

CITY OF NEWPORT, RHODE ISLAND  
PURCHASING DIVISION  
NOTICE TO BIDDERS

**SEALED BID/PROPOSAL**  
**# 13-057**

Sealed Bids/Proposals are being requested to provide **Bellevue Avenue – Full Panel Concrete Replacement**, in accordance with all terms and specifications contained herein. They will be received in the Purchasing Office, City Hall, 43 Broadway, Newport, R. I., until

**Two (2) o'clock P.M., Local Time**  
**9 April 2013**

at which time they will be publicly opened and read.

**No Pre-Bid meeting will be held for this bid**, however bidders are strongly encouraged to review the locations as traffic detours shall be the responsibility of the contractor. Any questions about the project or its intent shall be discussed with the City Engineer. For more information please contact Eric J. Earls, P.E. at (401) 845-5842.

Bids/Proposals must be submitted in sealed envelopes addressed to the Purchasing Office, City Hall, 43 Broadway, Newport, R.I. 02840, and must be plainly marked in the lower left hand corner, "**Bellevue Avenue – Full Panel Concrete Replacement #13-057**". **The City requests that each bidder provide one (1) electronic copy on CD with your hardcopy submittal.**

We encourage all bidders to read the entire bid package to fully understand the scope of the project and the requirements set forth by the City. Each Bidder must submit, at a minimum, the completed proposal pages (at the end of this document) and a certified check or proposal bond in the amount of five percent (5%) of the total bid amount, satisfactory to and payable to the order of the City of Newport, RI.

Note: Bid Tabulations will be posted on the City of Newport website generally within twenty-four (24) hours of the closing date. The bid tabulation area is located at [www.cityofnewport.com](http://www.cityofnewport.com) under purchasing. The tabs are listed by bid number.

It is the bidder's responsibility to see that the bid is delivered within the time and at the place prescribed. Bids received prior to the time of opening will be securely kept, unopened. Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner. No bid or modification thereof received after the time set for opening will be considered, even if it is determined by the City that such non-arrival before the time set for opening was due solely to the delay in the mails for which the bidder is not responsible.

Any bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the undersigned, in writing, not less than five (5) days before the bid opening.

Any change or interpretation made as a result thereof will be published in an addendum and mailed to all prospective bidders. Should a bidder still not be satisfied, he may, in the bid, set out and stipulate the exception, with enough explanation to be understood by the City and, within the stipulation, the INCREASE or DECREASE in the bid price because of the exception shall be stated. The City may, at its discretion, accept or reject any or all exceptions.

Federal Excise Taxes and/or Rhode Island Use Taxes are not to be included in the bid. The City will execute exemption certificates if furnished by the bidder when submitting his invoice.

The bidder will state the approximate delivery date in the bid, or the time required to make delivery after notification of award.

The right is reserved, as the interest of the City may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof. The City of Newport reserves the right to reject any or all proposals or to accept any proposals deemed to be for the best interest of the City.

**The technical point of contact for this package is Eric J. Earls, P.E. at (401) 845-5842, email - [earls@cityofnewport.com](mailto:earls@cityofnewport.com).**

Note: All bidders are responsible for insuring that no **addenda** have been made to the original bid package. All bid packages and addenda are located at [www.cityofnewport.com](http://www.cityofnewport.com) under (Active Bids) within the Purchasing webpage using the above bid/proposal number or you can contact the Purchasing Department.

**Prevailing Wage** - Any construction over \$ 1,000.00 is required by state law to pay state prevailing wage. A current copy of the most recent Prevailing Wage scale is obtained from the State of Rhode Island, Department of Labor and Training, Division of Professional Regulation or at the Davis-Bacon Wage Determination link. It is also by request for each construction bid document. All vendors supplying construction services must submit certified payrolls from any contractor and sub-contractor who work on the project. No payments are made until all payrolls are up to date, and correct.

**Buy American Act** (1933- [Sections 10 \(a-d\) of Title 41](#)) and **Buy American Act Provision** (1982 - [Section 5323\(j\) of Title 49](#)) apply to this requirement, and therefore, documentation may be requested in support.

Prevailing Wages also applies to ALL other (Non-Construction) Requirements. If the City's requirement is sealed bid, the DAVIS-BACON Wage Determination applies.

CITY OF NEWPORT, RHODE ISLAND  
Erin Mulligan  
Purchasing Agent  
(401) 845-5414

## **GENERAL CONDITIONS**

1. The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of Service Providers prior to award and to select and negotiate the Service Provider services in the best interest of the City.
2. The Service Provider shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 60 days from the deadline for submission of proposals.
3. The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Service Provider.
4. The Service Provider shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
5. All original documents and drawings shall become the property of the City after completion of the Service Provider's work.
6. The City of Newport intends to recommend award of a contract to the City Council for the requested services within one (1) month of receipt of the proposals. The Service Provider shall be prepared to commence work immediately upon execution of a contract with the City.
7. Awards will not be made to any person, firm or company in default of a contract with the City, the State of Rhode Island or the Federal Government.
8. The Service Provider hereby agrees that it will assign to the City of Newport all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Newport.
9. Unless otherwise stated, invoices are to be submitted (to Accounting Office) in duplicate upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, extensions and total amount(s) due.
10. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.
11. City is exempt from all sales and Federal excise taxes. Our exemption number is 05-6000-260. Please bill less these taxes.
12. The City of Newport's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.
13. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.
14. This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.
15. Unless otherwise specified all costs listed are firm for the term of the contract.

16. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
17. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.
18. If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.
19. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
20. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to a Request for Proposals.
21. All contracts entered into by the City of Newport shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.
22. The Service Provider selected for this project shall procure and maintain the following types of insurance:
  - Statutory Workers Compensation and Employer's Liability Insurance
  - Professional Services Liability Insurance for errors and omissions (\$1,000,000.00 minimum)
  - Liability and Property Damage Insurance (a) Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence; (b) Property damage liability: \$500,000 each occurrence, \$1,000,000 aggregate.

## INFORMATION FOR BIDDERS

### 1. PROPOSALS RECEIVED

The City of Newport, Rhode Island, through its Purchasing Division (hereinafter called the Owner), will receive proposals for **Bellevue Avenue – Full Panel Concrete Replacement Bid #13-057** and appurtenant works at the time and place and under the conditions stated in the Notice to Bidders.

### 2. WORK INCLUDED

The work included under these contract documents includes the removal and replacement of specified sections of concrete roadway located on Bellevue Avenue. Where repairs occur adjacent to utility structure the Contractor shall remove and reset the frame and cover/grate. There is one location, the intersection of Bellevue Avenue and Kay Street that will require the Contractor to reinstall the traffic signal loop. The Contractor shall be responsible for the maintenance of traffic through this intersection until the signal loop has been reestablished and the signal is functioning properly. The Contractor shall also be responsible for all traffic detours associated with the time required for the concrete to cure. The Contractor shall furnish all labor, materials, tools and equipment necessary to perform all work. All work shall be performed to the specifications and details contained within these documents and the manufacturer's instructions.

The Contractor shall be responsible for any damage to adjacent panels. Adjacent panels, damaged during these repairs shall be removed completely and reinstalled per these specifications at no additional cost to the City.

The attention of bidders is especially directed to the time for completion of work under this Contract, which shall not exceed **June 21, 2013**. **The proposed work shall be completed between June 3, 2013 and June 21, 2013.**

### 3. PROPOSAL

Each proposal must be made upon forms contained herein. The proposal, as submitted, shall not be separated from the volume containing the other contract documents that are bound with it. The blank spaces in the proposal must be filled in correctly where indicated for each and every item, and the bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm, partnership, or corporation, the proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show also the post office address of the firm, partnership, or corporation.

### 4. IRREGULAR PROPOSALS

Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids, or irregularities of any kind. Bids which are

considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item may be rejected.

**5. COMPETENCY OF BIDDERS**

Bidders shall be experienced in the kind of work to be performed and shall have the necessary equipment therefore and sufficient capital to properly execute the work within the time allowed. Bids received from bidders who previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that he has the necessary plant to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified. It also may be rejected if he is already obligated for the performance of other work that would delay the commencement, prosecution or completion of the work. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

**6. CERTIFIED CHECK OR PROPOSAL BOND**

Each bid must be accompanied by a certified check or proposal bond in the sum of five per cent (5%) of the amount of the bid, satisfactory to and payable to the order of the City. The proposal bond (or bonds) and the surety shall be licensed or have surplus line approval to do business in the state of Rhode Island. Such checks or bonds will be returned to all except the three lowest bidders within three (3) banking days after the formal opening of bids. The checks or bonds will be returned to the three lowest bidders within five (5) days after the execution of the Contract and the furnishing of the required security by the successful bidder.

**7. PERFORMANCE AND PAYMENT BOND**

The successful bidder, at the time of the execution of the contract, must deposit with the City a surety company bond (or bonds) for the satisfactory completion of the work and the payment of all debts pertaining to materials and labor used or employed in the execution of the contract, in an amount equal to the amount of the contract award. The form of the bond (or bonds) and the surety shall be licensed or have surplus line approval to do business in the State of Rhode Island.

