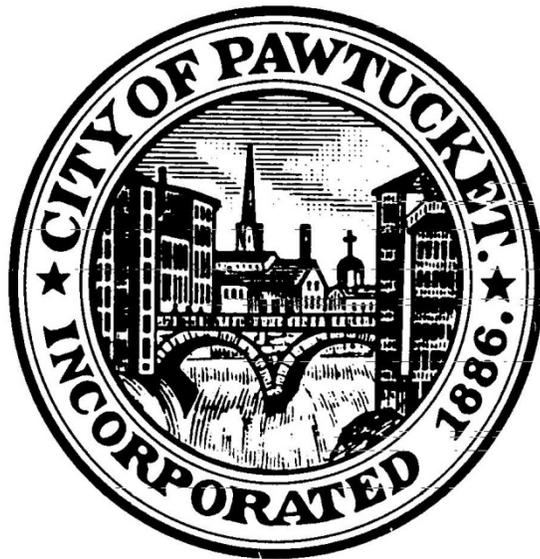


**CITY OF PAWTUCKET**  
**And**  
**PAWTUCKET WATER SUPPLY BOARD**  
**REQUEST FOR SEALED BIDS**



**BID No. 16-009**  
**Bituminous And Concrete Patching of Sidewalks**  
**and Roadways**

Contents:

- 1.0 Bid/Solicitation Information
- 2.0 Instructions and Notifications to Bidders
- 3.0 Overview
- 4.0 Scope of Work
- 5.0 Insurance
- 6.0 Acknowledgement of Risk and Hold Harmless Agreement
- 7.0 Additional Insurance Requirements
- 8.0 Proposal Content and Organization
- 9.0 Evaluation Criteria
- 10.0 Miscellaneous
- 11.0 Bid Form and Specifications
- Appendix A Anti-Kickback Acknowledgement
- Appendix B City of Pawtucket Purchasing Rules and Regulations and Terms and Conditions of Purchase

## 1.0 - Bid/Solicitation Information

### Schedule

Pre-Bid/Proposal Conference:  No  Yes

Date:

April 7, 2016 at 10:00 AM

Location:

Pawtucket Water Supply Board  
85 Branch St.  
Pawtucket, RI 02860  
Room: 2<sup>nd</sup> Floor Conference Room

Requests for Further Information Prior to:  
April 7, 2016

Requests for information or clarification must be made electronically to the attention of:  
David Clemente - Purchasing Agent  
E-mail: [dclemente@pawtucketri.com](mailto:dclemente@pawtucketri.com)

Please reference the Sealed Bid number on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation.

Sealed Bid Submission Deadline:  
April 14, 2016 at 3:00 PM

**Late submittals will not be considered.**

Publicly Opened on April 14, 2016 at 4:00 PM

Sealed Bids must be mailed or hand-delivered in a sealed envelope **marked with the Sealed 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 ten percent (10%) of the bid price.

Fidelity Bond:  No  Yes

Performance Bond and Labor and Material Bond:  No  Yes

The successful bidder will be required to furnish all insurance documentation as outlined in the specifications document.

## **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 Sealed Bid 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**

- The words “City of Pawtucket” when used, shall also mean the Pawtucket Water Supply Board (PWSB) acting through its Chairman.
- 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 Sealed Bid deadline.
- Prior to the proposal deadline established for this Sealed Bid, 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 Sealed Bid 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.
- All pricing 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 Sealed Bid 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 Sealed Bid 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 Sealed Bid shall become the property of the City of Pawtucket upon delivery to the Purchasing Agent.

### **3.0 - Overview**

The City of Pawtucket desires to seek sealed bids on behalf of the Pawtucket Water Supply Board (PWSB) for bituminous and concrete patching of sidewalks and roads in the Cities of Pawtucket, Central Falls and the Town of Cumberland, Rhode Island.

### **4.0 - Scope of Work**

Roadways and sidewalks will be excavated by PWSB personnel in the course of work related to installation, repair, maintenance, etc. of the PWSB water lines, hydrants, valves, services, and other appurtenances. Such excavations will be backfilled by the PWSB. The needed repairs to the pavement will be the responsibility of the contractor under these specifications.

### **5.0 - Insurance**

Refer to Section 11, titled "Bid Form and Specifications", Article 1.11, titled "PWSB Insurance Requirements".

### **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 attorneys 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 for this proposal must be indicated on the Bid Form in Section 11.0 and must be submitted in a separate, sealed envelope marked with the words "Pricing Proposal".

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 Sealed Bid, 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 Sealed Bid, please list their name(s), contractor license #, address and phone number, and specific description of the subcontract work to be performed.

Two (2) copies of your proposal, one (1) original and one (1) copy, must be submitted at the time of submission. Proposals must be comprised of the following:

- 10% Bid Bond
- Bid Form
- Anti-Kickback Acknowledgment

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 Sealed Bid.

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 proposals 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 proposals, 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 Sealed Bid 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 proposals.

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 elect to require presentations(s) by vendors in consideration for award.

Proposals will be evaluated in two (2) phases:

1. The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this Sealed Bid.
2. The second phase is an in-depth analysis and review based on award to the lowest qualified bidder.

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.

## **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 words "City of Pawtucket" when used, shall also mean the Pawtucket Water Supply Board (PWSB) acting through its Chairman.

All work under this Contract is subject to the prevailing wage rates of the State of Rhode Island and the Federal Davis Bacon requirement. Certified payrolls will be required to be submitted for all work under this contract.

## **11.0 – Bid Form and Specifications**

### **BITUMINOUS AND CONCRETE PATCHING OF SIDEWALKS AND ROADWAYS**

The Pawtucket Water Supply Board (PWSB) is soliciting bids for bituminous and concrete patching of sidewalks and roads in the City of Pawtucket, the Town of Cumberland and the City of Central Falls. Roadways and sidewalks will be excavated by PWSB personnel in the course of work related to installation, repair, maintenance, etc. of the PWSB water lines, valves, services, and other appurtenances. Such excavations will be backfilled by the PWSB. The needed repairs to the pavement will be the responsibility of the contractor under these specifications. A non-mandatory pre-bid conference will be held on April 7, 2016 as specified in Section 1. Bid/Solicitation Information.

The undersigned agrees to furnish all labor, materials, equipment, supplies, appurtenances, supervision and anything else required or necessary in order to complete the patching of the PWSB backfilled excavations of sidewalks and roads at locations within the Water Supply Board area of service, designated in accordance with the specifications. It is agreed that the prices stated in the bid will remain in force during the term of the contract.

