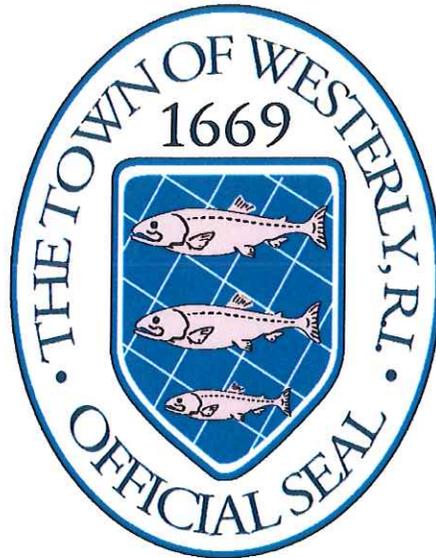

TOWN OF WESTERLY
PUBLIC WORKS DEPARTMENT
Town of Westerly Public Bid 2020-060



SCHOOL STREET RECONSTRUCTION
MAIN STREET TO GRANITE STREET
October 2020

SPECIFICATIONS
BID DOCUMENTS

MARK ROONEY
TOWN MANAGER

KYLE ZALASKI
TOWN ENGINEER

BILL BEAUREGARD
SUPERINTENDENT OF UTILITIES

**TOWN OF WESTERLY, RHODE ISLAND – PUBLIC BID 2020-060
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ADVERTISEMENT FOR BIDS

SECTION 00100

TOWN OF WESTERLY

ADVERTISEMENT FOR BIDS

The Town of Westerly, acting through its Purchasing Agent, is hereby soliciting sealed bids from General Contractors for the Department of Public Works for the **SCHOOL STREET RECONSTRUCTION – Public Bid 2020-060**. Bids will be received at the office of the Purchasing Agent, Town Hall, 45 Broad Street, Westerly, R.I. 02891 until **1:00 pm on October 26, 2020**, at which time, or as soon as possible thereafter, they will be publicly opened and read aloud.

Bids must be enclosed in a sealed envelope addressed to “Purchasing Agent, Town Hall, 45 Broad Street, Westerly, RI 02891” bearing the name and address of the bidder. All bids must be submitted on the form in the Contract Documents and clearly marked: “**Bid for School Street Reconstruction – Public Bid 2020-060**”. Bids incorrectly addressed or otherwise misdirected and not present at the time of the bid opening will be deemed late.

In addition to one (1) original copy of the Bid Form to be submitted and one (1) copy, prospective bidders shall also submit with their hard copy bids, one (1) disc, flash or zip drive as the “Public Copy”. The Public Copy must be clearly marked “Public Copy” and include the following information: (1) Title of Solicitation and Bid Number; (2) Name of bidder and address; and (3) Date of Bid. The Public Copy shall include the following items: (1) Scanned copy of the original executed Bid Form submitted and Contract Bid Documents; and Scanned Copy of original Bid Bond for the Project. Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.

Bidders Questions regarding this solicitation must be emailed and received by the Purchasing Agent at mbednarski@westerlyri.gov no later than **12:00 pm on October 16, 2020**. Questions, if any and responses will be posted on the Town of Westerly website at www.westerlyri.gov as an addendum to this solicitation. Bidders are invited to attend a pre-bid conference to be held on **October 13, 2020 at 10:00 am** in the council conference room, Town of Westerly, 45 Broad Street, Westerly, RI 02891. Please notify the purchasing agent if you will be attending. If you would prefer to attend by Zoom contact the purchasing agent for the link.

Performance, Labor and Material Payment Bonds, in the amount of 100% of the contract price will be required of the successful bidder. In addition to, ALL trades are required to pay prevailing wages. (Davis-Bacon Act RI160001 – as amended up to the date of this bid).

All bidders are required to complete and submit Appendix A, Bidder Certification.

The Town of Westerly reserves the right to reject any or all bids and to waive any informalities in the bidding process.

No bidder may withdraw his bid within ninety (90) days after the actual date of the opening thereof.

The Bid Documents may be obtained on or after **Monday October 5, 2020** from the Town of Westerly’s website located on the RFQ and Bid Requests page.

The Town of Westerly does not discriminate on the basis of age, race, religion, national origin, color, or disability in accordance with applicable laws and regulations

Individual requesting interpreter services for the hearing impaired or other individuals requiring special accommodations should call 348-2500 or 596-2022 (v/tdd) 72 hours in advance of the conference date.

Mark Bednarski
Purchasing Agent

INSTRUCTION TO BIDDERS

SECTION 00200

DOCUMENT 00200

INSTRUCTION TO BIDDERS

1.00 SUMMARY

1.01 DOCUMENT INCLUDES

A. Invitation

1. Receipt and Opening of Proposals
2. Intent
3. Work Identified in the Contract Documents
4. Contract Period and Term of Agreement
5. Telegraphic Modification
6. Obligations of the Bidder
7. Prices

B. Bid Documents and Contract Documents

1. Definitions
2. Availability
3. Examination
4. Addenda and Interpretation
5. Product/System Substitutions
6. Delivery

C. Site Assessment

1. Site Examination
2. Pre-Bid Conference

D. Qualifications

1. Qualifications of the Bidder
2. Subcontractors/Suppliers/Others

E. Bid Submission

1. Preparation of Bid
2. Bid Eligibility

F. Bid Enclosures/Requirements

1. Agreement to Bond
2. Performance Bond and Labor and Material Payment Bond
3. Insurance
4. Bid Form Requirements
5. Bid Form Signature

6. Prevailing Wage Rates
 7. Tax Exemption
 8. Labor Regulations
 9. Additional Bid Information
- G. Offer Acceptance/Rejection
1. Duration of Offer
 2. Withdraw of Bids
 3. Acceptance of Offer
- H. Laws, Ordinances and Codes
- I. Time of Completion and Liquidated Damages

2.00 INVITATION

2.01 RECEIPT AND OPENING OF PROPOSALS

- A. Sealed bids shall be submitted in sealed envelopes addressed to the Purchasing Agent, Town Hall, 45 Broad Street, Westerly, RI 02891 by **1:00 pm, local standard time on October 26, 2020** and clearly marked with the name of the item, bid and the date and time at opening. Bids will be received up to the specified time of the bid opening when they shall be publicly opened and read aloud. Bids may be dropped off in the drop box.
- B. Proposals submitted for a specified item must not be combined under the same cover with any other Bid item.
- C. Any Bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town of Westerly that such non-arrival before the time set for opening was due solely to delay in the mail for which the Bidder is not responsible. Conditional or qualified Bids will not be accepted.
- D. It is the bidder's responsibility to see that his bid is delivered within the time and place Prescribed. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will be attached to any officer or person for the premature opening of a Bid not properly addressed and identified.
- E. Submit Document 00430 – Supplements to Bid Forms with Bid Submission.

2.02 INTENT

- A. The intent of this Bid solicitation is to provide an offer to perform work for the proposed School Street Reconstruction – Public Bid 2020-060 in Westerly, Rhode Island.
- B. Proposed improvements include removal and resetting/replacement of curbing, removal and replacement of concrete sidewalk including ADA compliant wheelchair ramps, full depth reclamation of existing roadway pavement and subbase and installation of new pavement structure, adjustment of utility structures, replacement of the existing drainage pipes and structures, replacement of the existing water line and services, removal of tree stump and repair/rebuild of stone wall, replacement of retaining wall (near 42 School Street), signing, roadway striping and all other work required to complete the roadway improvement project.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises general construction including mechanical, instrumentation and control, site improvements, utility and appurtenance work.
- B. Location: The proposed site is School Street from Main Street to Granite Street in the Town of Westerly, Rhode Island. Project length is approximately 0.55 miles.
- C. The Owner hereby reserves the right to, at any time or from time to time, order additions, deletions, or revisions in the work to be authorized through a written amendment (change order) subject to the provisions in General Conditions – Article 43.

2.04 CONTRACT PERIOD AND TERM OF AGREEMENT

- A. Contract period is 245 calendar days from date set in the Notice to Proceed. If financially advantageous to the Town of Westerly, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

2.05 TELEGRAPHIC MODIFICATION

- A. Telephonic, telegraphic or oral Bids, amendments or withdrawals will not be accepted.

2.06 OBLIGATIONS OF THE BIDDER

- A. At the time of opening of Bids, each Bidder will be presumed to have inspected the Specifications and Contract Documents (including all Addenda).
- B. The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to his bid.
- C. Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town of Westerly, the proposal will receive careful consideration.

2.07 PRICES

- A. Bidders shall state the proposed price in the manner as designed in the Bid Form. In the event that there is a discrepancy between unit prices and the extended totals, the unit price shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.
- B. Bidders agree that the price in this Bid shall be irrevocable for **90 days**, or until the Bid is awarded by the Town of Westerly. After award by the Town of Westerly, said prices shall then remain firm for the duration of the Contract.
- C. Bidders shall state, separately, the actual costs for each part of the proposal in the space allotted on the bid sheets. The practice of bidding miniscule costs that bear no relationship to the actual costs of the work or materials is prohibited. The practice is also referred to as “minus bidding”, “unbalanced bidding” “pennying”, etc. Any bid submitted in said manner shall constitute a material variance and shall be rejected.

3.00 BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, Bid Form, Bid Form Supplements, Appendices and Bid Securities, identified herein.
- B. Contract Documents: Defined in EJCDC 1910-8 Article 1, including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form.

3.02 AVAILABILITY

- A. Bid Documents may be obtained on the Town’s website, www.westerlyri.gov, **Bids and RFP’s section**, on or after Monday, October 5, 2020.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.03 EXAMINATION

- A. Upon receipt of Bid Documents verify that documents are complete. Notify Purchasing Agent should the documents be incomplete.
- B. Immediately notify the Purchasing Agent upon finding discrepancies or omissions in the Bid Documents.

3.04 ADDENDA AND INTERPRETATIONS

- A. No interpretation as to the meaning of the Plans, Specifications or other Contract Document will be made to any bidder orally. Every request for such interpretations should be addressed to the Westerly Purchasing Agent, mbednarski@westerlyri.gov by **12:00 PM, Friday October 16, 2020**, which will then be forwarded to the Engineer, Pare Corporation located at 8 Blackstone Valley Place, Lincoln, RI 02865, and the Westerly Town Engineer.
- B. Any and all interpretations, and supplemental instruction, which, if issued, will be emailed to all prospective bidders (at the respective address furnished by the bidder for such purpose), not later than 72 hours prior to the date fixed for the opening of the bids (unless such addenda postpones the opening of bids). Failure of bidder to receive any such addendum or interpretations shall not relieve any bidder from obligation under this bid as submitted. All addenda so issued shall become part of the Contract Document.

3.05 PRODUCT/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular Product, substitutions will be considered by the Engineer up to five (5) days before receipt of Bids.
- B. The submission shall provide sufficient information to determine acceptability of such products.
- C. When a request to substitute a Product is made, the Engineer may approve the substitution and will issue an Addendum to known Bidders.
- D. In submission of substitutions to products specified, Bidders shall include in their Bid, any changes required in the Work and changes to Contract Time and Contract Price to accommodate such substitutions. A later claim by the Bidder for an addition to the Contract Time or Contract Price because of changes in Work necessitated by use of substitutions shall not be considered.

3.06 DELIVERY

- A. All Purchases related to this bid are to be delivered FOB, Westerly, Rhode Island, or so specified in the Bid Proposal Form.
- B. Bid price is to include the cost of uncrating and setting in place where noted.
- C. Bid price is to include installation where noted.
- D. Bidder must comply with all State Labor Laws for Public Works projects.
- E. The successful bidder must have all current taxes, fees or other charges paid which are owed to the Town of Westerly.

4.00 SITE EXAMINATION

- A. All general contractors or (Bidders) are requested to examine the project site(s) before submitting a Bid.

4.01 PRE-BID CONFERENCE

- A. A pre-bid conference has been scheduled for **October 13, 2020 at 10:00 am** at the Council Chambers, Town Hall, 45 Broad Street, Westerly, Rhode Island 02891.
- B. All general contract and major subcontract Bidders are invited.
- C. Representatives of the Owner and Engineer will be in attendance.
- D. Information relevant to the Bid Documents will be recorded in an Addendum, if applicable, and issued to all known Bid Document recipients.

5.00 QUALIFICATIONS

5.01 QUALIFICATIONS OF THE BIDDER

- A. The Town of Westerly may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Town of Westerly all such information and data for this purpose as the Town of Westerly may request.
- B. The Town of Westerly reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- C. It is the intention of the Town of Westerly to obtain bids only from contractors with experience in roadway construction projects. To be considered for this project the successful Bidder shall meet the following conditions.

The successful Bidder shall have successfully completed at least three (3) projects of similar size and complexity in the last five (5) years, involving roadway and utility construction. Proof of compliance with this condition, along with references, shall be provided upon request. The Owner may request contacts of any previous projects of a Bidder deemed necessary to effectively evaluate the Bidder's Qualifications.

- 1. The successful Bidder shall have an on-site construction supervisor with at least ten (10) years experience in roadway and utility construction projects. The qualifications of the proposed construction supervisor shall be submitted to the Owner upon request. It should be noted that the failure to provide the stated agreed upon construction supervision throughout all aspects of the project may be grounds for bid rejection or contract termination. The substitution of construction supervision, without written approval of the Town of Westerly, may be grounds for termination.
- 2. In addition to a skilled construction supervisor, all personnel utilized in significant roles in this project shall be properly trained and experienced in the tasks involved in the work.

- D. To receive full consideration, the Bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the Town of Westerly may have full information when analyzing the bid proposals.

5.02 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. The Owner reserves the right to reject a proposed Subcontractor for reasonable cause.
- B. Refer to Article 27 of the General Conditions.

6.00 BID SUBMISSION

6.01 PREPARATION OF BID

- A. **Each Bid must be submitted on the prescribed form and submitted in duplicate.** All blank spaces for Bid prices must be filled in ink or typewritten, both in words and figures. All Bids must be prepared in conformity with and shall be based on and submitted subject to all requirements of the Specifications and Drawings, together with all Addenda thereto.
- B. Erasures or other changes must be explained or noted over the signature of the Bidder.
- C. Each Bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore. Refer to the requirements of Section 00100 - Advertisement for Bids.
- D. Supplemental information, drawings, warranties, literature and material to be provided with the Bid shall be on the Bidders own form.

