

PATRICIA A. PESHKA

PURCHASING AGENT



SCOTT AVEDISIAN

MAYOR

CITY OF WARWICK

PURCHASING DIVISION
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 Friday, July 21, 2017. The website address is <http://www.warwickri.gov/bids>.

CITY OF WARWICK BIDS REQUESTED FOR

Bid2018-093 Street Improvements

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Friday, July 21, 2017.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 A.M., Tuesday, August 1, 2017. The bids will be opened publicly commencing at 11:00 A.M. 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 401-738-2013 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 (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: _____

Bid2018-093

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 statutes, 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**

Bid2018-093 Street Improvements

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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 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 "Bid2018-093 Street Improvements."

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.

Should you have any questions, please contact Eric Hindinger, Engineering, DPW, 925 Sandy Lane, Warwick, RI at 401-921-9608.

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.

Bid surety in the form of a bank check, original bid bond or certified check in the amount of 5 percent of the total bid price must be submitted with each bid. If a bid bond is submitted, it shall be duly executed by the bidder as principal and having as surety thereon a surety company licensed to do business in the State of Rhode Island and approved by the owner.

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

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>.

The contractor shall 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 shall 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 shall 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 for 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 shall provide any and all payroll records to the DLT within ten (10) days of any request that is made by the department.

On a daily basis, every contractor and subcontractor shall maintain on the site where public works are being constructed and the general or primary contract is \$1,000,000 or more, a Rhode Island Certified Prevailing Wage Daily log of employees employed each day on that public works project by the contractor or subcontractor. This form may be found at: www.dlt.ri.gov/pw/pwFormsPubs.htm. This log shall be available for inspection on the site at all times by the awarding authority and/or the DLT. This does not apply to road, highway or bridge public works projects.

The awarding authority of any public works project shall 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.

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General 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.

The successful bidder must furnish a performance and payment (labor and material) bond in the amount of 100 percent of the total bid price.

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

The successful bidder will provide said **Certificate of Insurance** and **Certificate of Good Standing** (if required) and **bonds** within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm two (2) years 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 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.

SPECIFICATIONS FOR STREET IMPROVEMENT PROGRAM

2017-2019

INFORMATION FOR BIDDERS

1. The following terms are interchangeable and refer to the same authority in these contract documents: Owner - City of Warwick - City Director of Public Works shall also mean his duly authorized representatives.
2. Request for information –Eric Hindinger, Program Manager at (401) 921-9608.
3. Preparation of Bid - Each bid must be submitted on the enclosed bid form with the required bid bond. All blank spaces must be filled in, in ink or typewritten in both words and figures where noted.
4. Schedule of Work and Time for Completion - Bidder must agree to commence work within five (5) working days after receiving the Notice to Proceed from the owner and to substantially complete the project in the number days indicated herein. Bidder shall submit construction schedule and coordinate with the Department of Public Works.
5. Conditions at the Site - Each bidder must visit the site and inform himself fully of the conditions relating to doing the work. Typically paving would include normal City Street overly program.
6. Protection of Adjacent Property - The Contractor and his subcontractors shall protect all property adjacent to the work and repair or replace any destroyed property to the Owner's satisfaction as to time of operation and quality of work. This restoration work shall be completed before this project is to be inspected for acceptance by the Owner.
7. The City reserves the right to require proof that the Contractor has sufficient insurance to protect the public and City during the term of the contract.
8. Permit and Legal Fees - The contractor must comply with all the laws of this State and City including building laws pertaining to safety of the public. He must obtain all permits, pay all legal fees for the same, give due and proper notice to all the officials having jurisdiction of the various departments as may be needed, and in general take complete charge of and responsibility for all legal requirements to do this work.
9. Right of the Owner to Terminate Contract - In the event that any of the provisions of this contract are violated by the contractor, or any of his subcontractors, the owner may serve written notice upon the contractor and the surety of its intentions to terminate the contract, such notice to contain the reasons for such intentions to terminate the contract, and unless violation or delay shall cease and satisfactory arrangement of correction be made, the contractor shall upon the expiration of said

ten (10) days cease and terminate. In the event of any such termination; the Owner shall immediately serve notice thereof upon the surety and contractor and the surety shall have the right to take over the perform and contract provided however, that if the surety does not commence performance thereof within ten (10) days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for account and at the expense of the Contractor and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work such materials, appliances, and things as may be on the site of work and necessary therefore.

