REQUEST FOR PROPOSALS

Item Description: PERMANENT ROAD AND SIDEWALK RESTORATION (Expires 12/31/25) WITH (2) 1-YEAR OPTIONS

Date to be opened: TUESDAY, OCTOBER 11, 2022

Issuing Department: PROVIDENCE WATER

QUESTIONS

• Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to Purchasing Agent Francis Gomez.
  o Phone: (401) 680-5264
  o Email: fgomez@providenceri.gov
    ▪ Please use the subject line “RFP Question”

• Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  o Phone: (401) 680-5766
  o Email: gdiaz@providenceri.gov
    ▪ Please use subject line “MBE WBE Forms”

• Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
  o Paul Sherry, Manager of Transmission & Distribution
  o paulsh@provwater.com

Pre-bid Conference

THERE IS NO PRE-BID CONFERENCE
INSTRUCTIONS FOR SUBMISSION

Bids may be submitted up to 2:15 P.M. on the above meeting date at the Department of the City Clerk. Room 311, City Hall, 25 Dorrance Street, Providence. At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in the City Council Chambers, on the 3rd floor of City Hall.

- Bidders must submit 2 copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the RFP and bid are related and must include the company name and address on the envelope as well. (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “NOT A BID” written on the envelope or wrapper.
- Only use form versions and templates included in this RFP. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

  
  Board of Contract and Supply  
  Department of the City Clerk – City Hall, Room 311  
  25 Dorrance Street  
  Providence, RI 02903

**PLEASE NOTE: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is NOT requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.
BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at http://www.providenceri.gov/purchasing/how-to-submit-a-bid/

The bid package MUST include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2nd page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (pages 9-13) or on: https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/

*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.

- Bidder’s Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, if requested (as indicated on page 5 of this document under “Bid Terms”)

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

***Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.
NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s Open Meetings Portal.
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will NOT be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply (RIGL Sec. 37-13-1 et seq.)
15. No goods should be delivered, or work started without a Purchase Order.
16. Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)
BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.

   a) ☒ A certified check for **$25,000.00** must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.

   or

   b) ☒ A bid bond in the amount of **$50,000.00** per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.

   c) ☐ A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.

   d) ☐ No financial assurance is necessary for this item.

2. Awards will be made within sixty (60) days of bid opening. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.

3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.

6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker’s Compensation Act, RIGL 28-29-1, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.

7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.
BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.

2. Bidder’s responses must be in ink or typewritten, and all blanks on the bid form should be completed.

3. The price or prices proposed should be stated both in WRITING and in FIGURES, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**

4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually.** Do not group items. Awards may be made on the basis of **total** bid or by **individual items**.

5. All bids **MUST BE SIGNED IN INK.**

**Name of Bidder (Firm or Individual):** __________________________________________________________

**Contact Name:** __________________________________________________________

**Business Address:** __________________________________________________________

**Business Phone #:** __________________________________________________________

**Contact Email Address:** __________________________________________________________

Agrees to bid on (Write the “Item Description” here): __________________________________________________________

If the bidder’s company is based in a state **other than Rhode Island**, list name and contact information for a local agent for service of process that **is located within Rhode Island** __________________________________________________________

**Delivery Date (if applicable):** __________________________________________________________

**Name of Surety Company (if applicable):** __________________________________________________________

**Total Amount in Writing*:** __________________________________________________________

**Total Amount in Figures*:** __________________________________________________________

* If you are submitting a unit price bid, please insert “Unit Price Bid”

**Use additional pages if necessary for additional bidding details.**

________________________________________________

Signature of Representation

________________________________________________

Title

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BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of_____________________________________________ (Firm or Individual Bidding),

I,________________________________________________________ (Name of Person Making Certification),

being its_______________________________________________________(Title or “Self”), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.

2. All of Bidder’s employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this______________day of___________________20____.

_________________________________________________
Signature of Representation

_________________________________________________
Printed Name
BID FORM 3: Certificate Regarding Public Records

Upon behalf of ____________________________________________ (Firm or Individual Bidding),
I, ______________________________________________________ (Name of Person Making Certification),
being its _________________________________________________ (Title or “Self”), hereby certify an understanding that:

1. All bids submitted in response to Requests for Proposals (RFP’s) and Requests for Qualification (RFQ’s), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk’s office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor’s bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department’s request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on this ________________ day of ___________________ 20___.

________________________________________________
Signature of Representation

________________________________________________
Printed Name
WBE/MBE Form Instructions

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City’s procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women’s Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women’s Business Enterprise (WBE) participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.
The goal for Women’s Business Enterprise (WBE) participation is 10% of the total bid value.
The goal for combined MBE/WBE participation is 20% of the total bid value.

Only businesses certified with the State of Rhode Island as minority and/or women business enterprises are counted towards the City’s goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: http://odeo.ri.gov/offices/mbeco/

Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Bid Requirements:

**All Bidders:** All bidders must complete and submit the **MBE/WBE Participation Affidavit** indicating whether or not they are a state-certified MBE/WBE and acknowledging the City’s participation goals. Submission of this form is **required with every bid.** Your bid will not be accepted without an affidavit.

**Bidders who will be subcontracting:** In addition to the **MBE/WBE Participation Affidavit**, Bidders who will be subcontracting must submit the **Subcontractor Disclosure Form** as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at [https://www.naics.com/search/](https://www.naics.com/search/). Awarded bidders are required to submit

**Subcontractor Utilization and Payment Reports** with each invoice.

**Waiver Requests:**

a) If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the **MBE/WBE Waiver Request Form** for review.

b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to meet the city’s goal of a combined 20% of MBE and WBE participation.

c) If the contractor is a nonprofit organization, the City of Providence requires the nonprofit organization to provide the **MBE/WBE Participation Affidavit Form** and proof of its nonprofit status.

d) If the contractor has researched the RI Certified minority list ([http://odeo.ri.gov/offices/mbeco/mbe-wbe.php](http://odeo.ri.gov/offices/mbeco/mbe-wbe.php)) and the state does not have any companies in the desired trade, the City of Providence requires the contractor to provide the **MBE/WBE Participation Affidavit Form**.

e) Waivers will be considered for approval on a case-by-case basis.
Verifying MBE/WBE Certification
It is the responsibility of the bidder to confirm that every MBE or WBE named in a proposal and included on a contract is certified by the Rhode Island Minority Business Enterprise Compliance Office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at http://odeo.ri.gov/offices/mbeco/mbwe-wbe.php. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Form Instructions:
Access all bid forms from http://www.providenceri.gov/oeo/ or http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/. Download the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

Assistance with Form Requirements
Examples of completed forms can be found on the City of Providence website at http://www.providenceri.gov/oeo/ or http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/.

Contract Requirements:
Prime contractors engaging subcontractors must submit the Subcontractor Utilization and Payment Report to the City Department’s Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. This form is not submitted as a part of the initial bid package. For contracts with durations of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor for the given period and to date. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

Questions?
For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov or (401) 680-5766.
MBE/WBE PARTICIPATION AFFIDAVIT
Project /Item Description (as seen on RFP):
_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________
Prime Bidder: ____________________________________ Contact Email and Phone ____________________________
Company Name, Address and Trade: __________________________________________________
________________________________________________________________________________________________
________________________________________________________________________________________________
Which one of the following describes your business’ status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island?  _____ MBE  _____ WBE  _____ Neither MBE nor WBE

By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:
It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 et seq. of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.
The goal for Women’s Business Enterprise (WBE) participation is 10% of the total bid value.
The goal for combined MBE/WBE participation is 20% of the total bid value.

