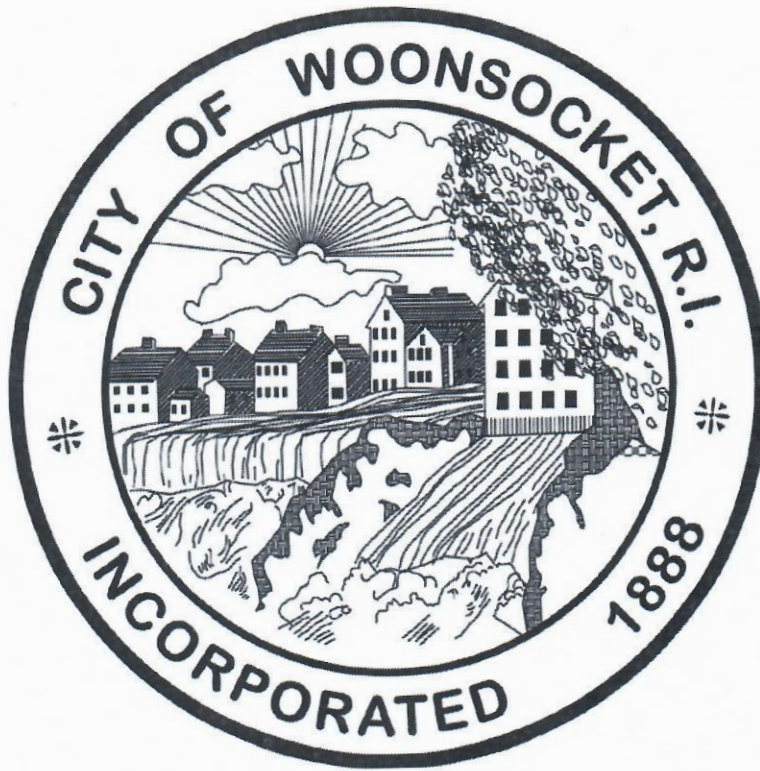


City of Woonsocket



City Wide Cold Planing

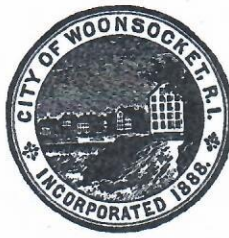
BID No. 6166

Bid Specifications

Prepared By: City of Woonsocket

Engineering/Public Works

September 2023



CITY OF WOONSOCKET, RHODE ISLAND

INVITATION TO BID FOR:

"City Wide Cold Planing"

BID No. 6166

For Engineering/Public Works

City of Woonsocket is accepting bid proposals for the above-referenced project. Sealed bids must be received by Woonsocket City Hall, Office of Purchasing, 169 Main Street, Woonsocket, RI 02895 prior to the bid opening date and time. On time bids will be publicly opened and read aloud in **the 2nd Floor Conference Room**, located in Woonsocket City Hall, promptly starting at **2:00 p.m. on Wednesday, September 13, 2023**. Bids received after this deadline will not be accepted and will be returned unopened to the sender.

The key components of this project include:

A one-year agreement with the City of Woonsocket to provide the necessary equipment and personnel at a price per square yard, on an as needed basis for city-wide cold planing.

All bids must be submitted in duplicate, placed in a sealed envelope and identified with the following information: **"City Wide Cold Planing, Bid No. 6166."** Bids must be prepared using the provided bid forms. All forms must be typed or printed and then signed and dated in ink.

Individuals requesting interpreter services for the hearing impaired should call the Finance Director at 401-762-6400 seventy-two (72) hours in advance of the bid opening deadline.

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

The City reserves the right to accept or reject Bids/Proposals, in whole or in part, and to waive as an informality any irregularities contained in any bid not affecting substantial rights.

Upon selection of a winning contractor, the City of Woonsocket will send a bid award notice to the awardee. The bid award notice will identify a point of contact from the City who will assist the awardee in completing any pre-work requirements. Upon satisfactory meeting all of the obligations of the pre-work requirements, the City of Woonsocket will issue a "Notice to Proceed" for work to commence.

Thank you for your consideration of this invitation to bid.

Published: September 6, 2023

x 

Cindy Johnston, Finance Director

CITY WIDE COLD PLANING – BID# 6166

CITY OF WOONSOCKET, RHODE ISLAND

TECHNICAL SPECIFICATIONS

SECTION 1

GENERAL PROVISIONS:

1.1 Wherever in this agreement the word 'Engineer' is used, it shall be and is mutually understood to refer to the City Engineer of the City of Woonsocket, acting either directly, through any assistant or inspector having general charge, immediate charge of the work or portion thereof, limited by the particular duties entrusted to them.

1.2 Whenever the word 'Contractor' is used herein, it shall be and is mutually understood to refer to the party or parties of the second part to this agreement, or the legal representative of said party or parties.

1.3 The price specified in the proposal is based on a price per square yard (s.y.). The price per yard will be for the cold planing equipment including any and all required operators and equipment operating expenses.

1.4 The price per square yard contained in the proposal will remain in full force and effect for one year effective from the date of the award letter.