10. Changes in Work - No changes in the work covered by the approved Contract documents shall be made without having prior written approval changes shall be determined by one or more or a combination of the following methods:

- a. Unit price previously approved.
- b. An agreed lump sum.
- c. An agreed unit price (revised)
- d. The Actual Cost of:
 - 1) Labor Including Foreman;
 - 2) Material entering permanently into work;
 - 3) The Ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for the operation of power and equipment;
 - 5) Insurance;
 - 6) Social Security and Old Age and Unemployment contribution;
 - 7) Cost Supervision, Overhead, Bond, profit and any other general expenses.

CHANGE ORDERS: shall be written and contain suitable drawings as required. All Change Orders must be submitted and approved by the City PRIOR to commencing work.

11. Opening of Bids - The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of opening thereof.
12. Bid Security - Each bid must be accompanied by a cashier's check, certified check or a bid bond. It shall be duly executed by the bidder as principal and having as surety thereof a surety company approved by the Owner, in the amount of five percent (5%) of the base bid.

If a bid bond is submitted, it shall be duly executed by the bidder as principal and having a surety thereof a surety company licensed to do business in the State of Rhode Island and approved by the Owner. Cashier's check or certified check and bid bonds will be returned to all bidders after the Owner and the accepted bidder have executed the contract.

13. Holding of Bid Security for Failure to Enter Into Contract - The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as Bid Security for such failure or refusal, the security deposited with this bid.
14. Addenda and Interpretations - No interpretation of the meaning of plans and specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Director, Department of Public Works, 925 Sandy Lane, Warwick, Rhode Island, 02889, and given consideration must be received at least five days prior to the date fixed for the opening bids. Any and all such interpretation and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract documents.
15. Laws and Regulations - The Bidder's attention is directed to fact that all applicable State Laws, Municipal Ordinance, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
16. Obligation of Bidder - At the time of the opening of bids each bidder will have inspected the site and have read and be thoroughly familiar with the plans and contract.
17. Qualifications of Bidders and Subbidders - The Owner may make such investigations as he deems necessary to determine the ability of bidder to perform the work, and the bidder shall furnish to the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder or subbidder is properly qualified to carry out the obligations of the contract and to complete the work completed therein. Conditional bids will not be accepted.

18. Time of Completion and Liquidated Damages - **Bidder must agree to commence work within 5 days after issuance of a written "Notice to Proceed" of the Owner and to substantially complete the project within 95 calendar days of such notice.** Bidder must agree also to pay as liquidated damage, the sum of \$500.00 for each consecutive calendar day thereafter beyond the completion date.
19. Balanced Bidding - Bids should be made on each separate item of work shown in the bid (proposal) with reasonable relation to the probable cost of doing the work included in such item or items, thereof are obviously unbalanced as to affect or to be liable to affect adversely any interests of the Owner. The attention of the bidder is called to the fact that unbalancing of bids, "penny bidding", may adversely affect the interest of the owner.
20. It is the intent of the City to conduct a road restoration program as identified in this document; however, the available funding is unknown at this time. The quantities included in this bid are estimates. The City reserves the right to alter these quantities based on the funding provided. The restoration techniques employed by the City under this contract will consist of the following:
- Complete restoration; excavate roadway, replace up to 12 inches process gravel, place 2.5 inches binder, 1.5 inches top course
 - Reclamation; reclaim roadway to a depth on 8-12", remove and stockpile excess material, place 2.5 inches binder, 1.5 inches top course
 - Complete mill and overlay; mill curb to curb to a depth of 1.5 inches and place 1.5 inches top course
 - Partial mill and overlay; mill a tampered wedge starting seven feet from curb to a depth of 1.5 inches at the curb and place 1.5 inches top course curb to curb
21. **ACCEPTANCE OF BID (AWARD)**
It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in the Bid received and to accept the bid which, in the Owner's judgment, is in the Owner's own best interest.

