel Base | \$ _____ |

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>UNIT PRICE</u> |
|---------------------|-------------------|
| Infrared sealing | \$ _____ |

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Bid2021-111 Annual Bituminous Concrete & Portland Cement

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>UNIT PRICE</u> |
|------------------------------------|-------------------|
| Pressurized hot Asphalt sealing | \$ _____ |

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>UNIT PRICE</u> |
|----------------------------------|-------------------|
| Hot patch Emergency temporary | \$ _____ |

Item No. 14 OVERLAY PAVEMENT Class 1-1 bituminous concrete 1 ½ inch 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 must be in accordance with RIDOT specifications and contract documents:

| <u>CATEGORY 14A</u> | <u>UNIT PRICE</u> |
|---------------------|-------------------|
| Overlay pavement | \$ _____ |

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Bid2021-111 Annual Bituminous Concrete & Portland Cement

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).

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.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Bid2021-111 Annual Bituminous Concrete & Portland Cement

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:

(Add sheets as necessary)