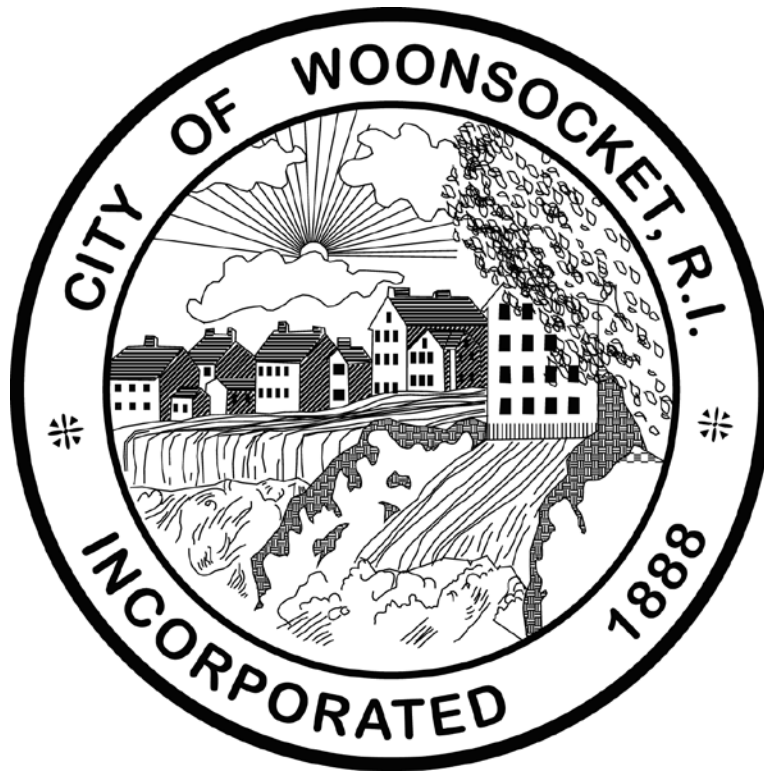


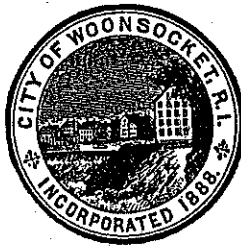
# City of Woonsocket



ROADWAY IMPROVEMENTS FOR  
CASS AVENUE (CUMBERLAND STREET TO ELM STREET)  
BID No. 5784

Contract Specifications

*Prepared By:  
City of Woonsocket  
Department of Public Works  
Engineering Division  
January 2017*



**CITY OF WOONSOCKET, R.I.**  
**INVITATION TO BID**  
**ROADWAY IMPROVEMENT FOR CASS AVENUE – BID# 5784**  
**(Cumberland Street to Elm Street)**  
**For the Public Works Department**

Sealed bids/proposals will be accepted in enclosed envelopes endorsed “Bid No. 5784, Roadway Improvements for Cass Avenue (Cumberland Street to Elm Street)” and addressed to the Finance Department, City Hall, 169 Main Street, Woonsocket, RI 02895, and will be received until **2:00 pm on Monday, February 20, 2017**, at which time all bids will be opened and read aloud. **Bids must be submitted in duplicate form.**

**A Preconstruction Conference will be held with a successful bidder at a date acceptable to the contractor and the City.**

Bids shall be for roadway improvements for Cass Avenue (Cumberland Street to Elm Street, 11,700 SY) within the City of Woonsocket.

Specifically the work shall include, but not be limited to, tack coat and pave 1 ½” wearing coarse of asphalt and all other incidentals necessary to complete the work of this contract.

In accordance with RI General Law 37-13-7 contracts in excess of \$1,000 shall require compensation based on prevailing wages for construction, alteration and/or repair, painting and decorating.

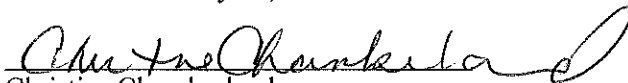
A certified check or bid bond in the amount of 5% of the bid price must accompany each proposal. The certified checks or bonds will be returned to all but the successful bidder upon execution of the contract. The bidder's check/bond will be returned when the terms of the conditions of the bid are met to the satisfaction of the City of Woonsocket.

In accordance with Rhode Island General Law 44-1-6, nonresident contractors are subject to a 3% withholding of the contract price to secure payment of any sales tax, use tax, and/or income tax withheld that may be due the State of Rhode Island. WBE, MBE and Section 3 contractors are encouraged to bid.

