

CITY OF PAWTUCKET

REQUEST FOR PROPOSALS



15-015

**Pawtucket Roadway Improvement
2015**

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1.0 - Bid/Solicitation Information

Schedule

Pre-Bid/Proposal Conference: No Yes

April 9nd, 2015 at 10 AM

Pawtucket Department of Public Works; 250 Armistice Boulevard; Pawtucket, RI 02860

Requests for Further Information:

No Later than April 16^h, 2015 at noon (12:00 PM)

Requests for information or clarification must be made electronically to the attention of:

Lance Hill, PE – Director of Public Works

E-mail: lhill@pawtucketri.com

Please reference the RFP / LOI number on all correspondence. Answers to questions received, if any, will be posted on the City of Pawtucket website as an addendum to this bid solicitation.

RFP Submission Deadline:

May 14th, 2015 at 11:00 AM

Late submittals will not be considered.

Proposals must be mailed or hand-delivered in a sealed envelope **marked with the RFP/Bid # and Project Name** to:

Pawtucket City Hall - Purchasing Office
137 Roosevelt Avenue
Pawtucket, RI 02860

Bonds/Surety Required

Surety Bond: No Yes

Bidder is required to provide a bid surety in the form of a bid bond or certified check payable to the City of Pawtucket in an amount not less than five percent (5%) of the bid price.

Fidelity Bond: No Yes

Performance Bond: No Yes **(For the amount of: Bid Price)**

The successful bidder will be required to furnish all insurance documentation as outlined in the attached Purchasing Rules & Regulations and General Terms & Conditions of Purchase.

Miscellaneous

The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all bids, and to act in its best interest including, but not limited to, directly negotiating with any vendor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for award.

2.0 - Instructions and Notifications to Bidders

- It is the vendor's responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder. The City of Pawtucket assumes no responsibility for these costs.
- A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated RFP deadline.
- Prior to the proposal deadline established for this RFP, changes may be made to a proposal already received by the City if that vendor makes a request to the Purchasing Agent, in writing, to do so. No changes to a proposal shall be made after the RFP deadline.
- Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
- The cost per square yard and completion date submitted will be considered to be firm and fixed unless otherwise indicated herein.
- The vendor has full responsibility to ensure that the proposal arrives at the Purchasing Division Office prior to the deadline set out herein. The City assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline may be returned, unopened, to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Purchasing Agent. **For the purposes of this requirement, the official time and date shall be that of the time clock in the City of Pawtucket's Purchasing Office.**
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- Bidders are advised that all materials submitted to the City of Pawtucket for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General

Laws, without exception, and may be released for inspection immediately upon request once an award has been made.

- Vendors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the vendor's obligations to the City.
- The City reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the City of Pawtucket upon delivery to the Purchasing Agent.
- There is no official, public opening of proposals. The City asks that companies refrain from requesting proposal information concerning other respondents until an intention to award is determined, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. Proposal materials become public information only after a contract is awarded.

3.0 - Overview

The City of Pawtucket, RI, through its Department of Public Works, has a Pavement Management Program which identified and ranked in priority repair order the various City roadways to be repaired and rehabilitated as part of the City's ongoing roadway infrastructure improvement program. Efforts began in August of 2014 and will resume in the Spring of 2015 concurrently with this contract.

It is the City's intent to hire an experienced roadway pavement contractor through this RFP process to construct further roadway improvements in 2015 (year 2) of an overall multi-year program.

The primary purpose of the project is to provide roadway reconstruction as specified herein, for a total of 200,000 sy . In addition, the bidder must stipulate the number of working days required for their firm to complete the total quantity specified, with a completion date no later than November 15th, 2015 at 3:00 PM. See Section 11 – Bid Form.

The winning bidder will be paid based on a quantity of work completed (i.e. a dollar value per square yard * square yards completed minus a 5% retainage). The retainage will be held by the City until all base work is successfully completed to the satisfaction of the City. Billing and Payment will be subject to the loan disbursement schedule provided by RI Clean Water Finance.

Bidders must demonstrate a strong knowledge of the roadway pavement construction utilizing the Rhode Island Department of Transportation (RIDOT) Standard Specifications for Road and Bridge Construction and demonstrate the ability to complete the committed work by the time specified within in the bid proposal. Bidders will be required to provide a minimum of four (4) references in the form of recent completed projects, these being of similar size and nature that will be used as part of the overall selection process for contract award.

For this project, the City does not anticipate providing any removal and/or resetting of existing curbing, nor does it propose to perform any sidewalk repair work under this

contract. The City anticipates providing sidewalk, curbing, and ADA improvements in a contract in the near future. Curbing and sidewalk work will be completed under a separate future contract.

Bidders are advised that this project will require prevailing wage rates, subject to review by the City and the State in accordance with all applicable laws.

4.0 - Scope of Work

Base Bid Description:

The base bid of the contract is described below, but shall generally include traffic control (ie. signage and flaggers ~ DPW will provide police details as needed), utility coordination, removal of existing pavement, cleaning of surface, replacement of new pavement, installation of pavement markings, and installation of loop detectors for all roadway segments within the "Work Area". The "Work Area" shall consist of those roadways determined by the City to be most in need of improvement. The City will coordinate with the winning Bidder as to specific roadway segments covered in the contract.

The Contractor's bid shall be for all Work to complete 200,000 sy of pavement reconstruction for the street segments compiled by the City. All Work to deliver completed roadway segments specified shall be considered incidental, unless additional services, as described below, have been authorized in writing by the City. The City reserves the right to reduce the delivery quantity should additional Work costs exceed the total bid proposal's dollar value. Work shall be completed within 150 days, prior to November 15th, 2015.

Additional Services Description:

Additional services shall be performed only at the direction of the City, and will be conveyed in writing only. No verbal orders will be authorized.

Specifications for Roadway Pavement Improvements:

A. General Requirements

1. Utility Coordination:

The Contractor shall use care when working in or within the vicinity of existing drainage structures and underground utilities. The Contractor shall check and verify the location of all existing utilities and service connections both underground and overhead in accordance with the "Dig Safe Program Law" enacted by Rhode Island Legislation Bill No. 79S-291, which became effective July 1, 1979 and was amended effective November 1, 2009. No excavation or roadway work shall be done until all involved utility companies and Dig Safe are notified 72 hours in advance. The Contractor should be aware that not all utility companies subscribe to the Dig Safe Program. It is the Contractor's responsibility to ensure that all utility companies have been notified and all utilities have been marked prior to commencing their work. Any damage to existing utilities marked in the field, or as a result of failing to contact the appropriate utility company, shall be repaired or replaced at no additional cost to the

City. The Contractor shall contact DigSafe (1-888-344-7233) prior to commencing with construction.

2. Sequence of Construction:

- a. Prior to the contract award, the Contractor and City will negotiate a detailed construction work sequence and time schedule for the completion of all specified work associated with this Contract and the requirements it contains as specified. Approval of the work sequence and time schedule is required before the start of any construction or other work associated with the contract. The proposed construction and time schedule must consider and address the safe vehicle and pedestrian passage through the project.
- b. The Contractor shall schedule pavement removal and placement such that no location within the limits of the project shall remain without the surface pavement course for longer than 7 calendar days, unless otherwise approved in writing by the City. Side streets must be paved with the main street to the proposed cut and match lines so there is no cold joint at the gutter line. Failure to perform the scheduled pavement placement within the 7 calendar day requirement will carry a daily charge of \$500.00 per day to be deducted from monies due the Contractor, unless waived by the City.
- c. The Contractor shall make every effort to prevent debris from falling into catch basins or any utility structure. Should any debris fall inside a structure, it shall be removed immediately by the Contractor.
- d. No portions of the shoulders or sidewalks are to be used for storage for construction equipment and/or material.
- e. The Contractor shall take adequate precautions to avoid unnecessary damage to pavements, utilities, or private properties. The Contractor shall promptly repair (in kind), at his own expense, any damage attributed to his work to such pavements, utilities, or private property to the satisfaction of the City.
- f. The Contractor shall provide for adequate protection of exposed utility structures to prevent vehicle damage or claims after completion of the micro milling work and maintain such protection in place until the final pavement work has been completed. The Contractor shall provide adequate signage on exposed roadways and shall paint the exposed edges of structures with a highly visible fluorescent color. The Contractor shall be responsible for all claims and/or damages resulting from exposed utility structures.
- g. In the event of an accident or other unforeseen incident within the work area which closes the roadway, the Contractor shall positively cooperate with local authorities by providing traffic control devices, personnel, equipment and material as required, both on and off site. The Contractor shall assist in whatever way possible to clear debris from the roadway and maintain traffic flow.
- h. The City will be responsible for restricting on-street parking in accordance with the Contractor's schedule.