The Owner shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.

SPECIAL PROVISIONS

INSURANCE COVERAGE:

The kinds and amounts of such insurance carried by the CONTRACTOR shall not be less than the kinds and amounts designated herein, and the CONTRACTOR agrees that the stipulation herein of the kinds and minimum amount of insurance coverage or the acceptance by the OWNER of certificates indicating the kinds and limits of coverage shall in no way limit the liability of the CONTRACTOR to any such kinds and amounts of insurance coverage.

Workman's Compensation Insurance:

The CONTRACTOR shall provide adequate statutory WORKMEN'S COMPENSATION for all labor employed on the project who may come within the protection of such laws and shall provide, where practicable, Employer's General Liability Insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance satisfactory to the OWNER shall be given. Said insurance shall be written with such company as may be acceptable to the OWNER and the policy shall be submitted to the OWNER for examination. Satisfactory certificated and said insurance shall be filed with the OWNER in sextuplicate prior to the commencement of operations by the CONTRACTOR. The CONTRACTOR will be charged with the responsibility for proper and adequate Workmen's Compensation coverage for all his subcontract operations, and in the event the Contractor's policy does not cover each and every SUBCONTRACTOR, certificates of insurance issued on policies by companies that may be acceptable to the OWNER covering each and every SUBCONTRACTOR shall be filed with the OWNER prior to the commencement of such subcontract operations.

Contractors Comprehensive General Public Liability and Property Damage Liability Insurance:

1. The CONTRACTOR shall carry Comprehensive General Liability insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; Contractor's Comprehensive Property damage Liability insurance providing for a limit of not less than Five Hundred Thousand dollars (\$500,000) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or Aggregate) limit on not less than One million dollars (\$1,000,000) for all damages arising out of injury or destruction of property during the policy period.
2. The insurance shall be placed with such company as may be acceptable to the OWNER. The policy shall be submitted to the OWNER for examination and satisfactory certificates and said insurance shall be filed with the OWNER in (4 copies) just prior to the preparation of the construction contracts. The CONTRACTOR will be

charged with the responsibility for similar Public Liability protection for all his subcontract operations, and in the event CONTRACTOR'S policy does not cover each and every SUBCONTRACTOR, certificates of insurance issued on policies that may be acceptable to the OWNER covering each and every SUBCONTRACTOR shall be filed with the OWNER prior to the commencement of such SUBCONTRACT operations.

Owner's Protective Liability Insurance & Property Damage:

The Contractor shall provide the Owner an insurance policy written in the name of the OWNER, its employees, servants and agents, to protect the OWNER from any liability which be incurred against them as a result of any operations of the CONTRACTOR or his SUBCONTRACTORS or their employees. Such insurance shall provide for a limit of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more person in any one accident and not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of injury to or destruction of property in any one accident and subject to total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automobile Liability and Property Damage Insurance:

The CONTRACTOR shall carry Comprehensive Automobile Liability insurance covering all owned vehicles, hired vehicles or non-owned vehicles in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property damage coverage in the amount of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

Special Hazards Insurance:

Special hazards shall be covered by rider or riders to the Public Liability and Property Damage insurance policy or policies hereinabove required to be furnished by the CONTRACTOR or by separate policies of insurance as follows:

1. Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to the excavation including borrowing, filling or backfilling in connection therewith, tunneling, pile driving, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
2. Property Damage Liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

3. Property Damage Liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting there from.
4. The CONTRACTOR shall require similar insurance in such amounts to be taken out and maintained by each SUBCONTRACTOR.

Builders Risk Insurance:

During the progress of work the contractor shall effect and maintain BUILDERS' RISK INSURANCE ON COMPLETED VALUE FORM against loss by fire, lightning, windstorm, hurricane, cyclone, tornado, hail, explosion, riot, riot attending a strike, aircraft, smoke and vehicles damage vandalism and malicious mischief upon all work in place and all material stored at the building site, whether or not covered by partial payments made by the OWNER. This insurance shall be in an amount equal to 100 percent of the insurable portion of the project and shall be for the benefit of the OWNER the CONTRACTOR and each Subcontractor as their interest may respectively apply.