I acknowledge the City of Providence’s goals of supporting MBE/WBE certified businesses. Initial ___________

If awarded the contract, I understand that my company must submit to the Minority and Women’s Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. I understand that these documents must be submitted prior to the issuance of a notice to proceed. Initial ___________

I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractor(s) utilized on the contract. Initial ___________

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.
Initial ___________

If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City’s MBE/WBE participation requirements.
Initial ___________

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

Signature of Bidder  Printed Name

Company Name  Date
**SUBCONTRACTOR DISCLOSURE FORM**

Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.

Prime Bidder: _______________________________________
Primary NAICS Code: _______________________________________

Item Description (as seen on RFP): ______________________________________________________________________
____________________________________________________________________________________________________

Please list all Subcontractors below. Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at https://www.naics.com/search/

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<th>Proposed Subcontractor</th>
<th>MBE</th>
<th>WBE</th>
<th>Primary NAICS Code</th>
<th>Date of Mobilization</th>
<th>$ Value of Subcontract</th>
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A. MBE SUBCONTRACTED AMOUNT: $ 
B. WBE SUBCONTRACTED AMOUNT: $ 
C. NON-MBE WBE SUBCONTRACTED AMOUNT: $ 
D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR: $ 
E. TOTAL AMOUNT OF BID (SUM OF A, B, C, & D): $ 
F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide the sum of A and B by E and multiply result by 100). %

Please read and initial the following statement acknowledging you understand. If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box (F)) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director. Initial Required

Signature of Bidder __________________________ Printed Name __________________________

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MBE/WBE Waiver Request Form

Fill out this form only if you did not meet the 20% MBE/WBE participation goal.
State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.gov, for review prior to bid submission. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. In case a waiver is need it City Department Directors should not recommend a bidder for award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

Prime Bidder: ______________________________________ Contact Email and Phone ______________________________________
Company Name, Address: ______________________________________ Trade _________________________________
Project /Item Description (as seen on RFP):

_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

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<th>MBE/WBE Company Name</th>
<th>Individual’s Name</th>
<th>Company Name</th>
<th>Why did you choose not to work with this company?</th>
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I acknowledge the City of Providence’s goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of _____% MBE/WBE (20% minus the value of Box F on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor / or Duly Authorized Representative ___________________________ Printed Name ___________________________
Date Signed ___________________________  ___________________________
Signature of City of Providence (or Designee (Only) Printed Name of City of Providence Date Signed
MBE/WBE Outreach Director ___________________________ MBE/WBE Outreach Director ___________________________
BID PACKAGE SPECIFICATIONS
SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm’s bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

_This information is NOT requested to be provided in your initial bid that you will submit to the City Clerk’s office by the “date to be opened” noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request._

_All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record._

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- PROOF OF INSURANCE
1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.

2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.

3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.

4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.

5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.

6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.

7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.

8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.

9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.

10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.

11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the
terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.

13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.

14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.

15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.

16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.

17. The failure of the City to require performance of any provision shall not affect the City’s right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
IMPORTANT INFORMATION TO ALL BIDDERS

1. This is a Blanket Contract from January 1, 2023 to December 31, 2025 with the option for two (1) year extensions. **ALL PRICES MUST REMAIN FIRM FOR THIS TIME PERIOD.**

2. All quoted prices to include any and all cost including freight for deliveries to the PWSB.

3. The successful bidder(s) must perform all work in the time period requested or quoted in Bid.

4. The Providence Water Supply Board, known hereafter as OWNER, reserves the right to extend the contract period beyond the three (3) years with escalation. Escalation rates shall be negotiated between parties at the end of the contract period.

5. Repairs will be made upon request of the Owner’s officials. **THE OWNER RESERVES THE RIGHT TO REQUIRE PARTIAL WORK AS DEEMED NECESSARY.**

6. Prior to executing this contract the successful bidder(s) must submit evidence of proper insurances covering the same period of time as awarded. The designated insurance carrier will list the City of Providence Water Supply Board and its offices and agents as additionally insured. Carrier shall provide a 30-day written notice of cancellation to the Owner.

7. The award of contract to the successful bidder(s) shall NOT guarantee or entitle the successful bidder(s) to the full Contract Amount. It is therefore understood by all parties that the actual amount of work completed and the final Contract Amount shall be subject to work need and availability of funds.

8. Contractor is required to provide Police Detail(s) as directed by the Owner and/or the local Police Departments of the respective Cities and Towns.

9. The Owner reserves the right to cancel this contract at any time with a 30-day written notice.

10. The successful Bidder(s) must produce a satisfactory performance Bond and Insurance within 60 days after the award by the Board of Contract and Supply. If the Bond is not supplied by the required date, the Owner may cancel this award and award to another Bidder.

11. The successful bidder(s) will be required to perform all work exactly as specified herein; any deviations from the specifications anytime during this contract period may be cause for immediate cancellation of the contract and award to another bidder.

12. All quoted unit prices will include all costs including but not limited to (All labor, material, equipment, saw cutting, signage, insurance, permitting fees, line striping, cones / barricades / traffic control devices and flagmen, etc.). Any variations from unit bid price must be noted herein or pre-approved prior to work being performed. Contractors must document size of hole and thickness of existing adjacent pavement. The unit measure will be calculated and
Sealed proposals are hereby invited by the Board of Contract and Supply for furnishing all labor, materials, tools, plant equipment, and insurance as required for the permanent repairs of street and sidewalk openings in the Providence Water Supply Board Service area in complete accordance with the contract specifications attached hereto.

All bids must be submitted on the Bid or Proposal form furnished by the City of Providence.

ONLY FIRM BIDS WILL BE ACCEPTED
QUALIFICATION OF BIDDERS

NO BID WILL BE CONSIDERED FROM ANY INDIVIDUAL, FIRM OR CORPORATION WHO HAS NOT HAD AT LEAST FIFTEEN (15) YEARS SATISFACTORY EXPERIENCE IN WORK SIMILAR TO THE WORK PROPOSED TO BE DONE UNDER THIS CONTRACT.

Upon demand, each bidder shall submit the following data to substantiate his or their qualifications:

1. Financial statement – recent and attested or certified.
2. Bank reference(s).
3. List of similar contracts performed, with costs and names of owners, and architects or engineers.
4. List of available suitable equipment, stating which is owned and which will be leased.
5. Statement from an approved bonding company authorized to do business in this state, that will execute the required Performance Bond upon award of contract
6. Statement of number of year’s bidder has been in business and nature of business activity.

PROPOSAL

In order to assure the uniformity of submissions, each response to this RFP must, at a minimum, provide the following information:

- A brief general statement describing your company and its ability to provide the indicated services.
- Experience and reference information
  - Current relevant experience with any other similar sized water utilities in the region, more specifically the State of Rhode Island.
  - Provide names, qualifications and resumes of all key personnel to be assigned to PW as well as any sub-consultants that may be assigned.
  - List at least five (5) references of other clients, specifically water utilities that have performed similar services, include name and telephone number of a person to
contact. Provide detailed results from the references indicating amounts of the contracts.

- List any prior services supplied to Providence Water

**COMMENCEMENT AND COMPLETION OF WORK**

Repair work will be submitted on a weekly basis. The contractor shall pursue this work on a continuous basis dedicating at the minimum one (1) work crew daily, providing the amount of work is of sufficient quantity.

The PWSB will require the Contractor to complete a minimum of Twenty Five (25) holes per week. If the Contractor does not meet this requirement for any two week period, the Contractor will be notified and required to meet the minimum requirements (see herein) during the following week. If not corrected by the allowed time the contract will be terminated.

**EVALUATION CRITERIA**

Providence Water will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include weighted criteria detailed below. If further information is desired, bidders may be requested to make additional written submissions or oral presentations/interviews.