6.02 BID INELIGIBILITY

- A. The Town of Westerly may consider informal any bid not prepared and submitted in accordance with the provisions hereof and reserve the right to reject any or all proposals in whole or in part, toward any item, group or items, or total bid; to waive any technical defect or informality in same, or to accept any proposal deemed to be in the best interest of the Town of Westerly.
- B. In the event more than one item is requested and/or listed on the Proposal Form, Bidders may Bid on all items. The Town of Westerly reserves the right to make award on an item for item basis or aggregately, whichever may be in the best interest of the Town of Westerly.
- C. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind, may, at the discretion of the Town of Westerly, be declared unacceptable. Bid Forms, Appendices, and enclosures, which are improperly prepared, may, at the discretion of the Town of Westerly, be declared unacceptable.
- D. Failure to provide bonding or insurance requirements may, at the discretion of the Town of Westerly, invalidate the Bid.

- E. No Bidder may be considered, nor Bid accepted, if they are indebted to the Town of Westerly for any unresolved issues regarding unpaid invoices issued by the Town of Westerly or services and materials owed to the Town of Westerly.

7.00 BID ENCLOSURES/REQUIREMENTS

7.01 AGREEMENT TO BOND

- A. Submit with the Bid, all surety requirements, provisions, and enclosures.

7.02 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. The successful Bidder will be required to furnish the Town of Westerly with a Performance Bond and a Labor and Material Payment Bond, each in the amount of 100% of the contract price, as security for faithful performance of the Contract and executed by a surety company licensed to do business in the State of Rhode Island and approved by the Town of Westerly.
- B. The failure of the successful Bidder to supply the required Bonds within a time specified or within such extended period as the Town of Westerly may grant based upon reasons determined sufficient by the Town of Westerly, shall constitute a default, and the Town of Westerly, may either award the contract to the next lowest Bidder or re-advertise for Bids.
- C. Bonds shall remain in place for a period of time to include the one (1) year warrantee period after completion of the project.

7.03 INSURANCE

- A. The Contractor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Town of Westerly.
- B. The Contractor shall also indemnify and save harmless the Town of Westerly against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his Bid.
- C. The Contractor shall furnish certificates of insurance from companies acceptable to the Town of Westerly. All Insurance Companies listed on certificate must be licensed to do business in the State of Rhode Island. The contractor shall provide a certificate of insurance as specified on the Bid proposal form. Contracts of insurance (covering all operations under this contract) shall be kept in force until the contractor's work is accepted by the Town of Westerly.
 - 1. The limits must be at minimum in the amounts and to the requirements specified in the **Supplemental Conditions**.
- D. The Contractor shall secure, pay for and maintain insurance as necessary to protect himself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner.

- E. The Contractor shall require a similar insurance in the above amounts to be taken out and maintained by each sub-contractor. The Contractor shall be fully responsible for the acts and omissions of his sub-contractors and of persons employed either directly or indirectly by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract shall create any contractual relation between any sub- contractor and the Town of Westerly.

7.04 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.

7.05 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the Bidder, as follows:
 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the President and Secretary of the company, or the President/Secretary/Treasurer of the company, a copy of the bylaw resolution of the Board of Directors authorizing them to do so, must also be submitted with the Bid Form in the Bid envelope.
 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

7.06 PREVAILING WAGE RATES

- A. Bid prices must reflect adherence to the provisions of State Labor Laws concerning payment of prevailing wages (see RI General Laws Sec. 37-13-1 et seq. as amended). The rates of pay set forth in these provisions are the minimums to be paid during the life of the contract. Bidders shall inform themselves as to the local labor conditions such as the length of workday and workweek, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates. Prevailing wages are applicable to this project and can be found at <http://www.access.gpo.gov/davisbacon/ri.html>.

7.07 TAX EXEMPTION

- A. Rhode Island Sales and Use Tax: Materials and equipment purchased for installation under this Contract are exempt from the Rhode Island Sales Tax. The exemption from Sales Tax shall be taken into account by the CONTRACTOR during Bidding.
- B. Rhode Island Sales Tax: The Town of Westerly is exempt from the payment of Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Paragraph I, as amended.
- C. Federal Excise Taxes: The Town of Westerly is exempt from the payment of any excise or federal transportation taxes. The price Bid must be exclusive of taxes and will be so construed.

7.10 ADDITIONAL BID INFORMATION

- A. The Owner requires that the Bidders complete the Supplements to Bid Forms and Appendices identified in Section 00430 and attach with the submission of Bids.
 - 1. Appendix A – Subcontractors – Include the names of all subcontractors and the portions of work they will perform.
 - 2. Appendix B – Qualifications of Bidder
 - 3. Appendix C – Qualifications of Onsite Construction Supervisor

Failure to comply with these stipulations will be grounds for disallowing Bids at the Owner's discretion.

8.00 OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of **ninety (90)** days after the Bid closing date.

8.02 WITHDRAWAL OF BIDS

- A. Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the Bidder in preparing the Bid confers no right of withdrawal or modification of his Bid after such Bid has been opened.

8.03 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by the Owner, the Town of Westerly will issue to the successful Bidder, a written Bid Acceptance, letter of Contract Award, and Notice to Proceed.

9.00 LAWS, ORDINANCES AND CODES

- A. All Applicable Federal and State Laws, Ordinances and Codes of the Town of Westerly and Regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.
- B. The Town of Westerly will not award the Contract to any contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable ordinances of the Town of Westerly, or the laws of the State of Rhode Island. If the successful Bidder is a corporation NOT authorized to do business in the State of Rhode Island, it shall qualify to do business in the State of Rhode Island, immediately after the award of the contract.
- C. The successful bidder must provide proof of liability and worker's compensation insurance coverage in the aggregate minimum amount as specified herein. Such proof of insurance must specify the Town of Westerly as additionally insured and as certificate holder.

10.00 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. The Bidder must agree to commence Work on or before the date specified in the written Notice to Proceed of the Owner, and to fully complete the Project within **245** consecutive calendar days. The Bidder must agree also to pay as liquidated damages, the sum of **\$1,500.00** for each consecutive calendar day thereafter as hereinafter provided in the Contract and General Conditions.

END OF DOCUMENT

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SECTION 00210

SECTION 00210

SUPPLEMENTARY INSTRUCTION TO BIDDERS

1. AWARD & CONTRACT
2. CONDITION OF WORK
3. INFORMATION SUPPLIED TO BIDDERS
4. METHOD OF AWARD
5. EXECUTION OF THE AGREEMENT
6. NOTICE TO PROCEED
7. POWER OF ATTORNEY
8. UNCERTAINTY OF QUANTITIES
9. ITEMS NOT LISTED IN THE BID
10. BALANCED BIDDING
11. NOTICE OF SPECIAL CONDITIONS
12. JOB CONDITIONS
13. PRECONSTRUCTION CONFERENCE

SUPPLEMENTARY INSTRUCTION TO BIDDERS

ARTICLE 1: AWARD AND CONTRACT

Unless otherwise specified, the Town of Westerly reserves the right to make award by item or items, or by total, as may be in the best interest of the Town of Westerly.

ARTICLE 2: CONDITION OF WORK

Insofar as possible, the CONTRACTOR, in carrying out his Work, must employ such methods or means as will not cause any interruption of or interference with traffic, with the use of existing facilities and utilities, with the use of municipally or State or privately owned lands or with the Work being performed by others. The CONTRACTOR must satisfy himself by his own investigation and research as to the nature and location of the Work, the general and local conditions, including, but not restricted to those bearing upon the transportation, disposal, handling and storage of materials, water, electric power, roads, means of access, the construction and making of connections of the Work to existing facilities and utilities, or other similar conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, requirements of owners and controlling authorities having jurisdiction over the various lands, existing structures, facilities and utilities, and all other conditions affecting the Work to be done and labor and materials needed.

ARTICLE 3: INFORMATION SUPPLIED TO BIDDERS

The OWNER shall provide to bidders prior to bidding all information, which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from any officer, agent, or employee of the OWNER or any other person shall not affect the risks of obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

ARTICLE 4: METHOD OF AWARD

If, at the time this Contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the OWNER as available to finance the Contract, the Contract may be awarded on the base bid. If such bid exceeds such amount, the OWNER expressly reserves the right to increase or decrease any class, item, or part of the Work, and this reservation includes the omission of any such item, items, class or part of the Work as may be decided by the OWNER at the unit prices submitted by the bidder to bring the Contract within available funds; or the OWNER may reject all bids.

ARTICLE 5: EXECUTION OF THE AGREEMENT

A Contract in the form set forth hereinafter will be required to be executed by the successful bidder and the OWNER. The attention of all bidders, therefore, is called to the form of the Agreement and the provisions thereof. The party to whom the Contract is awarded will be required to obtain the performance bond and payment bond within ten (10) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. The CONTRACTOR shall furnish a Performance Bond and a Payment Labor and Material Bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the OWNER, as security for faithful performance of Contract.

The Town Manager (with Town Council Resolution approval) shall within five (5) days of receipt of an acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice by withdrawal shall be effective upon receipt of the notice by the OWNER.

ARTICLE 6: NOTICE TO PROCEED

The Notice to Proceed shall be issued within five (5) days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the Notice to Proceed has not been issued within the five (5) day period or within the periods mutually agreed upon, the CONTRACTOR may terminate the agreement without further liability on the part of either party.

ARTICLE 7: POWER OF ATTORNEY

Attorney-in-fact who sign bid bonds or Contract bonds must file with each bond a certified an effectively dated copy of their power of attorney.

ARTICLE 8: UNCERTAINTY OF QUANTITIES

The quantities listed in the bid (proposal) are approximate and are given only for use in comparing bids and to indicate approximately the total amount of the Contract; and the OWNER does not expressly or by implication represent that the actual amounts of Work will even approximately correspond therewith, but does call particular attention to the uncertainty of the quantities of the Work involved, which cannot be predicted in advance. The Work under certain items may be materially greater or less than that given in the bid, as may be necessary in the judgment of the Owner to complete the Work contemplated in the Contract.

Under the Contract, the OWNER reserves the right to increase or decrease the approximate quantities for, or to omit entirely, any of the items as listed in the bid. Only such quantities of the respective items of work actually performed and accepted will be paid for. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

ARTICLE 9: ITEMS NOT LISTED IN THE BID

Appurtenant items of Work shown on the Drawings or specified or required to complete the Work, but not listed separately under the list of items in the bid, shall be included in the cost of payment under the various applicable bid items. It shall be the responsibility of the CONTRACTOR to verify any missing or incomplete items.

ARTICLE 10: BALANCED BIDDING

Minus bidding on any item or items of the Specification is prohibited. Bids should be made on each separate item of Work shown in the bid (proposal) with reasonable relation to the probable cost of doing the Work included in such item, and the right is reserved to reject wholly any bid in case any item or items thereof are obviously unbalanced or appear to the OWNER to be so unbalanced as to affect or to be liable to affect adversely any interest of the OWNER. The attention of the bidder is called to the fact that unbalancing of bids may adversely affect the CONTRACTOR, if certain portions of the Work are increased or decreased as provided in the Contract Documents.

ARTICLE 11: NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:

- a. inspection and testing of materials,
- b. insurance requirements and wage rates,
- c. worker safety and environmental protection,
- d. interpretation of Drawings and Specifications,
- e. disposal of hazardous wastes and / or materials.

ARTICLE 12: JOB CONDITIONS

- a. The bidder is advised that free vehicular and pedestrian access must be maintained to the major streets. The method of construction must be therefore compatible with this requirement of free access.

ARTICLE 13: PRECONSTRUCTION CONFERENCE

The CONTRACTOR shall be prepared to attend a pre-construction conference scheduled by the OWNER after award of the Contract, but prior to the actual commencement of Work at the site. The main item of discussion will be the CONTRACTORS construction schedule, proposed Superintendent, Site Safety Inspection, etc...

INFORMATION AVAILABLE TO BIDDERS

SECTION 00300

SECTION 00300

INFORMATION AVAILABLE TO BIDDERS

1.00 GENERAL

1.01 PERMITS

- A. The Owner has made the relevant plans and specifications available to the Rhode Island Department of Transportation prior to bidding. The utility permit associated with work within the state highway right of way as required by the Rhode Island Department of Transportation is included in this contract. It is the responsibility of the contractor to coordinate and arrange for all inspection of the work as may be necessary by this agency.
- B. These permits / approvals and the provisions contained therein shall become part of the Contract Documents.
- C. In the event that provisions in these permits / approvals vary significantly from the project plans or specifications, Contractor shall notify Engineer in writing as to these differences. Significant variations in the project shall be handled through project change order.
- D. Contractor shall be responsible for proper and timely procurement of all local and state construction licenses, fees, permits, taxes or any such items necessary for completion of the project; the costs of which shall be included in the Contractor's bid price.

1.02 LAYOUT OF WORK

- A. Base of vertical levels for project is as indicated on plans.
- B. Horizontal and vertical layout of drainage piping shall be performed by Contractor in the field and approved by Owner and shall be premised upon the contract plans and existing features to remain. Contractor shall field verify locations of existing features and utilize this information in marking out the proposal piping layout for acceptance.
- C. Contractor shall provide a suitable, clear, and leveled staging area within or adjacent to the project area. The Town of Westerly will provide a limited staging area for the contractor at 116 Canal Street. Contractor shall make other provisions for additional staging locations at his/her own expense and coordination.

END OF DOCUMENT

MEASUREMENT AND PAYMENT

SECTION 00400

1. PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Measurement and payment criteria applicable to the Work performed under a unit price and/or lump sum payment method of items listed in the Bid.

B. Related Sections:

1. Section 00410 – Bid Form.
2. Section 00430 – Supplements to Bid Form.
3. Section 00500 – Agreement.

1.2 UNIT QUANTITIES SPECIFIED

A. Quantities and measurements indicated in Section 00410 are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit price contracted.

1.3 MEASUREMENT OF QUANTITIES

A. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

B. Measurement by Area: Measured by square dimension using mean length and width or radius.

C. Linear Measurement: Measured by linear dimension, along the horizontal projection of the centerline or mean chord.

D. At appropriate points in this text, specifications are given with respect to measuring or estimating certain quantities and the sums due for the same. Except as otherwise provided, the Engineer shall determine the appropriate method for measuring and computing each quantity, and for estimating the sums due for the various kinds of work and material, using such methods, tools and degrees of precision as are suitable for the particular measurement, item or computation. When so requested by the Engineer, assistance in measuring or determining quantities, shall be provided by furnishing the help of unskilled laborers on the site, by furnishing copies of invoices, or by other means.

E. For estimating quantities in which the computations of areas by analytic and geometric methods would be laborious, as determined by the Engineer, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas and may be used for this purpose.