- i. Contractor shall sweep streets, control dust, and leave streets in clean and operational condition at all times.
- j. All removed material, i.e. millings, excess pavement waste, etc., shall be legally disposed by the Contractor at his own expense.

3. Pavement Markings:

- a. Final epoxy resin pavement markings (or approved equal) shall be placed on the final pavement surface course no sooner than 14 calendar days but no later than 28 calendar days from the completion of the paving operation for each road.
- b. Prior to commencing the work, it will be the Contractor's responsibility to accurately record the locations of all the existing pavement markings, where applicable, including stop bars, edge lines, parking stalls, centerlines, arrows, dash markings, and other surface markings in order to replicate those markings onto newly finished surfaces. The Contractor shall make the necessary arrangement to enable him to re-establish these locations and new limits of pavement marking before any milling and overlay commences. Further, Contractor is advised that, on streets without existing markings, final pavement markings shall be minimally installed as per the details in Attachment 2.
- c. All epoxy resin pavement markings (or approved equal) are to be in accordance with Section T20 of the RIDOT Standard Specifications and shall conform to the requirements of the *Manual on Uniform Traffic Control Devices, 2009 Edition*, including all revisions.
- d. Payment for all epoxy resin pavement markings (or approved equal) shall be included as part of the total cost bid for the road repairs specified and considered to be incidental to the work.
- e. Final epoxy resin pavement markings (or approved equal) shall be placed on the final pavement surface course no sooner than 14 calendar days but no later than 28 calendar days from the completion of the paving operation for each road. Failure to perform the scheduled pavement markings within the timeframe specified will carry a daily charge of **\$500.00 per day** to be deducted from monies due the Contractor, unless waived by the City.

4. Traffic Control:

- a. In addition to the requirements of the *Manual on Uniform Traffic Control Devices, 2009* and the special requirements of other sections of this contract document, the Contractor is advised that the signs and other traffic control devices shown on the Temporary Traffic Control Plans in Attachment 3 are minimum requirements. It is the Contractor's responsibility to supplement the plans and specifications as necessary to ensure the public's safety. All Maintenance and Protection of Traffic Devices shall be in place and approved by the City prior to starting construction at a particular location.

- b. The contractor shall be responsible for maintaining appropriate construction related signing at all times. Any signs not appropriate for construction activity taking place at any given time shall be removed or covered to the satisfaction of the City, and reinstated at the end of Work on the street.
- c. It will be the responsibility of the City to retain and provide the services of the local police for traffic control and protection of this project. The Contractor shall provide flagpersons and signage as required for traffic control protection of this project. The Contractor shall give the City four working days' notice of anticipated lane closures (location and duration) in order for the City to determine if police details are required and to obtain their services. The Contractor should not include the cost of police details in their bid since these costs will be paid separately by the City.

5. Loop Detector Replacement:

All traffic signal loop detectors within the project limits that are removed by the pavement milling operations shall be replaced in-kind as part of the base bid. Prior to commencing milling of the intersection pavement, the Contractor shall coordinate with the City Traffic Engineer. These loop detectors shall be replaced in accordance with the RI DOT Standard Detail 19.6.0. Any loop detectors impaired by construction shall be replaced no later than 28 calendar days from the completion of the paving operation for each road. This project includes a 5,000 L.F. allowance for loop detectors, to be supplied by the contractor.

B. Technical Specifications:

Unless otherwise noted, Work to be performed shall be in accordance with the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, amended December 2010, with revisions (RIDOT Standard Specifications). Work shall include all materials, tools, labor, equipment, and all other incidentals required to finish all work, complete-in-place and accepted by the City. Payment for all Work shall be included in the roadway repair sections specified in the Pricing Proposal under Section 11 of this Request for Proposals.

1. **Micro Mill** shall be performed in accordance with Section 935 of the RIDOT Standard Specifications. 2" micro mill of existing pavement for roadways contained within the Work area is included in the lump sum base bid. Additional micro mill depth or extended project limits, as directed by the City, shall be measured for payment by the Square Yard (SY). In cases where there is minimal existing pavement and a 2" micro mill is not feasible, a reduction of the micro milling may be approved by the City.
2. **Furnish & Install Asphalt Emulsion Tack Coat** shall be performed in accordance with Section 403 of the RIDOT Standard Specifications. Asphalt Emulsion Tack Coat shall be applied on the micro milled surface, between asphalt layers and on exposed cross-sections of adjacent roadways. Asphalt Emulsion Tack Coat for roadways contained within the Work area is included in the lump sum base bid. Additional Asphalt Emulsion Tack Coat for work beyond the base bid project limits, as directed by the City, shall be measured for payment by the Square Yard (SY).

- 3. Furnish & Install Class I-1 Surface Course** shall be performed in accordance with Section 401 of the RIDOT Standard Specifications. Work under this item includes placement of epoxy resin pavement markings and cutting and matching asphalt at the paving limits. A thickness of 2" of Class I-1 surface course for roadways contained within the Work area is included in the lump sum base bid. Additional thickness of pavement, up to a 2-inch depth, or for extended project limits, as directed by the City, shall be measured for payment by the Square Yard (SY).
- 4. Furnish & Install Full Depth Pavement Patch** shall be performed at locations designated by the City. Work under this item shall include, but not be limited to, full depth sawcutting of the existing pavement, removal and disposal of the existing asphalt pavement to the gravel subbase, furnish, install, and trim and fine grade new gravel borrow subbase, and furnish and install Class I-1 surface course to the same depth of the adjacent pavement. This work shall be performed in accordance with Sections 201, 204, 302, 401, and 932 of the RIDOT Standard Specifications. Furnish & Install Full Depth Pavement shall be measured for payment by the Square Yard (SY). This work item is not included in the lump sum base bid and shall be performed at the direction of the City.
- 5. Furnish & Setup Temporary Traffic Control** shall be performed as shown on the contract details or as directed by the City. Work under this item shall include, but not be limited to, furnishing, placing, maintaining, and removal of traffic cones, barrels, pipe barricades, and temporary construction signage in accordance with Section 922, 923, and 937 of the RIDOT Standard Specifications for roadways contained within the Work area. Furnish & Setup Temporary Traffic Control for work beyond the lump sum base bid, as directed by the City, shall be measured for payment per Day.
- 6. Furnish & Install Traffic Signal Loop Detector** shall be performed as required to replace existing loop detectors affected by the paving operations, or as directed by the City. Work under this item shall include, but not be limited to, pavement sawcutting and furnishing and installing loop detector wiring to the signal controller in accordance with Section 933 and T13 of the RIDOT Standard Specifications for roadways contained within the Work area. The Contractor may be allowed to splice the loop detector wiring in an adjacent handhole with approval by the City Traffic Engineer. Furnish & Install Traffic Signal Loop Detector for work beyond the lump sum base bid, as directed by the City, shall be measured for payment by the linear foot (LF) installed.