**As part of their bid documents the undersigned MUST also provide the following to be eligible for consideration:**

1. Bid Proposal which includes the "QUALIFICATION OF BIDDERS" statement.
2. Completed "Anti-Kickback Acknowledgment" form.
3. 10% Bid Security

**BID PROPOSAL**

**TWO YEAR CONTRACT PERIOD**

(July 1, 2016 thru June 30, 2018)

**(All blanks on this form must be completed in ink or typewritten)**

Bidder acknowledges receipt of the following addendum: \_\_\_\_\_

**ITEM NO. 1: 2" TEMPORARY BITUMINOUS ROAD REPAIR** (flexible base). Existing backfilled trench excavation prepared by PWSB. Two (2) inches of bituminous Surface Course; Class I-1:

<u>ITEM</u>	<u>CATEGORY</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1A	1 to 20 S.Y.	300 S.Y.	\$ _____	\$ _____
1B	Over 20 S.Y.	200 S.Y.	\$ _____	\$ _____

**ITEM NO. 2: 4" PERMANENT BIT. ROAD REPAIR** (flexible base). Two (2) inches of bituminous Surface Course; Class I-1 and two (2) inches of bituminous Binder Course, for a total thickness of four (4) inches:

<u>ITEM</u>	<u>CATEGORY</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
2A	1 to 20 S.Y.	6,000 S.Y.	\$ _____	\$ _____
2B	Over 20 S.Y.	3,000 S.Y.	\$ _____	\$ _____

**ITEM NO. 3: 9" PERMANENT BIT. ROAD REPAIR** (flexible base). Two (2) inches of bituminous Surface Course; Class I-1 and seven (7) inches of bituminous Binder Course, for a total thickness of nine (9) inches:

<u>ITEM</u>	<u>CATEGORY</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
3A	1 to 20 S.Y.	2,000 S.Y.	\$ _____	\$ _____
3B	Over 20 S.Y.	1,000 S.Y.	\$ _____	\$ _____

**ITEM NO. 4: CONCRETE ROAD BASE REPAIR** (rigid conc. roadbase). Match existing thickness of bituminous Surface Course; Class I-1 and eight (8) inches of portland cement concrete roadbase per Standard Specifications and attached PWSB Std. No. 6.03:

<u>ITEM</u>	<u>CATEGORY</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
4A	1 to 20 S.Y.	100 S.Y.	\$ _____	\$ _____
4B	Over 20 S.Y.	50 S.Y.	\$ _____	\$ _____

**ITEM NO. 5: DRILL AND GROUT REINFORCING DOWELS** (rigid conc. roadbase). No. 5 rebar installed and grouted in 1.5 inch dia. drilled holes in conc. roadbase per Standard Specifications and attached PWSB Std. No. 6.03:

<u>ITEM</u>	<u>CATEGORY</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
5	No. 5 Dowels	100 ea.	\$ _____	\$ _____

**ITEM NO. 6: 4" PERMANENT BIT. SIDEWALK REPAIR** (flexible base). Two (2) inches of bituminous Surface Course; Class I-2 and two (2) inches of bituminous Binder Course, for a total thickness of four (4) inches:

<u>ITEM</u>	<u>CATEGORY</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
6A	1 to 10 S.Y.	1,000 S.Y.	\$ _____	\$ _____
6B	Over 10 S.Y.	200 S.Y.	\$ _____	\$ _____

**ITEM NO. 7 4" PORTLAND CEMENT CONCRETE SIDEWALK REPAIR** Portland cement concrete laid at a four (4) inch thickness.

<u>ITEM</u>	<u>CATEGORY</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
7A	1 to 10 S.Y.	2,700 S.Y.	\$ _____	\$ _____
7B	Over 10 S.Y.	700 S.Y.	\$ _____	\$ _____

**ITEM NO. 8 6" PORTLAND CEMENT CONCRETE DRIVEWAY REPAIR** Portland cement concrete laid at a six (6) inch thickness.

<u>ITEM</u>	<u>CATEGORY</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
8A	1 to 10 S.Y.	200 S.Y.	\$ _____	\$ _____
8B	Over 10 S.Y.	50 S.Y.	\$ _____	\$ _____

**ITEM NO. 9 CURBING** (Material Only).

<u>ITEM</u>	<u>CATEGORY</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
9A	precast concrete	48 ft.	\$ _____	\$ _____
9B	granite	48 ft.	\$ _____	\$ _____
9C	precast concrete 2-Ft return	2 ea.	\$ _____	\$ _____
9D	granite 2-Ft return	2 ea.	\$ _____	\$ _____

**ITEM NO. 10 RAISE AND RESET CONCRETE/GRANITE CURBING (By Request Only).**

<u>ITEM</u>	<u>CATEGORY</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
10	Lin. Feet curb	1000 ft.	\$ _____	\$ _____

**ITEM NO. 11: EXTRA MISCELLANEOUS WORK** (not included in above items)- The amount of compensation to be paid to the Contractor for any additional work required to be performed as requested by the PWSB on a case by case basis shall be paid in the following manner:

LABOR - Furnish and supply all labor including all insurance and fringe benefits which cost shall be paid to the Contractor plus an additional 15 percent for overhead and profit. No part of the salary or expenses of anyone connected with the Contractor's forces above the grade of foreman and having general supervision of the work shall be included for payment. No overtime shall be paid unless specifically approved by the PWSB.

EQUIPMENT - Furnish and supply all functional equipment, including mobilization/demobilization, insurance and fuel. This cost shall be paid to the Contractor plus and additional 15 percent for overhead and profit. If equipment is rented, copies of receipts must be turned in with monthly payment estimates for reimbursement.

MATERIAL - In the event that the contractor is required to furnish and install material and hardware necessary to effect repair, the PWSB shall reimburse the contractor for the cost of any materials plus 15 percent overhead and profit. Copies of receipts must be turned in with monthly payment estimates for reimbursement.

**ITEM NO. 11 EXTRA MISCELLANEOUS WORK (By Request Only).**

<u>ITEM</u>	<u>CATEGORY</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
11	EXTRA WORK ( <b>SEE NOTE 1</b> )	1 L. S.	<u>\$ 30,000.00</u>	<u>\$ 30,000.00</u>

**NOTE 1:** Use of this lump sum item is either not anticipated or no estimate of quantity can be made, but the item is included to establish a maximum budgeted dollar amount for extra work under this contract. This item is subject to deletion in part or in its' entirety where not required or necessary.