The Department of Public Works reserves the right to accept or reject any or all options, bids, or proposals; to waive any technicality to any bid or combination thereof, to contract in part or in whole, and to award in the best interest of the City of Woonsocket. The award will be made on the basis of the lowest responsible bid (price and experience).

No bidder may withdraw its bid within sixty (60) days after the actual time and date of the opening thereof.

Published: January 20, 2017

  
Christine Chamberland  
Finance Director

**INFORMATION TO BIDDERS**

**CITY OF WOONSOCKET**

**FINANCE DEPARTMENT**

**(401) 762-6400**

**1. RECEIPT AND OPENING OF PROPOSALS**

Sealed bids/proposals will be accepted and time stamped upon receipt in the Finance Department, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island, 02895, until the time indicated on the attached Advertisement for Bids, for the commodities, equipment or services listed in the specifications. Bid/Proposals will be publicly read at the time specified in the advertisement.

**2. FORM OF BID**

Proposals shall be submitted in duplicate. Supplemental information, drawings, warranties, literature and material to be provided with the bid shall be on the bidder's own form.

**3. SUBMISSION OF BIDS**

Envelopes containing bids must be sealed and addressed to the Finance Department, Office of Purchasing, City of Woonsocket, P.O. Box B, Woonsocket, Rhode Island, 02895, and must be marked with the name and address of the bidder with the name of the bidder in the lower left hand corner.

The Finance Director will decide when the specified time has arrived to open bids and no bid thereafter will be considered.

Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephone bids, faxed bids, amendments or withdrawals will not be accepted.

Unless otherwise specified, no bid may be withdrawn for a period of sixty (60) days from the time of bid opening.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.

Any deviation from the Specifications **MUST BE NOTED IN WRITING AND ATTACHED AS PART OF THE BID PROPOSAL.** The bidder shall indicate how the bid will deviate from Specifications.

**4. RHODE ISLAND SALES TAX**

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 1, as amended.

**5. FEDERAL EXCISE TAXES**

The City is exempt from the payment of any excise tax or federal transportation taxes. The price of the bid must be exclusive of taxes and will be so constructed.

**6. QUALIFICATION OF BIDDERS**

The City shall make such investigations, as it deems necessary, to determine the ability of the bidder to perform the work. The bidder shall furnish the City with all such information and data for the purpose as may be requested. Insurance certificates listing other subcontracting or related firms other than the actual bidder are not acceptable. At the time the bid is submitted to the City all bidders must provide insurance certificates listing the actual bidder as the insured party. The City of Woonsocket must be listed as an additionally insured party and as a certificate holder. The minimum amounts of insurance coverage must be listed as \$2,000,000.00 for general liability and \$1,000,000.00 for automobile liability. Workers compensation insurance must be provided per RI general law (see Table A).

**7. ADDENDA AND INTERPRETATIONS**

No interpretation on the meaning of the Plans, Specifications or other Contract Document will be made to any bidder orally. Every request for such interpretations should be in writing, addressed to the Finance Director, P.O. Box B, Woonsocket, Rhode Island 02895, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the bids. Fax transmissions will be accepted with written follow up by bidder.

Any and all interpretations and supplemental instructions, which if issued, will be emailed to all prospective bidders (at the respective email address furnished by the bidder for such purpose), not later than 48 hours prior to the date fixed for the opening of bids (unless such addenda postpones the opening of bids). Failure of bidder to receive any such addendum or interpretations shall not relieve any bidder from obligation under his bid submitted. All addenda so issued shall become part of the Contract Document.

**8. DELIVERY**

All purchases related to this bid are to be delivered FOB to various locations within the City of Woonsocket, delivery to be supplied with the Purchase Order. No extra charges for delivery, handling or other services will be honored. Only inside delivery and set-up, where required, will be accepted. **TAILGATE DELIVERIES WILL BE REFUSED.** The vendor must notify the City of Woonsocket 24 hours prior to delivery. All claims for damage in transit shall be the responsibility of the successful bidder. The City will not make payment on damaged goods, they must be replaced or adjustments made at the option of the City. The City of Woonsocket is only represented by the Finance Director in these matters and said director shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.