5.0 - Insurance

The vendor shall maintain and keep in force such comprehensive general liability insurance as shall protect them from claims which may arise from operations under any contract entered into with the City of Pawtucket, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The City of Pawtucket shall be named as additional insured on the vendor's General Liability Policy.

The vendor shall maintain and keep in force such Workers' compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than \$500,000.

6.0 - Acknowledgement of Risk & Hold Harmless Agreement

In addition to the indemnity provisions in the City of Pawtucket's Terms and Conditions of Purchase and to the fullest extent permitted by law, the selected vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasors) agree to release, waive, discharge and covenant not to sue the City of Pawtucket, its officers, agents, servants or employees (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasors use of or presence in and/or on City of Pawtucket property. The Releasors agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasors in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorney's fees, that may incur due to Releasors use of or presence in and on City of Pawtucket property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasors use of or presence in and on City of Pawtucket property.

The Releasors acknowledge the risks that may be involved and hazards connected with use of or presence in and on City of Pawtucket property but elect to provide services under any contract with the City of Pawtucket with full knowledge of such risks. Releasors also acknowledge that any loss, damage, and/or injury sustained by Releasors is not covered by Releasees insurance. Releasors agree to become fully aware of any safety risks involved with the performance of services under any contract with the City of Pawtucket and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold harmless the City of Pawtucket shall not be limited by the insurance required under the City of Pawtucket Terms and Conditions of Purchase.

7.0 - Additional Insurance Requirements

In addition to the insurance provisions in the City of Pawtucket Terms and Conditions of Purchase, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the City of Pawtucket shall include the City of Pawtucket, its divisions, officers and employees as Additional Insureds but only with respect to the selected vendor's activities under the contract. The insurance required through a policy or endorsement shall include:

- A. a Waiver of Subrogation waiving any right to recovery the insurance company may have against the City of Pawtucket; and
- B. a provision that the selected vendor's insurance coverage shall be primary with respect to any insurance, self-insurance or self-retention maintained by the City of Pawtucket and that any insurance, self-insurance or self-retention maintained

by the City of Pawtucket shall be in excess of the selected vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the selected vendor or its insurer(s) to the City of Pawtucket's Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the City of Pawtucket.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the City of Pawtucket. The selected vendor shall pay for all deductibles, self insured retentions and/or self insurance included hereunder.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

8.0 - Proposal Content and Organization

Pricing must include all costs as specified in this solicitation. Pricing and the Specified Completion proposed by the Bidder for this proposal must be indicated on the Bid Form in Section 11.0.

All Bid Forms must be signed.

Vendors must include on the Bid Form a list of at least four (4) references with whom they have contracted to do similar work by including the company name, telephone number, contact person, and number of years they have served this customer. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Respondents must also include an overview of their company's experience including, but not limited to, the number of years the company has been providing these services, the size of the company (including the number of employees and locations), a description of work undertaken that is similar to what is being requested in this RFP, and, if applicable, certifications that show a knowledge of equipment that would be serviced or provided under this contract.

If any subcontractors are to be used in the performance of any work contracted for under this RFP, please list their name(s), contractor license #, address and phone number, and specific description of the subcontract work to be performed.

Four (4) copies of your proposal, one (1) original and three (3) copies, must be submitted at the time of submission. Proposals must be in the following format:

Bid Form

Company overview

 Length of time your firm has been in business

 Length of time at current address

All licensing (List types and business license number(s)), certification and permits as required in the Scope of Work

Please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this proposal. If not addressed specifically, the City of Pawtucket assumes that the vendor will adhere to all terms and conditions listed in this RFP.

Submission of a proposal is acknowledgement and acceptance of the City of Pawtucket's Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

9.0 - Evaluation Criteria

The evaluation of submissions will be conducted in a time frame convenient to the City.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all submissions, and to otherwise act in its best interest including, but not limited to, directly negotiating with any Supplier who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Further, the City reserves the right to waive irregularities it may deem minor in its consideration of submissions.

Submissions found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may elect to require presentations(s) by vendors in consideration for award.

In the event that the City requires further information and/or a demonstration of any equipment or process offered in any proposal, all vendors asked for same will do so at no cost to the City.

The City intends to award this contract to the qualified bidder that bids the lowest cost to reconstruct 200,000 sy of roadway as specified herein. . In the event that two vendors are both qualified, submit an equal cost bid to complete the work, and the resultant is a tie, the City intends to award this contract to the bidder that bids to complete the Work in the fewest amount of work days.

10.0 - Miscellaneous

Vendors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the City of Pawtucket against any claims arising from the violation of any such laws, ordinances and regulations, including but not limited to challenges as to the legality of any and all vendor installations.

The City is exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the City is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.

The City of Pawtucket reserves the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.

The City of Pawtucket reserves the right to renegotiate the terms of this contract with the Vendor for subsequent years provided the Vendor agrees to the contract terms for the renewal period.

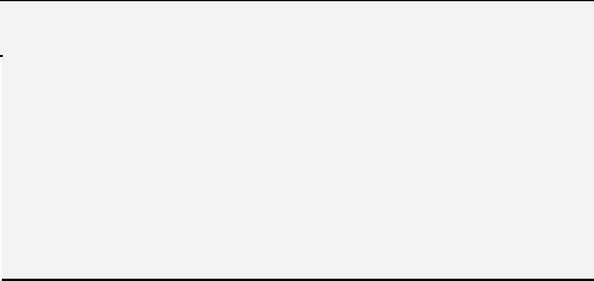
The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.

The City reserves the right to pay the selected Vendor via credit card at its sole discretion.

11.0 – Bid Form

**15-015
PAWTUCKET ROADWAY IMPROVEMENT
2015**

(Include Name, Address and Telephone No.)



Name and remittance address that will appear on invoices:

Physical address of business:

General Information

Is your firm a sole proprietorship doing business under a different name?
____ Yes ____ No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

Is your firm incorporated? ____ Yes ____ No

Will any of the work spelled out in this bid be outsourced? ____ Yes ____ No

If so, please explain below:

Have you or your firm been subject to suspension, debarment or criminal conviction by the City of Pawtucket, the State of Rhode Island, or any other jurisdiction?

Yes: _____ No: _____

Have the City of Pawtucket and/or the State of Rhode Island ever terminated contracts with your firm for cause?

Yes: _____ No: _____

Has your firm ever withdrawn from a contract with the City of Pawtucket and/or the State of Rhode Island during its performance?

Yes: _____ No: _____

Have you or your firm been involved in litigation against the City of Pawtucket and/or the State of Rhode Island.

Yes: _____ No: _____

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the City of Pawtucket and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

Is your company bonded? Yes ____ No ____

Please describe the nature and extent of all insurance coverage:

Addenda

The following Addenda have been received. The noted modifications to the Bidding Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

References

Please list at least four (4) companies' with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website/e-mail address should be included if available. Also please include the contract amount and the size/nature of the work performed by your company.

Reference #1

Company/Municipality Name: _____

Contact Person: _____ Telephone #: _____

Website / E-mail Address: _____

Contract Dates: _____ To _____

Contract Amount (\$): _____

Nature and Size of Contract Work: _____

Reference # 2

Company/Municipality Name: _____

Contact Person: _____ Telephone #: _____

Website / E-mail Address: _____

Contract Dates: _____ To _____

Contract Amount (\$): _____

Nature and Size of Contract Work: _____

Reference # 3

Company/Municipality Name: _____

Contact Person: _____ Telephone #: _____

Website / E-mail Address: _____

Contract Dates: _____ To _____

Contract Amount (\$): _____

Nature and Size of Contract Work: _____

Reference # 4

Company/Municipality Name: _____

Contact Person: _____ Telephone #: _____

Website / E-mail Address: _____

Contract Dates: _____ To _____

Contract Amount (\$): _____

Nature and Size of Contract Work: _____

Pricing Proposal**15-015****BASE BID PROPOSAL**

Having examined RFP # 15-015, we propose to enter into a contract to complete 200,000 sy of roadway reconstruction as specified herein for a lump sum amount of \$ \$_____.