Proposals will be evaluated on the following:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessment of past experience and capability of performing this type of work in a similar sized water utility in the region, more specifically the State of Rhode Island</td>
<td>25</td>
</tr>
<tr>
<td>Company information and years in business</td>
<td>25</td>
</tr>
<tr>
<td>Proposed cost associated with services</td>
<td>25</td>
</tr>
<tr>
<td>Evaluation of qualifications</td>
<td>25</td>
</tr>
</tbody>
</table>

**SECTION 1**

**BID REQUIREMENTS**
1. **General**

   The work to be done within the scope of this contract shall consist of furnishing all labor, materials, equipment supplies, hand and machine tools, applications, insurance bonds etc., for the permanent street and sidewalk opening repairs in the Providence Water Supply Board service area.

2. **Use of Premises – Laws and Permits**

   The Contractor shall confine all apparatus, materials, supplies and equipment to within the limits of ownership, and will not unreasonably encumber these premises with such materials, supplies and equipment. He shall promptly remove and dispose of all debris, resulting from his operations, and shall save the City harmless from claims by abutting or adjacent property owners for damages resulting from his operations.

3. **Qualification for Employment**

   No person under sixteen (16) years of age, or whose age or physical condition is such as to make his employment dangerous to his health or the health and safety of others, may be employed; provided however, that this condition shall not operate against the employment of physically handicapped persons otherwise employable, where such persons may be safely assigned to work they can ably perform. The contractor shall employ competent foremen, experienced craftsmen, and other skilled workmen qualified by training and experience in the work in which they are to be engaged.

4. **Non-Discrimination In Employment**

   In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provisions shall include but not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, lay-off or termination; rate of pay or other forms of compensation and selection for training, including apprenticeship.

5. **Wage Rates**
The general prevailing rate per diem wages and general prevailing rate for regular, holiday, overtime and other working conditions existing in the State of Rhode Island, for each craft, mechanic, teamster, laborer, or type of workman needed to execute the work covered by this contract as established by the Department of Labor and Training for the State of Rhode Island shall be paid for each classification of labor employed in the execution of the work. The attention of the Contractor is directed to State of Rhode Island General Laws, Chapters 37-12 and 37-13, and prevailing Wage Rate provisions, which is hereby made a part of this contract and specifications. The Successful Bidder shall conform to such requirements and Bids must be prepared accordingly.

6. Permitting and Licensing

Bidder’s attention is directed to permitting and licensing requirements of federal, state, and local laws, ordinances, and regulations applicable to the Work. Bidders must be able to demonstrate full compliance with all such requirements, including but not limited to applicable chapters of Titles 5 and 28 of the State of Rhode Island General Laws, either as required by the Bidding Documents and Contract Documents or as requested by the OWNER. By the submission of a Bid the Bidder represents to the OWNER that the Bidder is in full compliance with such requirements.

7. Tax Exemption

Bidder’s attention is directed to permitting and licensing requirements of federal, state, and local laws, ordinances, and regulations applicable to the Work. Bidders must be able to demonstrate full compliance with all such requirements, including but not limited to applicable chapters of Titles 5 and 28 of the State of Rhode Island General Laws, either as required by the Bidding Documents and Contract Documents or as requested by the OWNER. By the submission of a Bid the Bidder represents to the OWNER that the Bidder is in full compliance with such requirements.

8. 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 Owner or Owner’s representative, and who shall not be changed except with the consent of the Owner, 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 which he may report to the Engineer any error, inconsistency or omission.

9. **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.

10. **Insurance Requirements**

The Contractor shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been so obtained and approved. Every policy of insurance shall contain a provision that the insurer will give the insured at least five (5) days notice of cancellation from date of receipt of said notice or ten (10) days from the date of mailing.

**Compensation Insurance**

The Contractor shall take out and maintain during the life of this contract, Workmen’s Compensation Insurance for all of his employees employed at the site of the project; and in case any work is sublet, the Contract shall require the sub-contractor similarly to provide Workmen’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen’s Compensation statute, the Contractor shall provide and shall cause each sub-contractor to provide for the protection of his employees not otherwise protected.
11. Public Liability and Property Damage Insurance

Successful bidder(s) shall maintain General Liability insurance for the duration of the project and for one (1) year after completion of the project. Contractor shall submit evidence of insurance to the Chief Engineer of the Providence Water Supply Board prior to executing the contract. The designated insurance carrier shall submit insurance endorsements listing the City of Providence, Providence Water Supply Board and its officers and agents as co-insured on the General Liability insurance in accordance with the requirements of the City of Providence. Carrier shall be a company with no less than a B rating and shall provide thirty (30) days advance written notice of cancellation or termination to the Providence Water Supply Board.

The Contractor will be obligated to sign a statement holding the City harmless from all claims arising under this contract. The Contractor agrees to furnish the City, simultaneously with the signing of the contract, suitable evidence of the issuance of an Owner’s Protective Policy with limits of $1,000,000.00 for bodily injury to any one person, $1,000,000.00 for property damage arising out of the Contractor’s work, including subcontractors, agents and employees. Said policies shall include liability arising out of the use of motor vehicles. The Contractor further agrees that he will also furnish the City suitable evidence that the employees of the Contractor are covered by worker’s compensation insurance.

12. City Approval For Insurance and Bonds

The Contractor will submit to the City for approval the name of any firm or corporation whom he proposes to have furnish any insurance or bonds.

13. Proof of Carriage of Insurance

The Contractor shall furnish the City with satisfactory proof of the insurance required. This proof shall consist of three certificates of each insurer insuring the Contractor or any subcontractor employed on the project under this contract, which certificate shall contain the following information, except that in the case of Workmen’s Compensation Insurance items the following will be sufficient;

The name and address of the insured.

The number of the policy and the type or types of insurance in force thereunder on the date borne by such certificate.
The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate.

A statement that the insurance of the type afforded by the policy applies to all the operations on and at the site of the project which are undertaken by the insured during the performance of his contract or sub-contract.

A statement as to the exclusions of the policy, if any.

A statement showing the method of cancellation provided for by the policy. If cancellation may be effected by the giving of notice to the insured by the insurer, the policy shall provide for the lapse of such a number of days following the giving of such notice that in the ordinary course of transmission the insured will have actually received such notice at least five (5) days before the cancellation becomes effective

14. Rejection of Bid

The purchaser reserves the right to select and to reject any or all bids.
SECTION 2

GENERAL REQUIREMENTS

1) Scope of Work

The contractor shall do all the work and furnish all the materials, tools, equipment and appliances except as herein otherwise specified necessary or proper for performing and completing the work required by the Contract. All the work, labor and materials to be done and furnished under the Contract shall be done and furnished strictly pursuant to, and in conformity with the directions of the Owner as given from time to time during the progress of the work.

Unless otherwise stated, all aspects of work performed within the contract, shall be performed in accordance with the standard specifications for road and bridge construction, DOT, Division of Public Works.

Providence Water reserves the right to require an additional number of holes to be repaired on a weekly basis.

If Contractor cannot meet the increased volume of work, Providence Water may contract with another vendor to perform any and all work necessary.

2) Notices

It shall be the responsibility of the Contractor to provide notices to all businesses, property owners, etc. of any disruption of access resulting from work performed under contract.

3) Dig Safe

It is the Contractor’s responsibility unless otherwise instructed to notify and coordinate with Dig Safe before commencing any excavation operation under this contract.

4) Sequence of Operation

a) The City reserves the right to determine the sequence of operations. The Owner shall designate the order of all work to be done. Work as contained in this contract must proceed on a continuous basis as outlined on page 3, titled commencement and Completion of Work.

b) The Contractor shall proceed without delay to accomplish work when so directed by the Owner.

c) Additional work, other than what is shown on the bid or proposed from, shall be done only on written direction of the Owner.
5) **Clean Up**

The Contractor shall leave each work site in a clean, neat and safe manner. All debris created by the Contractor or his workman shall be removed daily.