TECHNICAL SPECIFICATIONS

MEASUREMENT AND PAYMENT

GENERAL: The Contractor shall provide all plant, labor, materials and equipment and perform all work to provide improved roadways, sidewalks and shoulders indicated and specified within the limits of the City of Warwick. Streets to be improved may be scattered and of different widths and lengths and the requirements for thickness of asphalt pavement (overlay), preparatory work and work items etc. may vary from street to street. A list of streets to be improved will be provided prior to start of work. The Contractor shall provide the Director of Public Works with a schedule showing the order and approximate date he intends to start the work on each street designated by the City.

- Roadway shall be graded using a mechanical grader to remove loose material and cut back loose shoulders and strike off a straight uniform gutter line. No separate payment will be made for grading but the cost shall be included in the unit price for paving.
- The existing road surface shall be swept clean of all sand and debris by the Contractor. No separate payment will be made for sweeping, but the cost shall be included in the unit price for paving.
- All existing manhole frames and covers, water service valve boxes, or other roadway fittings shall be adjusted to proposed grade. The Contractor shall put up and maintain such barrels flashing lights, danger warning signals and signs that will prevent accidents during the construction work and protect the work and insure the safety of personnel and the public at all times and places, at no extra cost to the Owner.
- Prior to new pavement overlay, and if directed by the Owner, a leveling course shall be applied to insure a uniform overlay thickness.
- Where new roadway will be higher than the existing sidewalk area; the sidewalk area shall be raised with gravel, graded, and loam and seed shall be applied as directed by the City.
- All streets will require the application of an asphalt emulsion tack coat prior to bituminous concrete overlay unless it is deemed unnecessary by the Director Public Works Department. The cost of the tack coat shall be considered incidental and shall be included in the bituminous concrete unit price.
- The Contractor is responsible for coordinating his efforts with all local, State and private utilities; including his responsibility to call and notify "DIG SAFE" before proceeding.

Items 1 – 4 BITUMINOUS CONCRETE PAVING:

The thickness or depth of new pavement shall be approximately 1-1/2" or 2" as directed by the Director of Public Works.

1. All paving materials and construction methods shall be in strict conformity with the latest revision of "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction". Specifically, gravel borrow shall conform to the requirement of para. M-1.02 and M-01.09 Table-1, Col.1 of the Standard Specifications. Bituminous concrete for surface course and overlays shall conform to the requirements for Medium Texture, Type 1-1 as designed under para. M-03.01 of the Standard Specifications Bituminous concrete pavements shall be placed, compacted and finished according to the applicable requirements of paragraph 401.03 of the Standard Specifications.
2. New bituminous concrete overlay shall be placed from gutter line to gutter line, or to formation widths between points or intersection of streets directed.
3. All new paving shall be guaranteed for one year from the date of completion of this contract. Deterioration noted within the one year guarantee period shall be cut out and replaced to the proper grade at no additional cost to the City.
4. Where alterations to driveways entrances are required, payment will be made at the unit price for bituminous concrete overlay, and any cost for forming, laying and consolidation shall be included in the unit price bid. "Cut and match" at these locations shall be directed by the City and paid for at the unit price bid per linear foot.
5. City of Warwick control of, or accountability for, quality and quantity control special provision:
 - a. All bituminous concrete delivered to the work site shall be accompanied by the computerized printout sheet which indicates the weight of the bituminous concrete.
 - b. If, in the event of a computer breakdown, no more than one day may transpire before the job is stopped or before computer printouts are again available.
 - c. The City reserves the right to station a City employee at the plant with full authority to observe all operations.
 - d. At any time the City reserves the right to have any truck delivery weight double checked at the scale of a third party.
 - e. As a check against weights, the City will use the following field factors, i.e. if, for instance 2 inch overlay is directed the reported or computerized tonnage are not in agreement with whatever area was

paved, multiplied by the appropriate factor (within 10%) random test cores will be taken by the City in full view of the Contractor. The City shall only be bound to pay for 2 inches it ordered. If the average core depth is more than that directed, the City shall only pay for the directed depth and appropriate factor multiplied times the area in question. Payment shall not be governed by the computerized slips in the event of a discrepancy.