Prior to payment of the final estimate, the Contractor shall furnish a certificate from his surety stating that the performance bond covers the one-year defective workmanship and materials guarantee period.

**8. EXECUTION OF CONTRACT**

The party to whom the Contract is awarded or his authorized representative will be required to execute the Contract within ten (10) days (not including Sunday) from the Notice to Proceed, unless otherwise indicated in this document, and, in case of his failure or neglect so to do, the City may, at its option, determine that the bidder has abandoned the Contract, and thereupon the proposal and acceptance shall be null and void, and the security accompanying the proposal shall be forfeited to the City.

**9. CONTRACTOR'S INSURANCE**

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Rhode Island as will protect himself, his sub-contractors, and the City from claims for bodily injury, death or property damage which may arise from operations under this contract. The Contractor shall not commence work under this contract until he has obtained all insurance required under this section and until he shall have filed the certificate of insurance or the certified copy of the insurance policy with the City. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the City of intention to cancel. The amounts of such insurance shall not be less than the following:

1. Workmen's Compensation and Employers' Liability Insurance shall be secured and maintained as required by the State of Rhode Island.

(a) Public Liability, Bodily Injury, and Property Damage:

- |   |              |
|---|--------------|
| 1. Injury or death of one person:                       | \$ 1,000,000 |
| 2. Injury to more than one person in a single accident: | \$ 1,000,000 |
| 3. Property damage:                                     | \$ 1,000,000 |

(b) Automobile and Truck Public Liability, Bodily Injury and Property Damage:

- |   |              |
|---|--------------|
| 1. Injury or death of one person:                       | \$ 1,000,000 |
| 2. Injury to more than one person in a single accident: | \$ 1,000,000 |
| 3. Property damage:                                     | \$ 1,000,000 |

## **10. RESPONSIBILITY OF CONTRACTOR**

Attention is directed here particularly to the provisions of the Contract and Specifications whereby the Contractor shall be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur within one (1) year after its completion and acceptance. He shall indemnify and save harmless the City from any damages or costs to which it may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this Contract.

## **11. FAMILIARITY WITH THE WORK**

Bidders are required to carefully examine all Contract drawings and specifications and to make a thorough investigation of conditions at the location of the proposed work. It is the obligation of the bidder to ascertain for himself all the facts concerning conditions to be found at the location of the project, including all physical characteristics above, on and below the surface of the ground, to consider fully these and all other matters which can, in any way, affect the work under this Contract and to make necessary investigations relating thereto, and he agrees to this responsibility with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he will make no claim for, and has no right to, additional payment or extension of time for completion of the work or any other concession because of any misinterpretation or misunderstanding on his part of this

Contract or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

**12. INTERPRETATIONS**

If any person contemplating submitting bids for the proposed work is in doubt as to the true meaning of any part of these proposed Contract documents, he may submit to the City a written request for an interpretation thereof. Any interpretation of such documents will be made only by addenda duly issued and a copy of each addendum will be mailed or delivered to each person receiving a set of said documents. The City will not be responsible for any other explanations or interpretations of such documents that anyone presumes to make on behalf of the City before expiration of the time set for the receipt of bids.

**13. RIGHT TO REJECT**

The City reserves the right to reject any or all proposals or to accept any bid deemed to be for its best interest.

**14. WITHDRAWAL OF PROPOSALS**

Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner.

**15. ESTIMATE OF WORK**

For bidding purposes, the work has been subdivided into the items identified on the proposal sheet. The quantities shown on the proposal sheet are to be considered as approximate and are given solely for comparison of bids. The City does not expressly or by implication agree that the actual quantity shown for any item will correspond therewith and it reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary by the Director of Public Services.

**16. TIME FOR COMPLETING WORK**

The attention of bidders is especially directed to the time for completion of work under this Contract, which shall not exceed **June 21, 2013**. **The proposed work shall be completed between June 3, 2013 and June 21, 2013.**

**17. TAXES**

The bidders' attention is directed to the fact that certain taxes, including Federal excise and/or Rhode Island Use Taxes are not applicable to City work. The City will execute exemption certificates for the materials and equipment used in the work.

**18. WAGES**

The attention of bidders is called to the requirements for compliance with the applicable provisions of Rhode Island General Laws, Chapter 37-12 and 37-13. The Department of Labor determines the customary and prevailing rate of wages paid to craftsmen, teamsters, and laborers in construction of public works by the State, and by Cities, towns, and by persons contracting therewith for such construction. The latest general wage decision as determined by State Law at the time of this project shall be implemented by the Contractor for this project. The Contractor is responsible for

complying with all wage laws. Attached are sections 37-13-5, 37-13-6, and 37-13-7 of the General Laws of Rhode Island as required to be inserted by Section 37-13-9. Further information may be obtained from the Office of the Department of Labor, 220 Elmwood Avenue, Providence, Rhode Island.

**TITLE 37**  
**Public Property and Works**

**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**

**SECTION 37-13-5**

§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due. – A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within one hundred eighty (180) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or material man creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

**SECTION 37-13-6**

§ 37-13-6 Ascertainment of prevailing rate of wages and other payments – Specification of rate in call for bids and in contract. – Before awarding any contract for public works to be done, the proper authority shall ascertain from the director of labor and training the general prevailing rate of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training, and educational funds (payments to the funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village, or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract for the public works. The proper authority shall, also, specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to the welfare, pension, vacation, apprentice training, and education funds existing in the locality for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract or work.

**SECTION 37-13-7**

§ 37-13-7 Specification in contract of amount and frequency of payment of wages. – (a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her

subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

(1) The basic hourly rate of pay; and

(2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

**SECTION 37-13-9**

§ 37-13-9 statutory provisions included in contracts. – A copy of §§ 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works awarded by the state, any city, town, committee, an authorized agency, or awarding authority thereof, or any person or persons in their behalf in which state or municipal funds are used if the contract price is in excess of one thousand dollars (\$1,000).

**CITY OF NEWPORT, R.I.**  
**Bellevue Avenue Concrete Restoration Bid #13-057**  
**PROPOSAL FORM**

(This Proposal Form shall not be detached from the Contract Documents and the entire booklet shall be included with each signed proposal.)

The undersigned, as bidder, declares that no person or persons other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed form of contract, and the plans therein referred to; that no person or persons acting in any official capacity for the City is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this proposal is accepted, to execute the form of contract with the City, to provide all necessary equipment, tools, and other means of construction, and to do all work and furnish all the materials shown and specified in the Contract Documents, and according to the requirements of the Director of Public Services as therein set forth, and that he will take in full payment therefore, the following sums to wit:

The undersigned further understands that the quantities of work as shown are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased or decreased, at the unit prices stated.

All prices must be written in words and figures. In case of discrepancy, the amount shown in words will govern.

Bidder acknowledges receipt of the following addendum:

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(Signature)

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(Title)

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(Name of Firm or Corporation)

**Bid/Proposal Sheet: Bellevue Avenue Concrete Restoration #13-057**

**Item 1. Furnish and Install Portland Cement Concrete Pavement**

150 SY @ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 unit price per SY in words unit price in figures Total

**Item 2. Furnish and Install Silicone Highway Joint Sealant**

400 LF @ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 unit price per LF in words unit price in figures Total

**Item 3. Furnish and Install Expansion Joint Filler**

400 LF @ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 unit price in words unit price in figures Total

**Item 4. Furnish and Install Detectors and Relays**

1 EA @ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 unit price in words unit price in figures Total

**Item 5. Remove and Reset Manhole Frame and Cover**

2 EA @ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 unit price in words unit price in figures Total

**Item 6. Traffic Control Devices**

1 LS @ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 unit price in words unit price in figures Total

**Item 7. Police Detail**

120 HR @ \_\_\_\_\_ Fifty Dollars \$ 50.00 \$ 6,000.00  
 unit price per HR in words unit price in figures Total

TOTAL BID PRICE FOR ALL ITEMS: \$ \_\_\_\_\_  
 (Amount in Figures)

\_\_\_\_\_  
 (Amount in Words)

\_\_\_\_\_  
 (Correct Name of Bidder)

\* The quantities shown above are to be considered as approximate and are given solely for comparison of bids. The City does not expressly or by implication agree that the actual quantity shown for any item will correspond therewith and it reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary by the Director of Public Services.

The undersigned agrees that he will execute the Contract within ten (10) days (not including Sunday) after the Notice to Proceed date and will submit in writing within ten (10) days after the date of the Contract, a schedule of construction showing dates of starting and completion of major portions of the work, and will progress in accordance with said schedule, unless the Director of Public Services shall authorize or order a delay, to the partial and entire completion of the work within the time stipulated in the Contract.