We propose to complete this work within _____ working days, (but *no later than* _____).

ADDITIONAL SERVICES UNIT PRICE PROPOSAL

The Bidder is requested to provide the unit prices for other items of work listed below that may be required beyond those specified as part of the lump sum base bid or as additional roadway related work items that may be added to the project as directed by the City:

	Unit Price
Additional Roadway Pavement Items	
1a. Micro Mill to a depth of 2-inches (SY)	\$
1b. Micro Mill to a depth of 4-inches (SY)	\$
2. Furnish & Install Asphalt Emulsion Tack Coat (SY)	\$
3. Furnish & Install 2" Class I-1 Surface Course (SY)	\$
4. Furnish & Install Full Depth Pavement Patch (SY)	\$
5. Furnish & Setup Temporary Traffic Control (Day)	\$
6. Furnish & Install Traffic Signal Loop Detector (LF)	\$
7. Double Yellow Epoxy Paint Marking (LF)	\$
8. 4" White Epoxy Paint Marking (LF)	\$
9. 12" White Epoxy Stop Bar Marking (LF)	

Bid Form Signature

(Bidder Name – Please Print)

By: _____
(Signature)

Title: _____

***** **BID FORM MUST BE SIGNED** *****

Appendix A

ANTI-KICKBACK ACKNOWLEDGMENT

ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

 SIGNATURE OF OFFEROR

 DATE

 TITLE

 COMPANY

Title of RFP:

Appendix B

CITY OF PAWTUCKET GENERAL TERMS AND CONDITIONS OF PURCHASE

Preamble

The City of Pawtucket's Purchasing Office may, from time to time, make amendments to the General Terms and Conditions when the City of Pawtucket's Purchasing Agent determines that such amendments are in the best interest of the City of Pawtucket. Amendments shall be made available for public inspection at the Purchasing Office located in Pawtucket City Hall but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting them.

CITY OF PAWTUCKET'S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE

All City of Pawtucket purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the City of Pawtucket purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, the Pawtucket City Charter, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. GENERAL

All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the City of Pawtucket, or with whom a contract is executed by the City of Pawtucket's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. ENTIRE AGREEMENT

The City of Pawtucket's Purchase Order, or other City of Pawtucket contract endorsed by the City of Pawtucket Purchasing Office, shall constitute the entire and exclusive agreement between the City of Pawtucket and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

All communication between the City of Pawtucket and any contractor pertaining to any award or contract shall be accomplished in writing.

- a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the City of Pawtucket Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City of Pawtucket. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the City of Pawtucket on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the City of Pawtucket to the contractors.
- b. No alterations or variations of the terms of the contract shall be valid or binding upon the City of Pawtucket unless submitted in writing and accepted by the City of Pawtucket Purchasing Agent. All orders and changes thereof must emanate from the City of Pawtucket Purchasing Office: no oral agreement or arrangement made by a contractor with a department or employee will be considered to be binding on the City of Pawtucket Purchasing Agent, and may be disregarded.
- c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless:

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
2. extended upon written authorization of the City of Pawtucket Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the City of Pawtucket in accordance with other provisions stated herein.
 - d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the City of Pawtucket Purchasing Agent.
 - e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the City of Pawtucket Purchasing Office, and expressly accepted.
 - f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the City of Pawtucket, and agrees that later discovery by the City of Pawtucket Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. SUBCONTRACTS

No subcontracts or collateral agreements shall be permitted, except with the City of Pawtucket's express written consent. Upon request, contractors must submit to the City of Pawtucket Purchasing Office a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. RELATIONSHIP OF PARTIES

The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the City of Pawtucket, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the City of Pawtucket and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. COSTS OF PREPARATION

All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The City of Pawtucket will not reimburse any offeror for such costs.

6. SPECIFIED QUANTITY REQUIREMENT

Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

- a. The City of Pawtucket reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.
- b. The City of Pawtucket shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the City of Pawtucket will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

- c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the City of Pawtucket, where determined by the City of Pawtucket Purchasing Agent to be in the City of Pawtucket's best interest.

7. **TERM AND RENEWAL**

Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the City of Pawtucket's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the City of Pawtucket's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the City of Pawtucket's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the City of Pawtucket's intent not to renew is served.

8. **DELIVERY/COMPLETION**

Delivery must be made as ordered and/or projects completed in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. If the project completion date is not specified in the proposal, the date shall be determined by the City of Pawtucket Purchasing Agent. The decision of the City of Pawtucket Purchasing Agent, as to reasonable compliance with the delivery terms, and date of completion shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. **FOREIGN CORPORATIONS**

In accordance with Title 7 Chapter 1.1 ("Business Corporations") of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. **PRICING**

All pricing offered or extended to the City of Pawtucket is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the City of Pawtucket, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. **COLLUSION**

Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES**

Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the City of Pawtucket for the purpose of obtaining any contract or award issued by the City of Pawtucket. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the City of Pawtucket, except as shall have been expressly communicated to the City of Pawtucket Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the City of Pawtucket of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. **AWARDS**

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the City of Pawtucket Purchasing Agent.

- a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the City of Pawtucket. The City of Pawtucket reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.
- b. The City of Pawtucket reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the City of Pawtucket may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the City of Pawtucket to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.
- c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the City of Pawtucket may, at the option of the City of Pawtucket, be
 1. rejected as being non-responsive, or
 2. set aside in favor of the City of Pawtucket's terms and conditions (with the consent of the bidder), or
 3. accepted, where the City of Pawtucket Purchasing Agent determines that such acceptance best serves the interests of the City of Pawtucket.

Acceptance or rejection of alternate or counter-offers by the City of Pawtucket shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.
- d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
- e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
- f. The City of Pawtucket Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.
- g. The City of Pawtucket Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the City of Pawtucket will be served by so doing.
- h. The City of Pawtucket Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the City of Pawtucket or State of Rhode Island, other things being equal.
- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The City of Pawtucket Purchasing Agent reserves the right to act in the City of Pawtucket's best interests regarding awards caused by clerical errors by the City of Pawtucket Purchasing Office.

14. SUSPENSION AND DEBARMENT

The City of Pawtucket Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

- a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or

directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).

- b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
- c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the City of Pawtucket to a vendor or contractor then under a ruling of suspension or debarment by the City of Pawtucket shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the City of Pawtucket's Purchasing Agent.

15. PUBLIC RECORDS

Contractors and bidders are advised that certain documents, correspondence, and other submissions to the City of Pawtucket's Purchasing Office may be voluntarily made public by the City of Pawtucket absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

16. PRODUCT EVALUATION

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The City of Pawtucket's Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

- a. Any objections to specifications must be filed by a bidder, in writing, with the City of Pawtucket's Purchasing Agent at least 96 hours before the time of bid opening to enable the City of Pawtucket's Purchasing Office to properly investigate the objections.
- b. All standards are minimum standards except as otherwise provided for in the Request or Contract.
- c. Samples must be submitted to the City of Pawtucket's Purchasing Office in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.
- d. All samples submitted are subject to test by any laboratory the City of Pawtucket's Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE

All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the City of Pawtucket. The City of Pawtucket reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the City of Pawtucket's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- a. Failure by the City of Pawtucket to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the City of Pawtucket's right to subsequently reject the goods in question.
- b. Formal or informal acceptance by the City of Pawtucket of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- c. Where the contractor fails to promptly cure the defect or replace the goods, the City of Pawtucket reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

