



**CITY OF WOONSOCKET, RHODE ISLAND
INVITATION TO BID FOR:**

"CITY WIDE COLD PLANING" - BID# 5959

for the Woonsocket Engineering Department

Specifications are available at the Finance Department, **Office of Purchasing**, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island 02895 between the hours of 8:30 AM and 4:00 PM, Monday through Friday. This contract is intended to provide for City Wide Cold Planing.

Sealed bids will be received by the City of Woonsocket in the Finance Department, Office of Purchasing, City Hall, 169 Main Street, Woonsocket, Rhode Island until **2:00 P.M. on Thursday, February 13, 2020**, and then publicly opened and read aloud by the Finance Director or their designee in the 2nd floor conference room at City Hall.

EACH BID SHOULD BE CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE "CITY WIDE COLD PLANING".

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.

Responses will be evaluated on the basis of the relative merits of the bid in addition to the price. The City of Woonsocket reserves the right to reject any and all responses, or parts thereof, to waive any irregularity in the responses received and to accept the responses or parts thereof deemed to be most favorable to **THE BEST INTEREST OF THE CITY**. The City also reserves the right to award in part or full and to increase or decrease quantities in the **best interest of the City**.

Contact Michael F. Debrouse or Scott Sanford, Woonsocket Engineering Division at (401) 767-9213 with any questions.

Published: January 24, 2020


Christine Chamberland, Finance Director

**INFORMATION TO BIDDERS
CITY OF WOONSOCKET
FINANCE DEPARTMENT
(401) 767-9269**

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.

Where a specified brand or model number is asked for, it is to be viewed as a benchmark or standard, a substitute may be deemed equivalent at the discretion of the Finance Director.

The City of Woonsocket reserves the right to award a contract by item or in total.

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, 169 Main Street, Woonsocket, Rhode Island 02895, and must be marked with the name and address of the bidder with the name of the bid in the lower left hand corner.
- *If you are submitting a bid using a carrier such as FED EX, UPS, etc., the name of the bid and bid# must be marked on the envelope or label.*
- 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 bid must be exclusive of taxes and will be so constructed.

6. **QUALIFICATION OF BIDDERS:**

The City may 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.

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 mailed by regular mail to all perspective bidders (at the respective address furnished by the bidder for such purpose), not later than 48 hours prior to the date fixed for the opening of the 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 as 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 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.

In accordance with Rhode Island 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 & decorating. The rates are available from the Rhode Island Department of Labor at (401) 462-8580, or access on the web: www.access.gpo.gov/davisbacon/allstates.html for the State forms.

In accordance with Rhode Island General Law 37-13-14, bidders for public works/public building contracts in *excess of \$5,000 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.

**CITY OF WOONSOCKET
RHODE ISLAND
FINANCE DEPARTMENT**

TECHNICAL SPECIFICATIONS

SECTION 1

GENERAL PROVISIONS:

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 or through any assistant having general charge of the work, or through any assistant or inspector having immediate charge of the work, or through any assistant or inspector having immediate charge of a portion thereof, limited by the particular duties entrusted to them.

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.

The prices specified in the proposal shall include the furnishing of the cold planer and necessary operator(s).

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

SECTION 2

TECHNICAL:

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

The City of Woonsocket will be responsible for:

- 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

Bidder will be responsible for the following items:

- 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

SUB-CONTRACTORS:

No portion of the work shall be sub-let to any sub-contractor without first giving the Engineering Division due notice in writing of such intention. No sub-contractor shall be employed who is unsatisfactory to the City Engineer.

SECTION 4

COMPETENT WORKMEN/LICENSES:

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.

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

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

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 5
SAFETY:

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

The contractor shall assume responsibility for risks and casualties 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 6
INSURANCE REQUIREMENTS:

The successful bidder shall furnish to the City, prior to issuance of the contract certificates of minimum insurance as listed below. These certificates shall contain a provision that the insurance company will notify the certificate holder, by registered mail, at least 15 days in advance of any cancellation or material change.

Workman's Compensation	Statutory	
Employers Liability	\$ 100,000	Each Accident
	\$ 500,000	Disease-Policy Limit
	\$ 100,000	Disease-Each Employee
Automobile Liability	\$1,000,000	Combined Single Limit
Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Completed Operations Aggregate
	\$1,000,000	Personal & Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 100,000	Fire Damage (Any one fire)
	\$ 5,000	Medical Expenses (Any one person)

SECTION 7
METHOD OF PAYMENT:

Cold planing payment is to be based on square yards of asphalt milled at various depths.

Payment shall be made within 60 working days after receipt of an invoice and a registrar of certified payroll of all employees performing said work. 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	\$ _____

PROPOSAL SUBMITTED BY:

COMPANY NAME: _____

COMPANY ADDRESS: _____

ZIPCODE: _____

BY (person): _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____