9. Bid price is to include the cost of uncrating and setting in place where noted.
10. Bid price is to include installation where noted.
11. Bidder must comply with all State Labor Laws for Public Works projects.
12. The successful bidder must have all current taxes paid which are owed to the City of Woonsocket.
13. In accordance with Rhode Island General Law 37-13-7, contracts in *excess of \$1,000.00* shall require compensation based on *prevailing wages* for construction, alteration and/or repair, painting and decorating. The rates are available from the Rhode Island Department of Labor at (401) 457-1800.
14. In accordance with Rhode Island General Law 37-13-14, bidders for public works/building contracts in *excess of \$5,000.00* shall furnish a performance bond, upon conditional award of the contract, at 100% of the contract price, conditioned upon faithful performance of the contract. A Labor and Materials Bond, at full contract value, is required upon conditional award of the contract.

**CONTRACT FORMS**

**CITY OF WOONSOCKET**

**RHODE ISLAND**

**FINANCE DEPARTMENT**

**PURCHASING DIVISION**

**THE OFFICER OF THIS COMPANY, HEREBY, CERTIFIES THAT THIS COMPANY IS IN GOOD STANDING WITH THE STATE OF RHODE ISLAND AND ALL THE REQUIRED RECORDS HAVE BEEN FILED WITH THE STATE.**

NAME:	
CORPORATION NAME:	
BY:	TITLE:
STREET ADDRESS:	
CITY:	STATE:
WITNESS:	DATE:

**CONTRACTORS APPLICATION FOR PAYMENT**

TO: City of Woonsocket, 169 Main Street, Woonsocket, RI 02895	
PROJECT:	
FROM:	
PROJECT #	APPLICATION #

Application is made for payment as shown below:

- 1. ORIGINAL CONTRACT SUM..... \$ \_\_\_\_\_
- 2. PENDING CHANGE ORDERS ..... \$ \_\_\_\_\_
- 3. CONTRACT SUM TO DATE..... \$ \_\_\_\_\_
- 4. TOTAL COMPLETED TO DATE..... \$ \_\_\_\_\_
- 5. RETAINAGE (10% of Completed Work) ..... \$ \_\_\_\_\_
- 6. TOTAL EARNED LESS RETAINAGE..... \$ \_\_\_\_\_
- 7. LESS PREVIOUS PAYMENTS..... \$ \_\_\_\_\_
- 8. CURRENT PAYMENT ..... \$ \_\_\_\_\_
- 9. BALANCE TO FINISH INCLUDING RETAINAGE..... \$ \_\_\_\_\_

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous certificates for payment were issued and payment received from the City of Woonsocket, and that current payment shown is now due.

Contractor:	
Amount Certified:	
By:	Date:
State:	County:
Subscribed and sworn to before me this _____ day of _____	
Notary Public:	My Commission expires:
Authorized for Payment:	Date:

## **GENERAL CONDITIONS**



**GENERAL CONDITIONS  
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## **1. SCOPE OF WORK**

The work encompassed in this contract shall include; tack coat and pave 1½” (after compaction) of a wearing coarse of asphalt, Class 9.5 per RIDOT specifications, on Cass Avenue from Cumberland Street to Elm Street (11,700 SY), within the City of Woonsocket.

The Contractor shall provide at his own expense all necessary Bonds, Social Security, Unemployment and Cash Sickness Benefits, Taxes, Workman's Compensation, Public Liability and Property Damage Insurance, and other necessary items. He shall obtain all licenses and permits as required by law or ordinance. He shall give all notices and comply with all local, state and federal rules, regulations, laws and/or ordinances for the conduct of work as shown in the plans and specifications.

## **2. OBLIGATIONS AND LIABILITY OF CONTRACTOR**

The Contractor shall take responsibility for the work done under this contract, for the protection of all the work, and for preventing injuries and damage to property or utilities on or about the work. He shall in no way be relieved of his responsibility by any right of the Engineer to give permission or issue orders, relating to any part of the work, or by any such permission given or orders issued, or by failure of the Engineer to give such permission or issue such orders. The Contractor shall bear all losses sustained by him or by the City on account of the quality or character of the work, because the nature of the land differs from that which was estimated or expected, or on account of the weather, conditions or other causes. The Contractor shall assume the defense of all claims, regardless of Character against the contractor or the City. He shall indemnify and hold harmless the City, its officers or agents, against all claims for injuries to persons, corporations or property arising out of the work done under this contract; or groundless, false, or fraudulent claims or claims relating to labor and materials furnished for the work.

## **3. INSURANCE REQUIREMENTS**

The Contractor shall not commence work under this contract until he has obtained all insurance required under this section. Work shall not commence until the City has approved such insurance. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. The amounts of such insurance shall be as defined in **TABLE A**.