TOTAL BASE BID (include item 11) \$ \_\_\_\_\_

Total Bid Price in Words \_\_\_\_\_

Total Bid Price in Figures \_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number and Extension \_\_\_\_\_

NOTE: The price bid shall be written both in words and figures. In case of a discrepancy between writing and figures, the writing (words) will prevail. Unit price will prevail if there is a discrepancy between the unit price and extended price. The bidder understands that the Water Supply Board reserves the right to reject any or all bids and to award the contract in the best interests of the Water Supply Board.

QUALIFICATION OF BIDDERS

The PWSB may make such investigation as it deems necessary to determine the ability of the bidder to perform the work within the allotted contract duration and the bidder shall furnish to the PWSB all such information and data for this purpose as the PWSB may request. The PWSB reserves the right to reject any proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the PWSB that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein, or indicates that such bidder has previously failed to properly perform or complete on time any contract. Conditional bids will not be accepted.

**No bids will be considered from any individual, firm or corporation that has not had at least five (5) years of satisfactory experience in successfully completing a comparable sized sidewalk and roadway trench patch repair contract similar to the work proposed under this contract. Specifically work within city and state right-of-ways.**

Each Bidder shall complete the following Contractor's Qualification Statement on the form provided below:

**Contractor's Qualification Statement**

1. How many years has your organization been in business as a Contractor? \_\_\_\_\_

2. How many years has your organization been in business under its present name? \_\_\_\_\_

3. If a Corporation answer the following:

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President: \_\_\_\_\_

Vice-President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

4. If a Partnership, answer the following:

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

(General/Limited/Assoc.)

Name and address of all partners:

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

5. If other than a corporation or partnership, describe Organization and name Principals:

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

6. What percent of the work do you normally perform with your own forces? \_\_\_\_\_ List trades:

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

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why:

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

8. Has any Officer or Partner of your Organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? \_\_\_\_\_

If so, state circumstances:

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

9. List similar contracts your Organization has under contract on this date:

Project Name \_\_\_\_\_  
Owner/Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_  
Architect/Engineer \_\_\_\_\_ Phone No. \_\_\_\_\_  
Contract Amount \_\_\_\_\_ Date Awarded \_\_\_\_\_  
Date Completed \_\_\_\_\_ Percent With Own Forces \_\_\_\_\_

10. List similar contracts your Organization has completed in the last five years:

Project Name \_\_\_\_\_  
Owner/Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_  
Architect/Engineer \_\_\_\_\_ Phone No. \_\_\_\_\_  
Contract Amount \_\_\_\_\_ Date Awarded \_\_\_\_\_  
Date Completed \_\_\_\_\_ Percent With Own Forces \_\_\_\_\_

Project Name \_\_\_\_\_

Owner/Contact Person \_\_\_\_\_ Phone No. \_\_\_\_\_

Architect/Engineer \_\_\_\_\_ Phone No. \_\_\_\_\_

Contract Amount \_\_\_\_\_ Date Awarded \_\_\_\_\_

Date Completed \_\_\_\_\_ Percent With Own Forces \_\_\_\_\_

11. List of the plant and equipment available to properly and expeditiously perform the work (As part of their bid evaluation, the PWSB may request an on-site equipment inspection):

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

(include additional sheets if necessary)

12. List the construction experience of the principal individuals in your Organization:

Individual's Name \_\_\_\_\_

Construction Experience-years \_\_\_\_\_

Present Position and Years Experience \_\_\_\_\_

Dollar Volume Responsibility \_\_\_\_\_

Previous Position and Years Experience \_\_\_\_\_

-----

Individual's Name \_\_\_\_\_

Construction Experience-years \_\_\_\_\_

Present Position and Years Experience \_\_\_\_\_

Dollar Volume Responsibility \_\_\_\_\_

Previous Position and Years Experience \_\_\_\_\_

13. List states and categories in which your Organization is legally qualified to do business:

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

## Information for Bidders

### **1.0 GENERAL REQUIREMENTS**

**1.1** The work under these specifications includes the furnishing of all labor, equipment, application, materials and in performing all operations in connection with furnishing and installing all rigid (concrete) or flexible (bituminous) concrete work, complete and in place and accepted in accordance with these specifications. Prior to placing any material, the Contractor shall be responsible for raising and/or lowering and straightening of all curb and gate boxes, and resetting and/or replacing curbing in accordance with these specifications.

**1.2** Abbreviations, definitions, and references used herein are as follows:

PWSB - Pawtucket Water Supply Board, or its duly authorized representative.

Contractor shall be the individual, firm, or corporation contracting with the Pawtucket Water Supply Board for performance of prescribed work.

Standard Specification as referenced herein shall be the State of Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, latest revision at time of bid.

**1.3** All work shall be done in accordance with the Standard Specification, unless otherwise noted herein, as applicable.

#### **1.4 Bid Security**

(a) Each bid must be accompanied by cash, certified check or a BID BOND duly executed by the bidder as Principal and having as surety thereon an approved surety, in the amount of ten percent (10%) of the total amount of the Total Base Bid as a guarantee that in case a contract is awarded to him he will execute such contract. The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within five (5) days after he has received "Notice of Award" indicating the acceptance of his bid, shall forfeit to the PWSB, as liquidated damages for such failure or refusal, the security deposited with his bid.

(b) The surety on the bid bond must be a corporate surety licensed to sign surety bonds in the State of Rhode Island and also listed by the United States Treasury Department in its latest lists as a qualified surety acceptable to the United States Government. No bid bonds will be accepted if the amount of the bond is less than ten percent (10%) of the TOTAL BASE BID for the contract or if the amount of the bond exceeds the limit for which the United States Treasury Department has qualified the surety any one bond. Deposits accompanying bids shall be sealed in the bid envelope.

#### **1.5 Equal Bids**

When two or more bids are equal in all respects, award shall be made by lot which shall be witnessed by at least three persons and which may be attended by the bidders or their representatives.

#### **1.6 Right to Reject Proposals**

The PWSB reserves the right to reject any and all proposals, wholly or in part, to call for rebids or to accept the proposal or proposals which in its judgment will be for the best interests of the PWSB. Any proposals which contain any omissions, alterations of form, additions or alternates not called for, erasures or corrections which fail to conform to the regulations stated herein, may be disregarded and rejected as improper, except that the PWSB may waive any defects or irregularities. Any proposals which are submitted or received after the scheduled closing time for the receipt of proposals will be rejected. Proposals in which the prices obviously are unbalanced may be rejected.