Signature of person, firm, or corporation making bid:

**SEAL**

(If bid is by a corporation)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Firm or Corporation)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone)

**Bellevue Avenue – Full Panel Concrete Replacement Bid #13-057**

**List the Officers of your Corporation or Principals of your LLC or attach a similar sheet separately. Award cannot be done without the attachment**

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**Complete Company Name**

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Address, City, Zip Code

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Telephone Number Fax Number

---

E-Mail Address

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|      |                        |
|------|------------------------|
| Name | Title/Officer/Position |
|------|------------------------|

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| Name | Title/Officer/Position |
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| Name | Title/Officer/Position |
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| Name | Title/Officer/Position |
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|------|------------------------|
| Name | Title/Officer/Position |
|------|------------------------|

**NOTE:** Please provide any literature you feel may be necessary

**Questionnaire**

The undersigned guarantees the accuracy of all statements and answers herein contained.  
(Please print in ink)

1. How many years has your corporation been in business as a general contractor?  
\_\_\_\_\_years.

2. List up to three (3) projects of this nature that you have completed and give the name, address and telephone number of a reference from each. Also give the completed cost of each project listed.

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3. List projects currently under construction by your firm, the dollar volume of the contract and the percent the contract is completed.

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4. Have you ever performed work for a municipality previously? (If municipalities are listed under 2, this question need not be completed.)

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5. Have you ever failed to complete work awarded to you; if so, state where and why?

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6. Have you or your authorized representative personally inspected the location of the proposed work and do you have a clear understanding of the requirements of the Plans, Specifications and other Contract Documents.

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7. Do you plan to sublet any part of this work? If so, give details.

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8. What equipment do you own that is available for this work?

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9. What equipment do you plan to rent or purchase for this work?

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10. Have you reviewed the proposed schedule and do you anticipated any issues associated with completing the work between June 3, 2013 and June 21, 2013?

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11. Give the name, address and telephone number of an individual who represents each of the following and whom the City may contact to investigate your financial responsibility; a surety, a bank and a major material supplier.

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12. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet if necessary)

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13. Provide information regarding implementation schedule including proposed start date and duration to complete work.

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14. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

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Correct Name of Bidder

(a) The Business is:

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(b) The address of principal place of business is:

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**IMPORTANT:** All submissions must include the following:

**Previous Experience and References**

Bidders must have at least two (2) years of experience in the installation of similar projects. As part of the bid package, the bidder must provide references and contact information. The bidder must also provide a list of similar projects, preferably within the Aquidneck Island geographic area.

**CITY OF NEWPORT, RHODE ISLAND**  
**CONTRACT AND AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2013, by and between the City of Newport, herein called the "City", party of the first part acting herein through its Mayor, and \_\_\_\_\_, hereinafter called the "Contractor", party of the second part;

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part itself, its successors and assigns, and the party of the second part for itself and heirs, executors, administrators, successors and assigns as follows:

**I. CONTRACT INCLUDES**

The Contractor shall furnish all labor, materials, equipment and services for **Bellevue Avenue – Full Panel Concrete Replacement #13-057** and all appurtenant work as defined in the Contract Documents. The Contractor will construct, complete, and finish the same in a timely, thorough, workmanlike and substantial manner, in every respect to the satisfaction and approval of the Director of Public Services, in the manner and within the time hereinafter limited, and in strict accordance with the Notice to Bidders, Information for Bidders, Labor and Wage Requirements, Proposal Form, General Conditions of Contract, Special Conditions of Contract, and Specifications and Details for the work, which together constitute the Contract Documents and the Contract Documents are hereby made a part of this Contract as fully as if the same were repeated at length herein. Change Orders issued hereafter, and any other amendment executed by the City and Contractor shall become and be a part of this Contract.

**II. RATE OF PROGRESS AND TIME OF COMPLETION**

The Contractor shall be prepared to commence work under this Contract within ten (10) days after the date of Notice to Proceed. At no time shall the work to be performed under this contract exceed **June 23, 2013**, unless extensions of time are made for reasons and in the manner under Section 20 of the General Conditions of the Contract and/or under Section 13 of the Special Conditions of the Contract. If at any point during the term of this Contract the Contractor does not perform at a satisfactory pace or is continuously delayed in the performance of work in accordance with the agreed upon time schedule, the City shall notify the Contractor in writing of unsatisfactory progress for completing work. If the Contractor fails to substantially improve the performance of the Contract, the City shall proceed with the termination of this Contract in accordance with Section XV of this Contract.

**III. TERM OF AGREEMENT**

Unless terminated earlier in accordance with the terms of this Agreement, this Agreement shall terminate on **June 23, 2013**. Throughout such time, all unit prices and work specifications as identified herein shall remain in effect.

**IV. DAMAGES FOR FAILURE TO COMPLETE ON TIME & AS SPECIFIED**

The Contractor shall pay to the City for each and every calendar day that he shall be in default in completing the entire work within the time and specifications stipulated, the sum of Five Hundred Dollars (\$500.00) per day unless the time and/or specifications are modified in writing by the City. This sum is hereby agreed upon, not as a penalty, but as liquidated damages, which the City will suffer by reason of such default. The City shall have the right to deduct the amount of any such damages from any moneys due the Contractor under this Contract.

**V. PAYMENT**

The City, in consideration of the faithful performance by the Contractor of all and singular his covenants, promises and agreements contained herein, agrees to pay the Contractor for the full completion by him of the work embraced in this Contract, in the manner and within the time herein specified and limited to the satisfaction and approval of the designated representative of the City, the prices stipulated in the said proposal, such payment to be made at the time and in the manner and upon the conditions herein expressly provided. Certified payrolls must be submitted prior to final payment.

**VI. PARTIAL AND FINAL ESTIMATES**

On or about the 15th day of each month, but no more than once a month, the Contractor may submit a Payment Request for the period ending the last day of the previous month. Said Payment Request shall be in such a format and include whatever supporting information as may be required by the City. Each Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this contract and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City shall review the Payment Request and may also review the work at the project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The City shall approve by signature the amount that, in the opinion of the City, is properly owing to the Contractor. The City shall retain five percent (5%) of the progress or monthly payments claimed and pay the Contractor on or before the last day of the following month.

Before final payment is made, the Contractor shall satisfy the City in writing that all bills for labor and materials have been paid, and pass a final inspection from the City's designated representative that determines all work performed under the contract is in compliance with all terms and provisions of all contract documents and applicable laws, rules, regulations, and codes.

The City shall, within thirty (30) days after full completion of all work, pay the entire sum so found to be due hereunder, after deducting there from all previous partial

payments, and also all percentages and deductions to be retained under any of the provisions of this Contract. Before final payment is made, the Contractor shall satisfy the City, in writing that all bills for labor and materials have been paid.

## **VII. CONTRACT AMOUNT**

The total amount of the contract is based on the actual quantity of work items completed and the Contractor's unit bid price for each item. The contract award is \$\_\_\_\_\_. The total amount paid to the Contractor is dependent upon the amount and type of accepted work completed by the Contractor, and the Contractor's unit bid price for each item.

The Contractor shall comply with all State, Federal and local statutes, ordinances and regulations applicable to the execution and the performance of this Contract and shall procure all necessary licenses and permits.

The Contractor and his/her subcontractors are to maintain all books, documents, papers accounting records and other evidence pertaining to cost incurred, and to make such material available at their respective offices at all reasonable times during the contract period for three (3) years from the date of final payment under the Contract for inspection by the City or any authorized representatives of government, and copies' thereof shall be furnished if requested.

## **VIII. LIABILITY**

- A. The Contractor agrees that his/her employees, sub-Contractors, or agents possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.
- B. The Contractor shall be liable for all damage caused by its negligent acts, in its services under this Contract or any supplements to this Contract, and shall indemnify and save harmless that City and all its officers, agents, and servants against any claims, suits, actions, damages, liabilities, and direct costs resulting from any negligent acts, willful or reckless misconduct, or negligent' performance of the Contractor, in any forum, brought as a result of such negligent acts, willful or reckless misconduct or negligent performance, and shall carry liability insurance for that purpose, as specified by the City.

## **IX. INSURANCE**

- A. The Contractor shall procure and maintain, at its own expense during the life of the Contract, insurance liability for damages imposed by law, of the kinds and in the amounts specified, with insurance companies authorized to do business in the State. The insurance shall cover all work under this Contract, whether performed by the Contractor or by sub-Contractor. Before commencing the work, the Contractor shall furnish certificates of insurance in the form satisfactory to the City certifying that the policies will not be changed or canceled until 30-day written notice has been given to the City.