The Contractor and his subcontractors shall also obtain insurance “Riders” to cover special hazards, such as blasting, hazardous waste removal, etc., to be encountered in the work required under this contract. The coverage for such riders shall be the same as that specified above for Public Liability and Property Damage. The Contractor and subcontractors, if any, shall also obtain any and all other insurance as may be required by law, including but not limited to, Workmen's Compensation Insurance.

The Contractor shall provide the City's Engineering Division with satisfactory proof of the insurance required. This proof shall consist of two (2) certificates from each insurer insuring the Contractor or any subcontractor under this contract. These certificates shall contain the name and address of the insured, the policy number, the limits of liability, the expiration date of the policy, a statement that the insurance of the type afforded by the policy applies to all the Contractor's operations on or at the site of the work, a statement which refers to this contract and insurance

specification and states that such insurance is as required by this contract, and a statement as to exclusions and methods of cancellation.

#### **4. CONTROL BY THE ENGINEER**

The Engineer shall have general supervision and direction of the work. The Contractor shall abide by all orders, directions and requirements, and shall perform all work to the satisfaction of the Engineer.

The Engineer shall have the authority to reject all materials which do not conform to the contract; to approve the methods, manner and sequence of all work; to determine the amount, quality, acceptability, and fitness of all parts of the work; and shall interpret the plans, specifications and other contract documents, issue any extra work orders and give final approval to the complete work.

The Engineer shall decide upon all questions in connection with the work, and shall within a reasonable time after presentation to him of such questions, make decision, in writing, relating to the execution and progress of the work or the interpretation of the contract documents.

The Engineer shall have the authority to make minor changes in the work, not involving extra cost, providing such changes are consistent with the purpose of the work. No extra work shall be authorized without written order from the Engineer, except in an emergency that is endangering life or property. No claim for an addition to the contract sum shall be valid unless so ordered.

#### **5. COMMENCEMENT PROSECUTION AND COMPLETION**

The Contractor will be required to commence work under this contract within the time limit specified therein after the date of the notice to proceed, to prosecute the work with faithfulness and energy, and to complete the entire work under this contract by the limit stipulated. The completion time is specified in **TABLE A** at the end of this section. The completion time stipulated above shall include final cleanup of the premises.

#### **6. PUBLIC SAFETY**

The City will provide, erect, and maintain continually, seven day per week and twenty four hours per day, all necessary barricades, reflective signs, signals, flashing lights, etc., and take all necessary precautions for the protection of the work and the safety of the public.

The City will coordinate and assume the expenses for the necessary Police Details and necessary police cruisers and Flag Persons.

#### **7. CLEANING UP**

The Contractor shall keep the construction area clean from accumulation of waste material or rubbish at all times, including storage areas used by him. He shall remove any rubbish, tools, scaffolding, equipment and materials from and about the premises, which do not belong to the City, prior to completion of the work. The Contractor shall leave the work and premises, following the completion of work, in a clean and workmanlike condition satisfactory to the Engineer.

## **8. CORRECTION OF WORK BEFORE FINAL PAYMENT**

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by the Engineer and/or by written notice, the City may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the City may, following an additional ten (10) days written notice, sell such materials at auction or at private sale. The City shall keep an account of the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

## **9. INVOICES**

The Contractor shall invoice the total amount for the job under one invoice after the work is completed.

## **10. PAYMENTS**

The total price bid shall include all costs for furnishing all materials, performing all the work, and furnishing all the tools, equipment, overhead items, and incidentals necessary to complete the work. The payment will be based upon the contract price except that the City may deduct and retain various amounts to cover damages or claims.

## **11. PAYMENT WITHHELD**

The City may withhold from final payment such payment as deemed necessary by the Engineer to protect against loss of:

- a. Defective work not remedied.
- b. Claims filed or reasonable and probable evidence of claims to be filed.
- c. Failure of the Contractor to properly make payments to subcontractors.
- d. Damage to another Contractor.

Payment shall be made in the amount withheld when the above grounds are removed.

TABLE A

General Conditions Reference	Item	Minimum Limits
3	Worker's Compensation and Employer's Liability Insurance	As required by law in the State of Rhode Island  Employer's Liability Limits: \$100,000 Each Accident \$500,000 Disease - Policy Limit
3	General Liability, including Contractor's Protective, Products and Completed Operations and Contractual Liability	\$2,000,000 General Aggregate \$2,000,000 Products and Completed Operations – Aggregate \$1,000,000 Personal Injury \$1,000,000 Each Occurrence Limit \$50,000 Fire Damage Limit \$5,000 Medical Payments

(C.U.\* Collapse and Underground coverage to be included. Blasting and explosion coverage required, if there will be blasting under the contract.)

