

Francis M. Gomez

Purchasing Agent



Frank J. Picozzi

Mayor

City of Warwick
Purchasing Division
(Mailing Address)
3275 Post Road
Warwick, Rhode Island 02886
Tel (401) 738-2013
Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website Thursday, November 16, 2023. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

**Bid2024-307 Cement Concrete Mixes & Controlled Low Strength Materials (CLSM)
"Flowable Fill"**

Specifications

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Thursday, November 16, 2023. 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.

Submissions

All bids should be submitted with one (1) original and one (1) copy in a sealed envelope (total of two (2) copies), which should read: **YOUR COMPANY NAME** plainly marked on the exterior of the envelope as well as "**Bid2024-307 Cement Concrete Mixes & Controlled Low Strength Materials (CLSM) "Flowable Fill"**". No bids will be accepted via Facsimile or email. All bids must be sealed. Sealed bids will be received by the Purchasing Division no later than 11:00 AM, Wednesday, December 6, 2023. The bids will be opened publicly commencing at 11:00 AM on the same day at 65 Centerville Road, Meeting Room 2.

Delivery

If delivering in person or sent by delivery service (FedEx/UPS/DHL etc.) use physical address 65 Centerville Road, Warwick, RI 02886, Suite D. If sent via United States Postal Service use mailing address 3275 Post Road Warwick, Rhode Island 02886.

Awards

Awards will be made on the basis of the lowest evaluated or responsive bid price.

Questions

Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-7) to the Purchasing Division.

- Email: Bids@warwickri.gov
- Phone: 401-738-2013

Please direct all questions related to the specifications outlined (beginning on page 8) to the issuing department's subject matter expert:

- Name: Eric Hindinger
- Department: Engineering Program Manager, Department of Public Works
- Phone: 401-921-9608
- Email: eric.j.hindinger@warwickri.gov

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.

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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: _____

Bid2024-307

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**

**Bid2024-307 Cement Concrete Mixes & Controlled Low Strength Materials
(CLSM) “Flowable Fill”**

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.

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

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.

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.

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.

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

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 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.

Prevailing Wages may 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 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 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.

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.

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 Office of the Secretary of State** dated no more than thirty (30) days prior to the date upon which the bid approval was made.

If required, the successful bidder will provide the **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 one (1) year from date of award. 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 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.

**SPECIFICATIONS FOR ANNUAL SUPPLY
OF CEMENT CONCRETE MIXES AND
CONTROLLED LOW STRENGTH MATERIALS (CLSM) “FLOWABLE FILL “**

Bids are requested for the supply of concrete mixes and other materials to the City of Warwick, Department of Public Works for a period of one year.

Payment will be made for quantities delivered at different job sites around the City in batches on an “as needed” basis.

Vendor *may* be required to conform to the requirements of the Rhode Island Department of Transportation “Standard Specifications for Road and Bridge Construction” latest edition.

SPECIFICATIONS FOR CONTROLLED LOW STRENGTH MATERIAL (CLSM)
(FLOWABLE FILL)

603.1 DESCRIPTION:

This work shall consist of furnishing and placing Controlled Low Strength Material (CLSM) as a self-consolidating, self-leveling, rigid setting, low density material to be substituted for compacted gravel, structural fill, and any incidental construction directed by the Engineer, all in accordance with these Specifications. Any modifications of these general requirements will be provided in the specific requirements for each item unless otherwise indicated in the contract documents.

CLSM consists of a homogenous mixture of Portland cement, fine aggregate, water, admixtures (when used) and pozzolanic material (when used), mixed in proportions to attain the properties herein specified. The Contractor must acquaint himself with the kind and type of CLSM required before submitting the mix design.

603.01.1 CLASSIFICATION:

There are two main categories for CLSM, excavatable and non-excavatable. The consistency of these two main categories can be further subdivided as flowable and very flowable. Each classification required for the particular work, unless otherwise indicated or superseded by the Contract Documents, is shown in Table 1.

TABLE 1

DESCRIPTION	FLOWABLE	VERY FLOWABLE
Excavatable	I	II
Non-Excavatable	III	IV

a. Definitions

1. Very Flowable: exhibit characteristics needed for small or confined areas and needed to flow over long distances.
2. Flowable: where the above flowability characteristics are not required.
3. Class I & II: Excavatable, that may be removed in the future if required, may be used (but not limited to) in types of applications such as backfill; void filler; fill around manholes and catch basins; utility cut backfill.
4. Class III & IV: Non-Excavatable, used in areas not expected to be removed in the future, such as (but not limited to) fill between median barriers; under approach slabs; mat foundations.

603.01.2 MATERIALS:

Materials shall conform to the applicable requirements of SECTION 601 of these specifications unless modified as indicated below.