1.4 UNIT PRICES

- A. Payment will be computed on the basis of the unit price bid in Section 00410 for each item and the quantity of units completed. Unit prices are to include cost of all necessary materials, labor, equipment, overhead, profit and other applicable costs. (See Par. 1.6, A this Section.). All unit prices listed in the Bid Form by the Contractor shall contain accurate unit costs to obtain balanced bids.
- B. The Owner reserves the right to increase or decrease the scope of the Contract work by up to **25 percent** of the original scope, without changing the unit price bid.

1.5 LUMP SUM PRICES

- A. Payment will be computed on the basis of the percentage of work completed on each item in the contract Bid as determined by the Engineer. Lump sum prices are to include the cost of all necessary materials, labor, equipment, overhead, profit, bond and other applicable costs. (See Par. 1.6, A this Section).
- B. The Contractor's breakdown of the lump sum bid will be used only as a guide to determine the percentage of completion.

1.6 PRICES INCLUDE

- A. The prices stated in the Proposal include full compensation not only for furnishing all the labor, equipment and material needed for, and for performing the work and building the structures contemplated by the Contract, but also for assuming all risks of any kind for expenses arising by reason of the nature of the soil, ground water, or the action of the elements; for all excavation and backfilling; for the removal of and delay or damage occasioned by trees, stumps, tracks, pipes, ducts, timber, masonry or other obstacles; for removing, protecting, repairing, or restoring, without cost to the Owner, all pipes, ducts, drains, sewers, culverts, conduits, curbs, gutters, walks, fences, tracks, or other obstacles, road pavements and other ground surfacing whether shown on plans or not for draining, damming, pumping or otherwise handling and removing, without damage to the work or to other parties, and without needless nuisance, all water or sewage from whatever source which might affect the work or its progress, or be encountered in excavations made for the work; for furnishing, inserting and removing all sheeting, shoring, staging, cofferdams, etc.; for all signs, fencing, lighting, watching, guarding, temporary surfacing, bridging, snow removal, etc., necessary to maintain and protect travel on streets, walks and private ways; for making all provisions necessary to maintain and protect buildings, fences, poles, trees, structures, pipes, ducts and other public or private property affected or endangered by the work; for the repair or replacement of such things if injured by neglect of such provisions for removing all surplus or rejected materials as may be directed; for replacing, repairing and maintaining the surfaces of streets, highways, public and private lands if and where disturbed by work performed under the Contract or by negligence in the performance of work under the

Contract; for furnishing the requisite filling materials in case of any deficiency or lack of suitable materials; for obtaining all permits and licenses and complying with the requirements thereof, including the cost of furnishing any security needed in connection therewith; for any and all expense on account of the use of any patented device or process; for protection against inclement or cold weather; for all expenses incurred by or on account of the suspension; interruption or discontinuance of work; for the cost of the surety bond and adequate insurance; for all taxes, fees, union dues, etc., for which the Contractor may be or become liable, arising out of his operations incidental to the Contract; equipment on the site and away there-from; for providing a field office and its appurtenances and for all general and incidental expenses; for tools, implements and equipment required to build and put into good working order all work contemplated by the Contract; for maintaining and guaranteeing the same as provided; and for fulfilling all obligations assumed by the Contractor under the Contract and its related documents.

- B. The Owner shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and for all risks and obligations undertaken by the Contractor under and as required by the Contract.
- C. The prices for those items which involve excavation shall include compensation for disposal of surplus excavated material and handling water, including, but not limited to, deep wells, well points and all means and methods.
- D. In all items involving excavation, the price shall be based on doing the entire excavation in earth. Where rock is encountered, the price for rock excavation shall be considered separate to the cost of earth excavation.
- E. The prices for all pipe items (i.e. sewers, water, service connections, drains, etc.) shall constitute full compensation for furnishing, laying, jointing and testing; earth excavation, backfill and compaction; dewatering; and cleaning up.

1.7 PAYMENT

- A. In general, payment will be made for all Contract work satisfactorily completed through the end of the previous month. The payment will include any additional work which has been completed and approved and change order work agreed upon by the Owner and Contractor which has been completed and approved.
- B. Each application for payment will indicate the total of a minimum **5 percent** retainage held by the Owner on the total of all work completed under the contract and approved for payment to-date.

- C. Monthly applications for payment may also indicate reduction or increase of the total Contract price when an approved change order results in a net reduction or net increase in the cost and quantity of work to be performed under the Contract.
- D. Special billings and charges against the Contract as credit or payment to the Owner, that are not for change order work, may be subtracted from monies due on any monthly application for payment but shall not serve to reduce the total Contract price.
- E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for work which is incorporated in or made necessary by the Work.

201.0302 CUTTING AND DISPOSING ISOLATED TREES AND STUMPS

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 201** and the following:

This work shall consist of mechanical or manual removal of existing tree stumps and associated roots and, as needed, placement of gravel borrow in the resulting hole to allow for the installation of retaining walls and sidewalks as shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) stump actually removed at locations shown on the Plans or as directed by the Engineer. The price so stated constitutes full and complete compensation for all labor, materials, and equipment, removal and disposal, and all other incidentals required to finish the work, complete and accepted by the Engineer.

201.0402 REMOVE AND DISPOSE CONCRETE CURB

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 201** and the following:

This work consists of removing and disposing existing concrete curbing, including the removal and disposal of the existing pavement and curb lock (if necessary) at the locations indicated on the plans or specified by the Engineer.

This work also includes the removal, stockpiling, and resetting of existing Narragansett Bay Commission (NBC) medallions. The contractor shall remove each plaque without cutting, scratching, denting, bending or otherwise damaging it. The contractor shall reset the medallion in the surface of the new curb at its same location or one chosen by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Linear Foot (LF) of curbing removed and disposed of. The prices so-stated constitute full and complete compensation for all labor, materials, and equipment, including removal and disposal of existing pavement structure, excavation for removal, all handling, hauling and the legal disposal of all sections, trimming and fine grading, compacting, and all other incidentals required to finish the work, complete in place and accepted by the Engineer.

201.0403 REMOVE AND DISPOSE SIDEWALKS

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 201** and the following:

This work consists of removing and disposing existing sidewalks and concrete driveway aprons at the locations indicated on the plans or specified by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Square Yard (SY) of sidewalk removed and disposed. The prices so stated constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete in place and accepted by the Engineer.

201.0409 REMOVE AND DISPOSE FLEXIBLE PAVEMENT

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 201** and the following:

This work shall consist of removal and disposal of existing asphalt driveway aprons as shown on the plan set or as directed by the Engineer. This work shall also include the removal of temporary pavement patch placed in existing sidewalk areas atop trench backfill, as necessary.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Square Yard (SY) of flexible pavement removed and disposed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

201.0410 REMOVE AND DISPOSE CATCH BASIN

201.0411 REMOVE AND DISPOSE CATCH BASIN AND GUTTER INLETS

201.0412 REMOVE AND DISPOSE MANHOLES

201.0422 REMOVE AND DISPOSE DROP INLET

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 201** and the following:

This work shall consist of removal and disposal of existing catch basins, catch basins with gutter inlets, manholes and drop inlets as shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) catch basin removed and legally disposed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

201.0414 REMOVE AND DISPOSE PIPE – ALL SIZES

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 201** and the following:

This work shall consist of removal and disposal of existing pipes as shown on the Plans or as directed by the Engineer. In instances where pipe extends beyond the ROW, pipes shall be removed to the ROW and capped, as necessary.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per linear feet (LF) of pipe removed and legally disposed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

201.0421 REMOVE AND DISPOSE BITUMINOUS CURB

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 201** and the following:

This work shall consist of removal and disposal of existing bituminous curb as shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per linear feet (LF) of bituminous curb removed and legally disposed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

201.0424 REMOVE AND DISPOSE RETAINING WALL

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 201** and the following:

This work shall consist of removal and disposal of existing stone and concrete (including reinforcement) retaining walls as shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Cubic Yard (CY) of retaining wall removed and legally disposed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

201.0428 REMOVE AND DISPOSE FRAME AND GRATE OR FRAME AND COVER

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 201** and the following:

This work shall consist of removal and disposal of existing frames and covers, and frames and grates as shown on the plan set or as directed by the Engineer. All removed covers shall be provided to the Town of Westerly Department of Public Works at 35 Larry Hirsch Lane.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) frame and cover or frame and grate removed and legally disposed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

201.0450 REMOVE AND STOCKPILE ON-SITE GRANITE CURB

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 201** and the following:

This work shall consist of removal and stockpiling of existing granite curb returns shown on the Plans or as directed by the Engineer. Granite returns shall be delivered to the **Town of Westerly Public Works Department at 35 Larry Hirsch Ln, Westerly, RI 02891.**

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per linear feet (LF) of granite curb removed and stockpiled. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

201.0610 REMOVE AND DISPOSE DIRECTIONAL, WARNING, REGULATORY, SERVICE AND STREET SIGNS

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 201** and the following:

This work shall consist of removal and disposal of existing directional signs as shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) directional signs removed and legally disposed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

201.9901 REMOVE, STOCKPILE, AND RESET STONE COLUMNS

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 201** and the following:

This work shall consist of removal, stockpiling, and resetting of existing stone columns as shown on the Plans or as directed by the Engineer. The columns shall be protected from damage. Columns damaged by the Contractor's operations shall be replaced in-kind at no additional cost to the Town.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) stone column removed, stockpiled, and reset. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

201.9902 REMOVE AND DISPOSE CULVERT

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 201** and the following:

This work shall consist of removal and disposal of the existing culvert running below the intersection of School Street and Elm Street as well as below the northern sidewalk of School Street east of the intersection as shown on the Plans or as directed by the Engineer. The trench area shall be backfilled with gravel borrow. Sensitivity shall be taken by the contractor in removing the culvert in the area of existing utilities. If directed by the Engineer, short sections, particularly near the center of the intersection, may be filled in place without removal of that section of culvert.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per linear feet (LF) of culvert removed and legally disposed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer, with the exception of gravel borrow, which shall be paid for separately under the respective bid item.

202.0100 EARTH EXCAVATION

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 202** and the following:

The total amount of earth excavation is to be determined in the field by the Engineer. The Contractor is responsible to dispose excess material.

The work shall include the excavation of the existing grass strips, as shown on the Plans. Additionally, if, in the opinion of the Engineer, the material at or below normal grade for the bottom of reclaimed excavation and sidewalks are unsuitable for foundation, it shall be removed to such depths and widths within the limits of payment as directed by the Engineer.

The excavated area shall be backfilled with reclaimed gravel material first in lieu of gravel borrow sub-base. Additional gravel borrow subbase, if needed, will be paid for separately under the respective bid item.

The Contractor will not be reimbursed for over-excavation that has not been ordered by the Engineer. The Contractor shall backfill any such over-excavated areas in accordance with the specifications, at no additional cost to the owner. Unclassified excavation material will become the property of the contractor and will be disposed of legally offsite.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Cubic Yard (CY) of material actually excavated in the field. The price so stated constitute full and complete compensation for all labor, materials, and equipment, including excavation and backfill within the prescribed limits approved by the engineer, disposal of surplus materials, preparation of subgrade and shoulders, and all other incidentals required to finish the work, complete and accepted by the Engineer.

202.0800 GRAVEL BORROW SUBBASE COURSE

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 202** and the following:

This work shall consist of placing gravel borrow under sidewalks as needed. The amount of gravel borrow is to be determined in the field by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Cubic Yard (CY) of material actually placed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, including trimming and fine grading, backfill, compaction, and all other incidentals required to finish the work, complete and accepted by the Engineer.

203.0100 STRUCTURAL EXCAVATION EARTH

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 203** and the following:

This work shall consist of removal and disposal of Earth as defined in Section 203.01.1 of the RIDOT Standard Specifications. as shown on the Plans and as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Cubic Yard (CY) of Earth removed. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment, including dewatering, removal within the prescribed limits approved by the Engineer, backfilling and disposal of surplus material, and all other incidentals required to finish the work, complete and accepted by the Engineer.

203.0600 FILL GRAVEL BORROW UNDER STRUCTURES

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 203** and the following:

This work shall consist of the materials and installation of Gravel Borrow as shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Cubic Yard (CY) of Gravel Borrow actually installed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

203.0700 PERVIOUS FILL

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 203** and the following:

This work shall consist of the materials and installation of Pervious Fill as shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Cubic Yard (CY) of Pervious Fill actually installed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

204.0100 TRIMMING AND FINE GRADING

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 204** and the following:

This work shall consist of the materials and labor associated with trimming and fine grading as shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Square Yards (SY) of trimming and fine grading. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

205.0240 TRENCH ROCK EXCAVATION (0-7')

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 205** and the following:

This work shall consist of removal and disposal of ledge as needed and as directed by the Engineer. Pavement cores, borings and preliminary test pits performed do not indicate the presence of ledge; however, the Town is aware it is generally present in the area. Proposed drainage pipes that are not located in or near existing trenches may encounter ledge, particularly the pipes proposed across the Elm Street intersection.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per cubic yard (CY) of ledge removed. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment, including dewatering, removal within the prescribed limits approved by the Engineer, backfilling and disposal of surplus material, and all other incidentals required to finish the work, complete and accepted by the Engineer.

206.0301 COMPOST FILTER SOCK

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 206** and the following:

This work shall consist of placing and removing a continuous compost filter sock barrier on down-grades and as directed by the Engineer designed to prevent sediment buildup beyond the work area.

Construction Methods:

Upon the completion of work, the compost filter socks shall be removed.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Linear Foot (LF) of filter sock installed in place and approved. The price so stated constitutes full and complete compensation for all labor, equipment and materials, including maintenance and replacement of damaged filter sock, the subsequent removal, and all other incidentals required to finish the work, complete and accepted by the Engineer.

209.9901 CATCH BASIN INLET SEDIMENT CONTROL DEVICES

This work consists of the furnishing, installation, maintenance, and removal of a reusable fabric bag to be installed in drainage structures for the prevention of silt and sediment from the construction site from entering the stormwater collection system. The "Inlet Sediment Control Device" shall be constructed in reasonably close conformity with the dimensions and details indicated on the Plans or as directed by the Engineer, all in accordance with these Specifications. These cone-shaped bags are designed to fit into the storm drain under the grate; made from a high strength, high flow, woven geotextile.

Materials:

All materials shall be manufactured from a woven polypropylene fabric that meets or exceeds the following specifications:

<u>Properties:</u>	<u>Test Methods:</u>	<u>Units:</u>
Grab Tensile Strength	ASTM D-4632	265 lbs.
Grab Tensile Elongation	ASTM D-4632	20%
Puncture	ASTM D-4833	135 lbs.
Mullen Burst	ASTM D-3786	420 psi.
Trapezoid Tear	ASTM D-4533	45 lbs.