3	Automobile Liability	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage
3	Owner's Protective Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate, Bodily Injury and Property Damage
3	Builder's Risk and Installation Floater Coverage	Limit equal to the total insurable Value of all Materials and Equipment to be built and / or Installed.

**Carrier Requirements**

All carriers used must have a Financial Performance Rating from A.M. Best Company of at least "A".

Bid Bonds, supply bonds and performance bonds will be required as necessary.

5	Time of Completion	Work must commence within five consecutive calendar days after the date of formal execution of the contract. Work must continue daily until completed.
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# **PROPOSAL**

## PROPOSAL

The undersigned bidder has carefully examined the site of the work described herein/ has become familiar with local conditions and the character and extent of the work/ has carefully examined the plans/ the State of Rhode Island Standard Specifications For Road And Bridge Construction with latest revisions and supplements to date of the contract/ which are acknowledged to be a part of this proposal/ the special provisions, the proposal form/ the form of contract agreement, and form of contract bond, and thoroughly understands their stipulations, requirements and provisions.

The undersigned bidder has determined the quality and quantity of equipment and materials required, has investigated the location and determined the sources of supply of materials required, has investigated labor conditions, and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder hereby agrees to be bound by the award of the contract and if awarded the contract on this proposal to execute within two (2) days after notice of award the required contract agreement and the required contract bond, of which contract this proposal, the plans for the work, and the specifications as above indicated, shall be a part.

The undersigned bidder further agrees to provide all necessary equipment, tools, labor, incidentals and other means of construction to do all the work and furnish all materials of the specified requirements which are necessary to complete the work in accordance with the proposal, the plans and the specifications and agrees to accept therefore, as payment in full, the unit prices for the various items described in the specifications and set forth in the proposal. Any "extra" or "force account work" will be paid for, differing site conditions, changes, extra work and force account work/ of the standard specifications and the undersigned bidder hereby agrees to accept payment therefore as stated herein.

The bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease and agrees that all quantities of work, whether increased or decreased, are to be performed at the unit prices stated in the following estimate of quantities and schedule of prices for the work described, subject however, to changes in the contract.

**The undersigned bidder declares that this Proposal is made without connection with any other person or persons making proposals for the same work, and is in all respects fair and without collusion or fraud. The undersigned bidder submits herewith, a proposal guarantee in the form of a bid bond in favor of the City of Woonsocket in the amount of 5% of the total or gross sum of the bid and agrees and consents that the proposal guarantee shall be forfeited to the City of Woonsocket as liquidated damages if the required contract**

**agreement and contract bond are not executed within two (2) days of the notice of award. All surety companies must be listed with The Department of the Treasury, Fiscal Services, Circular 570, (Latest Revision published by The Federal Register). The City of Woonsocket reserves the right to retain the surety of all bidders until the successful bidder enters into the Contract or until such time as the award or cancellation of the Contract is announced at which point Sureties will be returned to all bidders by the City of Woonsocket, Finance Department.**

Whoever, being an officer, agent, or employee of the United States, or of any State, or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false person as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of any highway or related project submitted for approval to the Secretary of Transportation; or Whoever, knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever, knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to the provisions of the Federal-aid Road Act approved July 11, 1916 (39 Stat. 355), as amended and supplemented. Shall be fined not more than \$10,000 or imprisoned not more than five years, or both. By signing here the signee agrees that the disk submitted is the same as the paper submitted and that any discrepancies may result in disqualification of the bid.



## PROPOSAL

BEING EITHER A (INDIVIDUAL, PARTNERSHIP, OR CORPORATION INCORPORATED) UNDER THE LAWS OF ANY STATE IN THE UNITED STATES OF AMERICA.

Contractor:
COMPOSED OF OFFICERS, PARTNERS OR OWNER, AS FOLLOWS:
President:
Vice - President:
Secretary:
Treasurer:
Address: _____

CERTIFICATION SUMMARY: I hereby certify that I have read all of the above requirements and understand that it affects the acceptability of my bid(s).

Name of Signatory - Title:	Date:
Total Bid Price for All Items Written in Words (based on 11,700 SY):	
Total Bid Price for All Items Written in Numbers (based on 11,700 SY):	
Bid Price Per Ton in Numbers (in excess of 11,700 SY):	

The undersigned bidder declares that this Proposal is made without connection with any other person or persons making proposals for the same work, and is in all respects fair and without collusion or fraud.