6) **Police Detail**

The Contractor shall provide such police officers as may be deemed necessary by the Owner for the direction and control of vehicular traffic and pedestrians within the limits of the project and such officers shall wear regulation policeman’s uniform and shall be regular, reserve, or special officers.

It shall be the Contractor’s responsibility to pay the Police for the details and/or city and towns for permits. Providence Water will pay the Contractor for the detail permits in the same amount paid by the Contractor upon proof with copy of the police Dept. invoice to the PWSB. **No mark-ups accepted. PWSB will only pay actual detail costs.**

It is the Contractor’s responsibility to arrange for and coordinate any traffic police/permits required by the PWSB.

7) **Adjust Manhole and Catch Basin Frame and Covers: Valve Boxes: and/or Curb Boxes to Grade.**

At the Contractor’s expense within the limits of paving, all manhole frame and covers, catch basin frames and grates, valve boxes, and/or curb boxes, shall be reset to the new and proper grade in accordance with the specified procedures of the appropriate utility.

8) **Remove and Reset Curbing**

At the Contractor’s expense and when directed by the Owner, the Contractor shall carefully remove, trim, cut, fit, and reset concrete or granite curbing. The Contractor shall replace any existing curbing that is to be reset, which is lost, damaged, or destroyed as a result of his operations, or because of his failure to store and protect it in a manner that would eliminate its loss or damage.

9) **Brick Sidewalks**

Any walk/street requiring replacement of bricks, the Contractor shall meet with the Owner or his designee prior to the commencement of work to agree on the repair work to be performed. Failure to do so may result in a non-payment for work performed. Please

10) **Road Markings**

At no additional cost to the Owner, it shall be the responsibility of the Contractor to restore the road to its original state which includes all road markings, crosswalks, bike lanes, ADA mats, etc.

11) **Street & Sidewalk Opening**

Trench repairs, paving operations, or other work involving a street and/or intersection shall be so worked that no more than half of the street and/or intersection is blocked at any time. No trench will remain open overnight. In the City of Providence all such closings shall be reported to the City Engineer, Dept. of Public Works.

All emergency and/or extended street closings shall be reported by the Contractor to the appropriate City, Town, or State agency.

12) **Barricades**

At no additional cost to Owner, the Contractor will be responsible to ensure that the work area is properly protected with flashing type barricades at all times.

All barricades, flashing lights, cones, drums, and traffic control devices shall be specified in Part VI of the MUCTD.

13) **Protection of Adjacent Features**

It shall be the Contractor’s responsibility to protect from damage all existing areas adjacent to his work. This shall include pavements next to a trench patch, lawns, trees, curbs, sidewalks, traffic loops, fences and shrubs, etc.

All damage to existing features or structures outside of the project limits shall be repaired and/or restored at no direct cost to the city if, in the opinion of the Owner, this damage resulted from the Contractor’s operations.
14) **Permanent Repairs on City/Town Protected Streets**

Within the trench on the roadway, the concrete base must be restored (if concrete base exists) to the existing depth or a minimum of eight (8) inches. The existing road base must be drilled and grouted every 18 inches to receive the 24 inch long epoxy coated dowels that shall span between the new and existing concrete base. A minimum of 3 inches of bituminous concrete surface course Type I-1 overlay meeting RIDOT standards shall be placed over the base (4 inch surface course if not a concrete base) within the trench area. The remaining roadway outside the trench to the nearest curb shall be milled 1 ½” with a 1 ½” bituminous concrete surface course Type I-1 overlay meeting RIDOT standards. The joint between the new and existing pavement shall be sealed utilizing Infra-Red technology. The length of the new paved area must be a minimum of ten (10) feet to allow for proper rolling of the surface course. It is mandatory that the Providence Public Works’ Engineer be contacted a minimum of 48 hours prior to work being commenced to schedule a Dept. of Public Works inspection.

15) **Guarantee of Work**

a) The Contractor shall guarantee his work for a period of one (1) year after the contract work is completely installed. This guarantee shall be considered as a part of the total contract and therefore, no extra compensation will be paid for the defective work that is contracted.

b) The Owner or his duly authorized representative shall be the sole judge as to whether the work shall be corrected.

c) Infra-Rd surface repairs shall be guaranteed for a period of one (1) year from the time final repairs of the opening is completed. In the event the repair fails the area shall be repaired again by Infra-Red method at the Contractor’s expense.

16) **Personal Examination**

Bidders must satisfy themselves by personal examination at the location of the proposed work, and by such other means as they prefer as to the actual conditions and requirements of the proposed work and to the accuracy of the information and statements herein contained. The sub-mission of any bid shall be accepted by the City as satisfactory proof that the bidder has satisfied himself in this respect. He shall not, after submission of his bid, assert that there was any misunderstanding in regard to the nature or amount of work to be done.

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Commented [RCB1]: rs in Providence, PWSB is responsible for patches for 5 years from when they are placed. For purposes of this contract maybe this warranty was not transferred to the contractor but PWSB must still honor 5yr warranty with City. Not sure how this came about...

Commented [RCB2]: Same as above
17) **All Work Subject to Control of the Owner**

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 Owner 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 Owner 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.

18) **Basis of Payment**

The Contractor shall be paid for work completed on a monthly basis. By the first Friday of the new month, the Contractor shall submit an invoice listing locations of openings repaired for each category of the completed month. The list shall indicate size of opening. The cumulative total for each category, namely, City or Town streets (concrete base), City or Town streets (bituminous concrete) State of Rhode Island roads, sidewalks (concrete), sidewalks (bituminous concrete), and repairs by the Infra-Red method; shall appear on the invoice. The Contractor shall receive payment for cumulative totals for each category.

In situations where the Owner or City/Town DPW directs the Contractor to backfill with engineered fill (ex. Flo-fill), original invoices shall be submitted to Providence Water for payment. The Contractor will be compensated for the invoice amount plus a material cost markup percentage (Item 9 in Bidder’s Blank).

19) **Length of Contract**

The contract shall commence from the time of award and shall end on December 31, 2025.

20) **Award of Contract**

The Providence Water Supply Board reserves the right to award any of the bid items separately. Contractors who unbalance the bid for one or more item will not be considered, with this being cause for rejection of the entire bid. **PWSB reserves the right to award to multiple bidders if deemed in its best interest.**
21) **Notifications and Repairs**

Within 1 week from when the PWSB notifies the Contractor of repairs, the Contractor shall repair the opening. If the Contractor cannot make repairs within 1 week, the Contractor shall notify the PWSB by letter, fax (421-4965), or email. In the event the opening is not repaired within the specified period, and the PWSB is not notified as such, the Contractor shall accept any and all liability resulting from the unrepaird opening. Special Projects are at the request of PWSB and may happen from time to time; in the event a request is made, the repair must be commenced within 72 hours of the request.

22) **Special Note**

On the bidder’s blank note that for the various size increments, the contractor is asked to bid on the unit price per cu. ft.

For informational purposes, the historical amount of restoration work for a typical year in the PWSB retail system is $750,000-$1,000,000. The work contained within this specification may be less than or greater than this range.

23) **Optional Contractor**

PWSB reserves the right to award this contract to more than one bidder. Contractors will be chosen based on price and ability to perform work.

24) **Review of Ability to Perform**

As a condition of award the Owner reserves the right to determine the bidder’s ability to perform by examination of equipment and current payroll records. The Owner shall have the sole determination as to whether the contractor can complete this contract in an efficient and timely manner using his existing equipment and work force.