ASPHALT CONCRETE YIELD FACTORS:

Mixtures made with crushed stone aggregates, Class "1" Binder and base course.

115 lbs./sq.yd/ @ 1 inch thick	0.0575 ton/SY
17.40 sq.yd @ 1 inch thick	0.0575 ton/SY
11.69 sq.yd @ 1 1/2 inch thick	0.0862 ton/SY
8.70 sq.yd @ 2 inch thick	0.1150 ton/SY
5.80 sq.yd @ 3 inch thick	0.1725 ton/SY
3.48 sq.yd @ 5 inch thick	0.2874 ton/SY
2.90 sq.yd @ 6 inch thick	0.3450 ton/SY

- Item 1 **Payment to furnish and place Type 1-1 Bituminous Concrete Surface Course** shall be paid for at the contract unit price per ton, complete and accepted by the Owner, as indicated above. This item shall include tonnage associated with bituminous berm.
- Item 2 **Payment for Type 1-1 Bituminous Concrete Base Course** shall be paid for at the contract unit price per ton, complete and accepted by the Owner, as indicated above.
- Item 3 **Payment for Type 1-1 Bituminous Concrete Leveling Course** shall be paid for at the unit price bid per ton inclusive of preparatory work.
- Item 4 **Payment for Cut and Match** shall be paid for at the contract unit price bid per linear foot, complete and accepted by the Owner.

ASPHALT EMULSION TACK COAT shall consists of furnishing, delivering, and placing an asphalt emulsion tack coat on existing surface prior to the placement of a bituminous concrete overlay. The asphalt emulsion shall conform to the requirement of AASHO M 81. Application of the asphalt emulsion tack coat shall be by means of a pressure distributor capable of producing a uniform continuous fine spray, through multiple nozzles, resulting in a uniform continuous cost of emulsion over the section to be treated.

1. OLD PAVEMENT – Application rate shall be 0.05 gallon per square yard of surface over the entire area to be overlaid.
2. NEW PAVEMENT – Application rate shall be 0.02 gallons per square yard of surface over the entire area to be overlaid.

Special care shall be taken at curb areas to insure that asphalt emulation is not sprayed or tracked onto existing curbing. This shall be accomplished by placing a covering over the curbing, anchored in place so as to prevent any displacement.

Payment to furnish and place Asphalt Emulsion Tack Coat shall be considered incidental and shall be included in the bituminous concrete unit price.

Item 5 **FULL DEPTH RECONSTRUCTION**

Full depth reconstruction shall consist of removing and disposing of existing pavement and unsuitable base material, then installing, compacting, and regrading the street to the required grade. In addition, the contractor must furnish and install 2" thick bituminous binder and a 1-1/2" type I-1 wearing course. An asphalt emulsion tack coat will be required if the binder course and wearing course are not applied on the same day. Work areas will generally be 50 SY or more and may include entire width by length of the street.

Item 5 **Payment for Full Depth Reconstruction** shall be paid at the contract unit price bid per CY. Payment will include excavation of pavement and base; removal and disposal of unsuitable material; and furnishing, placing and compacting new gravel base, complete and accepted by the Engineer prior to placement of the bituminous concrete overlay. The bituminous material used for the binder and wearing courses is not included in this contract unit price, but rather is included in the unit price listed for those respective items.

Item 6 **COLD RECYCLED BASE COURSE (RECLAMATION)**

Cold recycled base course shall include the rehabilitation of an existing pavement structure into a processed asphalt stabilized base (recycled) course in accordance with RI DOT Standard Specifications for Road and Bridge Construction Section 406 (copy herein), with noted exceptions (underlined).

SECTION 406
COLD RECYCLED BASE COURSE
(PAVEMENT REHABILITATION/RECYCLING)

DESCRIPTION. This work shall consist of the rehabilitation of an existing pavement structure into a processed asphalt stabilized base (recycled) course. The existing pavement is to be mixed with a specified depth of the existing gravel base. This mixture of pavement and gravel is to be processed, reshaped, rolled, compacted and fine graded to the cross sections and/or grades indicated on the Plans, all in accordance with these Specifications.