UV Resistance	ASTM D-4355	90%
Apparent Opening Size	ASTM D-4751	20 US Sieve
Flow Rate	ASTM D-4491	200 gal/min/sq. ft.
Permittivity	ASTM D-4491	1.5 sec ⁻¹

Construction Methods:

“Inlet Sediment Control Device” shall be as manufactured to fit the opening of the drainage structure under regular flow conditions and shall be mounted under the grate. The insert shall be secured from the surface such that the grate can be removed without the insert discharging into the structure. The filter material shall be installed and maintained in accordance with the manufacturer’s recommendation. The product shall be approved by the Engineer prior to the commencement of any drainage or roadway construction.

“Inlet Sediment Control Device” shall remain in place until the placement of the pavement overlay and top course and the graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric will become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of Inlet Sediment Control Device after each rainstorm and during major rain events. Inlet Sediment Control Device shall be cleaned periodically to remove and dispose of accumulated debris as required. Silt sacks, which become damaged during construction operations, shall be repaired, or replaced immediately at no additional cost to the Town.

The Contractor shall clean all catch basins prior to the installation and after the removal of the “Inlet Sediment Control Device”.

When emptying the Inlet Sediment Control Device, the contractor shall take all due care to prevent sediment from entering the structure. Any silt or other debris found in the drainage system at the end of construction shall be removed at the Contractors expense. The silt and sediment from the silt sack shall be legally disposed of offsite. Under no condition shall silt and sediment from the insert be deposited on site and used in construction.

All curb openings shall be blocked to prevent stormwater from bypassing the device.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) bag set in place and approved. The price so stated constitutes full and complete compensation for all labor, equipment and materials, including maintenance and replacement of and washed away, the subsequent removal of bags, cleaning of catch basins, and all other incidentals required to finish the work, complete and accepted by the Engineer.

212.2100 CLEANING AND MAINTENANCE OF EROSION POLLUTION CONTROLS

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 212** and the following:

This work shall consist of the maintenance and cleaning of erosion and pollution control facilities as directed by the Engineer.

Other Requirements

Failure to Maintain Erosion and Pollution Controls:

RIDOT Standard Specification **Subsection 212.03.3; Failure to Maintain Erosion and Pollution Controls** of the Standard Specifications requires that a charge be deducted from monies due to the Contractor in the event that the Engineer decides that the erosion and pollution controls are not in place or have not been adequately maintained.

The Contractor shall be held responsible for any and all cost associated with fines and clean up activities over and above the penalty assessed herein resulting from contract failure in this regard

For the first violation the charge for this contract will be \$1,000.00 per day
For the second violation the charge for this contract will be \$5,000.00 per day

For the third violation the charge for this contract will be \$10,000.00 per day

All work under this item will be measured for payment per Lump Sum (LS). The price so stated constitutes full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

401.2100 MODIFIED CLASS 12.5 HMA
401.3000 CLASS 9.5 HMA
401.3003 CLASS 9.5 HMA FOR PATCHING

Hot Mix Asphalt Pavement Class 9.5 and Modified Class 12.5 shall conform to the relevant sections of the RIDOT Standard Specifications **Section 401** and the following:

Full Depth Reclamation

Class 9.5 HMA Surface Course – Two (2) inches
Modified Class 12.5 HMA Base Course – Two (2) inches
Asphalt Emulsion Tack Coat between HMA layers

Micromill and Overlay – Main Street

Class 9.5 HMA Surface Course- Two (2) inches

Micromill and Overlay – Granite Street

Modified Class 12.5 HMA Surface Course- Two (2) inches

Trench Patching/Driveway Pavement

Class 9.5 HMA – Three (3) inches
Asphalt Emulsion Tack Coat between HMA layers

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per number of Tons (Ton) of HMA measured in place including roadway surface and driveways. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment, including placement, rolling,

compaction, restoring any gravel base course, cleaning and sweeping the pavement, disposal of any excess material, hand work, if required and all other incidentals required to finish the work, complete and accepted by the Engineer.

403.0300 ASPHALT EMULSION TACK COAT

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 403** and the following:

This work consists of furnishing, delivering, and placing a liquid asphalt tack coat on bituminous concrete prior to the placement of a bituminous concrete overlay, all in accordance with these Specifications as depicted upon the plan set or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Square Yard (SY) of tack coat placed. The price so stated constitutes full and complete compensation for all labor, materials, and equipment, including cleaning and sweeping of pavement and all other incidentals required to finish the work, complete and accepted by the Engineer.

406.9901 FULL DEPTH PAVEMENT RECLAMATION W/CALCIUM CHLORIDE

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 406** and the following:

This work consists of the rehabilitation of an existing pavement structure into a processed asphalt stabilized base (reclaimed) course. The existing asphalt pavement structure is to be pulverized to a minimum of 10 (ten) inches and mixed with an equal amount of gravel base existing in the roadway foundation. This pulverized asphalt pavement and gravel is to be sprayed with calcium chloride, processed, reshaped, rolled, compacted and fine graded to the cross-sections and/or grades indicated on the Plans or as directed by the Engineer all in accordance with these Specifications.

As part of the work and prior to beginning the reclamation process, the Contractor shall verify the existing survey grades at key grade points and reestablish new benchmarks for construction layout. Proposed roadway pavement widths should match the Plans. The survey for construction layout shall include the proposed grade layout sufficient to accurately establish the proposed finished surface grades within the limits of the new pavement area. The Contractor shall construct the new pavement to match the existing grade and make the necessary adjustments, if needed to ensure positive drainage to existing and proposed catch basins or inlets, maintain a positive slope away from the buildings and entranceways, and meet and match existing pavement surface as shown.

Any excess material shall be stockpiled on-site for possible reuse in lieu of gravel borrow sub-base where new pavement areas are to be constructed, or in areas where unsuitable material has been removed and as directed by the Engineer. All excess materials to be temporarily stockpiled on site shall be protected to control both erosion and dust at all times. Any excess remaining material that will not be needed for the construction of the pavement and sidewalk areas will then be considered surplus and will become the property of the Contractor. The hauling of the excess material shall be considered incidental to pavement reclamation operations.

Materials:

1. Reclaimed Base

The processed asphalt base material shall conform to the following gradation:

<u>Sieve Designation</u>	<u>% Passing by Weight</u>
3"	90 – 100
1-1/2"	55 – 90
# 200	2 – 15

The maximum dimension of any stone, rock, or cobble shall be not more than 2 inches. The maximum dimension of any piece of asphalt material shall be not more than 1-1/2 inches.

The method used shall ensure that the entire mass of material shall be uniformly graded to these specifications. If additional fines are required, the Contractor may be directed to add materials directly from the existing roadway base with the approval of the Engineer, but pulverized pavement and gravel fines must be crushed and mixed together.

2. Liquid Calcium Chloride

The calcium chloride solution shall be provided by the manufacturer as a true solution and shall not be reconstituted from flake calcium chloride. The calcium shall meet AASHTO M 144 and as follows:

Calcium Chloride	35% ±1%
Alkali Chloride as NaCl	2% Maximum
Magnesium as MgCl	0.1 Maximum

Construction Methods:

1. Equipment

a. Reclaimer

Reclamation will be by means of a traveling rotary reclaimer or equivalent machine capable of cutting through existing asphalt and gravel at depths up to **16 inches** with one pass and which can effectively pulverize, crush, mix and blend the recyclable materials to form a homogeneous mixture of processed base material which will bond together when compacted. The machine shall be self-propelled and equipped with an adjustable grading blade to leave its path generally smooth for traffic.

The machine should be capable of pulverizing varying depths of asphalt and may need to keep raising and lowering the depth of cut to avoid rock and ledge. If ledge rock is encountered directly underneath the existing pavement, the Contractor shall immediately coordinate with the Engineer. The existing pavement may be removed using a gradall excavator or equal with pavement removal bucket. Isolated bolder/rocks may be removed; however, continuous section of rock ledge may remain in place. A minimum 6" of well graded reclaimed material shall be placed over the ledge and as directed by the Engineer.

b. Calcium Pressure Distributor

The distributor for the calcium chloride shall be capable of applying liquid calcium chloride in measured quantities at any rate between 0.1 to 2.0 gallons per square yard of roadway surface, at any length of spray bar up to 20 feet. The distributor shall be capable of maintaining a uniform rate of distribution of material regardless of change in grade, width, or direction of the road. The distributor shall be equipped with a digital volumetric accumulator meter capable of measuring gallons applied and distance traveled. The volume and measuring device shall be equipped with a power unit for the pump so that the application is by pressure, not gravity.

The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of material throughout the entire length of the spray bar at all times while operating and shall be adjustable laterally and vertically. The spray shall completely cover the roadway surface receiving treatment.

c. Rollers

At least one vibratory roller shall be used and shall have a compacting width of not less than 5 feet. Each roller shall have a gross weight of not less than 15 tons.

d. Grader

A motorized grader shall be used for shaping and finishing the surface of the reclaimed base, as approved by the Engineer.

It is the responsibility of the Contractor to ensure that the equipment/construction methods they intend to use are capable of complying with project specifications.

2. Procedure

Prior to the actual reclaiming of the roadway, Contractor shall be responsible for determining the existing grade, setting side stakes at fifty (50) foot intervals, beginning from Station 0+00, on all the roads to be reclaimed. All grade stakes and field Engineering are the responsibility of the Contractor. Stakes shall be set and maintained on both sides of the road.

Drop inlets or catch basins that might be affected shall be sufficiently barricaded to prevent reclaimed subbase material, silt, or runoff from plugging the drainage system. Existing casting adjustments if needed to accommodate truck and construction equipment loadings shall be removed and reset as noted: The Contractor shall remove and store existing castings (e.g. frame and covers, frame and grates, and gate boxes) from structures. Masonry shall be removed as required to allow for the placement of a steel plate over each structure, the undisturbed plate being at least 10 inches below the proposed finished grade of the reclaimed roadway. The steel plate shall overhang the structure opening by a minimum of twelve (12) inches on all sides of adequate strength to accommodate truck and construction equipment loadings. Following pulverization, grading and compaction, the Contractor will raise the castings from structures to the proposed grades and lines. **The removal and resetting of existing castings, if required, shall be considered incidental to pavement reclamation operations.**

Reclamation should stop ten (10) feet from shallow drainage pipes that could fail or collapse when reclaimed. The existing asphalt pavement over the pipe shall be removed and paid for under the appropriate bid item(s).

Contractor shall confirm existing underground utility depth locations prior to reclamation. The Contractor will be responsible for damage to existing underground utilities and castings resulting from this operation unless such castings (e.g. water and gas gates, drainage and sewer covers) have previously been paved over and are therefore not visible on surface.

The existing asphalt pavement shall be pulverized and mixed in-situ with the uppermost portion of the underlying gravel base layer in a 1 to 1 ratio or as approved by the Engineer.

The pulverization shall blend the asphalt and base material into a homogeneous mixture. After pulverization, one application of calcium chloride solution shall be applied at a rate of 0.75 gallons (minimum) per square yard to the reclaimed base. The reclaimed base shall then be repulverized and re-mixed to ensure complete blending of pulverized asphalt material, underlying gravel, additional material if any, and calcium chloride throughout its depth.

The reclaimed base shall be shaped and graded to the lines and elevations as set by Contractor to match the existing grades or as directed by the Engineer. Contractor shall be responsible for re-establishing the centerline, plotting a road profile in close conformity to the existing profile of the road. The limits of the reclamation shall be as indicated on the plans or as directed by the Engineer.

The restored cross section shall be thoroughly compacted to a uniform density of not less than 95% of maximum density as determined by AASHTO T180, Method D.

The finished reclaimed base course will be tested for smoothness and accuracy of grade. Any portions found to lack required smoothness or accuracy shall be scarified, reshaped, compacted, and otherwise manipulated until the required smoothness lines and grades are obtained.

The finished reclaimed base course surface shall receive an application of calcium chloride solution at a rate of 0.25 gallons (minimum) per square yard after final compaction and grading.

The work shall be constructed on no more than one-half the roadway at any time to allow for passage of through traffic unless approved by the Engineer. Access to the property and access to the building(s) within the project limits is to be provided at all times. Maintenance and protection of traffic, dust control and daily clean-up throughout the project area shall be the responsibility of the Contractor.

Sufficient surface drainage must be provided for each stage of construction so that ponding does not occur on the reclaimed sub-base course prior to the placement of the HMA surface.

The transverse lines of the work as well as adjacent roadways, side streets, driveways, walkways, and pavement areas to remain or resurfaced shall be cut and matched.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Square Yard (SY) of pavement actually reclaimed and measured on-site. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment, including obtaining existing survey grades and proposed layout, adjusting castings, scarifying, mixing, pulverizing, spreading, spraying liquid calcium, reshaping, trimming and fine regrading, rolling, compacting, any excavation, loading, hauling or other handling of recyclable materials, the movement of surplus asphalt stabilized base material from one location to another within the project limits, all material, placement and subsequent removal of temporary covers and structures, and all other incidentals required to finish the work, complete and accepted by the Engineer.

601.0300 CLASS A PORTLAND CEMENT CONCRETE

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 601** and the following:

This work consists of installing Class A Portland Cement Concrete curb lock along all granite curb, transition curb, and wheelchair ramp curb in accordance with RIDOT standard detail 7.6.0.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Cubic Yard (CY) of Portland Concrete poured. The price so stated constitutes full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

701.0412 REINFORCED CONCRETE PIPE M 170 CLASS III 12 INCH

701.0415 REINFORCED CONCRETE PIPE M 170 CLASS III 15 INCH

701.0418 REINFORCED CONCRETE PIPE M 170 CLASS III 18 INCH

701.0424 REINFORCED CONCRETE PIPE M 170 CLASS III 24 INCH

701.0430 REINFORCED CONCRETE PIPE M 170 CLASS III 30 INCH

701.5312 12 INCH DUCTILE IRON WATER PIPE CLASS 52. PUSH-ON JOINT

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 701** and the following:

This work shall consist of furnishing and installing reinforced concrete or ductile iron pipe at locations shown on the Plans or as directed by the Engineer.

Trenches for drainpipe installation, all types, and sizes, shall be backfilled at the end of each day and paved with temporary patch prior to each weekend and holiday.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per linear feet (LF) reinforced concrete or ductile iron pipe furnished and installed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment for providing said assemblies, and all other incidentals required to finish the work, complete and accepted by the Engineer.