603.02.1 CHEMICAL ADMIXTURES:

In addition to the requirements of SECTION 601, the CLSM may contain air entrainment. The amount and type of air entraining admixture is dependent upon the design of the CLSM. The Contractor shall submit the type of air entrainment to be used and specify if an air entrainment to be used and specify if an air entrainment admixture is used or if a high range air inducing or foaming type of admixture is used within the mix design.

603.02.2 COLORING AGENTS:

If required by the Engineer, a coloring pigment shall be thoroughly mixed in the CLSM following the utility color code (available through Dig Safe). Coloring pigments shall be used in accordance with the manufacturer’s recommendations

603.02.3 POZZOLANS:

In addition to the requirements of SECTION 602, the pozzolan material, if used, shall be Fly Ash Type F meet the requirements of ASTM C618 including the supplemental chemical and physical requirements. The use of high low carbon content (i.e. loss of ignition) fly ash may be allowed if submitted for approval to the Engineer on a project specific basis by the Contractor. Lime (CaO) content shall be less than 10-percent by weight for Classes I and II.

603.03 CONSTRUCTION METHODS

603.03.1 GENERAL:

The CLSM shall be produced and delivered by a Department approved ready-mix concrete supplier familiar with the design, production, and transport of CLSM. The Contractor shall follow the guidelines set forth in ACI 229R-94 Report “Controlled Low Strength Materials (CLSM)” except that the Engineer will not allow the use of non-standard materials (Section 3.7 of ACI Report). The methods and tolerances shall conform to the applicable requirement of SECTION 601 of these Specifications unless modified herein.

603.03.2 PROPORTIONS:

A. General: The CLSM shall be designed to conform to the following end resultant properties (AASHTO test method referenced if applicable):

Modified Slump; performed in Accordance with Paragraph B, below:	Class I and III: 6” to 8” diameter: Class II and IV: 9” to 14” diameter.
Air Content (T 152):	0% to 35% * (see below)
Unit weight (T 121):	±5.0 pcf from that stated on mix design.

The CLSM can contain a specific fly ash amount and/or a high range or foaming type air entraining admixture. If a high range or foaming type air entrainment admixture is used the air content shall be a minimum of 20-percent. The maximum air content could be adjusted if it is

demonstrated to the Engineer by the Contractor that no deleterious effects would be incurred. The Contractor will be held to the air content stated on the mix design within the following tolerance range:

AIR CONTENT, PERCENT %	TOLERANCE, PERCENT %
0 – 10	± 1.5
10.1-20.0	± 3.0
20	± 5.0

The CLSM shall develop 28-day compressive strength (T22, T23, or T106) as indicated below:

<u>MIX</u>	<u>SPECIFICATION RANGE (PSI)</u>	<u>MAXIMUM PSI</u>
Class I and II months	30 – 100	100 at 28 days; 200 at 6 months
Class III and IV	100 – 1200*	1200 at 28 days*

*Specific compressive strength(s) for structural applications will be noted on the Contract Drawings.

B. Modified Slump Test: In lieu of the standard slump test, the following test will be performed: a 3” (76 mm) inside diameter by 6” (152 mm) long straight tube constructed of a non-porous, non-absorbent material shall be dampened and placed upon a smooth, level, non-porous, non-absorbent surface that is also dampened. The tube shall be held firmly in place; filled with CLSM level to the top of the cylinder (no rodding is required); and struck off until the surface is flush with the top of the cylinder. Carefully clean the bottom perimeter of the cylinder of excess CLSM. The cylinder is then raised in a uniform, vertical, steady uplift manner without any lateral or torsional motions within 3 to 5 seconds. Do not knock material from the sides of the cylinder onto the resultant “pancake”. Complete an entire test within 1-1/2 minutes from sample to measurement. The diameter of the “pancake” is measured to the nearest 1/4” (6 mm) and the average diameter reported (measure cohesive material only; do not include water caused by segregation).

C. Design and Approval of CLSM Mixtures: The Contractor shall design and obtain approval of CLSM Mixtures in accordance with the applicable requirements of **Subsection 601.01, Paragraph A** of these specifications.

603.03.3 BATCHING PLANTS AND EQUIPMENT:

Shall conform to the applicable requirements of **Subsection 601.03.2** of these specifications.

603.03.4 CLSM MIXING, DELIVERY, AND DISCHARGE:

In addition to the requirements of **Subsection 601.03.3** of these Specifications, process control testing shall be performed by the Contractor and these results shall be submitted on a Certificate of Compliance (COC) that states that all applicable specifications have been met. Testing performed by the Engineer will not relieve the Contractor of this requirement.

603.03.5 LIMITATIONS OF MIXING:

Requirements for limitation of mixing shall conform to **Subsection 601.03.4** of these specifications

603.03.6 COLD AND HOT WEATHER CLSM:

Requirements for cold and hot weather CLSM shall conform to **Subsections 601.03.5 and 601.03.6**, respectively, of these specifications.