## **1.7 Acceptance and Award of Contract**

Within 90 days after the opening of the bids, unless extended by mutual agreement of the PWSB and the bidder, the PWSB will accept one of the bids or will reject all bids. A contract will not be awarded to any corporation, firm or individual who is in arrears to the PWSB by debt or contract, or who is in default as security or otherwise by an obligation to the PWSB.

## **1.8 Wage Rates**

**All bidders must comply with the State of Rhode Island requirements as to conditions of employment to be observed and prevailing wage rates to be paid under the contract as on file in the Rhode Island Department of Labor, Office of the Director. All terms, conditions and provisions of Chapters 12 and 13 of Title 37, General Laws of Rhode Island, 1956, as amended, shall apply to all bidders, and the provisions of said Chapters 12 and 13 of Title 37, General Laws of Rhode Island, 1956, as amended, are incorporated herein by reference thereto.**

## **1.9 Requirements of Performance Bond**

(a) Upon the execution of the contract, the Contractor shall furnish a Performance Bond and a Labor and Material Bond, both issued simultaneously in the amount of at least equal to forty thousand dollars (\$ 40,000.00) as security for faithful performance of the contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract. The bonds shall be submitted utilizing "Industry Standard" type forms for such contract documents. Acceptable bond documents to be furnished by the Contractor shall be AIA Document A312 (latest revision) or EJCDC Documents C-160 and C-615 (latest revisions). The surety on the bonds must be a corporate surety and must meet the requirements stated under Bid Security hereof except that the amount of the bonds may exceed the limit for which the United States Treasury Department has qualified the Surety if the excess is reinsured with surety companies that are qualified on the United States Treasury Department list for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the Surety signing the bond must accompany the bond.

(b) If the Contractor is a partnership, the bonds should be signed by each of the individuals who are partners; if a corporation, the bonds should be signed in the correct corporation name by a duly authorized officer, agent or attorney-in-fact. There should be executed an appropriate number of counterparts of the bonds corresponding to the number of counterparts of the contract. Each executed bond should be accompanied by (1) appropriate acknowledgments of the respective parties; (2) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (3) a duly certified extract from by-laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued.

## **1.10 Power of Attorney**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **1.11 PWSB Insurance Requirements**

**General:** The Contractor shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds in adequate amounts to secure all of his obligations under the contract and with insurance companies licensed to write such insurance in the State of Rhode Island. The kinds and amounts of such insurance carried shall not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of kinds and minimum amounts of insurance coverage or the acceptance by the Pawtucket Water Supply Board (PWSB) of certificates indicating the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Pawtucket and the PWSB, their officers, directors, agents and employees from any and all claims for damages arising out of this contract, to either persons or property. All certificates of Insurance shall name the City of Pawtucket, Rhode Island, and the Pawtucket Water Supply Board as Additional Insured within their Commercial General Liability and Business Auto Liability coverage sections. The additional insured status shall be on a primary basis (with no right of contribution by any other coverage available to the additional insured's as stated above).

The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

(a) **Commercial General Liability (CGL)** with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

- (1) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project
- (2) CGL coverage shall be written on ISO Occurrence form CG 00 01(12 07) or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- (3) The City of Pawtucket Water Supply Board shall be included as additional insured on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 2010 (07 04) **AND** CG 20 37 (07 04) or CG2033 (07 04) **AND** CG2037 (07 04) or an endorsement providing equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Contractor. It shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured's as stated above.
- (4) The Contractor shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and the PWSB as an additional insured for at least 3 years after completion of the Work.

(b) **Automobile Liability**

- (1) Business Auto Liability with a combined single limit of at least \$1,000,000 each accident.
- (2) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- (3) Additional insured status shall apply as stated above in the "General" section.

(c) **Workers Compensation and Employers Liability**

- (1) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

Prior to signing the contract agreement, the Contractor must supply a certificate of insurance evidencing the above requirements. This certificate and the insurance policies required by this section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City of Pawtucket Water Supply Board. All insurance carriers must be an A.M. Best's "A" rated carrier or better with a financial size VII or better and licensed to do business in the State of Rhode Island. All the insurance specified in this contract shall be provided by the Contractor at no additional expense to the PWSB.

### **1.12 Waiver of Subrogation**

To the fullest extent permitted by law, Contractor waives all rights against The City of Pawtucket Water Supply Board and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

### **1.13 ERRORS, ADDENDA AND INTERPRETATIONS:**

- (a) If a bidder finds any omissions, discrepancies or errors in the Contract Documents or is in doubt as to the meaning of the Plans, Specifications or other Contract Documents, he should notify the Owner in writing who may correct, amend or clarify such documents by an interpretation or addendum. If such bidder fails to notify the Owner he will be held rigidly to the Owner's interpretation of the plans and specifications after the contract is executed.
- (b) No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Owner and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by registered mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes) not later than three (3) days prior to the date fixed for the opening of bids.
- (c) If the Owner shall deem any matter arising thereafter of such importance as to require correction, amendment or clarification, it may postpone the time for the opening of bids by notifying each prospective bidder of such postponement by telegraph or telephone and issue an additional addendum. Failure of any bidder to receive any addendum shall not relieve the bidder from any obligations under his bid if such addendum is actually sent to the bidder at the address furnished by him at the time he obtains copies of the Contract Documents. All addenda so issued shall become part of the Contract Documents.

### **1.14 NOTICE OF WARNING**

If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or refuse or fail to supply enough properly skilled workmen or proper materials, or refuse or fail to prosecute the work or any part thereof in accordance with the Contract Documents or fail or refuse to regard laws, ordinances, codes, instructions of the Owner, then the Owner shall forward by registered mail to the Contractor at the address given in the contract, a Notice of Warning and in the event the Contractor fails to comply with said Notice of Warning within five (5) days from receipt thereof, the Owner shall have the right to terminate the contract.

### **1.15 TERMINATION OF CONTRACT:** If,

- (a) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or
- (b) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connections therewith shall not be stayed on appeal within the said twenty (20) days, or
- (c) The Contractor shall abandon the work, or
- (d) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work after Notice of Warning from the Engineer, or
- (e) The Contractor shall refuse or fail, after Notice of Warning from the Engineer to supply enough properly skilled workmen or proper materials or proper workmanship, or shall unnecessarily or unreasonably delay the work, or
- (f) The Contractor shall refuse or fail after Notice of Warning from the Engineer to prosecute the work or any part thereof in accordance with the Contract Document, or
- (g) The Contractor shall fail or refuse after Notice of Warning from the Engineer to regard laws, ordinances or the instructions of the Owner or Engineer or otherwise be guilty of a substantial violation of any provision of the contract, then and in such event, the Owner without prejudice to any other rights or remedy, may with seven (7) days Notice to the Contractor terminate the employment of the Contractor and his right to proceed either as to the entire work, or at the option of the Owner as to any portion thereof as to which delay shall have occurred, and may take possession of the work and such materials and supplies as may be on the site of the

work and may complete the work by contract or otherwise, as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative, engineering and inspection services and any damages for delay) such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his Sureties shall be liable to the Owner for such excess.