1.5 The resources noted in 1.3 will be provided, as required, to the City of Woonsocket on an as needed basis.

1.6 The City makes no guarantees, assurances, intended or implied, that the Contractor will receive any given amount of square yards of cold planing during the Term of this Agreement.

1.7 Work hours are from 7 am to 3:30pm Monday through Friday, excluding holidays.

SECTION 2

TECHNICAL:

2.1 Any deviations from the original specifications shall be noted by the bidder.

2.2 The City of Woonsocket will be responsible for the following:

- Identifying/marketing limits of cold planing
- Obtaining a 'Dig Safe' number from Dig Safe System, Inc.
- Providing dump trucks to collect millings
- Disposal of millings
- Sweeping the roadway following cold planing
- Police detail
- Traffic control devices
- Provide road saw cutting

2.3 Winning bidder will be responsible for the following:

- Obtain all Local permits required to perform required work; permit fee(s) will be waived.
- Providing the necessary personnel and equipment
- Provide mini cold planner, as needed, for manholes, valves and other road castings
- Provide skid loader, as needed
- Moving the equipment between various job sites

SECTION 3

INDEPENDENT CONTRACTOR:

3.1 Nothing contained in this Agreement shall be construed to constitute either Party as a partner, employee or agent of the other Party, nor shall either Party hold itself out as such. Neither Party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name or on behalf of the other Party, it being intended by the Parties that each shall remain an independent contractor responsible for its own actions. Except as otherwise provided herein, each Party shall be responsible for its own expenses' incidental to the performance of its obligations hereunder.

3.1.1 CONTROL. The Contractor has the authority to control and direct the performance and details of the Services provided. Notwithstanding the foregoing, the Services must meet the City's approval and shall be subject to the City's general right of supervision to secure the satisfactory completion thereof.

3.1.2 TAXES. Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. The City will not withhold or cause to be withheld federal or state taxes or social security payments from Contractor's compensation.

3.1.3 BENEFITS. The Contractor is not an employee of the City and is not entitled to workers' compensation benefits and is not entitled to unemployment insurance benefits. Further, Contractor is not and shall not be entitled to benefits provided by the City to any sub-contractor, including, but not limited to, health insurance, disability insurance or pension benefits.

SECTION 4

SUB-CONTRACTORS:

4.1 Except as otherwise provided in this Agreement the Contractor will not engage a third-party subcontractor to perform some or all of the obligations of the Contractor under this Agreement.

4.2 In the event that the Contractor finds it imperative to engage a third-party, Contractor must get the approval in advance, and in writing, from City of Woonsocket's Engineering Division. No approval will be given by the City to any vendor that is deemed irresponsible or unreliable by the City.

4.3 In the event that the City approves a third-party at the Contractors request:

3.3.1 The Contractor will pay the third-party any work performed under this Agreement on the Contractor's behalf. All compensation will remain payable by the City to the Contractor.

3.3.2 Contractor further declares, for the purposes of the indemnification clause of this Agreement, any approved third-party will be agents of the Contractor.

SECTION 5

COMPETENT WORKMEN/LICENSES:

5.1 Contractor shall provide a 'Competent Person', as defined by the US Department of Labor Occupational Safety & Health Administration (OSHA), for the location of the proposed work. The contractor shall employ only competent and efficient laborers and first-mechanics or artisans for every kind of work, and whenever, in the opinion of the City Engineer, any person is unfit to perform their task, or does their work contrary to directions, or conducts themselves improperly, the contractor must discharge that person immediately and not employ that person again on the work.

5.2 All equipment operators and workers performing work at the proposed location shall hold the appropriate State of Rhode Island licenses for their responsibilities.

5.3 An OSHA ten (10) hour construction safety program is required for all on-site employees.

5.4 All required licenses and/or certificates for work being performed shall be copied and supplied to the Engineering Division upon submitting a 'Permit Application'. All required licenses and/or certificates for work being performed shall be in the possession of the person(s) while performing the work.

SECTION 6

SAFETY:

6.1 All Federal, State and Local safety regulations shall be followed.

6.2 The contractor shall assume responsibility for risks and causalities of every description, for loss or injury to persons and property arising out of the nature of the work, from the action of the elements or from any unforeseen or unusual difficulty.

SECTION 7

INSURANCE REQUIREMENTS:

7.1 To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverages of Insurance Services Office (ISO) policies, forms, and endorsements. All Contractors and Subcontractors are subject to the insurance requirements as set forth in Section 7.

7.2 It is the responsibility of the Contracting party with the City to confirm that all subcontractors, under their employ for the Contract, are following the insurance requirements as set forth in Section 7.

7.3 Contractors for public works projects must comply with the minimum insurance requirements imposed by the State as outlined in Section 7.6. If additional insurance requirements are set forth in the Solicitation Documents, the Contractor must comply with those requirements.

7.4 If there is a discrepancy between the minimum insurance requirements imposed by the State and the requirements set forth in the Solicitation, the greater insurance coverage requirements will prevail.

7.5 The Contracted party will not commence work under any Contract for the City until they have obtained all the required insurance and has been approved by the City.