603.03.7 CURING:

The requirements of **Subsection 601.03.8** of these specifications will apply if there is a probability of the air temperature falling below 40 degrees F and/or the temperature on the surface of the CLSM will fall below 50 degrees F at any time during the first five days after placement. The CLSM shall be protected from freezing until it is hardened. The temperature of the CLSM shall be a minimum of 40 degrees F upon placement. Otherwise, no curing is required.

603.03.8 TESTING OF CLSM:

In addition to the requirements of **Subsection 601.03.7** of these specifications, for **Paragraph B; Acceptance Sampling and Testing**, cast six, 4" x 8" cylinders per each day's production and type of mix used (6"x12" cylinders also acceptable). Rodding of specimen is not required. Once the specimen is full, lightly strike the exterior of the mold 8 to 12 times to consolidate the CLSM. Specimens shall remain in the molds until time of testing. Extreme care shall be exercised in the handling and transportation of CLSM specimens. Age of compressive strengths will be tested at the discretion of the Engineer.

Paragraphs C, D, E, F, and G of Subsection 601.03.7 do not apply to CLSM.

603.03.9 PLANT FIELD LABORATORY:

The requirements for Plant Field Laboratory shall conform to **Section 930** of these specifications with the following exceptions:

- a. **Subsection 930.03.1; Bituminous Concrete Mixing Plants**, is deleted in its entirety.
- b. **Subsection 930.03.2; Cement Concrete Mixing Plants**: the following pieces of testing equipment will not be required:
 - 1. The 34 Kg digital platform beam scale.
 - 2. The gravity drying oven.
 - 3. The Gilson TS-1 sieve shaker.
 - 4. The sample splitter 2-1/2-inch chute width.
- c. **Subsection 930.03.3; Computer Equipment**, is deleted in its entirety.

603.03.10 PLACING CLSM BY PUMPING:

The requirements for pumping CLSM shall conform to **Subsection 601.03.9** of these Specifications with the following exception: The discharge height may exceed 5-feet and is limited only if the mixture becomes segregated. Pumping may be suspended if the Engineer observes any deleterious materials in the discharge.

The Contractor shall demonstrate the ability to pump CLSSM without appreciable loss or consistency of air content.

603.03.11 TRAFFIC/PAVING:

Resumption of traffic onto CLSM or the asphalt paving over CLSM when required by the Engineer to expedite the overall operation will require an initial set time and early strength development. The initial time for the CLSM to set will be a maximum of three hours, which time will support the weight of the traffic and/or paving operation without rutting or damage to the CLSM. The Contractor will demonstrate during the mix design approval process that the above condition will be attained.

The Engineer may require the area to be completely covered by steel plating in accordance with details on the Plans or protected in accordance with the latest edition of the MUTCD.

603.03.12 TRENCH EXCAVATION LIMIT:

For utility or drainage cuts within existing pavement, the excavation limit will be shown in the Plans and or Special Provisions.

603.04 METHOD OF MEASUREMENT:

“Controlled Low Strength Material” will be measured by the number of cubic yards actually placed in accordance with the Plans and/or as directed by the Engineer.

603.05 BASIS OF PAYMENT:

The accepted quantity of “Controlled Low Strength Material” will be paid for at the contract unit price per cubic yard as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials and equipment, testing, and all other incidentals required to finish the work, complete and accepted by the Engineer.

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2024-307 Cement Concrete Mixes & Controlled Low Strength Materials (CLSM) “Flowable Fill”

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)

**Bid2024-307 Cement Concrete Mixes & Controlled Low Strength Materials (CLSM)
“Flowable Fill”**

Item	Description	Cost per cubic yard
1	Class A cement concrete for general use, 3/4” max. size aggregate, (3,000 psi) with air entrainment	
2	Class XX cement concrete for sidewalks, 3/4” max size aggregate, (4000 psi) with air entrainment	
3	Class HP cement concrete for reinforced slab sections, 3/4” max size aggregate, (5,000 psi) with air entrainment	
4	Class A cement concrete for general use, 3/8” max. size aggregate, (3,000 psi) with air entrainment	
5	Class XX cement concrete for sidewalks, (pea stone) 3/8” max size aggregate, (4000 psi) with air entrainment	
6	Class HP (5,000 psi) cement concrete for reinforced slab sections, 3/8” max size aggregate with air entrainment	
7	Additional cost for providing re-enforced fiber to items 3 and 6	
8	CLSM Flowable Fill concrete, EXCAVATABLE Class I FLOWABLE as per RIDOT Spec, Edition of 2016, Section 603	
9	CLSM Flowable Fill concrete, EXCAVATABLE Class II FLOWABLE as per RIDOT Spec, Edition of 2016, Section 603	

Any fees requested by the awarded vendor will not be honored unless they appear on the bid form. List any prospective additional costs (delivery, chemical additives, etc.):

Item	Cost per	Measurement