The types of insurance are as follows:

1. Statutory Workers Compensation and Employers' Liability Insurance for all of his/her employees to be engaged in work on the project under this Contract, and in case any such work is sublet, the Contractor shall require the sub-Contractor similarly to provide.
  2. Workers Compensation and Employers' Liability Insurance for all of his/her employees to be engaged in such work. The Contractor shall file certificates with the Department's Contract Administrator showing that this insurance on behalf of all employees of the Contractor any sub-Contractor has been purchased prior to award of this Contract.
- B. The Contractor shall carry Liability and Property Damage Insurance with coverage in the following amounts:
- |  |             |
|--|-------------|
| (a) Public Liability, Bodily Injury, and Property Damage:              |             |
| Injury or death each person:   | \$1,000,000 |
| Injury to more than one person in a single accident:                   | \$1,000,000 |
| Property damage:   | \$1,000,000 |
| (b) Automobile and Truck Liability, Bodily Injury and Property Damage: |             |
| Injury or death of one person:   | \$1,000,000 |
| Injury to more than one person in a single accident                    | \$1,000,000 |
| Property damage:   | \$1,000,000 |
- C. No cancellation of said insurance, whether by the insurers or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City at least thirty (30) days prior to the intended effective date thereof which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of addressee requested, and executed shall constitute proof of submission of said certificate. An affidavit from any officer, employee or agent, duly authorized by the insured, shall be prima facie evidence that the notice was sent. This section shall apply to the legal representative, trustee, and the successor in interest of such Contractor.
- D. The failure of the Contractor to maintain insurance coverage in accordance with the terms of this Contract shall constitute a violation of this Contract. Such failure may result in termination of the contract, at the option of the City.
- E. The Contractor shall take notice that the cancellation of any insurance under this Contract shall not affect the obligation of the Contractor to maintain each coverage, or his/her obligations under this ("Insurance") of this Contract, or his liability under Section VIII ("Liability") of this Contract.
- F. The Contractor shall also take notice that his/her insurer must be licensed to do business in the State of Rhode Island.
- G. The Contractor shall file copies of all required insurance certificates with the City. All insurance certificates mentioned in this Article shall be attached to this Contract prior to award.

**X. PERFORMANCE AND PAYMENT BOND**

The Contractor shall deposit with the City a surety company bond (or bonds) for the satisfactory completion of work and the payment of all debts pertaining to materials and labor used or employed in the execution of the Contract, in an amount equal to the amount of the contract award. The form of the bond (or bonds) and the surety shall be licensed or have surplus line approval to do business in the State of Rhode Island. In the event the Contract Price is adjusted by Change Order executed by the City and Contractor, the bond (or bonds) shall be deemed increased by like amount.

Prior to final payment, the Contractor shall furnish a certificate from surety stating that the performance bond covers the one-year defective workmanship and materials guarantee.

**XI. SUPPLEMENTAL AGREEMENTS**

No change in the character or extent of the work to be performed by the Contractor and affecting the completion date or fee schedule shall be made except by supplemental agreement in writing between the City and the Contractor. The supplemental agreement will set forth the proposed work, any extension of time for completion, if required, and adjustment, if any, of the fee to be paid to the Contractor.

In any case where the Contractor believes extra compensation is due him/her for work and services not covered by this Contract or Supplement thereto, he/she shall notify the City in writing of his/her intention to seek such compensation before he/she begins the work. The request must be passed upon by the City. In the case where the request is determined to be justified, it shall be allowed and paid for as Extra Work/Additional Work in accordance with the terms of a supplemental agreement entered into before such work is started.

**XIII. ADDITIONAL TERMS**

1. The failure of the City to enforce at any time any of the provisions of the Contract, or to exercise any option which is herein provided, or to require at any time performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract of any part thereof, or the right of the State to thereafter enforce each and every provision.
2. This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and the successors of the respective parties hereto.
3. Should any part, term, or provision of this Contract be by a court of competent jurisdiction declared invalid, illegal, or in conflict with any law of the City, State or the United States, the validity of the remaining portions or provisions shall not be affected thereby.

**XIV. INDEMNITY**

The Contractor shall indemnify, defend and hold harmless the City, and its elected and appointed officers, directors, and employees (each, a "City Indemnitee"), from and against (and pay the full amount of ) any and all Loss-and-Expense incurred by a City

Indemnitee to third parties arising from or in connection with: (1) any failure by the Contractor to perform its obligations under this Contract; or (2) the negligence or willful misconduct of the Contractor or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Contract, except to the extent caused by the negligence or willful misconduct of any City Indemnitee. The Contractor's indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events. A City Indemnitee shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and the Contractor shall have the right to assume the defense of the claim in any Legal Proceeding and to approve any settlement of the claim. These indemnification provisions are for the protection of the City Indemnitees only and shall not establish, of themselves, any liability to third parties. The provisions of this Section shall survive termination of this Construction Contract.

**XV. TERMINATION BY THE CITY**

The City reserves the right to abandon, suspend or terminate the services of this Contract, or any part thereof, at any time, by giving written notice to the Contractor in accordance with Section 12 of the General Conditions.

Abandonment, suspension or termination of the Contract shall in no way limit any legal rights of the City.

**XVI. EXECUTION OF CONTRACT**

**IN WITNESS HEREOF**, the said parties hereto have caused this instrument to be signed by their duly constituted officers, attested, and sealed pursuant to proper resolutions.

By: \_\_\_\_\_  
Party of the First Part (Signature)

Henry F. Winthrop, Mayor, City of Newport, RI  
(Printed Name and Title)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Party of the Second Part (Signature)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name and Title)

Approved as to form by:

\_\_\_\_\_  
Joseph J. Nicholson, Jr., City Solicitor

**FORM OF BOND  
FOR PERFORMANCE AND PAYMENT**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_

a corporation created by and existing under the laws of the State of \_\_\_\_\_,

(hereinafter called the "Principal") and \_\_\_\_\_,

a corporation created by and existing under the laws of the State of \_\_\_\_\_,

(hereinafter called the "Surety") are held and firmly bound unto the \_\_\_\_\_,

(hereinafter called the "Owner") in the full and just sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

lawful money of the United States of America, to be paid to the said "Owner", its successors and assigns, to which payment well and truly to be made, we bind ourselves, our successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the above bonded "Principal" has entered into a contract with the said "Owner by and through the

\_\_\_\_\_

bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the

CONSTRUCTION OF

\_\_\_\_\_

\_\_\_\_\_

upon certain terms and conditions in said contract more particularly mentioned, and fully and specifically described in certain specifications made part of said contract; and

WHEREAS, it was one of the conditions of the award of the "Owner" pursuant to which said contract was entered into that these presents shall be executed.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden "Principal" shall, in all respects, comply with and fulfill all the terms and conditions of said

contract and its obligations thereunder, including the "Notice to Bidders", Information for Bidders", "Proposal", Contract and Agreement", "General Conditions of Contract", Special Conditions of Contract", "Detail Specifications" and "Plans", therein referred to and made a part thereof, and such alterations as may be made in said plans and specifications as therein provided for, and shall indemnify and save harmless the said "Owner" against or from all costs, expense, damages, injury or loss to which the said "Owner" may be subjected to by reason of its failure to complete the work in accordance with its contract or by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement, on the part of the said "Principal", its agents or employees in the execution or performance of said contract, and shall promptly pay all just claims for damages for injury to persons or property and for labor and materials, incurred by said "Principal", in or about the construction or improvement contracted for, then this obligation to be void; otherwise to be and remain in full force and virtue in law.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names and seals, respectively, to be hereunto subscribed and affixed by their officers in that behalf duly authorized, this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
By\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
By\_\_\_\_\_

Signed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT FOR PRINCIPAL  
(INDIVIDUAL)**

State of \_\_\_\_\_

City of \_\_\_\_\_ to wit:

I, \_\_\_\_\_, a Notary Public in  
and for the City and State aforesaid, do certify that

\_\_\_\_\_,

whose name is signed to the foregoing bond, personally appeared before me in my City and  
State aforesaid and acknowledged the same to be his act and deed.

My commission expires

\_\_\_\_\_.

\_\_\_\_\_

Notary Public

Given under my hand and seal this \_\_\_\_\_ day of

\_\_\_\_\_ 20\_\_\_\_\_.

**ACKNOWLEDGMENT FOR PRINCIPAL  
(PARTNERSHIP)**

State of \_\_\_\_\_

City of \_\_\_\_\_ to wit:

I, \_\_\_\_\_, a Notary Public in  
and for the City and State aforesaid, do certify that

\_\_\_\_\_,

and \_\_\_\_\_, partners doing  
business as \_\_\_\_\_, whose  
names are signed to the foregoing bond, personally appeared before me in my City and State  
aforesaid and acknowledged the same to be their act and deed.

My commission expires

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Given under my hand and seal this \_\_\_\_\_ day of

\_\_\_\_\_ 20\_\_\_\_\_.

**ACKNOWLEDGMENT FOR PRINCIPAL  
(CORPORATION)**

State of \_\_\_\_\_

City of \_\_\_\_\_ to wit:

I, \_\_\_\_\_, a Notary Public in  
and for the City and State aforesaid, do certify that

\_\_\_\_\_,

and \_\_\_\_\_, whose names are  
signed to the foregoing bond as

\_\_\_\_\_ and

\_\_\_\_\_

\_\_\_\_\_ of

\_\_\_\_\_ p

ersonally appeared before me in my City and State aforesaid and acknowledged the same to be  
the act and deed of said corporation.