#### **1.16 TAXES**

The Bidder's attention is called to the fact that certain taxes, including Federal, excise and/or Rhode Island Use Taxes are not applicable to Pawtucket Water Supply Board work. The Pawtucket Water Supply Board will execute exemption certificates for the materials and equipment used in the work.

#### **1.17 LAWS AND ORDINANCES**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, County, Municipal, or otherwise).

#### **1.18 ALL WORK SUBJECT TO CONTROL OF ENGINEER**

In the performance of the work, the Contractor shall abide by all orders, directions, and requirements, and shall perform all work to the satisfaction of the Chief Engineer of the Water Supply Board or his duly authorized representative, and at such time and places, by such methods, and in such manner and sequence as he may require. The Engineer shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret any plans, specifications, contract documents and any extra work orders, and shall decide all other questions in connection with the work.

#### **1.19 SUPERINTENDENCE BY CONTRACTOR**

The Contractor will employ at the site of the work, during the entire performance thereof a competent superintendent and any necessary assistants who shall be satisfactory to the Engineer, and who shall not be changed except with the consent of the Engineer, unless he shall cease to be in the employ of the Contractor. Such superintendent shall represent and have full authority to act for the Contractor in his absence, and all directions given such superintendents shall be as binding as if given to the Contractor.

IMPORTANT DIRECTIONS shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study the specifications and other instructions and shall at once report to the Engineer any error, inconsistency or omission which he may discover.

#### **1.20 ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of persons, including employees and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual "Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

#### **2.0 SPECIAL CONDITIONS**

2.1 The State of Rhode Island Department of Transportation shall be notified by the Contractor of permanent patch placement within the right of way on any State Maintained Road 48 hours prior to commencement of work.

2.2 The Town of Cumberland Department of Public Works shall be notified by the Contractor of permanent patch placement within the Town of Cumberland 48 hours prior to commencement of work.

### 3.0 MATERIALS

3.1 Bituminous Concrete - Bituminous plant mix pavements (Surface Course Type I-1, I-2 and Binder Course) shall conform to the requirements of Sec. M.03 of the Standard Specifications. The bituminous mixing plant shall be the type producing bituminous concrete for the approval of the State of Rhode Island as outlined and specified in the Standard Specifications, Paragraph 401.03.1, titled Bituminous Mixing Plant.

3.2 Portland Cement Concrete - All concrete shall conform to the Standard Specification, Paragraphs 905.02, 601.01.1, 601.02.1, and 601.03.1 for Portland Cement, unless otherwise modified herein. The concrete shall meet the requirements as specified in Table 1 of Section 601.01.1 of the Standard Specification for Sidewalks and Driveways class of concrete with 3/4" maximum coarse aggregate. Unless otherwise noted or approved, all cement used in the contract work shall be from the same mill, and all cement used in exposed work shall be of the same color. Handling of materials and mixing shall meet the requirements of the Standard Specification, Paragraphs 601.03.2 through 601.03.6 inclusive, unless otherwise modified herein. All cast-in-place concrete shall have a minimum ultimate compressive strength at 28 days of 3,000 psi, as determined in accordance with ASTM Designation C-39.

3.3 All concrete shall be mixed in a central mixing plant unless the PWSB specifically authorizes, in writing, job-mixed concrete. The PWSB or its agent shall have free access at all times to the batching and mixing plant for sampling of all materials and inspection of work performed for this project.

### 4.0 PREPARATION OF CUTOUT

4.1 General - The existing backfilled PWSB excavation shall be sawcut on all sides at no additional expense to the PWSB. Excess fill, temporary patch and other existing materials shall be removed to the PWSB specified depth of existing materials, leaving a solid gravel base. The Contractor shall replace this unsuitable material with processed gravel at no additional expense to the PWSB. The excavation shall be compacted with mechanical internal vibrating equipment in accordance with Paragraph 202.03.3 of the Standard Specification. Compaction shall be to the point where a minimum of or no settlement shall occur causing a depression in the repaired street/road; should such settlement occur within the guarantee period specified herein, the work shall be considered defective and the excavation shall be repaired by the Contractor to the PWSB's satisfaction at the Contractor's expense and at no additional expense to the PWSB.

4.2 Sawcutting - Where a newly constructed portland cement concrete sidewalk patch will abut an existing portland cement concrete sidewalk, the existing sidewalk shall be cut with a saw in an even line using the existing break lines when practical and shall penetrate the full depth of the sidewalk. Said saw shall conform to subsection 501.03.2c of the Standard Specifications.

4.3 Curb - Curbing removed or disturbed during the PWSB excavation shall be reset or replaced as part of this contract; existing curbing must be salvaged and used whenever possible and only curbing specifically requested by the PWSB shall be replaced unless prior authorization is requested and received by the Contractor from the PWSB; unauthorized work will not be paid for by the PWSB. Replacement curbing shall be of the same type and kind as that being replaced. All work associated with resetting and placing of curbing shall be done in accordance with Section 905 of the Standard Specification, exclusive of Paragraph 905.05. Measurement for resetting curbing shall be per linear foot. Measurement for new curbing shall be per linear foot.

4.4 Construction Joints - Premolded expansion joint filler 0.25 inches thick shall be installed in concrete construction joints where such material once existed and was rendered unusable by PWSB operations or as directed by the PWSB.

Construction joints shall be formed around all fire hydrants located within the area of any concrete patch. Premolded expansion joint filler 0.25 inches thick shall be installed in these joints. The expansion joints shall form a 2.5 foot square around the hydrants.

The joint filler shall conform to the Standard Specification, Section M02, Subsection M02.11.1 Prefomed Expansion Joint Filler. No separate payment will be made for furnishing and installing this item.