- d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the City of Pawtucket within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the City of Pawtucket shall have the right to dispose of them as its own property.
18. **PRODUCT WARRANTIES**
All product or service warranties normally offered by the contractor or bidder shall accrue to the City of Pawtucket's benefit, in addition to any special requirements which may be imposed by the City of Pawtucket. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the City of Pawtucket may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.
19. **PAYMENT**
Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.
- a. Payment terms other than the foregoing may be rejected as being nonresponsive.
 - b. No partial shipments, or partial completion will be accepted, unless provided for by the Request or Contract.
 - c. Where a question of quality is involved, or failure to complete a project by the specified due date, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the City of Pawtucket Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the City of Pawtucket from taking such discount.
 - d. Payments for used portion of inferior delivery or late delivery will be made by the City of Pawtucket on an adjusted price basis.
 - e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the City of Pawtucket Purchasing Office for approval.
20. **THIRD PARTY PAYMENTS**
The City of Pawtucket recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the City of Pawtucket's Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.
21. **SET-OFF AGAINST PAYMENTS**
Payments due the contractor may be subject to reduction equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.
22. **CLAIMS**
Any claim against a contractor may be deducted by the City of Pawtucket from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the City of Pawtucket the amount of such claim on demand. Submission of a voucher and payment, thereof, by the City of Pawtucket shall not preclude the City of Pawtucket's Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.
- a. The City of Pawtucket's Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the City of Pawtucket, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. **CERTIFICATION OF FUNDING**

The Director of Finance shall provide certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. **UNUSED BALANCES**

Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the City of Pawtucket's sole option.

25. **MINORITY BUSINESS ENTERPRISES**

Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the City of Pawtucket reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- a. the offer is fully responsive to the terms and conditions of the Request, and
- b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.

26. **PREVAILING WAGE REQUIREMENT**

In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

27. **EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION**

Contractors of the City of Pawtucket are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island.

Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. **DRUG-FREE WORKPLACE REQUIREMENT**

Contractors who do business with the City of Pawtucket and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. **TAXES**

The City of Pawtucket is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

30. **INSURANCE**

All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on City of Pawtucket premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

- a. Comprehensive General Liability Insurance
 - 1) Bodily Injury \$500,000 each occurrence/ \$1,000,000 annual aggregate
 - 2) Property Damage \$500,000 each occurrence /\$500,000 annual aggregate

- Independent Contractors
Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
Completed Operations
Personal Injury (with employee exclusion deleted)
- b. Automobile Liability Insurance
Combined Single Limit not less than \$150,000 each occurrence
Bodily Injury
Property Damage, and in addition non-owned and/or hired vehicles and equipment
- c. Workers' Compensation Insurance
As required by the General Laws of Rhode Island.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the City of Pawtucket as an additional insured, to the City of Pawtucket Purchasing Office, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

31. BID SURETY

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

32. PERFORMANCE AND LABOR AND PAYMENT BONDS

A performance bond and labor and payment bond of up to 100% of an award may be required by the City of Pawtucket's Purchasing Agent. Bonds must meet the following requirements:

- a. Corporation: The Bond must be signed by an official of the corporation above his/her official title and the corporate seal must be affixed over his/her signature.
- b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are " Doing Business As (name of firm)."
- c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
- d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

33. SUSPENSION, DEFAULT AND TERMINATION

a. Suspension of a Contract by the City of Pawtucket

The City of Pawtucket reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. The City of Pawtucket shall provide the contractor with written notice of the suspension order signed by the Purchasing Agent or his or her designee, which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the City of Pawtucket shall either:

1. cancel the suspension order;
2. extend the suspension order for a specified time period not to exceed thirty (30) days; or

3. terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the City of Pawtucket's Purchasing Agent. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the City of Pawtucket's Purchasing Agent within thirty (30) days after resuming work performance.

b. Termination of a Contract by the City of Pawtucket

1. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the City of Pawtucket, the City of Pawtucket may terminate the contract, in whole or in part, the termination of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The City of Pawtucket shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. If contractor consistently fails to deliver quantities or otherwise perform as specified, the City of Pawtucket's Purchasing Agent reserves the right to terminate the contract and contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety. In the event of a termination for default or nonperformance, in whole or in part, the City of Pawtucket may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the City of Pawtucket as a result of the contractor's default. The contractor, or its surety, agrees to promptly reimburse the City of Pawtucket for the excess costs, but shall have no claim to the difference should the replacement cost be less.

2. Termination Without Cause

The City of Pawtucket may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the City of Pawtucket an accounting of the work performed up to the date of termination. The City of Pawtucket may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

- a. contract prices for goods or services accepted under the contract;
- b. costs incurred in preparing to perform and performing the terminated portion of the contract; or
- c. any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

3. Contractor's Obligations in the Event of Termination

If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the City of Pawtucket in the manner and to the extent directed by the City of Pawtucket:

- a. all finished or unfinished material prepared by the contractor; and
- b. all material, if any, provided to the contractor by the City of Pawtucket.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, furniture, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records, keys, security badges, and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the City of Pawtucket for damages sustained because of any breach by the contractor. In such event, the City of Pawtucket may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the City of Pawtucket from the contractor has been determined by the City of Pawtucket Purchasing Agent. The City of Pawtucket may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The City of Pawtucket may direct the contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City of Pawtucket or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the City of Pawtucket Purchasing Agent or his designee. Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

34. INDEMNITY

The contractor guarantees:

- a. To save the City of Pawtucket, its agents and employees, harmless from any liability imposed upon the City of Pawtucket arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
- b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City of Pawtucket and of the State of Rhode Island.
- c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

35. CONTRACTOR'S OBLIGATIONS

In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

- a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;
- b. The contractor, its subcontractor(s) and their employees and/or agents, shall protect and preserve property in the contractor or subcontractor's possessions in which the City of Pawtucket has an interest, and any and all materials provided to the contractor or subcontractor by the City of Pawtucket;

- c. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;
- d. To store equipment, supplies, and material at the site only upon approval by the City of Pawtucket, and at his own risk;
- e. To perform all work so as to cause the least inconvenience to the City of Pawtucket, and with proper consideration for the rights of other contractors and workmen;
- f. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work;
- g. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any City of Pawtucket facility or site, and that they comply with such rules, including but not limited to security policies or practices and/or criminal background checks for any employees and/or subcontractors;
- h. The contractor shall ensure that its employees or agents are experienced and fully qualified to engage in the activities and services required under the contract;
- i. The contractor shall ensure that at all times while services are being performed under this contract at least one of its employees or agents on the premises has a good command of the English language and can effectively communicate with the City of Pawtucket and its staff;
- j. The contractor and contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal or state law and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity;
- k. The contractor shall secure and retain all employee-related insurance coverage for its employees and agents as required by law; and
- l. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the City of Pawtucket to a third party. Confidential information means:
 - (1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or
 - (2) any information about the City of Pawtucket gained during the performance of a contract that is not already lawfully in the public domain.