7.6 In accordance with Rhode Island Code of Regulations, Title 220, Chapter 30, Part 13 "General Conditions of Purchase" outlined in Addendum A, Section A4., has established the minimum type and limits of insurance coverage requirements for Public Works Projects.

7.6.1 Commercial General Liability Insurance covers bodily injury (including death), broad form property damage, personal and advertising injury, independent Contractors, products and completed operations and Contractual liability. The general aggregate must be on a "per project" or "per location" basis.

- A. \$1,000,000 each occurrence
- B. \$2,000,000 each occurrence if blasting is required
- C. \$1,000,000 general aggregate with dedicated limits per project site
- D. \$1,000,000 products and completed operations aggregate
- E. \$1,000,000 personal and advertising injury

7.6.2 Automobile Liability Insurance covers bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.

- A. \$1,000,000 combined single limit each accident

7.6.3 Workers' Compensation and Employers' Liability statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law, other than State of Rhode Island, if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.

7.6.3.1 Employers' Liability with minimum limits of:

- A. \$100,000 each accident
- B. \$100,000 bodily injury by disease for each employee
- C. \$100,000 bodily injury disease aggregate
- D. \$5,000,000 per occurrence/\$5,000,000 annual aggregate

7.6.3.2 A Contract Party, who is an independent Contractor, is neither eligible for, nor entitled to, Worker's Compensation under Rhode Island law. Independent Contractors must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the City.

7.7 All required insurance will be placed with insurers authorized to do business in the State of Rhode Island and Rated "A-, class X" or better by A.M. Best Company, Inc.

7.8 The required insurance will be procured at the sole cost and expense of the Contractor.

7.9 Certificates of Insurance policies must include a waiver of subrogation in favor of the City.

7.10 As evidence of the insurance required by this Contract, the Contract Party shall furnish to the City Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:

7.10.1 In a form acceptable to the requesting Department and the Office of Purchasing.

7.10.2 Failure to comply with this provision may result in rejection of the bid offer.

7.11 All Certificates of Insurance and to the extent possible will contain the following:

A. The name and address of the insured (Certificate Holder).

B. The Certificate Number and Policy Numbers.

C. The type of insurance and the liability limits.

D. The effective date and expiration date of the policy.

E. Statement which refers to the City Contract and insurance specification and states that such insurance is required by the Contract.

F. Waiver of subrogation in favor of City.

F. Statement as to exclusions and methods of cancellation.

G. Include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to: City Hall, Office of Purchasing, Attn: Purchasing Agent, 169 Main Street, Woonsocket, RI 02895

7.12 The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by City that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the Insured Parties.

7.13 No warranty is made that the coverages and limits listed in Section 7.6 are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are minimums that have been established to protect the interest of the City by the State.

7.14 City shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth in Section 7.6.

7.15 The Contract Party shall use at its own risk, and insure at its own cost, any of its owned, leased or used real or personal property.

7.16 The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverage or limits contained in the solicitation.

7.17 The Contractor will continue, at their sole cost and expense, to obtain and maintain the required insurance to ensure all the requirements remain in full force and effect during the entire term of the Contract until all obligations of Contracting Party have been discharged by the City.

7.17.1 This includes, but is not limited to, any warranty periods or extended reporting periods, against which claims may arise out of, are alleged to arise out of, directly or indirectly, in whole or in part, from or in connection with the Contract and/or result from the performance of the Contract.

7.18 Contract Party will also immediately notify the City if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.

7.19 Failure to comply with these Insurance Requirements is a material breach entitling the City to terminate or suspend the Contract immediately.

SECTION 8

METHOD OF PAYMENT:

8.1 Except as otherwise provided in this Contract, all monetary amounts contained herein are in USD (US Dollars).

8.2 Cold planing payment will be based on square yards of asphalt milled at various depths.

8.3 All payment terms with the City are Net 60 (sixty) days.

8.4 Payments terms are computed from the work completion date at a specific work site and approved by the City or a correct invoice is received by the City whichever date is later.

8.4.1 Work completion date must be construed to mean the date on which the completed work is determined to meet the specifications and is therefore accepted by the City.

8.5 A registrar of certified payroll of all employees that performed the work must be included with the submission of each invoice in order to process payments

8.6 Cash discounts offered will be considered in determining awards. However, discounts for a period less than twenty (20) days will not be considered. The discount period is also computed in accordance with Section 8.4

8.7 Payments will not be made in advance for any work that has not been completed by the Contractor. No payment shall be made for items not ordered or for cancelled items, nor for necessary incidental items considered by the City of Woonsocket to be included in the unit price bid.

**CITY OF WOONSOCKET
RHODE ISLAND
FINANCE DEPARTMENT**

BID PROPOSAL

The undersigned bidder proposes to furnish all labor, equipment and related incidentals, other related work and overhead items for "COLD PLANING, CITY WIDE" for the City of Woonsocket, Rhode Island, until one year from date of award; or the awarding of a new contract, all in strict accordance with the specifications for the unit prices set forth in the Bid Proposal.

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
Cold planing	per square yard	\$_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

BY (person): _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____