4.5 Water Appurtenances - PWSB road or curb valve boxes shall be raised or lowered to the final grade of the road or sidewalk prior to final placement of the paving material. The boxes shall be placed straight and perpendicular to the water main or service line so as to center the valve stem within the box. Box lids shall be cleaned thoroughly after pavement

placement. The Contractor shall own and/or have at his immediate disposal an instrument suitable for detecting and locating buried valve boxes.

## 5.0 PLACING OF MATERIAL

5.1 Bituminous Concrete - The existing asphalt edges shall be thoroughly cleaned and painted with an asphalt liquid before the new bituminous concrete is placed. Bituminous concrete shall be placed as outlined in the Standard Specification, Paragraph 402.03 titled "Construction Methods" and in accordance with the PWSB Standard, "Pavement Replacement Detail", at the end of this specification.

5.2 Portland Cement Concrete - Concrete shall be placed in accordance with the Standard Specification, paragraph 501.02, 601.03.4, 904.03.1, unless otherwise noted herein, and with the PWSB Standard, "Pavement Replacement Detail" and "RIDOT Concrete Roadbase Pavement Replacement Detail", at the end of this specification.

## 6.0 WEATHER LIMITATION

6.1 Bituminous Patch - Bituminous plant mix shall not be placed on any wet surface or when weather conditions otherwise prevent the proper handling or finishing of the bituminous mixtures.

6.2 Concrete Patch - Concrete shall not be placed when the ambient temperature is below 35° F. and falling, nor when the concrete, without special protection, is likely to be subjected to freezing temperatures before the expiration of the specified curing period. If necessary to place concrete under conditions of low temperature, placement shall be in a manner satisfactory to the PWSB. The temperature of the concrete when placed shall not be less than 50° F., and all methods and equipment for heating shall be satisfactory to the PWSB and in accordance with the Standard Specification. Materials shall be free from ice, snow, and frozen lumps before entering the mixer. Suitable covering and/or other satisfactory means shall be provided for maintaining the concrete at the temperatures and the lengths of time as specified herein under Section 7.0 "Curing" of these specifications. Salt, chemicals and other foreign material shall not be mixed with the concrete to prevent freezing. Any concrete damaged by freezing shall be removed and replaced by the Contractor at no additional expense to the PWSB.

## 7.0 CURING

Curing shall be accomplished by preventing loss of moisture, rapid temperature change and mechanical injury or injury from rain or flowing water for a period of at least 24 hours after placing. If cold weather occurs during this period concrete shall be maintained above 50° F, for at least 4 days and above freezing for 3 more days. All concrete shall be damp-cured in a suitable and satisfactory manner and curing shall be started as soon after placing and finishing as practicable.

## 8.0 PUBLIC PROTECTION

**No sidewalk cutout, under any circumstances, shall be left open (below grade) for more than two (2) calendar days or over weekends and/or holidays.** The cutout shall, when left open, require an acceptable warning device. Whenever a warning device is left in place during night time hours, a lighting device shall be displayed for motor and pedestrian safety. Barricades shall be of the type recognized within the Construction Industry and OSHA.

## 9.0 CLEAN UP

The work site shall be thoroughly cleaned of all excess materials, rubbish, and equipment after completion of work; all parts of the work shall be left in an acceptable condition.

## 10.0 PROGRESS OF WORK

10.1 No additional work other than that submitted by the PWSB will be done without prior approval.

10.2 The Contractor shall pursue this work on a continuous basis. Permanent patching shall be completed by the Contractor within 30 calendar days from the date the initial request is sent to the Contractor; after such period of time, if the work has not been completed (refer to Sections 1.12 & 1.13), maintenance (maintain to grade) of such excavations will

become the responsibility of the Contractor, at no additional cost to the PWSB. Seasonable weather conditions unfavorable to completing the work satisfactorily and preventing compliance will be the only justifiable grounds given consideration by PWSB for noncompliance with this contract.

10.3 Upon request, the Contractor shall furnish information as to the location of his crews.

## **11.0 BASIS OF PAYMENT**

11.1 Payment for road or sidewalk repair shall be at the unit price per square yard including, furnishing of all plant, labor, equipment, traffic control devices, appliances and materials, and in performing all operations and reporting in connection with furnishing, installing and construction of all portland cement and bituminous concrete work and appurtenance work complete and in place and accepted in accordance with these specifications. A minimum payment based on one square yard shall be paid for any patches less than one square yard in size.

11.2 All cost associated with the resetting of existing curbing or the installation of new curbing by PWSB request only, exclusive of curbing material, shall be included in the unit price for the item "Raise and Reset Concrete/Granite Curbing" as established in this contract.

11.3 Separate payment will not be made for sawcutting of PWSB backfilled excavations, but the cost thereof shall be included in the unit price bid for the respective permanent pavement repair items as established in this contract.

11.4 Payment for new curbing material will be based on the unit price as established in this contract.

11.5 Payments for bituminous/concrete patches shall be made according to the actual size of the cutouts in accordance with PWSB measurements. If a difference occurs in the measurements between the Contractor and the PWSB, the PWSB measurement shall prevail.

11.6 Bills shall be submitted on a regular basis not to exceed one per week and shall include the identification of the location by street and house number of each repair job, dates work was submitted and completed, and the actual size and yardage used as well as the unit price per square yard, and the total for each job, complete. Bills shall list each payment entry grouped by item number with a subtotal for that item. As part of the Contractor's request for payment, he must also include certified payroll sheets. Deviation from this procedure may cause delay in payments.

11.7 Retainage. Five percent (5%) of the total amount to be paid to the Contractor for each monthly bill will be retained by the PWSB. This retainage may be used by the PWSB to complete delinquent or unsatisfactory work or any other noncompliance with this contract.

After completion of fifty (50) percent of the value of the total contract, the PWSB may, if the quality of the work and the progress by the contractor is satisfactory in the PWSB's opinion, reduce the retained percentage to two point five percent (2.5%) of the contract.

Full retainage may only be returned after successful completion of the contract by the Contractor and with the written authorization of the Chief Engineer or his authorized agent.

## **12.0 GUARANTEE OF WORK**

12.1 Any concrete/bituminous patch which is not formed/placed to the details as shown on the drawing or in accordance with this specification, is out of alignment for any reason, not level, or shows a defective surface shall be considered as not conforming with the intent of these specifications and shall be removed and replaced by the Contractor at no additional expense to the PWSB.

12.2 The Contractor shall guarantee his work for one year after construction work is completed. This guarantee shall be considered as a part of the total contract, therefore, no extra compensation will be paid for defective work to be corrected.

12.3 The Chief Engineer or his authorized agent shall be the sole judge as to whether the work is defective and in need of correction.