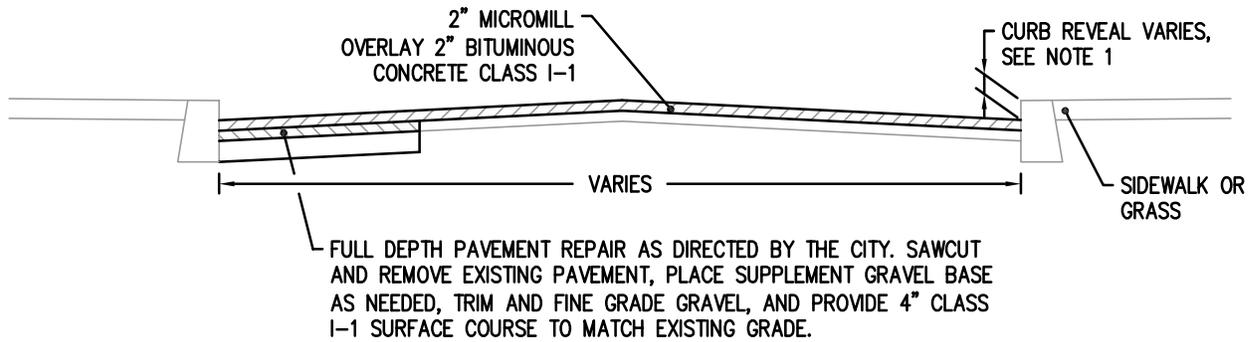
36. **FORCE MAJEURE**

All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

Attachment 1

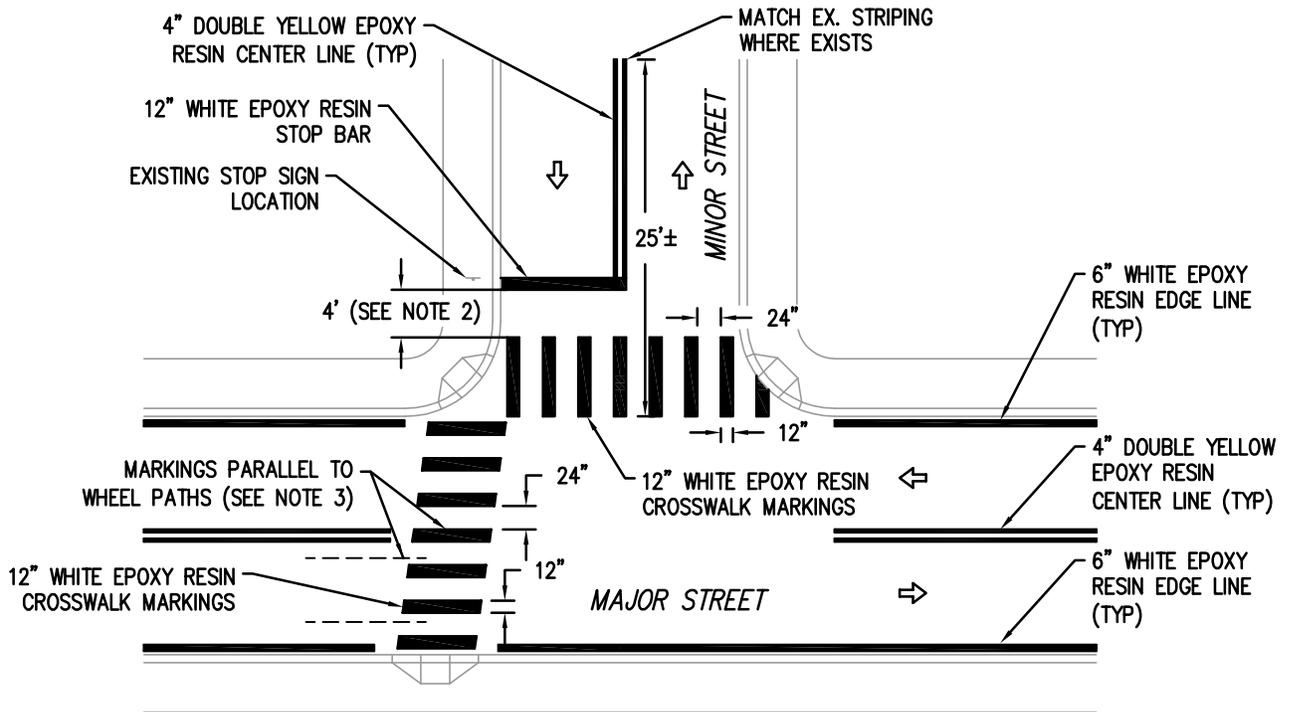
Detail Sheets

- **Typical Section**
 - **Typical Road Striping Details**
- **Typical Major Street Resurfacing Limits**
- **Typical Minor Street Resurfacing Limits**



TYPICAL SECTION

NOT TO SCALE

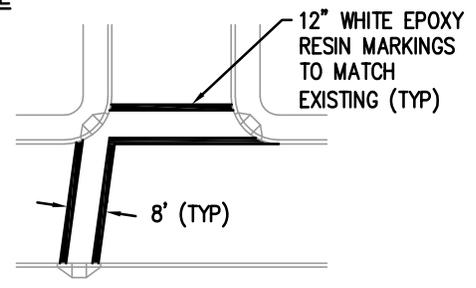


TYPICAL ROAD STRIPING DETAIL

NOT TO SCALE

NOTES:

1. IN AREAS WHERE THERE IS LITTLE TO NO CURB REVEAL THE CITY MAY DIRECT THE CONTRACTOR TO MICROMILL UP TO 4" DEPTH TO IMPROVE CURB REVEAL. THIS WORK IS TO BE PAID FOR UNDER ADDITIONAL ROADWAY PAVEMENT ITEMS.
2. DISTANCE VARIES TO MATCH EXISTING STOP SIGN LOCATION
3. PROPOSED STRIPING TO MATCH EXISTING STRIPING OR AS DIRECTED BY THE CITY. ALTERNATE CROSSWALK STRIPING MAY BE UTILIZED TO MATCH EXISTING.
4. CROSSWALKS ARE TO BE PLACED AT ALL INTERSECTIONS WHERE THERE IS A SIDEWALK ON EACH SIDE OF ROAD.