My commission expires

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Given under my hand and seal this \_\_\_\_\_ day of

\_\_\_\_\_ 20\_\_\_\_\_.

**ACKNOWLEDGMENT FOR SURETY**

State of \_\_\_\_\_

City of \_\_\_\_\_ to wit:

I, \_\_\_\_\_, a Notary Public in

and for the City and State aforesaid, do certify that

\_\_\_\_\_,

personally appeared before me in my City and State aforesaid and made oath that he is

\_\_\_\_\_ of the

\_\_\_\_\_.

that \_\_\_\_\_ is authorized by law to transact business in the State of Rhode Island and Providence Plantations; has complied with all laws relative to the execution of said bond; and that he is duly authorized to execute said bond for and on behalf of said company and to obligate the company with respect thereto.

My commission expires

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Given under my hand and seal this \_\_\_\_\_ day of

\_\_\_\_\_ 20\_\_\_\_\_.

## **GENERAL CONDITIONS OF CONTRACT**

### **SEC. 1 - CONTRACT DOCUMENTS**

The Contract Documents shall consist of Notice to Bidders, Information for Bidders, Labor and Wage Requirements, Proposal Form, Draft Contract and Agreement, General and Special Conditions of the Contract, Specifications, and Details, including all modifications and addenda thereof incorporated in any of the documents before execution of the Contract.

### **SEC. 2 - SPECIFICATIONS AND PLANS SUPPLEMENTARY**

The specifications and details are intended to supplement each other, and together constitute one complete set of instructions, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design or design as decided and determined by the Engineer. In the event of a conflict, the specifications shall be considered as prevailing. Should the Contractor find that anything is omitted from the specifications, plans or details which are necessary for a clear understanding of the work, or that there is an error in either, the Contractor shall promptly notify the Engineer. From time to time during the progress of the work, the Engineer will furnish supplementary or working drawings as are necessary to show changes or define the work in more detail, and these shall also be considered as contract plans.

### **SEC. 3 - DEFINITIONS**

The word "City" as used herein shall mean the "Party of the First Part," acting through its properly authorized representatives.

The word "Engineer" shall mean the Director of Public Services whether acting directly or through properly authorized agents, inspectors or representatives of the Engineer, acting within the scope of duties entrusted to them.

The word "Contractor" shall mean the "Party of the Second Part," of this Contract, or his or their duly authorized agents.

The word "Addendum" shall mean a modification of the Contract documents issued by writing by the Engineer prior to the opening of the bids.

The term "ASTM" shall mean the American Society for Testing Materials.

The term "AWWA" shall mean the American Water Works Association.

The term "ASA" shall mean the American Standards Association.

The term "ANSI" shall mean the American National Standards Institute.

The term "NBFU" shall mean the National Board of Fire Underwriters.

The words "as described," "as required," "as permitted," "as allowed," or phrases of like effect or import as used herein shall mean that the direction, requirement, permission or allowance of the Engineer is intended, and similarly the words "approved," "reasonable," "suitable," "properly," "satisfactory," or words of the like effect or import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, properly or satisfactory in the judgment of the Engineer.

#### **SEC. 4 - ENGINEER'S DECISION**

All work under this Contract shall be done to the satisfaction of the Engineer, who shall determine the amount, quality, acceptability and fitness of the several items of work and materials that are to be paid for hereunder. He shall decide also all questions that may arise as to the fulfillment of the terms of the Contract by the contractor, and as to the intent and purpose of the Contract or specifications. The determination of the Engineer in all such matters shall be final and binding upon the parties thereto.

#### **SEC. 5 - INSPECTION**

The City, at its own expense, has appointed and employed the Engineer whose duty it is to observe and inspect, in the City's interest, the materials furnished and the work done as the work progresses in order to insure full and complete compliance with the Contract. It is agreed that the City may also, at its pleasure and at its own expense, appoint and employ such other persons as may be necessary for those purposes. The Engineer and all such other persons referred to shall have unrestricted access to all parts of the work and to other places at and which the preparation of the materials and other parts of the work to be done under this Contract are carried on and conducted and shall be given by the Contractor all facilities and assistance required to carry out their work of observation and inspection.

The Engineer and his authorized representatives and agents shall have free access to Contractor's payrolls, records of personnel, invoices of materials and other data and records.

It is not the function of the Engineer to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. Nevertheless, the Contractor agrees that any method or procedure, which in the opinion of the Engineer does not achieve the required results or quality of the work specified, shall be discontinued immediately upon the order of the Engineer.

The Engineer shall have the authority to reject any work, or materials, or any part thereof, which does not in his opinion conform to the specifications and Contract, and it, shall be permissible for him to do so at any time during the progress of the work and until its acceptance.

No work shall be done except in the presence of the Engineer or his assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Engineer. All materials rejected shall be removed immediately from the work area and not again offered for inspection. Any material or workmanship found at any time to be defective or not of the quality or character required by the specifications shall be remedied at once regardless of previous inspection.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the specifications and work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expense to the City whenever so ordered by the City without reference to any previous oversight or error in inspection.

## **SEC. 6 - OBLIGATION OF CONTRACTOR**

The Contractor shall, at his own cost and expense, provide any and all manner of superintendence, insurance, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power, transportation and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall cover and protect the work from damage, and make good all injury to the same occurring before the completion of this Contract. The Contractor shall employ only competent men and shall provide an experienced superintendent who shall be present at all times that work is in progress. The Contractor shall also provide experienced foreman on each part of the work. Should the Engineer determine that any of the Contractor's employees is incompetent or irresponsible toward public health and safety or any other reason detrimental to the work he can order the removal of such person or persons from the work and the Contractor shall comply with such order.

The Contractor shall, at his own expense wherever necessary or required, maintain fences, provide watchmen, maintain lights, place additional timber and braces, and take such other precautions as may be necessary to protect life, property, existing utilities and services, and structures, and shall be liable for all damages occasioned in any way by his act or neglect, or that of his agents, employees or workmen. He shall provide access at all times to private property.

## **SEC. 7 - PATENT RIGHTS**

The Contractor shall indemnify and save harmless the City and its officers, agents and representatives from all claims and damages, arising from the infringement or alleged infringement of any Letters Patent or patent rights covering any material, appliance or device used in or upon the work or any part thereof.

All royalties for patents or patent infringement claims that might be involved in the construction or use of the work shall be included in the Contract amount, and the Contractor shall satisfy all demands that may be made at any time for such, and shall be liable for any damages or claims for Patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that may be instituted against the City for infringement or alleged infringement of any patent or patents involved or alleged to be involved in the work; and in case of an award of damages, the said Contractor shall pay such award.

## **SEC. 8 - DEFENSE OF SUITS**

In case any action at law or suit in equity may or shall be brought against the City or any of its representatives or agents for or on account of the failure, omission or neglect of the Contractor or his sub-contractors or his or their employees or agents to do and perform any of the covenants, acts, matters or things by this Contract undertaken or to be done or performed by the Contractor or his sub-contractors, or his or their employees or agents, or for any injury or damage caused by the negligence or alleged negligence of the Contractor or his sub-contractors, his or their employees or agents, the Contractor shall indemnify and save harmless the City, its representatives, agents and servants and the Engineer of and from all loss, cost, damage, expense, judgment or decrees whatever arising out of such actions or suits as may or shall be damaged as aforesaid.

## **SEC. 9 - PERMITS, LAWS, AND ORDINANCES**

The Contractor shall keep himself fully informed of all existing and current ordinances and regulations and Municipal, County, State or National laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall at all times observe and comply with all such valid and legally binding ordinances, Laws and regulations and shall protect and indemnify the City and its representatives and agents against any claim or liability arising from or based on any violation of the same. He shall take out and carry appropriate employers' liability insurance and public liability insurance. He shall obtain and pay for all necessary permits and pay all fees required in connection with the Contract.

## **SEC. 10 - ASSIGNMENT OF CONTRACT**

The Contractor shall have no right or power to assign this Contract, in whole or in part, nor to assign any right arising or moneys due or to grow due thereunder, without formal approval of the City.

## **SEC. 11 - SUBLETTING**

No part of the work embraced in this Contract shall be sublet or subcontracted in any way except with the written consent of the City, but this provision shall not apply to the purchase and delivery of materials necessarily manufactured and provided elsewhere.

## **SEC. 12 - COMPLETION OF WORK BY CITY**

If the work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned, or the work sublet by him, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the conditions or covenants of this Contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this Contract for its completion, or within the time to which the completion of the Contract may be extended by the City, the City may notify the Contractor to discontinue all work, or any part thereof under this Contract, by a written notice to be served upon the Contractor, as herein provided; and the Contractor shall within five (5) days of the service of said notice, discontinue the work, or such part thereof, and the City shall thereupon have the power to contract for the completion of the Contract in the manner prescribed by law, or to place such and so many persons as it may deem advisable, by Contract or otherwise, to work, and complete the work herein described, or such part thereof; to take possession of and use any of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work and to procure other materials and equipment for the completion of the same, and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this Contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the City; and in case such expense shall be less than the amount which would have been payable under this Contract if the same had been completed by the Contractor, the City shall pay such difference to the Contractor.