Commented [RCB3]: We can't make the other bidders change their bid to the lowest, this is a Paul G remnant. We have to honor the bids prices as they are provided by the individual bidders, if we choose multiple contractors.
SECTION 3

SPECIFICATIONS

PAVING, SURFACING, AND PERMANENT REPAIRS TO STREETS AND SIDEWALKS

GENERAL PROVISIONS

1.1 DEFINITION OF TERMS

1.1.1 Paving and surfacing refers to all temporary and permanent placements of bituminous concrete, Portland cement, stone, and/or brick materials, on streets, roads, highways, private rights of way, curbs, and sidewalks, associated with removal and/or installation of water mains and/or appurtenances.

1.1.2 Permanent repairs to streets, roads, highways, private rights of way, curbs, and sidewalks, refers to the restoration of paving and surfacing in a manner satisfactory to the Owner and to the satisfaction of the proper state and/or municipal officials having jurisdiction of the area in question. The final surfaces of the repaired are shall match the existing surface elevations precisely and shall provide proper drainage. Restoration to the proper line and grade, as directed by the Owner and/or in accordance with local and/or state ordinances, shall utilize the methods of Mill and Overlay or by Infra-Red Bituminous Surface Repairs as required.

1.2 REFERENCES:

   a. AASHTO M20  Asphalt Cement
   b. AASHTO M17  Filler Material
   c. ASTM D-1073  Aggregates
   d. AASHTO M85  Portland Cement
   e. RIDOT, Standard Specifications for Road and Bridge Construction  Bituminous Concrete

1.3 UNIT COST

1.3.1 All cost associated with repairs or placements of paving and surfacing of excavated locations; unless otherwise specified, are to be included with the unit price of respective bid work items.
1.3.2 If applicable and/or as required, the Contractor shall include unit prices for paving and surfacing, as requested on the Bidder’s Bank for addition repairs or placements beyond the standard limits of the excavation, for unanticipated work, for plus/minus adjustments of denoted approximate quantities, or as directed by the Owner, for:

   a. Portland Cement Concrete - per cubic foot
   b. Curbing - per linear foot
   c. Placement of Bituminous Concrete - per cubic foot
   d. Mill & Overlay - per square yard
   e. Infra-Red Treatment - per square yard

**SUBMITTALS**

2.1 SUBMITTALS

2.1.1 The Contractor shall submit for Owner’s approval a list of materials including but not limited to, temporary and permanent paving and surfacing materials.

2.1.2 The Contractor shall submit to the Owner a list of equipment to be used in temporary and permanent paving and surfacing.

2.1.3 The Contractor shall submit to the Owner, unless otherwise directed by the Owner, three (3) solicited bids for work the Contractor proposes to subcontract out. A Subcontractor must be approved by the Owner before any subcontract work is performed. The Contractor is responsible for any and all work performed by their Subcontractors.

**QUALITY ASSURANCE**

3.1 QUALITY ASSURANCE

3.1.1 The Contractor shall use skilled workman and equipment or adequate size and capacity to assure proper performance of all work under this section.

3.1.2 The Contractor shall comply with the requirements of any agency or codes having jurisdiction over the work.
MATERIALS

4.1 General

4.1.1 All materials used must conform to the requirements as contained in this section.

4.1.2 All equipment, materials, and articles incorporated in the work are to be new and of the best grade of their respective kinds for the purpose. Wherever in the Contract Documents a particular brand, make of material, device, or equipment is shown or specified, such brand, make of material, device, or equipment is to be regarded merely as a standard.

4.1.3 Any other brand, make of material, device, or equipment, which, in the opinion of the Owner is the recognized equal of that specified, considering quality, workmanship, and economy of operation, and is suitable for the purpose intended, will be accepted. For all items in the specifications which are described or defined, it is understood that such information indicates the character of the required items and interpretations with respect to nonessential details will be made so as to provide competition among manufacturers of substantial equivalent items. The workmanship, shall in every respect, be in accordance with what, in the opinion of the Owner, is the best modern practice. No materials or supplies for the work shall be purchased by the Contractor or any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has a good title to all materials and supplies used by them in the work. The Owner reserves the right at all times to reject or approve materials to be used in the performance of this contract.

4.1.4 Certificates of compliance must be furnished upon request.

4.2 BITUMINOUS CONCRETE – PLANT MIX (BASE COURSE)

4.2.1 Bituminous Concrete Base Course Pavement Mixtures shall be composed of a bituminous binder and of crushed stone or crushed gravel.

4.2.2 Bituminous Material – the asphalt cement shall conform to the requirements of AASHTO M 20.

4.2.3 Crushed stone or crushed gravel - the course aggregate (retained on a no. 8 sieve) shall be crushed stone, or crushed or natural gravel, and shall conform to the gradation and quality requirements of Section M.03 and Table 1, or the latest revision to the State of Rhode Island, Department of Transportation, Standard Specifications for Road and Bridge Construction, and all subsequent Addenda.
4.2.4 Composition of Bituminous Concrete Base Course Pavement - The plant mix base course material aggregate, mineral filler, and asphalt cement shall be well graded between the limits specified and shall conform to the following composition limits by weight:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Base Course (% Passing by Weight)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ¼&quot;</td>
<td>100</td>
</tr>
<tr>
<td>¾&quot;</td>
<td>70-100</td>
</tr>
<tr>
<td>3/8&quot;</td>
<td>46-74</td>
</tr>
<tr>
<td>No. 8</td>
<td>22-52</td>
</tr>
<tr>
<td>No. 30</td>
<td>10-34</td>
</tr>
<tr>
<td>No. 50</td>
<td>6-28</td>
</tr>
<tr>
<td>No. 200</td>
<td>3-8</td>
</tr>
<tr>
<td>Asphalt % by Weight</td>
<td>4-6.5</td>
</tr>
<tr>
<td>Voids %</td>
<td>3-8</td>
</tr>
<tr>
<td>Flow (inch)</td>
<td>0.08-0.16</td>
</tr>
</tbody>
</table>

4.3 BITUMINOUS CONCRETE – PLANT MIX (BINDER COURSE AND SURFACE COURSE)

4.3.1 Bituminous Concrete Binder Course and Surface Course Pavement mixtures shall be composed of a bituminous binder and of crushed stone or crushed gravel.

4.3.2 Bituminous material - the asphalt cement material shall conform to the requirements of AASHTO M20.

4.3.3 Course aggregate - shall be that portion of the aggregate retained on a #8 sieve and shall consist of either crushed ledge rock or crushed gravel.

4.3.4 Fine aggregate - shall consist of natural sand, stone screening, or a combination thereof, and shall conform to the quality of requirements of ASTM D-1073.

4.3.5 Filler material – shall conform to the requirement of AASHTO M17.
4.3.6 Composition of Bituminous Concrete Binder Course and Surface Course Pavement - the plant mix binder course and surface course material aggregate, mineral filler, and asphalt cement shall be combined to meet the following composition limits by weight:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Binder Course</th>
<th>Surface Course (Class I-1</th>
<th>Class I-2 or sidewalk)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1”</td>
<td>100</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>¾”</td>
<td>90-100</td>
<td>100</td>
<td>---</td>
</tr>
<tr>
<td>½”</td>
<td>---</td>
<td>80-100</td>
<td>100</td>
</tr>
<tr>
<td>3/8”</td>
<td>40-65</td>
<td>70-90</td>
<td>95-100</td>
</tr>
<tr>
<td>#4</td>
<td>---</td>
<td>50-70</td>
<td>55-75</td>
</tr>
<tr>
<td>#8</td>
<td>25-40</td>
<td>35-50</td>
<td>40-55</td>
</tr>
<tr>
<td>#30</td>
<td>---</td>
<td>18-29</td>
<td>20-30</td>
</tr>
<tr>
<td>#50</td>
<td>8-17</td>
<td>13-23</td>
<td>10-20</td>
</tr>
<tr>
<td>#200</td>
<td>2-6</td>
<td>3.8</td>
<td>3.8</td>
</tr>
</tbody>
</table>