Remaining Gravel Base. The remaining gravel base and/or subgrade may be modified to properly accommodate the processed asphalt stabilized base course. Any modifications of this nature, if required, such as, but not limited to, the excavation and replacement of unsuitable materials and trimming and fine grading will be considered incidental and included under this unit price.

MATERIALS. The processed asphalt stabilized base material shall conform to the gradation requirements of either Gradation “A” or Gradation “B”, whichever is specified in the Contract.

SIEVE DESIGNATION	GRADATION “A”	GRADATION “B”
	% PASSING BY WEIGHT	% PASSING BY WEIGHT
3”	100	100
2-1/2”	80-100	100
1-1/2”	70-100	70-100
3/4”	50-85	50-95
NO. 4	0-55	30-75
NO. 50	8-24	8-30
NO. 200	2-12	3-12

If additional aggregate is needed, the Contractor may be directed to add material from an outside source. However, scarified pavement and gravel fines must be mixed together and thoroughly worked and/or reworked as described herein.

Additional gravel shall conform to the requirements for Gravel Borrow as set forth in Subsection M.01.09, Table I, Column I, of the RI DOT Standard Specifications for Road and Bridge Construction

406.03 CONSTRUCTION METHODS.

406.03.1 Equipment. The Contractor has the option to utilize whatever equipment can effectively pulverize, crush, mix and/or blend the recyclable materials to specification. Furthermore, the Contractor can either choose to process in-place or load and haul the recyclable materials to an off-site location, process them into the proper recycled material and return it to the job site.

406.03.2 Procedure. Prior to the start of Pavement “Rehabilitation/Recycling” all water and gas gates are to be lowered to a minimum depth of one foot from proposed finish grade. All manholes and catch basin frames, grates and coven are to be removed. The structures are to be covered with a temporary cover which shall overhang the pavement opening by a minimum of one foot on all sides of adequate strength to accommodate truck and construction equipment loadings. The voids remaining after utility gates or drainage structures are lowered are to be filled with gravel borrow material conforming to the requirements of Table I, Column I of Sub M.01.09 of these Specifications. The existing pavement is to be scarified and mixed with gravel from the roadway structure.

The minimum depth of existing gravel to be incorporated in the rehabilitation process will be specified by the City. This quantity will be taken from the uppermost portion of the base layer unless otherwise specified.

Water and calcium shall be added to insure optimum moisture content at the time of compaction. They shall be applied at the rate of 0.25 pounds of calcium chloride per gallon of water per square yard of recycled pavement area. The mixing formula may be modified by the Engineer to compensate for temperature, humidity, weather and/or density determinations. Any required modifications to the remaining gravel base and/or subgrade such as but not limited to cuts, fills, grade realignment and the removal of unsuitable materials will be made before spreading the asphalt stabilized base material Existing utility gates, manholes and catch basins are to be adjusted to finish grade.

The thickness of the processed asphalt stabilized (recycled) base course will be shown on the Plans, graded to the specified cross section, plan grades or as directed by the Engineer and compacted to a uniform density of not less than 95 percent of maximum density as determined by AASHTO T180, Method D.

The restored cross section shall be thoroughly compacted to a dense consolidated mass by rolling with an approved roller capable of producing the specified density. The required density will be measured by a Nuclear Density Gauge.

The processed asphalt stabilized base shall be tested for smoothness and accuracy of grade and if any portions are found to lack required smoothness or accuracy such portions shall be rescarified, reshaped, recompact, and otherwise manipulated as the Engineer may direct until the required smoothness and accuracy are obtained. The finished surface shall have a tolerance of 1/2-inch plus or minus to the grades shown on the plans or as directed.

It is the responsibility of the Contractor to insure that the equipment/construction methods he intends to use are capable of complying with project specifications.

406.04 METHOD OF MEASUREMENT. "Cold Recycled Base course" will be measured by the number of square yards of material actually placed in accordance with the Plans and/or as directed by the Engineer.