702.0516 FRAME AND GRATE STD 6.3.4

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 702** and the following:

This work shall consist of furnishing and installing high capacity, bicycle safe frames and grates at locations shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) frame and grate furnished and installed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment for providing said assemblies, and all other incidentals required to finish the work, complete and accepted by the Engineer.

702.0521 FRAME AND COVER STD 6.2.0

702.0522 FRAME AND COVER STD 6.2.1

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 702** and the following:

This work shall consist of furnishing and installing frames and covers at locations shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) frame and cover furnished and installed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment for providing said assemblies, and all other incidentals required to finish the work, complete and accepted by the Engineer.

702.0541 GRANITE INLET STONE 38" STD 7.3.6

702.0543 GRANITE INLET STONE 38" STD 7.3.8

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 702** and the following:

This work shall consist of furnishing and installing 38-inch granite inlet stones at locations shown on the plan set or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) inlet stone actually furnished and installed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment including excavation, backfilling trimming, and fine grading, compacting, and all other incidentals required to finish the work, complete and accepted by the Engineer.

702.0605 PRECAST CATCH BASIN 4' DIAMETER STD 4.4.0

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 702** and the following:

This work shall consist of furnishing and installing a new 4-foot precast catch basin at each location shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) precast catch basin assembly furnished and installed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment for providing said assemblies, and all other incidentals required to finish the work, complete and accepted by the Engineer.

702.0630 PRECAST MANHOLE 4' DIAMETER STANDARD 4.2.0

702.0635 PRECAST MANHOLE 5' DIAMETER STANDARD 4.2.1

702.0640 PRECAST MANHOLE 6' DIAMETER STANDARD 4.2.2

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 702** and the following:

This work shall consist of furnishing and installing a new precast manhole at the sizes and locations shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) precast manhole assembly furnished and installed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment for providing said assemblies, and all other incidentals required to finish the work, complete and accepted by the Engineer.

702.0705 CATCH BASIN WITH GUTTER INLET STD 3.4.1

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 702** and the following:

This work shall consist of furnishing and installing catch basins with gutter inlet at locations shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) catch basin with gutter inlet furnished and installed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment for providing said assemblies, and all other incidentals required to finish the work, complete and accepted by the Engineer.

702.0712 PRECAST CONCRETE DROP INLET STD 4.5.0
702.0713 PRECAST CONCRETE DROP INLET WITH APRON STONE STD 4.5.1
702.0714 PRECAST CONCRETE DROP INLET WITH APRON STONE STD 4.5.2

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 702** and the following:

This work shall consist of furnishing and installing precast concrete drop inlets at locations shown on the plan set or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) drop inlet actually furnished and installed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment including excavation, backfilling trimming, and fine grading, compacting, and all other incidentals required to finish the work, complete and accepted by the Engineer. Inlet stones shall be paid for under their respective bid item.

702.9901 FIELD BUILT MANHOLE

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 702** and the following:

This work shall consist of construction a custom manhole structure at the location shown on the Plans or as directed by the Engineer. An existing culvert currently connects to the drainage trunkline at this location. The culvert is currently inaccessible but appears from CCTV footage (enclosed) to be a manmade brick structure. The proposed manhole will be built to connect and accommodate the existing culvert.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Lump Sum (LS) for the field-built manhole constructed in-place. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment for providing said structure, and all other incidentals required to finish the work, complete and accepted by the Engineer.

702.9902 FIELD ADJUST DRAINAGE

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 702** and the following:

This work shall consist of utility locating and field adjustment of drainage elements as necessary and directed by the engineer. The presence of existing culverts may extend further than anticipated within the roadway cross section. Additionally, the presence of ledge may require adjustments of the proposed drainage network at the Town's discretion.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Lump Sum (LS) for the field adjustment of drainage. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment for providing said utility location and adjustments, and all other incidentals required to finish the work, complete and accepted by the Engineer.

704.0400 RECONSTRUCT MANHOLE/VERTICAL WALLS

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 704** and the following:

This work shall consist of reconstructing unstable sewer manhole cones as necessary and directed by the engineer. The contractor should assume one vertical foot per structure.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per vertical foot (VLF) for the manhole reconstruction. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment for providing said utility location and adjustments, and all other incidentals required to finish the work, complete and accepted by the Engineer.

707.0950 ADJUST TELEPHONE MANHOLE TO GRADE

707.1000 ADJUST SANITARY MANHOLE

707.1900 ADJUST FRAME AND COVER TO GRADE

707.2000 ADJUST FRAME AND GRATE TO GRADE

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 707** and the following:

The work shall consist of rebuilding, removing, replacing, and adjusting the masonry and castings of existing drainage structures, sanitary manholes, telephone manholes, water and gas gate boxes as required, conforming to newly proposed line and grade changes, all in accordance with these specifications or established by the Engineer.

All broken, damaged, and worn gate box tops, covers and structure castings, as determined by the Engineer, shall be replaced with new castings. Any removal of existing or installation of new castings shall be considered incidental to these items and no additional payment will be made.

Raised castings shall be protected immediately following pavement reclamation operations. The structures shall be maintained and kept clean of debris at all times. This work shall be considered incidental to traffic management.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) structure adjusted in the field. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment required to provide these adjustments including cutting and matching pavement, cement

concrete collar, temporary asphalt, if required, backfilling and disposal of all surplus material and for all other incidentals required to finish the work, complete and accepted by both the Engineer and the representative of the particular utility company involved.

708.9040 CLEANING AND FLUSHING PIPE (ALL SIZES)
708.9041 CLEANING CATCH BASINS (ALL TYPES AND SIZES)

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 708** and the following:

This work shall consist of cleaning storm drains and drainage structures all types and sizes as directed by the Engineer

Prior to the start of work the Contractor shall clean all catch basins within the limits of work identified to remain and as directed by the Engineer. The Contractor should visually inspect the inside of all catch basins structures to determine repair needs and report the information to the Engineer.

Method of Measurement and Basis of Payment:

Work for "Cleaning and Flushing Pipes (All Sizes)" will be measured for payment per Linear Foot (LF) from center-to-center of drainage structures for all pipelines actually cleaned, regardless of size. Work for "Cleaning Catch Basins (All Types and Sizes)" shall be measured for payment per Each (EA) drainage structure actually cleaned, regardless of sizes. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment required to conduct this operation by normal methods including inspection of all drainage structures after cleaning, and all other incidentals required to finish the work, complete and accepted by the Engineer.

713.8268 ADJUST CURB STOP BOX TO GRADE
713.8269 ADJUST WATER GATE BOXES TO GRADE
713.8300 ADJUST GAS GATE BOX TO GRADE

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 713** and the following:

The work shall consist of rebuilding, removing, replacing, and adjusting the masonry and castings of existing curb stop, water gate and gas gate boxes as required, conforming to newly proposed line and grade changes, all in accordance with these specifications or established by the Engineer.

All broken, damaged, and worn curb stop or gate box tops, as determined by the Engineer, shall be replaced with new castings. Any removal of existing or installation of new castings shall be considered incidental to these items and no additional payment will be made.

Raised castings shall be protected immediately following pavement reclamation operations. The structures shall be maintained and kept clean of debris at all times. This work shall be considered incidental to traffic management.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) structure adjusted in the field. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment required to provide these adjustments including cutting and matching pavement, cement concrete collar, temporary asphalt, if required, backfilling and disposal of all surplus material and for all other incidentals required to finish the work, complete and accepted by both the Engineer and the representative of the particular utility company involved.

808.0501 CONCRETE SUBSTRUCTURE CLASS XX ¾ INCH FOOTING
808.0505 CONCRETE SUBSTRUCTURE CLASS HP ¾ INCH WALL STEMS
808.0800 CONCRETE RETAINING WALL CLASS HP ¾ INCH STD 10.3.0

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 808** and the following:

This work shall consist of the materials and labor associated with the installation of concrete substructures and retaining walls at the locations shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per cubic yard (CY) of concrete actually placed as described in Section 808.04 of the Standard Specifications. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment including all other incidentals required to finish the work, complete and accepted by the Engineer. All concrete joint materials (closed-cell foam, felt, polyurethane-elastomeric sealant, and bituminous material) shall be considered to their respective concrete item and will not be paid for separately.

810.0210 GALVANIZED BAR REINFORCEMENT GRADE 60

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 810** and the following:

This work shall consist of the labor and materials associated with the installation of galvanized bar reinforcement at the locations shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment by the number of Pounds (LBS) of galvanized bar reinforcement actually installed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

819.0800 DRILL AND GROUT REINFORCING DOWELS

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 819** and the following:

This work shall consist of the labor and materials associated with the installation of drilled and grouted reinforcing dowels at the locations shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment Each (EA) drilled and grouted reinforcing dowel actually installed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment and all other incidentals required to finish the work, complete and accepted by the Engineer.

905.0110 PORTLAND CEMENT CONCRETE SIDEWALK STD 43.1.0

905.0115 PORTLAND CEMENT CONCRETE DRIVEWAY STD 43.5.0

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 905** and the following:

This work shall consist of constructing sidewalks, wheelchair ramps, and driveways at the locations shown on the Plans or as directed by the Engineer.

Proposed sidewalks, wheelchair ramps, and driveways shall be constructed upon the existing gravel borrow subbase, if suitable, or unless otherwise directed by the Engineer. If, in the opinion of the Engineer, the existing gravel material is unsuitable for foundation, it shall be removed to provide an eight (8) inch depths within the limits of payment as directed by the Engineer. The excavated area shall be backfilled with gravel borrow sub-base.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per cubic yard (CY) of pavement actually placed. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment including expansion joint material, forming tree wells, reinforcement, trimming and fine grading, and all other incidentals required to finish the work, complete and accepted by the Engineer. A maximum 5 percent overrun of the calculated quantities based on the required thickness as shown on the Plans is permissible.

Excavation and additional gravel borrow subbase, if needed, will be paid for separately under their respective bid item.

905.9901 BRICK REMOVED AND RELAID

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 905** and the following:

This work shall consist of removing and relaying bricks located on the driveway of 61 School Street. The work shall match the existing brick driveway when completed.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per square yard (SY) of brick actually removed and relaid. The price so stated shall constitute full and complete compensation for all labor,

materials, and equipment and all other incidentals required to finish the work, complete and accepted by the Engineer.

Excavation and additional gravel borrow subbase, if needed, will be paid for separately under their respective bid item.

906.0110 GRANITE CURB, QUARRY SPLIT STRAIGHT STD 7.3.0
906.0111 GRANITE CURB, QUARRY SPLIT CIRCULAR STD 7.3.0C

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 906** and the following:

This work shall consist of constructing granite curbing on prepared gravel subbase at the locations shown on the Plans or as directed by the Engineer.

Curbing shall be constructed upon the existing gravel borrow subbase, if suitable, or unless otherwise directed by the Engineer.

Method of Measurement and Basis of Payment:

“Granite Curb, Quarry Split” will be measured per Linear Foot (LF) of straight or circular curb actually furnished and installed. The price so-stated shall constitute full and complete compensation for all labor, materials, and equipment including excavation, joints, gravel borrow subbase including compaction and trimming and fine grading, backfilling compacting, pavement patching, and all other incidentals required to finish the work, complete and accepted by the Engineer.

Saw cutting and any concrete required between the new curbing and the existing pavement structure shall be paid for under their respective bid item.

906.0118 6' GRANITE TRANSITION CURB STD 7.3.2
906.0119 3' GRANITE TRANSITION CURB STD 7.3.1
906.0120 GRANITE WHEELCHAIR RAMP CURB STD 7.3.3
906.0130 GRANITE RAMP STONE STRAIGHT STD 7.3.9
906.0131 GRANITE RAMP STONE CIRCULAR STD 7.3.9

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 906** and the following:

This work shall consist of furnishing and setting granite transition curb, wheelchair ramp curb and ramp stones on prepared gravel subbase at the locations shown on the Plans or as directed by the Engineer.

Curbing shall be constructed upon the existing gravel borrow subbase, if suitable, or unless otherwise directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under these items will be measured per Each (EA) transition, ramp curb or ramp stone actually furnished and installed. The price so-stated shall constitute full and complete compensation

for all labor, materials, and equipment including excavation, gravel borrow subbase including compaction and trimming and fine grading, backfilling, compacting, pavement patching, and all other incidentals required to finish the work, complete and accepted by the Engineer.

906.0700 REMOVE, HANDLE, HAUL TRIM RESET CURB EDGING, STRAIGHT, CIRCULAR ALL TYPES

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 906** and the following:

This work shall consist of removing, handling, hauling, trimming and resetting granite curbing, including the removal and disposal and/or placement of pavement and curb lock (if necessary), at the locations shown on the Plans or as directed by the Engineer.

In performing this work, the Contractor shall take care not to cut, scratch, dent, bend or otherwise damage the existing NBC medallions. If the Engineer determines that the medallions are damaged, they shall be replaced by the contractor at no additional expense.

Curbing shall be constructed upon the existing gravel borrow subbase, if suitable, or unless otherwise directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Linear Foot (LF) of granite curb regardless of type actually reset. The price so-stated shall constitute full and complete compensation for all labor, materials, and equipment including removal and disposal of existing pavement structure, excavation for removal and setting, all handling, hauling and stockpiling, cleaning all sections to be reset, cutting and trimming as necessary to provide the maximum ½-inch opening across the top and down the front of the curbing, gravel borrow subbase course including compaction and trimming and fine grading unless otherwise noted, the resetting of the curbing to line and grade, backfilling, pavement patching and all other incidentals required to finish the work, complete and accepted by the Engineer.

Saw cutting and any concrete required between the reset curbing and the existing pavement structure shall be paid for under their respective bid item.

907.0100 WATER FOR DUST CONTROL

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 907** and the following:

This work shall consist of applying water to reduce dust nuisance and hazard within the project limits as directed by the Engineer.

RIDOT Standard Specification **Subsection 907.05.3, Failure to Comply**, of the Standard Specifications requires that a daily charge be deducted from monies due the Contractor in the event the Engineer decides that dust has not been adequately controlled.

The charge for this Contract will be **\$500.00** per day.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per 1,000 gallons of Water for Dust Control actually applied in the field. The price so stated constitutes full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

911.0104 WET STONE MASONRY WALL

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 911** and the following:

This work consists of constructing wet stone masonry walls as shown on the Plans and as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Cubic Yard (CY) of masonry wall actually installed. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.