### **SEC. 13 - CLAIMS FOR LABOR AND MATERIALS**

The Contractor shall indemnify and save harmless the City from all claims for labor done and for materials furnished under this Contract, or any alterations or modifications thereof and shall furnish the City with satisfactory evidence, when called for by it, that all persons who have done work, or furnished materials under the laws of the State, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient within the discretion of the City to meet the claims of the persons aforesaid shall be retained, in addition to any other money due the Contractor under this Contract, until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

### **SEC. 14 - MODIFICATIONS AND EXTRA WORK**

The Contractor in entering into this Contract understands that the City reserves the right to modify the arrangement, character, or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable so to do. Minor changes in the work not involving extra cost and not inconsistent with the purpose of the work may be made by verbal order, but no modifications involving substantial extra work or changes shall be made unless ordered in writing by the Engineer. The Contractor shall and will accept such modifications when ordered in writing by the Engineer, and the same shall not vitiate or void this Contract. Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation. If such modifications result in a decrease in the cost of the work involved, an equitable deduction from the Contract price shall be made.

### **SEC. 15 - PAYMENT FOR EXTRA WORK**

The Contractor agrees that he will accept as full compensation for extra work, the unit prices bid, where such are applicable; and for such items as are not properly covered by unit prices, a lump sum agreed upon as reasonable by the Engineer and the Contractor. If an agreement cannot be made on payment for the extra work on a unit price or lump sum basis, the Contractor will accept as full compensation the reasonable cost, as determined by the Engineer, of all necessary labor, including insurance and payroll taxes, equipment rental and materials, plus twenty per cent (20%) which covers superintendence, the use of tools and plant, and other overhead expense and profit. In case the extra work is performed by a previously approved subcontractor, the total allowance that covers superintendence, the use of tools and plant, and other overhead expenses and profit shall be twenty-five per cent (25%) instead of twenty per cent (20%) as stated above.

Equipment rental charges shall be the pro-rated charge actually paid by the Contractor in the case where equipment is rented, except that this rental charge shall not exceed the latest rental rates compiled by the Associated Equipment Distributors. If the equipment is owned by the Contractor, the equipment rental charge shall be pro-rated on the basis of the monthly rates compiled by the Associated Equipment Distributors. All fuel and lubrication costs will be paid for separately.

The Contractor agrees to prosecute such extra work with all reasonable diligence, and to employ thereon competent men. The Contractor shall give the Engineer access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices unless a statement in writing of the actual cost of the same, fully

itemized as to labor and materials, is presented to the engineer before the thirtieth (30th) day of the month following that during which each specific order was complied with by him.

**SEC. 16 - CLAIMS FOR UNAUTHORIZED EXTRA WORK**

If the Contractor performs work which he considers is not included under any of the items of the Contract and which has not been specifically ordered in writing by the Engineer as extra work, he shall make a claim for extra payment for such work by immediate oral notice followed by written notice within seven (7) days after the occurrence to the Engineer, with detailed cost data to support his claim within thirty (30) days after the said work is performed. Should such work extend over a period of more than thirty (30) days, he shall submit monthly records of all cost data relating to the claim for extra payment of such work.

**SEC. 17 - GUARANTEE**

The Contractor guarantees the work done under this Contract, and that the materials furnished by him and used in the construction of the same are free from defects or flaws, and the guarantee is for a term of one (1) year from and after the date upon which the final estimate of the Engineer is formally approved by the party of the first part. It is hereby, however, agreed and understood that this guarantee shall not include any repairs made necessary by any cause or causes other than defective materials furnished by or defective work done by the Contractor.

**SEC. 18 - REPAIRS FOR ONE YEAR**

The Contractor agrees that he/she will furnish prior to payment of the final estimate, a certificate from his surety stating that the performance bond covers the above one-year guarantee. The Contractor shall make such repairs on the work as may be required by the Contractor's guarantee.

**SEC. 19 - RATE OF PROGRESS AND SEQUENCE OF WORK**

The Contractor shall, within two (2) calendar days after the date of the pre-construction meeting and before commencing work, submit to the City Engineer for approval a construction schedule showing dates of starting and completion of various parts of the work to be consistent with the sequence and timelines as described herein. No work shall begin until an approved construction schedule is in effect and a Notice to Proceed has been issued by the City. Thenceforth, the rate of progress shall be such that the whole work will be completed and the grounds cleaned up within the Contract time.

The Contractor will proceed with the work at such rate of progress to insure full completion within the time stipulated in the contract documents. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climactic and economic conditions and other factors prevailing in the locality of the work.

If, at any time before the commencement or during the progress of the work, the materials, labor and appliances used or to be used by the Contractor appear to the Engineer to be insufficient or improper for securing the quality of work required or the required rate of progress, The Engineer may order the Contractor to increase their efficiency or to improve their character, and the Contractor shall conform to such order; but the failure of the Engineer to demand any such increase or efficiency or any such improvements shall not release the

Contractor from his obligation to secure the quality of the work or the rate of progress specified.

#### **SEC. 20 - EXTENSION OF TIME**

The Contractor expressly covenants and agrees that in undertaking to complete the work sufficiently to permit operation of the major units and to complete the entire work within the times stated in the Contract, he has taken into consideration and made allowance for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials or workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any substantial changes, additions, or omissions therein ordered in writing by the Engineer, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection or war, or by the abandonment of the work by the workmen engaged therein through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay or default of any other Contractor of the City, the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Engineer thereof in writing, and thereupon, and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the Engineer in his discretion shall award in writing.

#### **SEC. 21 - LIABILITY OF CONTRACTOR FOR EMPLOYEES**

Each and every employee of the Contractor, and each and every of his subcontractors engaged in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the City. The Contractor shall in no manner be relieved from responsibility or liability on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such subcontractor, or any material men, whatsoever.

#### **SEC. 22 - NO WAIVER OF RIGHTS**

No certificate given or payment made under this Contract, except the final certificate or final payment, shall be evidence of the performance of the Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the City or of the Engineer, or of any representative of either of them, in supervising the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work, or any part thereof, or of materials used therein or thereof, either wholly or in part; but such acceptance shall be evidenced only by the final certificate of the Engineer as approved by the City. Before any final certificate shall be allowed, the Contractor will be required, and he hereby agrees, to sign and attest on said certificate a statement that he accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this Contract, and furthermore that all claims for materials provided or labor performed have been paid or satisfactorily secured. No waiver of any breach of this Contract by the City or anyone acting for it or on its behalf shall be held as a waiver of any other or subsequent breach thereof.

**SEC. 23 - VERBAL STATEMENTS NOT BINDING**

It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of the Engineer or other representatives of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in anywise whatsoever, the written agreement.

**SEC. 24 - RELEASE OF LIABILITY**

No person or corporation other than the signer of this Contract as Contractor now has any interest hereunder, and no claim shall be made or be valid, and neither the City or any employee or agent thereof shall be liable or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the final payment shall operate as and shall be a release to the City and every representative and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the City or any person relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligation under this Contract or the Performance and Payment Bond.

## **SPECIAL CONDITIONS OF CONTRACT**

### **1.0 WORKING CONDITIONS**

The Contractor shall provide working conditions on each operation that shall be as safe and as healthful as the nature of the work permits. He shall inform himself of and shall comply with all safety and sanitary rules, laws, and regulations.

The Contractor shall maintain a safe drinking water supply readily available to all workers. A sufficient number of chemical type sanitary structures shall be provided for workmen on the project. They shall be located near the points of work. They shall be cleaned daily and shall be adequately serviced.

### **2.0 CARE AND PROTECTION OF WORK**

From the commencement of work until the completion of the same, the Contractor shall be solely responsible for the protection and care of the work covered by the Contract and for the material delivered to the site. All injury, damage, or loss of the same, from whatever cause, shall be made good at his expense. He shall take all necessary precautions to prevent injury or damage to the work by flood, freezing, or inclement weather at any and all times. The methods used for this purpose shall be subject to approval of the Engineer.

### **3.0 SHOP DRAWINGS**

The Contractor shall furnish shop drawings, descriptive literature, and other required information for all the manufactured items. Three (3) copies shall be submitted to the Engineer for approval prior to fabrication. Approval by the Engineer of the shop drawings for any material apparatus, device and layout shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quality, quantity, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Approval shall not relieve the Contractor from responsibility for errors of any sort on the shop drawings. If the shop drawings deviate from the Contract Documents, the Contractor shall advise the Engineer of the deviations in writing, including the reason for the deviation.

Prior to the submittal of shop drawings of manufactured items, the Contractor shall check and approve the drawings. He shall indicate his approval by initials and date, and shall also indicate by reference the specification and/or plan which covers the item.

### **4.0 MATERIALS AND MANUFACTURED ARTICLES**

All material and workmanship shall be subject to the approval of the Engineer and shall be in conformity with approved modern practice.