Asphalt % by weight:
- Friction Course: 4-6.0
- Surface Course: 5.5-7.0, 6-7.5

Voids %:
- Friction Course: 3-8
- Surface Course: 3-5, 3-5

Flow (inch.):
- Friction Course: 0.08-0.16
- Surface Course: 0.08-0.16, 0.08-0.16

4.3.7 Composition of Bituminous Concrete Friction Course Pavement - The plant mix binder course and surface course material aggregate, mineral filler, and asphalt cement shall be combined to meet the following composition limits by weight:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Friction Course</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DENSE</td>
</tr>
<tr>
<td>3/4”</td>
<td>90-100</td>
</tr>
<tr>
<td>½”</td>
<td>70-90</td>
</tr>
<tr>
<td>3/8”</td>
<td>45-75</td>
</tr>
<tr>
<td>#4</td>
<td>20-40</td>
</tr>
<tr>
<td>#8</td>
<td>8-18</td>
</tr>
<tr>
<td>#30</td>
<td>4-12</td>
</tr>
<tr>
<td>#50</td>
<td>2-6</td>
</tr>
<tr>
<td>#200</td>
<td>4.5 - 5.5</td>
</tr>
<tr>
<td>Asphalt % by weight</td>
<td>min. 8</td>
</tr>
<tr>
<td>Voids %</td>
<td>0.08 - 0.16</td>
</tr>
<tr>
<td>Flow (inch.)</td>
<td>260</td>
</tr>
<tr>
<td>Mixing Temp. (°F)</td>
<td>260</td>
</tr>
</tbody>
</table>

4.3.8 All materials are subject to the Owner’s approval.
4.4 GRAVEL BORROW SUB-BASE

4.4.1 Gravel borrow sub-base shall conform to the gradation requirements following:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Gradation - % Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>½”</td>
<td>50-85</td>
</tr>
<tr>
<td>3/8”</td>
<td>45-80</td>
</tr>
<tr>
<td>#4</td>
<td>40-75</td>
</tr>
<tr>
<td>#40</td>
<td>00-45</td>
</tr>
<tr>
<td>#200</td>
<td>00-10</td>
</tr>
</tbody>
</table>

4.4.2 All materials are subject to the Owner’s approval.

4.5 BONDING

4.5.1 Old pavement shall be cut back a sufficient distance to expose a fresh, full thickness, vertical face. A bituminous tack coat shall be brush-painted or pressure sprayed on all pavement edges, prior to placing the new bituminous mixture, to ensure proper bonding of new and old pavements.

4.6 PORTLAND CEMENT CONCRETE

4.6.1 The Contractor shall furnish and install all Portland cement concrete for road pavements, road bases, sidewalks, thrust blocks, and miscellaneous uses.

4.6.2 Cement - shall be domestic Portland cement conforming to both the chemical and physical requirements of AASHTO M85.

4.6.3 Fine aggregate - shall conform to the requirements of AASHTO M6 and consist of natural sand, manufactured sand produced from larger aggregate, or a combination thereof.

4.6.4 Coarse aggregate - shall consist of screened gravel, crushed gravel, or crushed quarry rock conforming to the requirements of AASHTO M80.

4.6.5 The Portland Cement Concrete shall be Class “A” for road bases and sidewalks, Class “B” for thrust blocks and miscellaneous uses, and both Class “A” and Class “B” must develop a minimum ultimate strength of 3000 psi at 28-days. The maximum size of the coarse aggregate shall be ¾”. The percentage of air entrained in the mix shall be six percent (6%) +/- 1%. Slump shall be in the range of 1-3 inches at the site. All materials contained in the mix shall conform to all applicable requirements of the latest revision to the State of Rhode Island, Department of Transportation, Standard Specifications for Road and Bridge Construction, and all subsequent Addenda.
4.6.6. Portland Cement Concrete for thrust blocks and miscellaneous uses shall be placed where directed, with rough side forming or stone bulkheads as required, in such manner as to transmit pipe thrust leads against the undisturbed earth of the trench walls. Portland Cement Concrete materials, mixing, handling, and placing shall conform to all applicable requirements of the latest revision to the State of Rhode Island, Department of Transportation, Standard Specifications for Road and Bridge Construction, and all subsequent Addenda.

4.7 OTHER MATERIALS

4.7.1 The Contractor shall provide all other materials, not specifically described but required for complete and proper pavement placement and/or restoration.

4.7.2 All materials are subject to the Owner’s approval.
EXECUTION

5.1 PERMANENT PAVEMENT

5.1.1 The Contractor shall provide all labor, material, equipment, and excavation required to install permanent pavement called for in these specifications or as directed by the Owner.

5.1.2 Existing pavement shall be saw cut to the straight lines beyond any damaged pavement on both sides of the trench to a distance in accordance with the Local, City, Town and/or State regulations and ordinances; or within specified limits for curb to curb permanent pavement, in accordance with the Local, City, Town and/or State regulations and ordinances; one foot minimum beyond damaged area.

5.1.3 Placement of permanent paving shall be in accordance with the Local, City, Town and/or State regulations and ordinances.

5.1.4 Prior to the placement of the final surface course, all edges of the adjacent pavement shall be thoroughly coated with a bituminous tack coat to ensure proper binding of new and old pavements.

5.1.5 The paving mixture shall be compacted by means on a power roller of sufficient size, or as directed by the Owner, to give proper compaction. In places inaccessible to the roller, compaction must be accomplished by means of a mechanical compactor.

5.1.6 Within the limits of paving, the Contractor shall reset all valve boxes, curb stop service boxes, or other utility road boxes to the existing or modified grades in accordance with the procedures of the appropriate utility.

5.2 LOAM AND SEED

5.2.1 The Contractor shall perform all excavation to prepare the designated area to receive a 4-inch deep loam bed. Loam should not be less than 3/4”, screened. All areas to be loamed shall be trimmed and graded to true lines and grades.

5.2.2 All loamed areas shall be free of large stones, brush, roots, stumps, litter, or other foreign material. All seed beds shall be cultivated before seeding and seeding shall not be permitted on any area unless the surface presents a loose friable seed bed.

5.2.3 Fertilizer shall be commercial grade 10-6-4. Application shall be at a rate of 0.20 lb. per sq. yd. Lime shall consist of a standard commercial product of ground dolomitic limestone intended for agricultural use. Limestone shall be spread evenly and incorporated thoroughly into soil. Application shall be at a rate of 0.5 lb. per sq. yd. Grass seed mix shall be suitable for residential property, equal in mixture to improved U.R.I. No. 2. Application shall be at a rate of 0.05 lbs. per sq. yd.

5.2.4 Landscape work shall only be performed during standard acceptable growing season.
REPAIR/RESTORATION

6.1 GENERAL

6.1.1 The Contractor shall abide by all Local, City, Town and/or State regulations and ordinances associated with repair and restoration or pavement, curbing, and sidewalk materials which were lost, damaged, or destroyed as a result of his operations.

6.1.2 Repair of street and sidewalk opening shall be at least twelve (12) inches larger than the trench excavation on all sides. Each excavation shall be a minimum of four feet in its least dimension. If the street or sidewalk opening is within two feet of the curb, then the restored top course of the permanent shall be replaced to the curb.