912.9901 REMOVE AND RESET DRY-LAID STONE WALLS

The work under these items shall conform to the relevant sections of the RIDOT Standard Specifications **Section 912** and the following:

This work consists of removing and resetting dry-laid stone walls as shown on the Plans and as directed by the Engineer. Final condition shall match existing, including subsurface areas disturbed and requiring reconstruction due to construction operations.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per linear foot (LF) of stone wall actually installed. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.

919.0101 TEST PITS

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 919** and the following:

This work consists of excavating exploratory test pits at locations identified on the plans and as directed by the Engineer for the purpose of locating underground utilities and the depth of such utilities.

Construction Methods:

When Test Pits are required where the Contractor must break through pavements, they shall make as small a Test Pit as possible.

In addition, all Test Pits will be backfilled on the day of excavation. In most cases, excavation materials will be used to fill the test pit. The Contractor must compact and flush subgrade material with the existing grade.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Each (EA) Test Pit performed. The price so stated constitutes full and complete compensation for all labor, materials, and equipment, including cutting and matching pavement, removal and legal disposal of existing pavements, excavation, pumping and bailing, backfilling, proper compaction, loaming and seeding, where required and for all other incidentals required to finish the work, complete and accepted by the Engineer.

922.0100 TEMPORARY CONSTRUCTION SIGNS STD 29.1.0

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 922** and the following:

This work shall consist of installing and maintaining temporary construction signs at the locations shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per square feet (SF) of temporary construction signage installed and maintained. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment for providing said assemblies, and all other incidentals required to finish the work, complete and accepted by the Engineer.

923.0105 DRUM BARRICADE STD 26.2.0

923.0200 FLOURESCENT TRAFFIC CONES STD 26.1.0

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 923** and the following:

This work shall consist of installing and maintaining drum barricades and traffic cones at the locations shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per barrel-day (BDAY) of drum barricade and traffic cones installed and maintained. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment for providing said assemblies, and all other incidentals required to finish the work, complete and accepted by the Engineer.

929.0110 FIELD OFFICE

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 929** and the following:

This work shall consist of the installation, operation, and maintenance of an on-site field office.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per month (PMO) of field office operations. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment for providing said field office, and all other incidentals required to finish the work.

931.0110 CLEANING AND SWEEPING PAVEMENT

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 931** and the following:

This work shall consist of the labor associated with cleaning and sweeping the pavement as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per hundred square yards (HSY) of cleaning and sweeping of pavement. The price so stated shall constitute full and complete compensation for all labor, materials, and equipment for providing said cleaning and sweeping, and all other incidentals required to finish the work, complete and accepted by the Engineer.

932.0100 CUTTING AND MATCHING ASPHALT

932.0200 FULL DEPTH SAWCUT OF BITUMINOUS PAVEMENT

932.0220 FULL DEPTH SAWCUT OF BITUMINOUS SIDEWALK/DRIVEWAY

**932.0230 FULL DEPTH SAWCUT OF PORTLAND CEMENT CONCRETE
SIDEWALK/DRIVEWAY**

The work under these items shall conform to the relevant sections of the RIDOT Standard Specifications **Section 932** and the following:

This work shall consist of cutting and matching and full depth cuts of bituminous or concrete pavement, sidewalks and driveways at locations indicated on the plans and details and as directed by the Engineer. This shall include sawcutting necessary for trenchwork associated with utility replacement.

Method of Measurement and Basis of Payment:

All work under these items will be measured for payment per linear foot (LF) of cuts actually made on designated courses of pavement and measured in the field. The price so stated constitutes full and complete compensation for all labor, materials, and equipment, and for all other incidentals required to finish the work, complete and accepted by the Engineer.

935.0400 REMOVING BITUMINOUS PAVEMENT BY MICRO MILLING

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 935** and the following:

This work shall consist of the removal of existing bituminous material using micro milling to a depth specified on the plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Square Yard (SY) of pavement actually removed. The price so stated constitutes full and complete compensation for all labor, materials, and equipment, disposal and all other incidentals required to finish the work, complete and accepted by the Engineer.

936.0100 MOBILIZATION AND DEMOBILIZATION

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 936** and the following:

This work consists of those efforts necessary for the movement of the Contractor's personnel and equipment to and from the project site and for the establishment and removal of all the Contractor's field offices, buildings and other facilities required for the performance of the Contract.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Lump Sum (LS). The price so stated constitutes full and complete compensation for all labor, materials, and equipment, and other incidentals required to establish the Contractor's facilities at the site and, at the conclusion of the contract, for the complete removal thereof.

937.0200 MAINTENANCE AND MOVEMENT TRAFFIC PROTECTION

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 937** and the following:

This work shall consist of all signage, barricade drums and cones and all other appurtenances and work required to manage traffic through the work zone. All signage and barricades shall be installed at heights and sight distances to the maximum extent practicable as stated in the 2009 Edition Manual on Uniform Traffic Control Devices (MUTCD) and installed at the approximate locations specified on the Temporary Traffic Control plans or as directed by the Engineer. The Contractor shall be responsible for the setup, movement and maintenance, and subsequent removal, of all components of this item.

This work also consists of all work, labor, equipment, supplies and materials necessary to paint, with florescent orange paint on roads with raised castings after milling or reclaiming of the roadway surface. All paint that fades will be the responsibility of the contractor to freshen up, as directed by the Engineer.

The Traffic Management Plan does not include the cost of Police Detail Officers. The cost of the Police Detail Officers, if necessary, will be paid for by the Town of Westerly.

The Contractor shall notify the Town, Police Department, Fire Department, and EMS at least seven (7) calendar days in advance of beginning proposed work with the intention of closing or partially blocking any street or any part thereof, or of any construction affecting free flow of traffic. The same parties shall be notified when normal traffic flow is restored.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Lump Sum (LS) for implementing and maintaining the traffic management plan as well as painting of raised structures. The price so stated constitutes full and complete compensation for all labor, materials, and equipment, including temporary traffic control signs, barrels, cones, barricades, and all other incidentals required to finish the work, complete and accepted by the Engineer.

942.0200 DETECTABLE WARNING PANEL

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section 942** and the following:

This work shall consist providing and installing a panel with truncated domes in an arrayed pattern that is compliant with Americans with Disabilities Act (ADA) warning and directional systems for the visually impaired at locations shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under this item will be measured for payment per Square Foot (SF) of panel actually installed at locations shown on the Plans. The price so stated constitutes full and complete compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

999.0037 POLICE DETAILS

This item consists of local uniformed police details as required for the purpose of traffic and pedestrian control through and around work zones.

The contractor is responsible for the scheduling of police details. The contractor shall inquire of the Westerly PD as to the number and time frame of police details required prior to scheduling. The Westerly Engineering Department will receive invoices for the police details associated with the project directly from the police department and will pay the police department directly, for days when the contractor is actively working on the project. Failure to cancel details which results in billing will be the financial responsibility of the contractor.

Method of Measurement and Basis of Payment:

The amount of Police Details for the bid will be billed directly to the Town of Westerly Engineering Dept, 68 White Rock Road. The Town will pay invoices for Police Details to Westerly and surrounding communities as they are received. Only invoices for days when work was performed will be paid. Failure by the contractor to cancel details for any reason will result in the invoice being the responsibility of the Contractor, not the Town. Details required due to impassible road conditions resulting outside of normal work hours, whether due to weather or improper workmanship shall be the financial responsibility of the Contractor.

The contractor must pay all of their detail billings prior to the Town processing Final Payment.

L01.0102 LOAM BORROW 4 INCHES DEEP
L02.0102 RESIDENTIAL SEEDING (TYPE 2)

The work under these items shall conform to the relevant sections of the RIDOT Standard Specifications **Sections L.01 and L.02** and the following:

This work shall consist of furnishing and spreading loam borrow to a depth of 4" and spreading residential seeding in the locations shown on the plans and as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under these items will be measured for payment per Square Yard (SY) of loam and seed actually furnished and spread. The price so stated constitutes full and complete compensation for all labor, materials, and equipment, tools, including excavation and all other incidentals required to finish the work, complete and accepted by the Engineer.

L08.0104 SHRUB OR VINE PRUNING

The work under these items shall conform to the relevant sections of the RIDOT Standard Specifications **Sections L.08** and the following:

This work shall consist of the labor associated with the shrub or vine pruning in the locations shown on the plans and as directed by the Engineer. The contractor shall notify these property owners in advance, to allow individuals to have personal landscapers perform pruning if desired.

Method of Measurement and Basis of Payment:

All work under these items will be measured for payment per manhour (MHRS) of shrub or vine pruning. The price so stated constitutes full and complete compensation for all labor, materials, and equipment, tools, including excavation and all other incidentals required to finish the work, complete and accepted by the Engineer.

L11.0103 SHRUB PLANT PROTECTION DEVICE STD 51.2.0

The work under these items shall conform to the relevant sections of the RIDOT Standard Specifications **Sections L.11** and the following:

This work shall consist of the materials and labor associated with the installation and ultimate removal of shrub plant protection devices in the locations shown on the plans and as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under these items will be measured for payment per linear feet (LF) of shrub protection devices installed. The price so stated constitutes full and complete compensation for all labor, materials, and equipment, tools and all other incidentals required to finish the work, complete and accepted by the Engineer.

T15.0100 DIRECTIONAL REGULATORY AND WARNING SIGNS

The work under these items shall conform to the relevant sections of the RIDOT Standard Specifications **Sections T.15** and the following:

This work shall consist of installing directional regulatory and warning signs in the locations shown on the plans and as directed by the Engineer. Sign legends shall be in accordance with RIDOT standard details 27.1.0 and 28.1.0.

Method of Measurement and Basis of Payment:

All work under these items will be measured for payment per Square Feet (SF) of signage installed. The price so stated constitutes full and complete compensation for all labor, materials, and equipment, tools, and all other incidentals required to finish the work, complete and accepted by the Engineer.

T15.1000 STREET SIGN ASSEMBLY STD 24.6.1

The work under these items shall conform to the relevant sections of the RIDOT Standard Specifications **Sections T.15** and the following:

This work shall consist of assembling and installing street signs in the locations shown on the plans and as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under these items will be measured for payment per Square Feet (SF) of street signage installed. The price so stated constitutes full and complete compensation for all labor, materials, and equipment, tools, and all other incidentals required to finish the work, complete and accepted by the Engineer.

T20.0706 6 INCH WATERBORNE PAINT PAVEMENT MARKINGS WHITE
T20.0712 12 INCH WATERBORNE PAINT PAVEMENT MARKINGS WHITE
T20.0904 4 INCH WATERBORNE PAINT PAVEMENT MARKINGS YELLOW

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section T.20** and the following:

This work shall consist of furnishing and applying pavement markings at the locations shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under these items will be measured per Linear Foot (LF) of pavement markings furnished and applied. The price so-stated shall constitute full and complete compensation for all labor, tools, materials, and equipment including protection of newly applied markings from traffic, layout, cleaning and sweeping, furnishing and applying pavement markings, and all other incidentals required to finish the work, complete and accepted by the Engineer.

T20.1417 WATERBORNE PAINT PAVEMENT MARKING – SHARED LANE FOR BIKE

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section T.20** and the following:

This work shall consist of furnishing and applying bike and arrow symbol pavement markings at the locations shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under these items will be measured per Each (EA) of pavement markings furnished and applied. The price so-stated shall constitute full and complete compensation for all labor, tools, materials, and equipment including excavation, including protection of newly applied markings from traffic, layout, cleaning and sweeping, furnishing and applying pavement markings, and all other incidentals required to finish the work, complete and accepted by the Engineer.

T20.2406 6 INCH FINAL EPOXY RESIN PAVEMENT MARKINGS WHITE
T20.2412 12 INCH FINAL EPOXY RESIN PAVEMENT MARKINGS WHITE
T20.2804 4 INCH FINAL EPOXY RESIN PAVEMENT MARKINGS YELLOW

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section T.20** and the following:

This work shall consist of furnishing and applying pavement markings at the locations shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under these items will be measured per Linear Foot (LF) of pavement markings furnished and applied. The price so-stated shall constitute full and complete compensation for all labor, tools, materials, and equipment including excavation, including protection of newly applied markings

from traffic, layout, cleaning and sweeping, furnishing and applying pavement markings, and all other incidentals required to finish the work, complete and accepted by the Engineer.

T20.3417 FINAL EPOXY RESIN PAVEMENT MARKING – SHARED LANE FOR BIKES

The work under this item shall conform to the relevant sections of the RIDOT Standard Specifications **Section T.20** and the following:

This work shall consist of furnishing and applying bike and arrow symbol pavement markings at the locations shown on the Plans or as directed by the Engineer.

Method of Measurement and Basis of Payment:

All work under these items will be measured per Each (EA) of pavement markings furnished and applied. The price so-stated shall constitute full and complete compensation for all labor, tools, materials, and equipment including excavation, including protection of newly applied markings from traffic, layout, cleaning and sweeping, furnishing and applying pavement markings, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID FORM

SECTION 00410

BID FORM

To: Town of Westerly – Office of Purchasing Department
45 Broad Street
Westerly, RI 02891

Project: Town of Westerly – Engineering Department
School Street Reconstruction – Public Bid 2020-060
Westerly, Rhode Island
Pare Project No. 19055.00

DATE: _____

Submitted by: _____
(full name)

(full address)

1.00 OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and Special Instruction to Bidders and the Contract Documents prepared by Pare Corporation, Engineer for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Price of:

(Total Price in Words)

\$ _____ in lawful money of the United States of America.
(Total Price in Figures)

The Owner hereby reserves the right to reject any or all bids and to select the bid, which best serves, the interest of the Town of Westerly.

Attention is called to information contained in Section 00400 - Measurement and Payment, for information concerning Bid Items.

We have included herewith, the required security deposit, Bid Bond as required by the Instruction to Bidders.

2.00 EXPERIENCE/SUBMITTALS

- A. The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- B. It is the intention of the Town of Westerly to obtain bids only from contractors with experience in roadway construction projects. To be considered for this project the successful Bidder shall meet the following conditions:
 - 1. The successful Bidder shall have successfully completed at least three (3) projects of similar size and complexity in the last five (5) years, involving roadway and utility construction. Proof of compliance with this condition, along with references, shall be provided.
 - 2. The successful Bidder shall have an on-site construction supervisor with at least ten (10) years' experience in roadway and utility construction projects. The qualifications of the proposed construction supervisor shall be submitted to the Owner upon request. It should be noted that the failure to provide the stated agreed upon construction supervision throughout all aspects of the project may be grounds for bid rejection or contract termination. The substitution of construction supervision, without written approval of the Town of Westerly, may be grounds for termination.
 - 3. In addition to a skilled construction supervisor, all personnel utilized in significant roles in this project shall be properly trained and experienced in the tasks involved in the work.
- C. Contractors shall submit with bid proposal the following, which shall become an integral part of the Bid Submission.