### **13.0 LENGTH OF CONTRACT**

The services to be provided under this contract shall commence on **July 1, 2016 and shall extend until June 30, 2018**; all work submitted on or before this expiration date will be completed by the Contractor in accordance with all terms and conditions of this contract, even though completion will extend beyond the contract expiration date. This contract may upon mutual agreement of both parties be extended for not more than one additional year at the same terms and with no change in rates.

### **14.0 ESTIMATES**

Quantities as shown in the proposal are estimates only and may be raised or lowered as may be required by the PWSB to meet the needs of the PWSB.

### **15.0 POLICE PROTECTION**

Police officers shall be utilized whenever required by a city, town or state official or at the discretion of the PWSB to insure orderly traffic control.

For the services of uniformed police officers to direct traffic during construction activities, payment will be made directly to the respective police payroll departments by the PWSB. The contractor is responsible for all coordination with the respective police departments. The contractor is responsible at no cost to the PWSB for scheduling police officer details, verifying, signing, and collecting all daily receipts from the officers and submitting them on a daily basis to the Engineer for processing.

### **16.0 TRAFFIC CONTROL AND SAFETY EQUIPMENT**

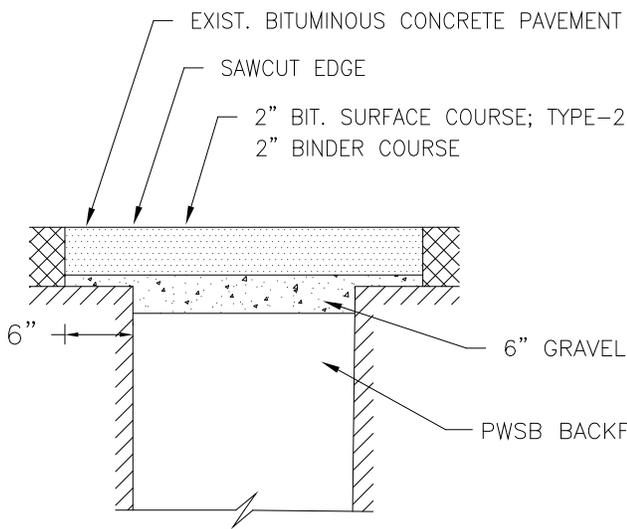
The Contractor shall be responsible for proper traffic control. This includes the furnishing, erecting, moving, re-erecting, maintaining, and removal of all signs, traffic cones, barricades, warning lights, steel plates and other devices necessary to adequately protect persons and property, and safeguard, maintain and direct vehicular and pedestrian traffic through the construction area.

All signs, traffic cones, barricades and necessary devices shall be of sufficient size and color so as to adequately inform the public of any possible traffic hazards and alternate routes, and shall conform to the details as outlined in "State of Rhode Island, Department of Transportation, Division of Public Works, Guide Signs and Construction Signs", and U. S. Department of Transportation, Federal Highway Administration, "Manual on Uniform Traffic Control Devices", latest revisions.

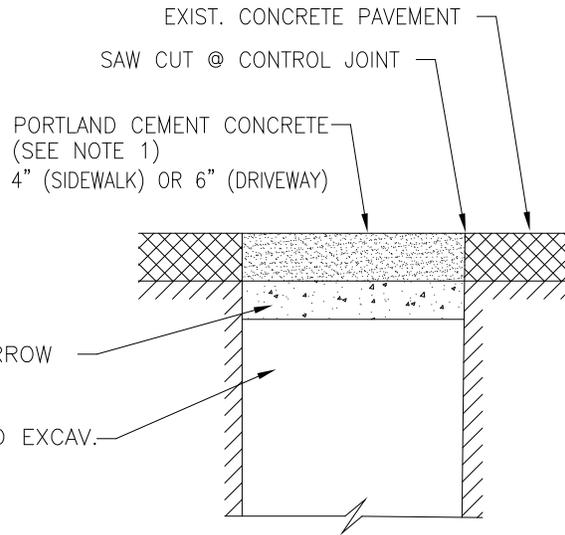
The Contractor shall keep all signs in proper position, clean and legible at all times. Care shall be taken so that construction materials or equipment, and spoil, are not allowed to obscure any sign, light or barricade. Signs that do not apply to existing conditions shall be removed or adjusted so that the legend is not visible to approaching traffic.

At no time shall the Contractor leave equipment or materials in the travel lanes or pedestrian walkways overnight without permission from the PWSB and without proper signs and lighted barricades.

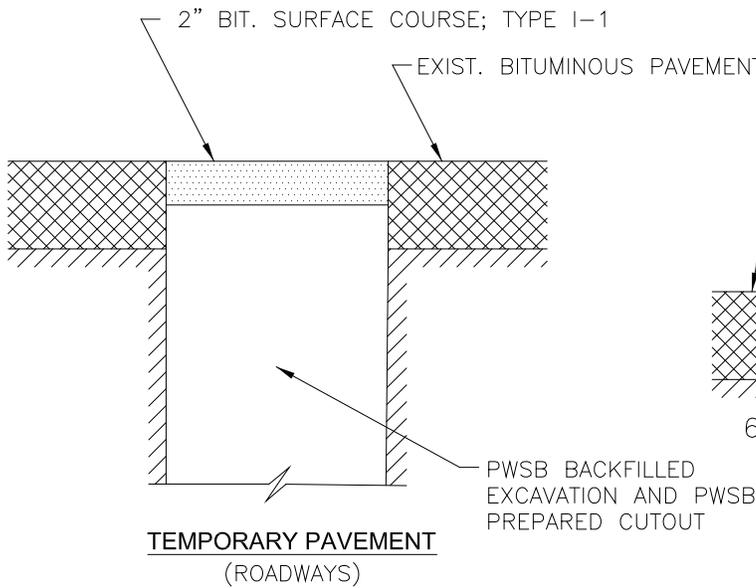
No separate payment will be made for furnishing and maintaining signs, traffic cones, barricades, warning lights, steel plates and other devices required and necessary to protect persons and property and to safeguard and maintain and direct vehicular and pedestrian traffic during the length of the work, but the cost thereof shall be deemed to be included in the prices bid for other items of the work.