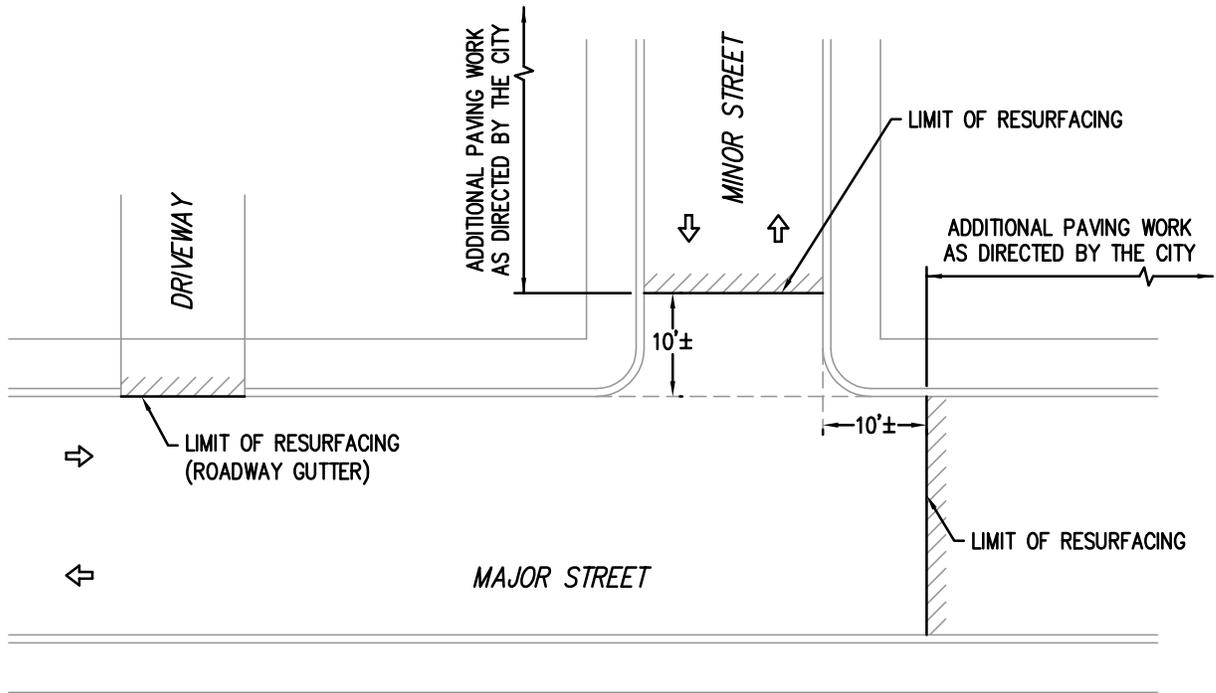
ALTERNATE CROSSWALK STRIPING

NOT TO SCALE



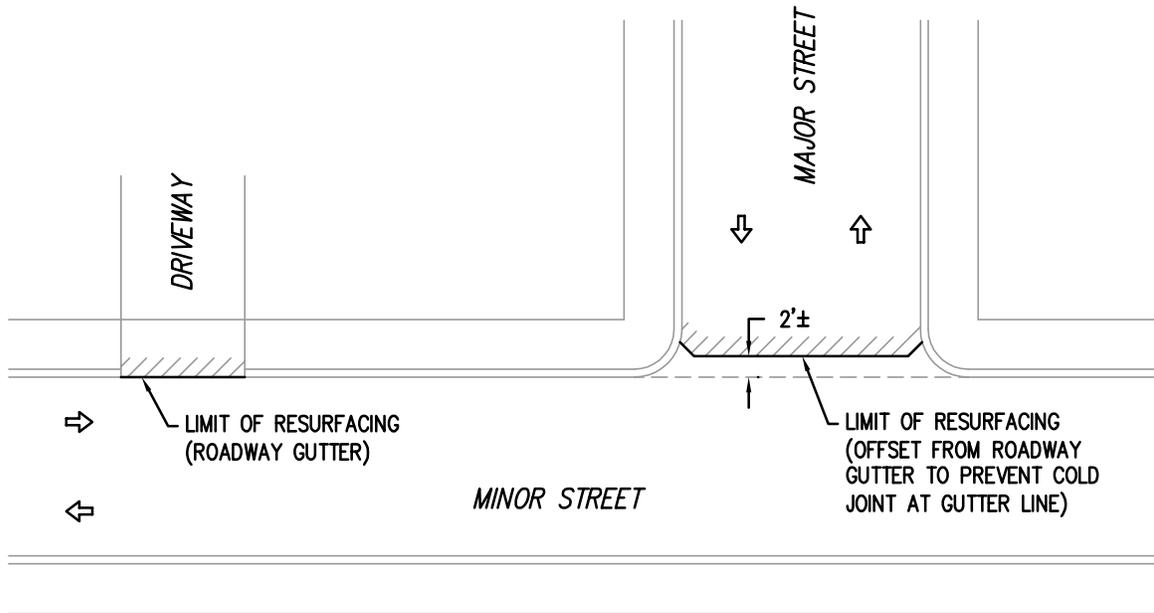
2015 Pawtucket Roadway Improvement

Construction Details 1



TYPICAL MAJOR STREET RESURFACING LIMITS

NOT TO SCALE



TYPICAL MINOR STREET RESURFACING LIMITS

NOT TO SCALE



2015 Pawtucket Roadway Improvement

Construction Details 2

Attachment 2

Temporary Traffic Control Plans

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

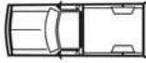
	Arrow board		Shadow vehicle
	Arrow board support or trailer (shown facing down)		Sign (shown facing left)
	Changeable message sign or support trailer		Surveyor
	Channelizing device		Temporary barrier
	Crash cushion		Temporary barrier with warning light
	Direction of temporary traffic detour		Traffic or pedestrian signal
	Direction of traffic		Truck-mounted attenuator
	Flagger		Type 3 barricade
	High-level warning device (Flag tree)		Warning light
	Longitudinal channelizing device		Work space
	Luminaire		Work vehicle
	Pavement markings that should be removed for a long-term project		

Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

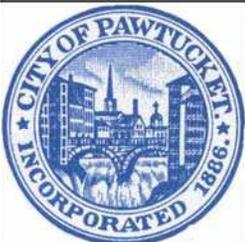
* Speed category to be determined by highway agency

** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph



2015 Pawtucket Roadway Improvement

Temporary Traffic Control Plan 1

**Notes for Figure 6H-10—Typical Application 10
Lane Closure on a Two-Lane Road Using Flaggers**

Option:

1. For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Chapter 6E).
2. The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
3. Flashing warning lights and/or flags may be used to call attention to the advance warning signs. A BE PREPARED TO STOP sign may be added to the sign series.

Guidance:

4. *The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.*

Standard:

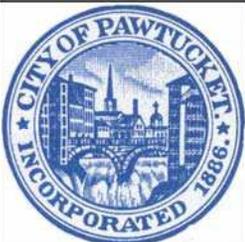
5. **At night, flagger stations shall be illuminated, except in emergencies.**

Guidance:

6. *When used, the BE PREPARED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.*
7. *When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the TTC zone should be extended so that the transition area precedes the grade crossing.*
8. *When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.*
9. *When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.*
10. *Early coordination with the railroad company or light rail transit agency should occur before work starts.*

Option:

11. A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.

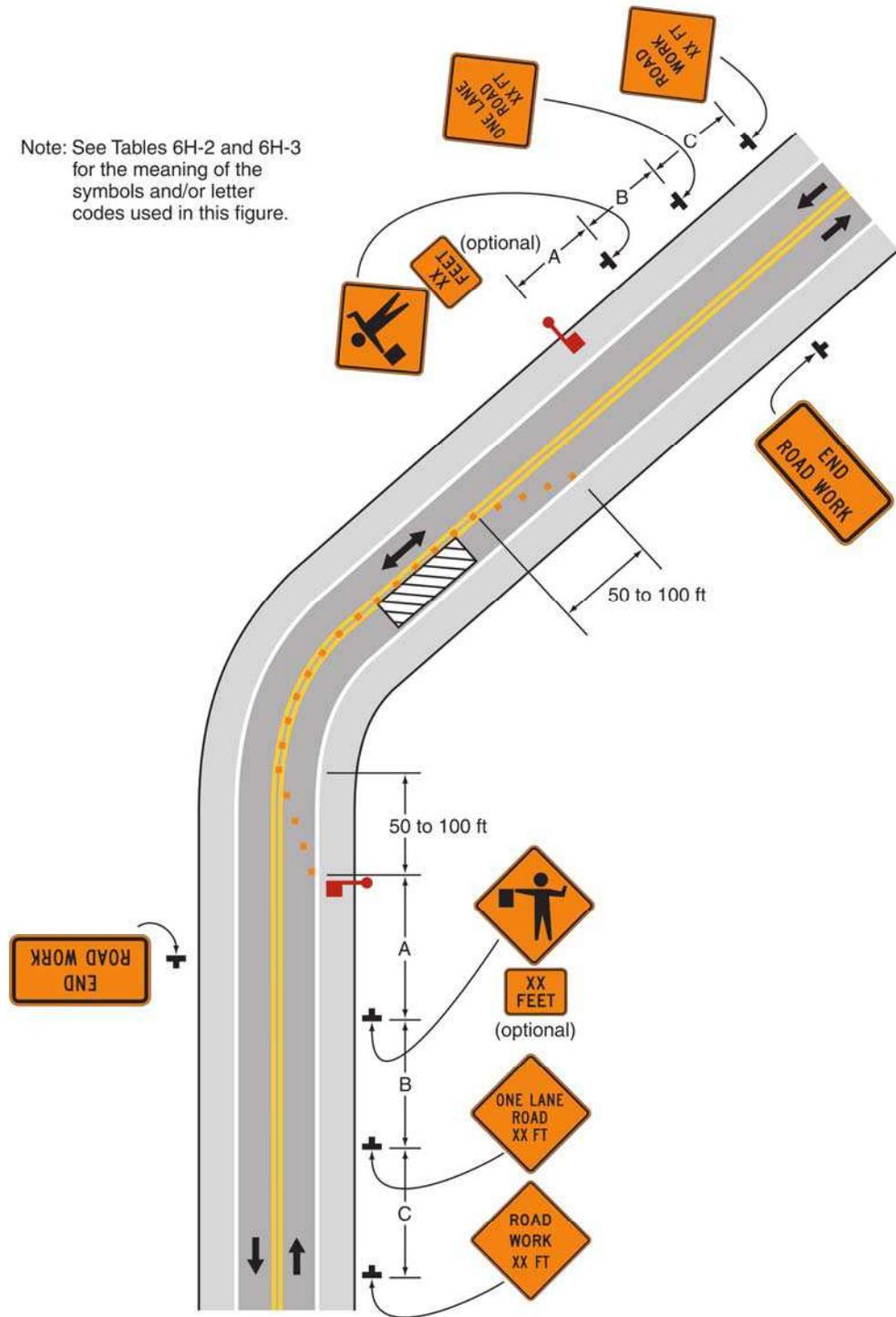


2015 Pawtucket Roadway Improvement

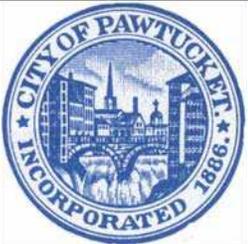
Temporary Traffic Control Plan 2

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.