Bid Form Attachments - Section 00430

Appendix A - Subcontractors

Appendix B - Qualifications of Bidder

Appendix C - Qualifications of On-Site Construction Supervisor

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
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3.00 UNIT PRICES

Bid Form

NOTE: THE UNIT PRICE OF EACH ITEM MUST BE WRITTEN IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.

HIGHWAY WORK ITEMS

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
201.0302	Cutting and Disposing Isolated Trees and Stumps	1 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
201.0401	Remove & Dispose Granite Curb	520 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
201.0402	Remove & Dispose Concrete Curb	1,550 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
201.0403	Remove & Dispose Sidewalks	3,650 SY	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
201.0409	Remove & Dispose Flexible Pavement	1,330 SY	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
201.0410	Remove & Dispose Catch Basin	12 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
201.0411	Remove & Dispose Catch Basin & Gutter Inlets	1 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			

Item #	Description	Estimated Quantity	Unit Price	Total
201.0412	Remove & Dispose Manholes	14 EA	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		
201.0414	Remove & Dispose Pipe (All Sizes)	2,410 LF	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		
201.0421	Remove & Dispose Bituminous Curb	40 LF	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		
201.0422	Remove & Dispose Drop Inlet	8 EA	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		
201.0424	Remove & Dispose Retaining Wall	40 CY	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		
201.0428	Remove & Dispose Frame & Grate or Frame & Cover	67 EA	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		
201.0450	Remove & Stockpile On-Site Granite Curb	60 LF	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		
201.0610	Remove & Dispose Directional, Warning, Regulatory, Service and Street Signs	31 EA	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
201.9901	Remove, Stockpile and Reset Stone Columns	6 EA	\$_____	\$_____
	Unit Price in Words: _____			
	Total Price in Words: _____			
201.9902	Remove & Dispose Culvert	380 LF	\$_____	\$_____
	Unit Price in Words: _____			
	Total Price in Words: _____			
202.0100	Earth Excavation	770 CY	\$_____	\$_____
	Unit Price in Words: _____			
	Total Price in Words: _____			
202.0800	Gravel Borrow Subbase Course	610 CY	\$_____	\$_____
	Unit Price in Words: _____			
	Total Price in Words: _____			
203.0100	Structural Excavation Earth	90 CY	\$_____	\$_____
	Unit Price in Words: _____			
	Total Price in Words: _____			
203.0600	Fill Gravel Borrow Under Structures	30 CY	\$_____	\$_____
	Unit Price in Words: _____			
	Total Price in Words: _____			
203.0700	Pervious Fill	60 CY	\$_____	\$_____
	Unit Price in Words: _____			
	Total Price in Words: _____			
204.0100	Trimming & Fine Grading	14,020 SY	\$_____	\$_____
	Unit Price in Words: _____			
	Total Price in Words: _____			

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
205.0240	Trench Rock Excavation (0-7')	90 CY	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
206.0301	Compost Filter Sock	800 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
209.9901	Catch Basin Inlet Sediment Control Device	27 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
212.2100	Cleaning and Maintenance of Erosion Pollution Controls	1 LS	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
401.2100	Modified Class 12.5 HMA	1,220 TON	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
401.3000	Class 9.5 HMA	1,240 TON	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
401.3003	Class 9.5 HMA for Patching	300 TON	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
403.0300	Asphalt Emulsion Tack Coat	14,300 SY	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
406.9901	Full Depth Reclamation with Calcium Chloride	10,010 SY	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
601.0300	Class A Portland Cement Concrete	130 CY	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
701.0412	Reinforced Concrete Pipe M170 Class III 12 inch	200 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
701.0415	Reinforced Concrete Pipe M170 Class III 15 inch	120 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
701.0418	Reinforced Concrete Pipe M170 Class III 18 inch	750 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
701.0424	Reinforced Concrete Pipe M170 Class III 24 inch	1,180 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
701.0430	Reinforced Concrete Pipe M170 Class III 30 inch	380 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
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701.5312	12 Inch Ductile Iron Water Pipe – Class 52	190 LF	\$ _____	\$ _____
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Push-on Joint

Unit Price in Words: _____

Total Price in Words: _____

702.0516	Frame & Grate High Cap, Standard 6.3.4	34 EA	\$ _____	\$ _____
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Unit Price in Words: _____

Total Price in Words: _____

702.0521	Frame & Cover Std. 6.2.0	14 EA	\$ _____	\$ _____
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Unit Price in Words: _____

Total Price in Words: _____

702.0522	Frame & Cover, Standard 6.2.1	29 EA	\$ _____	\$ _____
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Unit Price in Words: _____

Total Price in Words: _____

702.0541	Granite Inlet Stone 38" Std 7.3.6	1 EA	\$ _____	\$ _____
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Unit Price in Words: _____

Total Price in Words: _____

702.0543	Granite Inlet Stone 38" 7.3.8	8 EA	\$ _____	\$ _____
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Unit Price in Words: _____

Total Price in Words: _____

702.0605	Precast Catch Basin 4' Diameter Std. 4.4.0	8 EA	\$ _____	\$ _____
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Unit Price in Words: _____

Total Price in Words: _____

702.0630	Precast Manhole 4' Diameter, Standard 4.2.0	17 EA	\$ _____	\$ _____
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Unit Price in Words: _____

Total Price in Words: _____

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
702.0635	Precast Manhole 5' Diameter Std 4.2.1	1 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
702.0640	Precast Manhole 6' Diameter Std 4.2.2	3 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
702.0705	Catch Basin with Gutter Inlet, Std. 3.4.1	4 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
702.0712	Precast Concrete Drop Inlet Std 4.5.0	4 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
702.0713	Precast Concrete Drop Inlet with Apron Stone Standard 4.5.1	2 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
702.0714	Precast Concrete Drop Inlet with Apron Stone Std 4.5.2	2 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
702.9901	Field Built Manhole	2 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			

Item #	Description	Estimated Quantity	Unit Price	Total
702.9902	Field Adjust Drainage	1 LS	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
704.0400	Reconstruct Manhole/Vertical Walls	14 VLF	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
707.0950	Adjust Telephone Manhole to Grade	1 EA	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
707.1900	Adjust Frame & Cover to Grade	72 EA	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
707.2000	Adjust Frame & Grate to Grade	56 EA	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
708.9040	Cleaning and Flushing Pipe (All Sizes)	582 LF	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
708.9041	Cleaning Catch Basins	9 EA	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
713.8268	Adjust Curb Stop Box to Grade	44 EA	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
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713.8269	Adjust Water Gate Boxes to Grade	62 EA	\$ _____	\$ _____
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Unit Price in Words: _____

Total Price in Words: _____

713.8300	Adjust Gas Gate Boxes to Grade	24 EA	\$ _____	\$ _____
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Unit Price in Words: _____

Total Price in Words: _____

808.0501	Concrete Substructure Class XX ¾ Inch Footing	10 CY	\$ _____	\$ _____
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Unit Price in Words: _____

Total Price in Words: _____

808.0505	Concrete Substructure Class HP ¾ Inch Wall Stems	5 CY	\$ _____	\$ _____
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Unit Price in Words: _____

Total Price in Words: _____

808.0800	Concrete Retaining Wall Class HP ¾ Inch Standard 10.3.0	20 CY	\$ _____	\$ _____
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Unit Price in Words: _____

Total Price in Words: _____

810.0210	Galvanized Bar Reinforcement Grade 60	1,350 LBS	\$ _____	\$ _____
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Unit Price in Words: _____

Total Price in Words: _____

819.0800	Drill and Grout Reinforcing Dowels	68 EA	\$ _____	\$ _____
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Unit Price in Words: _____

Total Price in Words: _____

Item #	Description	Estimated Quantity	Unit Price	Total
905.0110	Portland Cement Sidewalk Monolithic, Std. 43.1.0	350 CY	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
905.0115	Portland Cement Driveway, Std. 43.5.0	160 CY	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
905.9901	Brick Removed and Relaid	5 SY	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
906.0110	Granite Curb, Quarry Split Straight,	1,680 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
906.0111	Granite Curb, Quarry Split Circular,	290 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
906.0118	6' Granite Transition Curb, Standard 7.3.2	26 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
906.0119	3' Granite Transition Curb, Standard 7.3.1	70 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
906.0120	Granite Wheelchair Ramp Curb, Standard 7.3.3, 43.3.0 and 43.3.1	33 EA	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
906.0130	Granite Ramp Stone Straight Standard 7.3.9	2 EA	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
906.0131	Granite Ramp Stone Circular Standard 7.3.9	20 EA	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
906.0700	Remove, Handle, Haul, Trim Reset	2,920 LF	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
907.0100	Water for Dust Control	380 MGAL	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
911.0104	Wet Stone Masonry Wall	15 CY	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
912.9901	Remove and Reset Dry Laid Stone Walls	10 LF	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
919.0101	Test Pits	20 EA	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
922.0100	Temporary Construction Signs,	450 SF	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
923.0105	Drum Barricade, Standard 26.2.0	1,800 BDAY	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
923.0200	Fluorescent Traffic Cones, Std. 26.1.0	120 EA	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
929.0110	Field Office	9 PMO	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
931.0110	Cleaning & Sweeping Pavement	600 HSY	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
932.0100	Cutting & Matching Asphalt	160 LF	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
932.0200	Full-Depth Sawcut of Bituminous	2,900 LF	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				

Item #	Description	Estimated Quantity	Unit Price	Total
932.0220	Full-Depth Sawcut of Bituminous Sidewalk/Driveway	860 LF	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
932.0230	Full-Depth Sawcut of Portland Cement Concrete Sidewalk/Driveway	4,350 LF	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
935.0400	Removing Bituminous Surface by Micro Milling	680 SY	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
936.0100	Mobilization and Demobilization	1 LS	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
937.0200	Maintenance & Movement of Traffic Protection	1 LS	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
942.0200	Detectable Warning Panel, Standard 48.1.0	200 SF	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
999.0037	Police Details	1 ALL	\$ <u>240,000</u>	\$ <u>240,000</u>
Unit Price in Words: _____				
Total Price in Words: _____				

Item #	Description	Estimated Quantity	Unit Price	Total
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L01.0102 Loam Borrow 4 Inches Deep 640 SY \$ _____ \$ _____

Unit Price in Words: _____

Total Price in Words: _____

L02.0102 Residential Seeding Type 2 640 SY \$ _____ \$ _____

Unit Price in Words: _____

Total Price in Words: _____

L08.0104 Shrub or Vine Pruning 8 MHRS \$ _____ \$ _____

Unit Price in Words: _____

Total Price in Words: _____

L11.0103 Shrub Plant Protection Device, Std. 51.2.0 460 LF \$ _____ \$ _____

Unit Price in Words: _____ Total Price

in Words: __

T15.0100 Directional Regulatory and Warning signs 160 SF \$ _____ \$ _____

Unit Price in Words: _____

Total Price in Words: _____

T15.1000 Street Sign Assembly, Std. 24.6.1 11 EA \$ _____ \$ _____

Unit Price in Words: _____ Total Price

in Words: __

Item #	Description	Estimated Quantity	Unit Price	Total
T20.0706	6 inch Waterborne Paint Pavement Markings White	260 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
T20.0712	12-Inch White Waterborne Paint Pavement Marking	3,660 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
T20.0904	4-Inch Yellow Waterborne Pavement Markings	10,440 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
T20.1417	Waterborne Paint Pavement Marking Shared Lane for Bikes	4 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
T20.2406	6 Inch White Final Epoxy Resin Pavement Markings White	130 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
T20.2412	12-Inch White Final Epoxy Resin Markings	1,830 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
T20.2804	4-Inch Yellow Final Epoxy Resin Pavement Markings	5,220 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			

Item #	Description	Estimated Quantity	Unit Price	Total
T20.3417	Final Epoxy Resin Pavement Marketing - Shared Lane for Bikes	2 EA	\$ _____	\$ _____

Unit Price in Words: _____

Total Price in Words: _____

HIGHWAY WORK ITEMS

TOTAL BID PRICE \$ _____
(Price in Numbers)

TOTAL BID PRICE \$ _____
(Price in Words)

WATER WORK ITEMS

For funding purposes, all water work shall be quantified and billed separately.

Item #	Description	Estimated Quantity	Unit Price	Total
W205.0240	Trench Rock Excavation (0-7')	200 CY	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		
W401.3003	Class 9.5 HMA for Patching	360 TON	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		
W701.9901	8-Inch C909 PVC Water Main	3,200 LF	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		
W701.9902	6-inch C909 PVC Water Main	110 LF	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		
W701.9903	HDPE Temporary Bypass	7,000 LF	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		
W701.9904	8-inch Gate Valve	16 EA	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		
W701.9905	6-inch Gate Valve	2 EA	\$ _____	\$ _____
	Unit Price in Words:	_____		
	Total Price in Words:	_____		

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
W701.9906	8-inch Insertion Valve	1 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
W701.9907	6-inch Insertion Valve	1 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
W701.9908	8-inch Temporary Line Stop	1 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
W701.9909	6-inch Temporary Line Stop	1 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
W701.9910	8" x 8" Tapping Sleeve and Valve	2 EA	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
W701.9911	3/4" Water Service	750 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
W701.9912	1" Water Service	40 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			
W701.9913	1-1/4" Water Service	40 LF	\$ _____	\$ _____
	Unit Price in Words: _____			
	Total Price in Words: _____			

<u>Item #</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
W701.9914	2" Water Service	60 LF	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
W701.9915	Hydrant Assembly	6 EA	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
W919.0101	Test Pits	3 EA	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				
W932.0200	Full-Depth Sawcut of Bituminous Pavement	7,200 LF	\$ _____	\$ _____
Unit Price in Words: _____				
Total Price in Words: _____				

WATER WORK ITEMS

TOTAL BID PRICE \$ _____
(Price in Numbers)

TOTAL BID PRICE \$ _____
(Price in Words)

BID SUMMARY:

TOTAL HIGHWAY WORK BID PRICE

\$ _____
(Price in Numbers)

\$ _____
(Price in Words)

TOTAL WATER WORK BID PRICE

\$ _____
(Price in Numbers)

\$ _____
(Price in Words)

TOTAL COMBINED BID PRICE (TOTAL CONTRACT PRICE)

\$ _____
(Price in Numbers)

\$ _____
(Price in Words)

Note: This total amount, above, shall match precisely the "Total Contract Price" on Page 1 of the Bid Form.