In general, wherever the Contract Documents show or specify a particular make of material, article, device or equipment, it shall be regarded as a standard.

When reference is made in the Contract Documents to standards or specifications of associations such as AWWA, ASTM or others, the provisions of the latest revision of the standard or specification shall be applicable. If two or more makes of materials, manufactured articles, devices or equipment are shown or specified, each should be

regarded as the equal of the other. Any other make of material, manufactured article, device or equipment which is the recognized equal of that specified, and is suitable for the purpose intended, will be accepted. In all cases, new materials shall be used, unless this provision is waived by notice from the Engineer in writing.

**5.0 WORK IN BAD WEATHER**

During freezing, stormy, or inclement weather, only work that can be done satisfactorily and in a manner to secure first-class construction throughout, shall be done.

**6.0 NIGHT AND SUNDAY WORK**

Unless otherwise specially permitted, no work shall be done between the hours of 6:00 p.m. and 7:00 a.m., nor on weekends (Saturday or Sunday), nor on state or federal holidays, except as necessary for the proper care and protection of the work already performed. If it shall become absolutely necessary to perform work at night, the Engineer shall be informed at least twenty-four (24) hours in advance of the beginning of performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner without creating public nuisance(s). Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done. Any work necessary to be performed after regular working hours, such as on legal holidays, shall be performed without additional expense to the Owner.

**7.0 WATER SUPPLY AND ELECTRICAL ENERGY**

The Contractor shall make his own arrangements for obtaining the electrical energy and a water supply necessary for construction purposes.

**8.0 PUBLIC SAFEGUARDS**

The Contractor agrees to conduct the work at all times in such a manner that public travel shall not be inconvenienced needlessly, nor shall it be wholly obstructed at any point. He further agrees to be responsible for all legal notices, detour and warning signs, to notify the police and fire departments of the condition of the roads while the work is in progress, providing watchmen, barricades, red lights, danger and warning signs, and such other precautions necessary to protect life and property.

**9.0 STORAGE OF MATERIALS**

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wood platforms and covered, or stored in a suitable building as directed by the Engineer. Stored material shall be located so as to facilitate prompt inspection.

If requested the City may provide limited storage space for the Contractor at the City Yard, located at 80 Halsey Street. If the Contractor makes use of space at City Yard they must coordinate with designated representatives of the City whenever material enters or exits city property. Only approved equipment and materials may be stored. Upon completion of the work set forth within the Contract document and before final acceptance and payment the Contractor shall, except as otherwise expressly directed or permitted in writing, clean and remove from the sites and adjacent property all stored, surplus, and discarded materials, rubbish and temporary structures. The Contractor shall

restore in an acceptable manner all property which has been altered or used during the performance of the work and leave the whole in a neat and presentable condition, to the satisfaction of the Engineer.

#### **10.0 CONTRACTOR'S EMPLOYEES**

The Contractor shall be represented by an experienced superintendent on the project site at all times when work is in progress. Only skilled foremen and workmen shall be employed on work requiring special qualifications.

In the event that any Contractor employee neglects to properly serve the public or Owner in a courteous and efficient manner, fails to conduct him/herself properly at the Site, or permits or causes any violation of this Agreement, the Contractor agrees not to employ such person at the Site and Contractor shall replace such person within a reasonable time with a competent and trained employee.

#### **11.0 CLEANUP**

During the progress of the work, the Contractor shall keep the site in a generally neat condition. Lunch papers, bottles, lumber cut-offs, drinking cups, and like rubbish shall be removed from the site daily. The work shall be cleaned up as the various portions of the project are completed.

Upon completion of the work and before acceptance and final payment shall be made, the Contractor shall, except as otherwise expressly directed or permitted in writing, clean and remove from the sites and adjacent property all surplus and discarded materials, rubbish and temporary structures. He shall restore in an acceptable manner all property which has been damaged during the performance of the work and leave the whole in a neat and presentable condition.

The Contractor shall remove all plant, surplus, and waste materials from the site as soon as the work is completed.

#### **12.0 PAYMENT FOR TEMPORARY WORK**

No direct or separate payment will be made for providing miscellaneous temporary works, plant, services, Contractor's offices, layout surveys, job description signs, sanitary requirements, safety devices, watchmen, bonds, and insurance. Compensation for all such services, things, and materials shall be considered as having been included in the price stipulated for the Contract items.

#### **13.0 ORDER TO SUSPEND WORK**

If the Engineer considers that any portion of the work should be suspended temporarily because of extreme weather conditions or special events or activities in Newport or for any other reason, he shall order in writing the Contractor to suspend work until conditions permit its resumption. Suspension of work by order of the Engineer shall be considered as a reason for extension of time beyond the completion time previously stated in the Contract.

#### **14.0 STATE LAWS AND REGULATIONS**

The Contractor shall comply in all respects with the General Laws of Rhode Island, 1956, relative to registration of motor vehicles, loading of trucks, conditions of work, employment of labor, prevailing wage scales, and fringe benefits and the acts amendatory thereof and supplemental thereto. The Contractor shall give preference in employment on the work to be performed under this Contract to resident citizens of the City of Newport.

Safety Code - The Contractor's attention is directed to the safety requirements of the Rhode Island Department of Labor, Industrial Code Commission for Safety and Health, Industrial Safety Code No. 14, Safety Code for Construction Industry, and amendments thereof.

#### **15.0 PROPERTY MARKERS DISTURBED**

The Contractor shall, at his own expense, retain the services of a licensed surveyor to replace property markers on or adjacent to privately owned property that have been disturbed during the course of construction.

#### **16.0 LINES AND GRADES**

The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which he intends to do work, in order that lines and grades may be checked and necessary measurements for record and payment made with a minimum of inconvenience to the Engineer or delay to the Contractor. The Contractor shall have no claim for damages or extension of time on account of delays in the giving of lines and grades making record measurements or destruction of such marks and the consequent necessary for replacement. The Engineer will furnish the Contractor with such basic information as to lines and grades as he, the Engineer, deems necessary, but this shall not be construed to mean all lines, grades, elevations, and measurements will be made by the Engineer.

The Contractor shall furnish necessary services and assistance of chainmen as required and all wooden stakes, spikes, monuments, or markers of the type and material designated by the Engineer for the proper placement, marking and preservation of all lines and grades necessary under this Contract.

The Contractor shall furnish all labor and materials necessary or proper for batter boards and other facilities for transferring, marking, and preserving all lines, marks or grades that may be given to the Contractor by the Engineer. He shall carefully follow and preserve all such lines, marks and grades. All work during its progress and on its completion shall conform to the plans; it being understood and agreed, however, that such plans may be modified from time to time, in the manner and to the extent herein provided.

## **SPECIFICATIONS**

## Item 1. Furnish and Install Portland Cement Concrete Pavement

DESCRIPTION: This Specification consists of removing existing and furnishing and placing full-panel replacement of Portland Cement Concrete Pavement on Bellevue Avenue.

MATERIALS: Portland Cement Concrete Pavement shall be a 5,000 PSI High Early Strength Concrete Mix with a 0.37 water to cement ratio using pure cement (no fly ash), as per the specifications below:

|                             |             |
|-----------------------------|-------------|
| Cement, Type II (lbs)       | 752         |
| Fine Aggregate (lbs)        | 1,044       |
| Coarse Aggregate (lbs)      | 1750        |
| Water (lbs/gal)             | 280/33.5    |
| Total Air, %                | 6.0 +/- 1.5 |
| Adva-190 (oz)               | 22.56       |
| Daratard 17 Retarder (oz)   | 15.04       |
| Darex II AEA (oz)           | 2.3         |
| Water/cement ratio (lbs/lb) | 0.37        |
| Slump (in)                  | 4.00        |
| Concrete Unit Weight (PCF)  | 141.7       |

Installation shall conform to Rhode Island Department of Transportation (RIDOT), Standard Specifications for Road and Bridge Construction, 2004 Edition, including updates.

All joint materials, i.e., filler and sealant, shall conform to the requirements of Section 500 and Section M.02 of the above RIDOT specification.

CONSTRUCTION: Portland cement concrete pavement shall be placed in accordance with the aforementioned specifications. Careful attention shall be given to the proper saw cutting of joints and curing after placement.

**Traffic shall not be allowed on the concrete pavement until it reaches 3,000 PSI, a minimum of 24 hours.**

METHOD OF MEASUREMENT: Portland Cement Concrete Pavement will be measured per square yard per eight inch (8") depth of concrete.

BASIS OF PAYMENT: Portland Cement Concrete Pavement will be paid for at the contract unit bid per square yard in place. These payments shall constitute full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to produce, place and protect the concrete as herein specified, in addition to any requirements in the specifications for the particular use.

## CITY SPECIFICATIONS

### Item 2. Furnish and Install Silicone Highway Joint Sealant

**DESCRIPTION:** The work under this item shall consist of furnishing and installing silicone joint sealant in highway and bridge expansion and contraction joints to the configuration shown on the plans or as directed by the Engineer.