6.1.3 Within the trench on the roadway, the concrete base must be restored (if concrete base exists) to the existing depth or a minimum of eight (8) inches. The existing road base must be drilled and grouted every 18 inches to receive the 24 inch long epoxy coated dowels that shall span between the new and existing concrete base. A minimum of 3 inches of bituminous concrete surface course Type I-1 overlay meeting RIDOT standards shall be placed over the base (4 inch surface course if not a concrete base) within the trench area. The remaining roadway outside the trench to the nearest curb shall be milled 1 ½” with a 1 ½” bituminous concrete surface course Type I-1 overlay meeting RIDOT standards. The joint between the new and existing pavement shall be sealed utilizing Infra-Red technology. The length of the new paved area must be a minimum of ten (10) feet to allow for proper rolling of the surface course. It is mandatory that the Providence Public Works’ Engineer be contacted a minimum of 48 hours prior to work being commenced to schedule a Dept. of Public Works inspection.

6.1.4 Any openings which have settled more than two (2) inches shall not be permanently restored until notification has been made to the Owner and the Contractor has received authorization from the Owner to restore such hole. The Owner reserves the right to re-excavate and compact such holes.

6.1.5 All edges of existing paving or surfacing shall be saw cut with an abrasive wheel power saw to a neat, straight, and parallel alignment prior to the placement of permanent restoration.

6.1.6 An excavation with less than two (2) inches of settlement shall be removed to a depth of at least eight (8) inches below base course. Compaction of the clean gravel borrow material must be accomplished by means of mechanical compactor at no additional cost to the Owner.

SC-B9
6.1.7 The Owner and/or the respective City Engineer, or his designee, may inspect all openings prior to and during the placing or all materials used in the restoration process.

6.2 PERMANENT RESTORATION OF BITUMINOUS CONCRETE STREETS

6.2.1 Where the existing base is crushed stone and stone dust or plant mix, bituminous concrete plant mix course will be placed in equal layers (3” max.) to match existing sub base and compacted with mechanical equipment.

6.2.2 Top course will be bituminous concrete binder course will be replaced “in kind” to match existing road course and will be placed in layers not to exceed three (3) inches. The bituminous concrete wearing-course will be placed in equal layers (3” max.) and must match the existing wearing course.

6.2.3 Prior to the placement of the final surface course, all edges of the adjacent pavement shall be thoroughly coated with a bituminous tack coat to ensure proper bonding of new and old pavements.

6.2.4 The paving mixture shall be compacted by means of a power roller of sufficient size, or as directed by the Owner, to give proper compaction. In places inaccessible to the roller, compaction must be accomplished by means of a mechanical compactor. All thicknesses shall be after compaction.

6.3 PERMANENT RESTORATION OF PORTLAND CEMENT CONCRETE BASE STREETS

6.3.1 On Portland cement concrete base streets, Portland cement concrete shall be used as a replacement and placed to the exact depth as found or six (6) inches (whichever is larger). The concrete shall set for a 72 hour period. During this time a construction steel plate shall be placed over the construction area. Drilling and doweling shall be required where specified herein or as directed by the Owner.

6.3.2 A sufficient amount of bituminous concrete binder course (minimum 1 ½”) will be placed to a point one and one-half (1 ½) inches below the existing surface. A one and one-half (1 1/2”) inch bituminous concrete wearing course will be placed to complete the restoration.

6.3.3 Prior to the placement of the final surface course, all edges of the adjacent pavement shall be thoroughly coated with a bituminous tack coat to ensure proper bonding of both new and old pavements.

6.3.4 The paving mixture shall be compacted by means of a power roller of sufficient size, or as directed by the Owner, to give proper compaction. In places inaccessible to the roller, compaction must be accomplished by means of a mechanical compactor. All thicknesses shall be after compaction.
6.4 PERMANENT ROADS RESTORATION ON STATE OF RHODE ISLAND HIGHWAYS

6.4.1 All edges of existing paving or surfacing shall be saw cut with an abrasive wheel power saw to a neat, straight, and parallel alignment prior to the placement of permanent restoration.

6.4.2 The temporary patch shall be removed to a depth of nine (9) inches. Compaction of the subgrade material shall be accomplished my means of a mechanical compactor. All thicknesses shall be after compaction.

6.4.3 Six (6) inches of bituminous concrete plant mix base course will be placed in two (2) equal layers (3” maximum depth) and compacted with mechanical equipment. All thicknesses shall be after compaction.

6.4.4 A sufficient amount of bituminous concrete binder course (minimum 1 1/2”) will be placed to a point one and one-half (1 ½) inches below the existing surface. A one and one-half (1 1/2) inch bituminous concrete wearing course will be placed to complete the restoration. All thicknesses shall be after compaction.

6.4.5 Prior to the placement of the final surface course, all edges of the adjacent pavement shall be thoroughly coated with a bituminous tack coat to ensure proper binding of both new and old pavements.

6.4.6 The paving mixture shall be compacted by means of a power roller of sufficient size, or as directed by the Owner to give proper compaction. In places inaccessible to the roller, compaction must be accomplished by means of a mechanical compactor. All thicknesses shall be after compaction.

6.5 PERMANENT RESTORATION OF BITUMINOUS SIDEWALKS

6.5.1 In areas where existing sidewalks are to be removed and/or new sidewalks construction is required, the Contractor’s attention is directed to the fact that miscellaneous items such as parking meter and/or bases, traffic control signs, light poles and bases, mail boxes, etc. are not specified in the contract. However, all items shall be protected from damage and shall remain in place unless removed by others. All valve boxes, gate boxes, frame, and covers, etc. shall be reset to finish flush with the new sidewalk pavement.

6.5.2 Asphalt concrete sidewalks and driveways shall be paved with a full depth of three (3) inches (2 lifts of 1 ½ inches each) of the same material used for bituminous concrete street surface course. The paving mixture shall be compacted by means of a power roller of sufficient size, or as directed by the Owner, to give proper compaction. In areas inaccessible to the roller, compaction must be accomplished by means of a mechanical compactor.
6.5.3 Compaction of the subgrade material must be accomplished by means of a mechanical compactor.

6.5.4 The elevation of the new sidewalk surface shall match the original surface elevation prior to disturbance.

6.6 PERMANENT RESTORATION OF CONCRETE SIDEWALKS

6.6.1 In areas where existing sidewalks are to be removed and/or new sidewalks constructed is required, the Contractor’s attention is directed to the face that miscellaneous items such as parking meter and/or bases, traffic control signs, light poles and bases, mail boxes, etc. are not specified in the contract. However, all items shall be protected from damage and shall remain in place unless removed by others. All valve boxes, gate boxes, frame, and covers, etc. shall be reset to finish flush with the new sidewalk pavement.

6.6.2 Where a replacement sidewalk or driveway meets or abuts an existing sidewalk or driveway, the existing sidewalk or driveway shall be neatly saw cut at existing “dummy joints” and the new surface shall match the original condition prior to disturbance.

6.6.3 The thickness of sidewalks and driveways shall be in accordance with Local, City, Town and/or State regulations and ordinances at the time of construction, to a minimum depth of four (4) inches for sidewalks and six (6) inches at driveways, or to the depth of existing concrete, whichever is greater.

6.6.4 Placing or Portland Cement Concrete shall be performed in such a way as to avoid segregation of materials.

6.6.5 All concrete shall be formed, unless specified or directed otherwise. Forms shall be true to line and grade. Forms and form supports shall be subject to approval, but responsibility for their adequacy shall rest with the Contractor. Forms shall be properly braced and tied together so as to maintain position, shape, and later stability. Forms shall be maintained sufficiently rigid to prevent deformation under load and when concrete is tamped or vibrated. Studs shall be spaced sufficiently close to prevent deflection of form sides of the exposed slabs shall be protected immediately to provide a curing treatment equal to that provided for the surface.