Typical Application 10



2015 Pawtucket Roadway Improvement

Temporary Traffic Control Plan 3

**Notes for Figure 6H-20—Typical Application 20
Detour for a Closed Street**

Guidance:

1. *This plan should be used for streets without posted route numbers.*
2. *On multi-lane streets, Detour signs with an Advance Turn Arrow should be used in advance of a turn.*

Option:

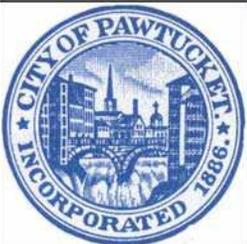
3. Flashing warning lights and/or flags may be used to call attention to the advance warning signs.
4. Flashing warning lights may be used on Type 3 Barricades.
5. Detour signs may be located on the far side of intersections. A Detour sign with an advance arrow may be used in advance of a turn.
6. A Street Name sign may be mounted with the Detour sign. The Street Name sign may be either white on green or black on orange.

Standard:

- 7. When used, the Street Name sign shall be placed above the Detour sign.**

Support:

8. See Figure 6H-9 for the information for detouring a numbered highway.



2015 Pawtucket Roadway Improvement

Temporary Traffic Control Plan 4

**Notes for Figure 6H-27—Typical Application 27
Closure at the Side of an Intersection**

Guidance:

1. *The situation depicted can be simplified by closing one or more of the intersection approaches. If this cannot be done, and/or when capacity is a problem, through vehicular traffic should be directed to other roads or streets.*
2. *Depending on road user conditions, flagger(s) or uniformed law enforcement officer(s) should be used to direct road users within the intersection.*

Standard:

3. **At night, flagger stations shall be illuminated, except in emergencies.**

Option:

4. Flashing warning lights and/or flags may be used to call attention to the advance warning signs.
5. For short-duration work operations, the channelizing devices may be eliminated if a vehicle displaying high-intensity rotating, flashing, oscillating, or strobe lights is positioned in the work space.
6. A BE PREPARED TO STOP sign may be added to the sign series.

Guidance:

7. *When used, the BE PREPARED TO STOP sign should be located before the Flagger symbol sign.*
8. *ONE LANE ROAD AHEAD signs should also be used to provide adequate advance warning.*

Support:

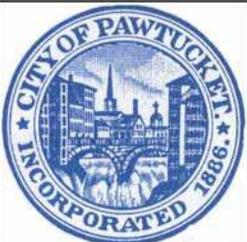
9. Turns can be prohibited as required by vehicular traffic conditions. Unless the streets are wide, it might be physically impossible to make certain turns, especially for large vehicles.

Option:

10. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

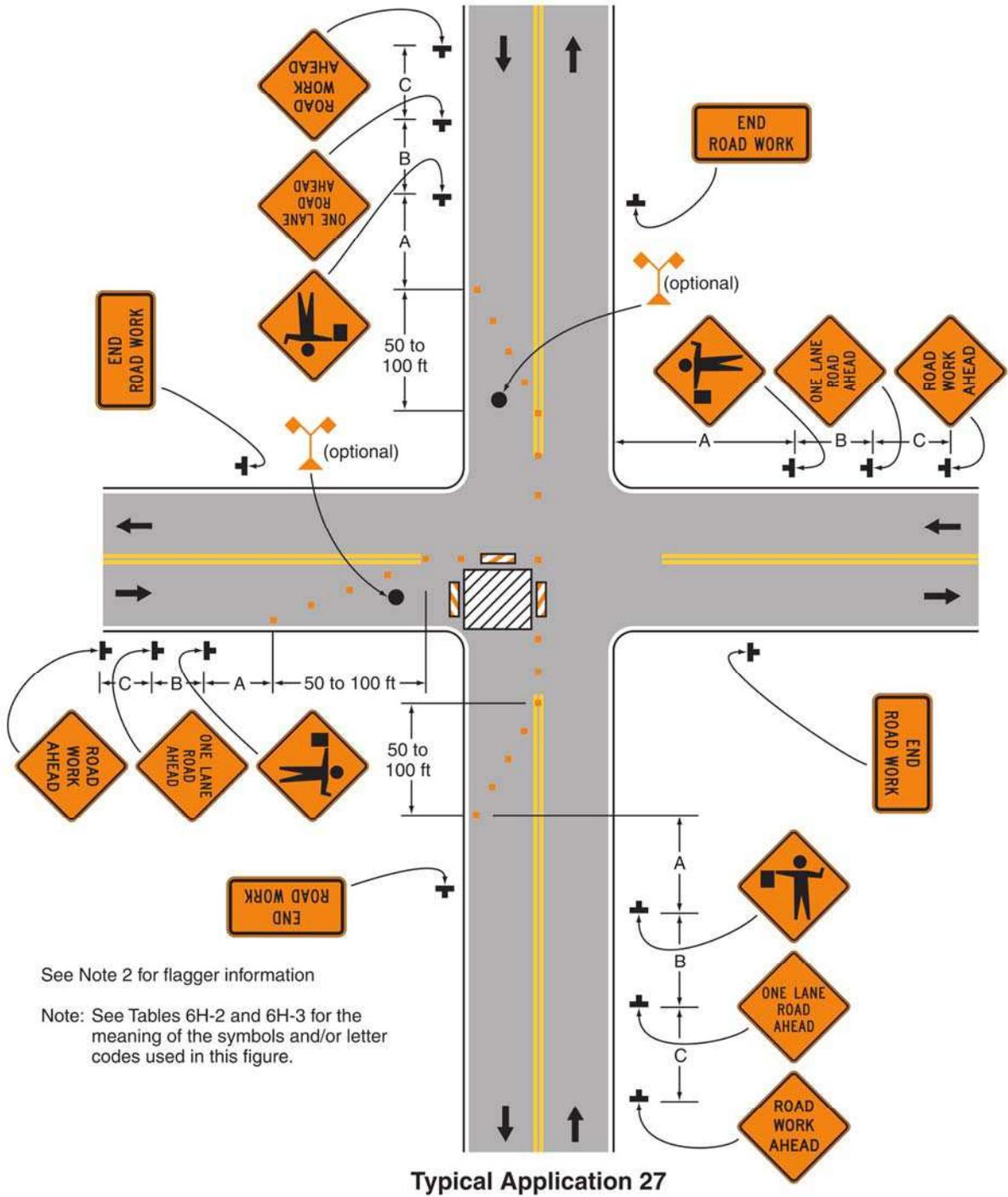
11. **Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.**



2015 Pawtucket Roadway Improvement

Temporary Traffic Control Plan 6

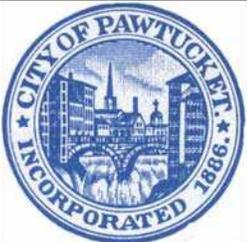
Figure 6H-27. Closure at the Side of an Intersection (TA-27)



See Note 2 for flagger information

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 27



2015 Pawtucket Roadway Improvement

Temporary Traffic Control Plan 7