406.05 BASIS OF PAYMENT. The accepted quantity of "Cold Recycled Base Course" will be paid for at the contract unit price per square yard as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, equipment, and materials, including scarifying, mixing, pulverizing, spreading, reshaping, regrading, rolling, compacting, fine grading, any loading, hauling or other handling of recyclable materials, all costs incurred resulting from the Contractor's choice to process materials off-site, costs resulting from moving processed materials to allow for modifications to the remaining gravel base and/or subgrade, the removal and disposal of unsuitable materials, the movement of surplus asphalt stabilized base material from one location to another within the project limits, all material, placement and subsequent removal of temporary cover and structures, and all other incidentals required to finish the work, complete and accepted by the Engineer.

Item 6	Payment for Cold Recycled Base Course shall be measured and paid at the contract unit price per SY of material actually placed as directed.
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Item 7 REMOVING BITUMINOUS PAVEMENT BY COLD PLANING

Removing bituminous pavement by cold planing shall be in accordance with RI DOT Standard Specifications for Road and Bridge Construction Section 935 with noted addition.

NOTE: The Contractor must pave the milled roadways within five (5) work days from the date the roadway was milled. If necessary, the City will prohibit the Contractor from milling additional roadways until the paving operations have been completed on previously milled roads.

Item 7 **Removing Bituminous Pavement by Cold Planing** will be paid for at the contract unit price per square yard as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials and equipment, and all other incidentals required to finish the work complete and accepted by the Engineer.

Item 8 REMOVE AND STOCKPILE EXCESS MATERIAL

Excess process gravel resulting from the cold recycled base course procedure shall be removed and stockpiled at City Yard.

Item 8 **Remove and stockpile excess 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, and all other incidentals required to remove and deliver the material to City Yard.

Item 9 FURNISH AND INSTALL PROCESSED GRAVEL

The Contractor shall be required to furnish and install processed gravel as necessary in all roadway and sidewalk areas, as directed by the City. Gradation shall conform to the gradation for crushed gravel given below:

GRADATION

Passing 2" sieve	100 percent
Passing 1" sieve	55-85 percent
Passing 3/4" sieve	50-80 percent
Passing #4 sieve	30-60 percent
Passing #40 sieve	10-30 percent
Passing #200 sieve	3-10 percent

Item 9 **Furnish and install processed gravel** 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, and all other incidentals required to install processed gravel as directed by the City.

Item 10 MODIFY/REPAIR CATCH BASIN

The Contractor shall be required to modify and repair catch basins as necessary and as directed by the City. In most instances this work will be performed by City staff working with the Contractor; however in instances where the City staff is unavailable the Contractor will be required to repair or modify existing catch basins to insure they are structurally sound and match the angle and elevation of the new pavement.

Item 10 **Modify/Repair Catch Basin** will be paid for at the contract unit price per each as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials and equipment, and all other incidentals required to modify or repair each catch basin as directed by the City.

Item 11 ADJUST MANHOLE COVERS AND CATCH BASIN GRATES TO GRADE

The Contractor shall jack hammer pavement adjacent to the castings, provide a bed of cement mortar, or clay bricks to raise the castings to proposed grade. Concrete collars shall be provided to refill around the casting flush with existing grade. Bituminous concrete may be used provided the space around the casting is wide enough to be compacted satisfactorily.

Item 11 **Adjust manhole frames and covers or catch basin grates** will be paid based on the unit price bid per casting adjusted which price shall constitute full compensation for furnishing all materials, cutting and matching pavement, all excavation, backfill, cement mortar, concrete collars, brick, etc. and disposing of all surplus materials.

Item 12 ADJUST WATER AND GAS GATE COVERS TO GRADE

This item includes jack hammering out pavement adjacent to the castings, providing a bed of cement mortar, or clay bricks to raise the castings to proposed grade. Concrete collars shall be provided to refill around the casting flush with existing grade. Bituminous concrete may be used provided the space around the casting is wide enough to be compacted satisfactorily.

Item 12 **Adjust water and gas valve boxes to grade** will be based on the unit price bid per casting adjusted which price shall constitute full compensation for furnishing all materials, cutting and matching pavement, all excavation, backfill, cement mortar, concrete collars, brick, etc. and disposing of all surplus materials.