**MATERIALS:** The silicone joint sealant shall be a one-part silicone material that readily extrudes over a wide temperature range and cures to produce a durable, flexible, low modulus silicone rubber joint seal. It shall have an extension recovery of 100% and a compression recovery of 50% of the original joint width.

The silicone sealant shall meet the requirements of Federal Specifications TT-S-01543 A Class A (one-part silicone sealants) and TT-S-00230 C Class A (one component sealants).

**LIMITATIONS:** Silicone sealant is not intended for continuous water immersion, and it should not be applied in totally confined spaces where the sealant is not exposed to atmospheric moisture. The sealant should never be applied to wet or damp surfaces nor should it be installed during inclement weather. It shall be applied no thicker than ½ inch and no thinner than ¼ inch an approximate width to depth ratio of 2:1.

#### CONSTRUCTION METHODS:

- 1) All joints shall be cleaned of contaminants and impurities to the depth at which the sealant (and backer rod if detailed) is to be installed. Cleaning shall be by grinding, saw cutting, blast cleaning (sand or water), mechanical abrading or a combination of these methods. This will provide a sound, clean and frost-free surface for sealant application.
- 2) All dust, loose particulates, and other debris shall be blown out with oil free compressed air.
- 3) An expanded closed cell polyethylene foam road back-up material shall be installed in joints, or an approved bond breaker tape shall be installed if so detailed on the plan.
- 4) A primer shall be applied to the surfaces of steel expansion joints. The primer shall be as per the recommendation of the sealant manufacturer
- 5) Silicone highway joint sealant shall be applied in a continuous operation to properly fill and seal the joint width. For maximum performance the sealant should be applied above 40°F. The sealant shall be pumped directly from the original drum or pail into the joint by use of an air-powered pump, pushing the sealant ahead to form a uniform bead. The sealant shall fill the joint from the bottom to slightly below the pavement surface.
- 6) The joint shall be tooled using a blunt instrument, so that it is slightly concave and approximately ¼ inch below the adjacent surface. Tooling should be done within 10 minutes of application before a "skin" forms. No soap or oil shall be used as a tooling aid.
- 7) Traffic shall be kept off the sealed lane for at least 30 minutes after sealant application.

**METHOD OF MEASUREMENT:** The quantity of "Silicone Highway Joint Sealant" to be paid for will be measured by the linear foot; in accordance with the Rhode Island Standard Specifications and these special provisions.

**BASIS OF PAYMENT:** The quantity determined under the "measurement" section will be paid for

## **CITY SPECIFICATIONS**

by either the contract unit price or included in the contract Lump Sum items, as designated in the Proposal. This payment will constitute full compensation for all silicone sealant, back rods, bond breaker tape, primer, surface preparation, other materials, labor, tools, equipment, and other incidentals necessary to properly complete this work

## **CITY SPECIFICATIONS**

### **Item 3. Furnish and Install Expansion Joint Filler**

**DESCRIPTION:** The Work under this item shall consist of furnishing and installing expansion joint filler in expansion and isolation joints to the configuration shown on the plans or as directed by the Engineer.

**MATERIALS:** The expansion joint filler shall meet the requirements of AASHTO M33 or AASHTO 213 and shall be punched to admit dowels where called for on the plans. The filler for each joint shall be furnished in a single piece for the full depth and width required for the joint unless otherwise authorized by the Engineer. When the use of more than one piece is required for a joint, the abutting ends shall be fastened securely and held accurately to shape by stapling or other positive fastening satisfactory to the Engineer.

**CONSTRUCTION METHODS:** Transverse expansion joints shall consist of a vertical expansion joint filler placed in a butt-type joint with or without dowel bars as shown in the plans. The expansion joint filler shall be continuous from form to form and shaped to the sub grade. Preformed joint filler shall be furnished in lengths equal to the pavement width or equal to the width of one lane. Damaged or repaired joint filler shall not be used.

The expansion joint filler shall be held in a vertical position. An approved installing bar or other device shall be used if necessary to ensure proper grade and alignment during placing and finishing of the concrete. Finished joints shall not deviate in horizontal alignment more than 1/4 in. from a straight line. If joint fillers are assembled in sections, there shall be no offsets between adjacent units. No plugs of concrete shall be permitted anywhere within the expansion space. '

**METHOD OF MEASUREMENT:** The quantity of "Expansion Filler" to be paid for will be measured by the linear foot; in accordance with the Rhode Island Standard Specifications and these Special Provisions.

**BASIS OF PAYMENT:** The quantity determined under the "measurement" section will be paid for by the Contract unit price for Portland Cement Concrete Pavements as designated in the Proposal. This payment will constitute full compensation for all filler surface preparation, other materials, labor, tools, equipment, and other incidentals necessary to properly complete this work.

### **Item 4. Furnish and Install Detectors and Relays**

The Work under this item shall conform to Section T.13 of the Rhode Island Department of Transportation (RIDOT) Standard Specifications for Road and Bridge Construction, Amended December 2010 with updates.

## **CITY SPECIFICATIONS**

### **ITEM 6. FURNISH AND INSTALL TRAFFIC CONTROL DEVICES**

### **ITEM 7. POLICE TRAFFIC CONTROL**

#### **DESCRIPTION**

The Contractor shall furnish all labor, materials, tools, and equipment necessary to Furnish and Install Traffic Control Devices and coordinate Police Traffic Control from the Newport Police Department as directed by the Engineer, in order to direct traffic and for detours as required by the progress of work. A police detail shall be made available at an excavation site, intersection or at a point of detour. All work shall be in accordance with The Rhode Island Department of Transportation's Standard Specifications for Road and Bridge Construction, amended December 2010 with all latest revisions.

#### **MATERIALS**

The Contractor shall furnish, erect, maintain, wash, move, adjust, repair, relocate, re-erect, and store all temporary construction signs, sign mountings, portable barricades, traffic cones, delineators, and other warning devices when, where, and as specified by the Standard Specifications for Road and Bridge Construction of the State of Rhode Island, amended December 2010 with all latest revisions, and the Manual on Uniform Traffic Control Devices, latest edition or as otherwise directed by the Engineer. Temporary construction signs, sign mountings and other warning devices shall conform to the Standard Specifications for Road and Bridge Construction of the State of Rhode Island, Revision of 2004 and the Manual on Uniform Traffic Control Devices, latest edition. When, in the opinion of the City, the sign or device shall be so severely damaged as to warrant replacement, the Contractor shall provide a new device that shall be deemed to be included in this item.

#### **CONSTRUCTION METHOD**

Furnish and Install Traffic Control Devices shall cover all work related to the furnishing, installation, maintenance, and movement of traffic protective devices on the project. The Contractor shall provide a sufficient number of signs and other warning devices as required by the nature of the work as determined by the Contractor or as directed by the City.

The Contractor shall keep all signs, barricades, and other protective devices in proper position, clean, and legible at all times. Care shall be taken so that weeds, shrubbery, construction materials and equipment, and spoil are not allowed to obscure any sign, lights, or barricade. Signs that do not apply to existing conditions shall be removed or adjusted so that the legend is not visible to approaching traffic. All signs and markers shall indicate actual conditions existing and shall be moved, removed, or changed immediately, as conditions require. When construction is not in progress, all unnecessary signs will be adequately covered.

If, in the opinion of the City, if adequate traffic control or warning devices are not provided or maintained by the Contractor, the City may order the Contractor to cease work until adequate traffic control is provided. An extension of time will not be granted for delay caused by such an order to cease work.

## **CITY SPECIFICATIONS**

### **METHOD OF MEASUREMENT**

Furnish and Install Traffic Control Devices will be measured on a "Per Lump Sum" basis in accordance with the Plans and/or as directed by the Engineer. Police Traffic Control will be measured on a "Per Hour" basis by the number of Police Detail hours actually served by an officer on duty, with a four hour minimum per detail per day in accordance with the Plans and/or as directed by the Engineer.

### **BASIS OF PAYMENT**

Furnish and Install Traffic Control Devices shall be paid for at the respective contract unit price "Per Lump Sum" as listed in the Proposal. Interim payments shall be based on the percentage of the contract completed. If, after notice by the City, signage is determined to be inadequate, the City may withhold payment on this item until it is addressed satisfactorily by the Contractor. The prices so-stated constitute full and complete compensation for all labor, materials, and equipment associated with (but not limited to) furnishing, erecting, maintaining, washing, movement, adjustment, repair, relocation, storing of all temporary construction signs, sign mountings, portable barricades, traffic cones, delineators, and all other warning devices, clean-up, legal disposal of all materials, and all other incidentals required to finish the work, complete and accepted by the Engineer. Any damage due to carelessness shall be the Contractor's responsibility. The cost for providing Police Traffic Control Devices shall not be included under Furnish and Install Traffic Control Devices. Police Traffic Control shall be paid for at the contract unit price "Per Hour" as listed in the Proposal. The prices so-stated constitute full and complete compensation for providing the required police services during the Contractors' operations. All payments for Police Traffic Control shall be made by the City of Newport and not by the Contractor under this Contract.