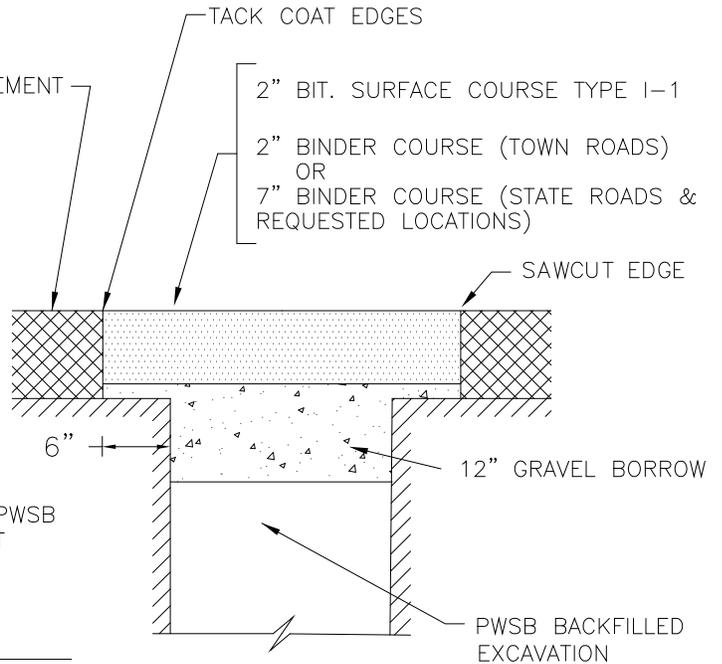
**PERMANENT PAVEMENT**  
(BIT. DRIVEWAYS & SIDEWALKS)



**PERMANENT PAVEMENT**  
(CONC. DRIVEWAYS & SIDEWALKS)



**TEMPORARY PAVEMENT**  
(ROADWAYS)



**PERMANENT PAVEMENT**  
(ROADWAYS)

**NOTES:**

1. THE CLASS OF CONCRETE TO BE USED SHALL BE IN ACCORDANCE WITH SECTION 601.01.1, TABLE 1 OF THE STATE STANDARD SPECIFICATIONS.
2. FOR TEMPORARY AND PERMANENT PATCHING IN STATE ROADS, THE CONTRACTOR SHALL MEET ALL REQUIREMENTS OF THE RIDOT.
3. THE CONTRACTOR IS REQUIRED TO OBTAIN AND MEET THE REQUIREMENTS OF ANY AND ALL PERMITS FROM THE STATE, CITY OR TOWN THAT THE WORK WILL BE PERFORMED IN.

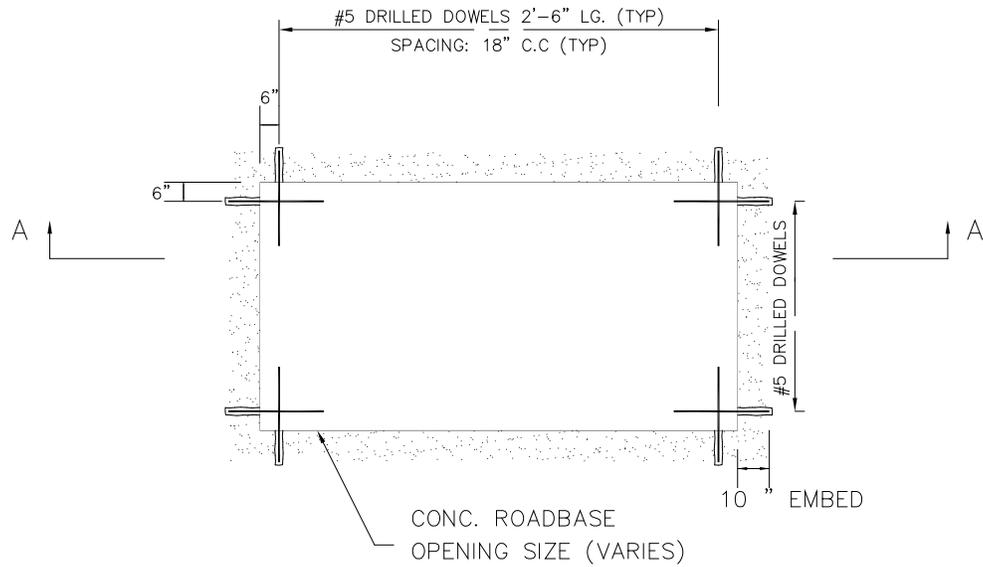


**PAWTUCKET WATER SUPPLY BOARD**

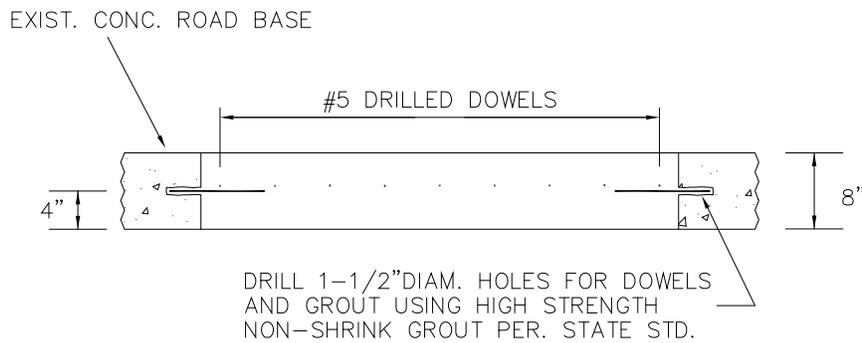
**ANNUAL PATCHING CONTRACT  
PAVEMENT REPLACEMENT**

REVISION DATE:  
MARCH 2013

NOT TO SCALE



CONC. ROADBASE REPAIR  
PLAN VIEW  
(NTS)



SECTION A-A  
(NTS)

- NOTES:
1. THE CLASS OF CONCRETE TO BE USED SHALL BE IN ACCORDANCE WITH SECTION 601.01.1, TABLE 1 TITLED "PORTLAND CEMENT CONCRETE" OF THE STATE STANDARD SPECIFICATIONS.
  2. MATCH EXISTING BITUMINOUS (CLASS I-1)
  3. ALL WORK TO MEET REQUIREMENTS OF THE STATE STANDARD SPECIFICATIONS.



PAWTUCKET WATER SUPPLY BOARD

RIDOT CONCRETE ROADBASE  
PAVEMENT REPLACEMENT

REVISION DATE:  
FEB. 2013

NOT TO SCALE

STD. NO.

**6.03**

**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 or Bid:

\_\_\_\_\_  
Bituminous and Concrete Patching of Sidewalks and Roadways

## 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. The words "City of Pawtucket" when used, shall also mean the Pawtucket Water Supply Board acting through its Chairman.

#### **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. 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 10% 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.