Item 13 FURNISH & INSTALL NEW WATER GATE BOXES

This item shall include furnishing and installing new water gate boxes. The provided water gate boxes shall be in accordance with the City of Warwick Water Department or the Kent County Water Authority regulations.

Item 13 Furnish & install new water gate boxes shall be measured and paid for by the number of new water gate boxes installed, tested, and accepted.

Item 14 FURNISH AND INSTALL LOAM

This item shall consist of furnishing and installing loam, as directed. Loam shall consist of loose, friable, sandy loam or loam topsoil free of a mixture of subsoil, refuse, stumps, roots, rocks, brush, weeds, and other materials which will prevent the formation of a suitable seedbed. Organic matter shall constitute not less than five (5) percent not more than twenty (20) percent of the loam as determined by loss-on-ignition of oven dried samples that have been drawn by the engineer, unless otherwise specified or directed. The loam shall have an acidity range of approximately 5.5 PH to 7.6 PH.

Item 14 **Furnish and install loam** will be measured for payment by the cubic yard in place. Payment will be at the unit price bid per cubic yard, measured at site, placed, graded and compacted ready for seeding.

Item 15 FURNISH AND INSTALL GRASS SEED ON LOAMED AREAS

This item shall consist of preparing the loam bed by raking and then applying grass seed using an approved spreader. Seed shall be URI No. 2 mixture or approved equal applied at the rate of six pounds per thousand square feet. Seeded areas shall be given a thorough watering immediately following the spreading.

Item 15 **Furnish and install grass seed on loamed areas** will be measured by the square yard on area seeded. Payment will be at the unit price bid per square yard complete and accepted.

Item 16 REMOVE EXISTING SIDEWALKS AND DRIVEWAYS AND REPLACE WITH 4" OR 5" THICK CEMENT CONCRETE

This item shall include removal of existing sidewalk and/or driveways, replacing 6" gravel sub-base, installing and bracing forms, and placing, finishing and curing of cement concrete sidewalk either 4" or 5" uniform thickness in accordance with section 904.03.1 of RI DOT Standard specification for Road and Bridge Construction (Latest Edition).

Item 16 **Remove existing sidewalk and driveways and replace with 4" or 5" thick cement concrete** will be measured by the number of cubic yards of pavement actually placed as directed. Payment will be at the unit

price bid per cubic yard complete and accepted. No separate measurement or payment will be made for existing sidewalk removal, gravel subgrade or formwork, but shall be considered to be included in the unit price bid.

Item 17 **BITUMINOUS CONCRETE SIDEWALKS AND DRIVEWAYS**

This item shall consist of constructing asphalt sidewalks 3" thick on a prepared 6" processed gravel base and shall include preparatory work of excavating and replacing of existing earth, filling and leveling with processed gravel 6" thick , forming and rolling, 3" finished thickness of type I-2 bituminous concrete sidewalk. Work shall be in accordance with section 904.03.2 of RI DOT Standard Specifications for Road and Bridge Construction (Latest Edition).

Item 17 **Bituminous concrete sidewalks and driveways** will be measured by the number of tons of bituminous concrete actually placed. Payment will be at the unit price bid per ton complete and accepted. No separate payment will be made for preparatory work and processed gravel but shall be considered to be included in the unit price bid.

ITEM 18 **BITUMINOUS CONCRETE LIP CURBING – RI DOT STD. 7.5.0**

This item shall consist of the furnishing and installing bituminous concrete lip curbs separately installed on a previously laid asphalt base or binder course. Bituminous material shall conform to the requirements of Subsection M.09.04.

Item 18 **Bituminous Concrete Lip Curbing – RI DOT STD. 7.5.0** will be measured by the number of linear foot installed. Payment will be at the unit price bid per linear foot complete and accepted. No separate payment will be made for preparatory work but shall be considered to be included in the unit price bid.

CITY OF WARWICK
BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2018-093 Street Improvements

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.

**PLEASE COMPLETE & SUBMIT THE ATTACHED PRICING SHEET TO
ALLOW US TO ACCESS A FAIR COMPARISON OF ALL BIDS SUBMITTED**