6.6.6 The entire surface of the pavement shall be sprayed uniformly with white pigmented curing compound immediately after the finishing of the surface on and before the set of the concrete has taken place. The curing compound shall be of such character that the film will harden within 30 minutes after application. Should the film become damaged from any cause within the required curing period, the damaged portions shall be repaired immediately with addition compound. The curing compound shall not be applied during rainfall. Curing compound shall be applied under pressure at the rate of one gallon to not more than 150 square feet by mechanical sprayers. The spraying equipment shall be of the fully atomizing type equipped with a tank agitator. At the time of use, the compound shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the
vehicle. During application, the compound shall be stirred continuously by effective mechanical means. Hand spraying of off widths or shapes shall not be permitted nor shall concrete compound be applied to the inside faces of joints to be sealed.

6.6.7 During curing, the concrete work shall be protected from the pedestrian, animal, and vehicular traffic. The entire surface of the concrete shall set for a period of 72 hours, during which time all pedestrian and vehicular traffic shall be excluded. It is the Contractor’s responsibility to protect all concrete from all and any damage or displacement, including vandalism and weather.

6.7 PERMANENT RESTORATION OF CURBING

6.7.1 All curbing damaged or removed as a result of the Contractor’s operations shall be repaired, reinstalled, replaced, or restored by the Contractor in a manner satisfactory to the Owner and to the satisfaction of the proper State and Municipal officials having jurisdiction of the area in question, at no additional expense to the Owner. At the Contractor’s expense and when directed by the Owner, the Contractor shall carefully remove, trim, cut, fit, and reset concrete or granite curbing. The Contractor shall replace any existing curbing that is to be reset, which is lost, damaged, or destroyed as a result of his operations, or because of his failure to store and protect it in a manner that would eliminate its loss or damage.

6.8 RESTORATION OF PAVEMENT MARKINGS

6.8.1 When applicable, the Contractor shall replace, at no additional expense to the Owner, all roadway pavement markings in kind which existed prior to initial construction operations.

6.9 ADJUSTMENTS OF UTILITY APPURTENANCES TO GRADE

6.9.1 If required, and as directed by the Owner, all valve boxes, curb stops, manhole frames, catch basin frames and grates which are disturbed by construction operations shall be reset and adjusted to grade at the elevation of the final pavement in accordance with the specified procedures of the appropriate utility.

6.10 STAMPED CONCRETE

6.10.1 When encountered, the restoration of stamped or decorative concrete crosswalks, sidewalks, and roadway segments, shall be subject to local DPW requirements and restored at their discretion. The cost of stamped concrete must be negotiated with the owner prior to the start of work.

6.11 BRICK AND COBBLESTONE RESTORATION

6.11.1 Brick or cobblestone sidewalk, driveway, and street restoration, which may be required as directed by the Owner, shall be approved by the local municipal
Department of Public Works for local streets. The existing brick or cobblestone shall be removed manually from within the limits required for trench excavation as approved by the Owner. The existing brick or cobblestone shall be cleaned of all extraneous matter and washed for re-use. The Contractor shall carefully stockpile and protect the existing brick or cobblestone until such time that the brick or cobblestone is required for the final restoration. Whereupon it is determined in the field that the existing bricks or cobblestones, or a portion thereof, are damaged and not suitable for re-use, the Contractor shall furnish new bricks or cobblestones to satisfactorily complete the restoration.

6.11.2 The brick or cobblestone shall be placed and arranged in the same pattern as the adjacent brick or cobblestone areas. The subgrade shall be excavated sufficiently to allow for placement of a 2-inch deep sand or stone dust base matching the existing base, which shall be uniformly graded and compacted prior to placement of the bricks. Unless otherwise directed, the final brick or cobblestone surface restoration shall match the longitudinal and transverse grades of the existing pavement, and the bricks or cobblestones shall be neatly placed and arranged to match and interlock with the existing pattern. Upon completion of the placement of bricks, the restored area shall be swept with sand or stone dust to fill the joints of the brick. The work area shall then be cleaned of all residual sand, stone dust, or other soil spillage.

END OF SECTION
### Permanent Repairs to Bituminous Concrete Streets

<table>
<thead>
<tr>
<th>Item</th>
<th>Cubic FT Range</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>0 to 99</td>
<td>Per cubic foot</td>
</tr>
<tr>
<td>#2</td>
<td>100 to 200</td>
<td>Per cubic foot</td>
</tr>
<tr>
<td>#3</td>
<td>Over 200</td>
<td>Per cubic foot</td>
</tr>
</tbody>
</table>

### Permanent Repairs to Concrete Base Streets

<table>
<thead>
<tr>
<th>Item</th>
<th>Cubic FT Range</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>0 to 99</td>
<td>Per cubic foot</td>
</tr>
<tr>
<td>#2</td>
<td>100 to 200</td>
<td>Per cubic foot</td>
</tr>
<tr>
<td>#3</td>
<td>Over 200</td>
<td>Per cubic foot</td>
</tr>
</tbody>
</table>

### State of Rhode Island - Permanent Road Repairs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cubic FT Range</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>0 to 99</td>
<td>Per cubic foot</td>
</tr>
<tr>
<td>#2</td>
<td>100 to 200</td>
<td>Per cubic foot</td>
</tr>
<tr>
<td>#3</td>
<td>Over 200</td>
<td>Per cubic foot</td>
</tr>
</tbody>
</table>

### State of Rhode Island - Permanent Road Repairs Concrete Base Streets

<table>
<thead>
<tr>
<th>Item</th>
<th>Cubic FT Range</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>0 to 99</td>
<td>Per cubic foot</td>
</tr>
<tr>
<td>#2</td>
<td>100-200</td>
<td>Per cubic foot</td>
</tr>
<tr>
<td>#3</td>
<td>Over 200</td>
<td>Per cubic foot</td>
</tr>
</tbody>
</table>
5) Sidewalks - Permanent Repairs for Bituminous Concrete Sidewalks

<table>
<thead>
<tr>
<th>Item #1:</th>
<th>0 to 99 Cubic FT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item #2:</td>
<td>100 Cubic FT. &amp; Over</td>
</tr>
</tbody>
</table>

6) Sidewalks - Permanent Repairs for Concrete Sidewalks

<table>
<thead>
<tr>
<th>Item #1:</th>
<th>0 to 99 Cubic FT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item #2:</td>
<td>100 Cubic FT. &amp; Over</td>
</tr>
</tbody>
</table>

7) Loam & Seed

| Loam & Seed: Per Square Yard |

8) Same Day Hot Patch*:

<table>
<thead>
<tr>
<th>Item #1:</th>
<th>0 to 99 Cubic FT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item #2:</td>
<td>100-200 Cubic FT.</td>
</tr>
<tr>
<td>Item #3:</td>
<td>Over 200 Cubic FT.</td>
</tr>
</tbody>
</table>

* Same day hot patch will be required for excavations in the City of Providence, Town of Smithfield and all state roads. Same day hot patch consists of responding to a Providence Water job site within two hours of notification with hot patch. You will be required to spread and compact the hot patch once Providence Water backfills their excavation. Same day hot patch will be required on Saturday mornings throughout the months of April through December.
### Additional Items Continued

<table>
<thead>
<tr>
<th>Description</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infra-Red method: Per Square Yard</td>
<td></td>
</tr>
<tr>
<td>Mill &amp; Overlay: Per Square Yard</td>
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<tr>
<td>Installation of Bricks/Pavers: Per Square Yard</td>
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### 9) Engineered Fill Markup Percentage

<table>
<thead>
<tr>
<th>Description</th>
<th>Remarks</th>
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<tbody>
<tr>
<td>Markup Percentage: Written</td>
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<tr>
<td>Markup Percentage: Figures</td>
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<tr>
<td>Federal ID#</td>
<td></td>
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<td>------------</td>
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<tr>
<td>Surety Company</td>
<td></td>
</tr>
<tr>
<td>Comments</td>
<td></td>
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