4.00 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the Bid closing date.

If the Owner accepts this Bid within the time period stated above, Contractor will:

Execute the Agreement within ten (10) days of receipt of Notice of Award. Furnish the required bonds within ten (10) days of receipt of Notice of Award in the form described in Information to Bidders. Commence work within ten (10) days after written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this Bid and the Bid upon which the Contract is signed.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

5.00 CONTRACT TIME

If this Bid is accepted, the Bidder hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT such that the facilities are fully tested and operational in two hundred forty-five (245) calendar days.

6.00 ADDENDA

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

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

7.00 BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder- please print the full name of your Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

Authorized signing officer Title

(Seal)

Authorized signing officer Title

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

SUPPLEMENTS TO BID FORM

SECTION 00430

(to be Submitted with Bid Form)

SUPPLEMENTS TO BID FORM

To: Town of Westerly – Office of Purchasing Agent
45 Broad Street
Westerly, RI 02891

Project: Town of Westerly – Engineering Department
School Street Reconstruction – Public Bid 2020-060
Westerly, Rhode Island

DATE: _____

Submitted by: _____

(full name) _____

(full address) _____

In accordance with Document 00200 – Instruction to Bidders, and Document 00410 – Bid Form, we include the Supplements to Bid Form appendices listed below. The information provided shall be considered an integral part of the Bid Form. These appendices are as follows:

Appendix A: Subcontractors: Include the names of all subcontractors, including qualifications and experience and the portions of the work they will perform.

Appendix B: Qualifications of Bidder

Appendix C: Qualifications of Onsite Construction Supervisor

APPENDIX A

Herewith is the list of Subcontractors referenced in the Bid submitted by:

(Bidder) _____

Town of Westerly
(Owner)

dated _____ and, which is an integral part of the Bid Form.

The following work will be performed (or provided) by the following Subcontractors, and coordinated by us:

SECTION OF WORK	NAME / CONTACT
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attach a listing of relevant qualifications and experience on similar projects.

APPENDIX B

List additional Relevant Experience of firm bidding the project as it relates to project of similar nature and complexities as that proposed by the Town of Westerly completed within the last five years. Include: project time frame, contact personnel, description, bid cost, final project cost.

Include additional sheets if necessary.

APPENDIX C

Identify proposed project onsite construction supervisor and additional detailed relevant project experience including past projects, education, references, specific project related training.

Include additional sheets if necessary.

SECTION 00431 - BID BOND

Know all men by these presents, that we,

_____, as principal, and
(Name of Company)

_____, as surety,
(Name of Surety)

are held and firmly bound unto the Town of Westerly in the penal sum of \$_____ (not less than 5% of the total bid amount) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the principal has submitted the accompanying bid, dated _____ 2020, to furnish all plant, labor and materials and perform all work for the construction of:

School Street Reconstruction – Town of Westerly Public Bid 2020-060

Now, therefore, if the principal shall not withdraw said bid within the period specified therein after the opening of same, and shall within the period specified therefore, enter into a written contract with the Owner in accordance with the bid as accepted, and give bond or bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation shall be void and of no effect, otherwise to in full force and virtue.

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the principal may accept such bid, and said surety does hereby waive notice of any such extension. In witness whereof, this instrument has been duly executed by the principal and surety above named, on the ___ day of ___, 2020.

Principal: _____

Surety: _____

Surety _____

Address: _____

By: _____
Attorney-in-Fact

Attest: _____
Witness

END OF DOCUMENT

SECTION 00432 - ACKNOWLEDGMENT OF CONTRACTOR

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of: _____

County of: _____ SS.

On this _____ day of _____, 2020, before me personally appeared

(Name of Principal)

to me known, who being by me duly sworn, did depose and say that he is the

_____ of
(Title of Principal)

(Name of Corporation)

the corporation described in and which executed the foregoing instrument, that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of the said corporation and that he signed his name to the said instrument by like order.

_____ (Seal)

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of: _____

County of: _____ SS.

On this _____ day of _____, 2020, before me personally appeared

(Name of Principal)

a member of the firm of

(Name of Firm)

to me known and known to me to be the individual described in and who executed the foregoing instrument(s), and he duly acknowledged to me that he executed the same as and for the act and deed of the said firm.

_____ (Seal)

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of: _____

County of: _____

On this _____ day of _____, 2020, before me personally appeared

(Name of Individual)

to me known and known to me to be the same person described in and who executed the foregoing instrument(s), and _____ acknowledged to me that he executed the same.

(Seal)

END OF SECTION

SECTION 00450 – BIDDER’S STATEMENT OF QUALIFICATIONS

PART I - QUALIFICATIONS OF BIDDER

1.1 The undersigned submits answers to the following questions so that the Owner may judge his ability, experience and facilities for performing the proposed work. Use additional pages as required. *A separate document containing the information required herein may be substituted for these pages.*

1.2 List in the tabulation below all projects of a character similar to that proposed that your present Organization has completed.

<u>Description of Work</u>	<u>Owner</u>	<u>Approx. Amt. of Contract</u>	<u>Approx. Date</u>	<u>Work as Contractor or Subcontractor</u>

1.3 Has your present Organization ever failed to complete any work awarded it? If the answer to the foregoing is yes, give a detailed summary of the circumstances.

1.4 **OWNED EQUIPMENT:** List below the equipment that you own or propose to furnish and use on the proposed work:

1.5 **RENTED EQUIPMENT:** List below the equipment that you propose to rent and use on the proposed work:

1.6 How many years your Organization has been in business as a General Contractor under its present name?

1.7 List below the name or names of Banking Institutions which have sufficient information which would enable them to advise the Owner regarding the financial ability of your Organization.

<u>Banking Institution</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone</u>
----------------------------	----------------	-----------------------	------------------

1.8 Give below the primary address of your permanent place of business to which notices may be sent.

Telephone Number: _____

FAX Number: _____

Email Address: _____

Signature of Bidder: _____

By: _____

Title: _____

Date: _____

END OF DOCUMENT

AGREEMENT

SECTION 00500

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is made this ____ day of _____, by and between the **Town of Westerly** (hereinafter called OWNER and/or TOWN) and _____ (hereinafter called CONTRACTOR), in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Proposed improvements include removal and resetting/replacement of curbing, removal and replacement of concrete sidewalk including ADA compliant wheelchair ramps, full depth reclamation of existing roadway pavement and subbase and installation of new pavement structure, adjustment of utility structures, replacement of the existing drainage pipes and structures, replacement of the existing water line and services, removal of tree stump and repair/rebuild wall, signing, roadway striping and all other work required to complete the roadway improvement project.

1.02 CONTRACTOR shall perform the Work as an independent Contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this CONTRACT. This CONTRACT is not intended, and shall not be construed to create, between OWNER and CONTRACTOR, the relationship of principal and agent, joint venture's, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent engaged by CONTRACTOR shall be, or shall be deemed to be, an employee or agent of OWNER.

1.03 This CONTRACT shall be construed and governed by the laws of the State of Rhode Island. CONTRACTOR represents that it is duly authorized to do business in all locations where the Work is to be performed, it has the knowledge, license, certification, capability and expertise to act as the CONTRACTOR and will evidence said authorization, license, certification and capability to OWNER upon request.

1.04 Prior to commencement of the Work, CONTRACTOR shall provide, and maintain in full force and effect during the term of this CONTRACT, the insurance coverage upon CONTRACTOR's operations hereunder as specified in the Exhibit C. CONTRACTOR shall not be allowed to commence the Work until the original insurance certificates required by Exhibit C have been furnished to OWNER Purchasing Agent.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

School Street Reconstruction – Public Bid 2020-060

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Pare Corporation
8 Blackstone Valley Place
Lincoln, RI 02865

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. CONTRACTOR shall make whatever adjustments in working hours, manpower, equipment, etc. deemed necessary to complete the Work in accordance with the term of the CONTRACT and the specific schedule requirements hereof. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Construction Schedule: Specific scheduling and coordination requirements are as follows:*

A. CONTRACTOR shall prepare and submit to OWNER and ENGINEER a Construction Schedule for review and acceptance on or before the 10th day after execution of this CONTRACT. The schedule shall be in conformance with the CONTRACT Documents and shall be in sufficient detail to be used as a basis to track the progress of the Work. OWNER, ENGINEER and CONTRACTOR will review the proposed schedule. Any revisions resulting from this review shall be resubmitted to OWNER AND ENGINEER within 7 days.

B. CONTRACTOR shall also provide at the same time as the proposed Construction Schedule, a Schedule of Values of the Work upon which payments will be measured. The Schedule of Values will include quantities and proposed billing amounts of items aggregating the total CONTRACT price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.

C. CONTRACTOR shall update the schedule at 2 week intervals, or other intervals requested by OWNER and/or ENGINEER.

4.03 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before November 15, 2021, and completed and ready for final payment in accordance with the General Conditions on or before November 30, 2021.

(or)

4.03 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within **245** calendar days after the date when the Contract Times commence to run as provided in the Notice to Proceed, and completed and ready for final payment within **260** calendar days after the date when the Contract Times commence to run.

4.04 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.03 above, plus any extensions thereof allowed in accordance with Article 43 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$1,500.00** for each day that expires after the time specified in paragraph 4.03 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$1,500.00** for each day that expires after the time specified in paragraph 4.03 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.05 *Reporting Requirements*

A. *Progress Report:* CONTRACTOR shall submit a monthly progress report comparing actual progress to planned progress and shall attend periodic progress review meetings.

ARTICLE 5 – DATA REQUIREMENTS

5.01 *Submittals:*

A. CONTRACTOR shall prepare shop drawings, supply catalog cuts and provide all other pertinent literature for CONTRACTOR furnished materials and equipment. CONTRACTOR shall submit one (1) reproducible original and three (3) copies of this data to ENGINEER for review prior to any purchase or fabrication. If shop drawings show any deviation from the Work requirements, CONTRACTOR shall make specific mention of the deviations in its letter of transmittal.

ARTICLE 6 – CONTRACT PRICE

6.01 OWNER shall pay CONTRACTOR for complete, satisfactory and timely performance of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 6.01.A, 6.01.B, and 6.01.C below:

A. For all Work other than Unit Price Work, Lump Sum of:

_____ (\$ _____)
 (use words) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with Article 13 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 6.01.B:

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Estimated</u>
------------	-------------	-------------	-------------------------------	-------------------	----------------------------

-Reference attached Contractor's Unit Price Bid-

TOTAL OF ALL UNIT PRICES _____ \$ _____
 (use words) (use numbers)

As provided in Article 42 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

C. For all Work, at the prices stated in CONTRACTOR's bid, attached hereto as an exhibit.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 Submittal and Processing Payments

A. CONTRACTOR shall submit Applications for Payment to the ENGINEER. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

B. CONTRACTOR's Applications for Payment shall:

1. Reference the job name
2. Reflect the CONTRACT Number/Purchase Order Number.
3. Be accompanied by other supporting documentation as ENGINEER or OWNER may reasonably require

7.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment monthly during performance of the Work as provided in paragraphs 7.02.A.1 and 7.02.A.2 below. All such payments will be measured by the schedule of values established in Article 42 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 1.7 of the Measurement and Payment section.

2. The OWNER shall retain **five percent (5%)** of the amount of each payment. If the ENGINEER and/or OWNER determines that the Work is substantially complete and that the amount of retained percentages is in excess of the amount considered by the ENGINEER and/or OWNER to be adequate for the protection of OWNER, OWNER may, at OWNER's sole discretion, release to the CONTRACTOR such excess amounts. Subject to the other terms and conditions of this CONTRACT, upon satisfactory completion of the Work hereunder, and its final acceptance, the CONTRACTOR will be paid the undisputed unpaid balance of any money due hereunder.

7.03 Final Payment

A. Final Payment, constituting the remainder of the Contract Price as recommended by ENGINEER per paragraph 1.7 of the Measurement and Payment section, shall be made by the OWNER when the Work is fully performed in accordance with the requirements of the CONTRACT Documents, IF APPLICABLE and delivery of the following items to the TOWN:

1. Operation and maintenance manuals
2. Written warranties for equipment provided
3. As built drawings
4. Consent of surety to final payment
5. Applicable permits and certificates of inspection

ARTICLE 8 – INTEREST

8.01 All moneys not paid when due as provided in Article 42 of the General Conditions shall bear interest at the rate of 0% per annum.

ARTICLE 9 – CONTRACTORS’S REPRESENTATIONS

9.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive);
 - 2. Performance Bond (pages 1 to_____, inclusive);
 - 3. Payment Bond (pages 1 to_____, inclusive);
 - 4. Other Bonds (pages_____to_____, inclusive);
 - a. _____ (pages 1 to____, inclusive);
 - b. _____ (pages 1 to____, inclusive);
 - c. _____ (pages 1 to____, inclusive);
 - d. _____ (pages 1 to____, inclusive);
 - e. _____ (pages 1 to____, inclusive);
 - 5. General Conditions (pages 1 to 23, inclusive);
 - 6. Supplemental Conditions (pages 1 to 11, inclusive);
 - 7. Specifications as listed in the table of contents of the Project Manual;
 - 8. Drawings consisting of a cover sheet and sheets numbered 2 through 45, inclusive, with each sheet bearing the following general title: **School Street Reconstruction**.
 - 9. Addenda (numbers_____to_____, inclusive);
 - 10. Exhibits to this Agreements (pages 1 to _____, inclusive);
 - a. Notice to Proceed (pages 1 to 1, inclusive);
 - b. CONTRACTOR’s Bid (pages 1 to____, inclusive);
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages 1 to____, inclusive);
 - d. EXHIBIT A – GENERAL CONDITIONS
 - e. EXHIBIT B – INSURANCE SPECIFICATIONS
 - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;

- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 10.

D. The documents referenced in paragraph 10.01A constitute the entire CONTRACT between TOWN and CONTRACTOR and supersede all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral. This CONTRACT may be modified only by a written instrument signed by both parties.

ARTICLE 11 – MISCELLANEOUS

11.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

11.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements and obligations contained in the Contract Documents.

11.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part hereof with a valid and enforceable provision that come as close as possible to expressing the intention of the stricken provision.

11.05 Other Provisions

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

Town of Westerly

By: _____
(CORPORATE SEAL)

Attest: _____

Address for giving notices:

Town of Westerly Engineering Department

68 White Rock Road

Westerly, RI 02891

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement).

CONTRACTOR:

By: _____
(CORPORATE SEAL)

Attest: _____

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a Partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Kyle Zalaski, P.E.

Title: Town Engineer

Address: 68 White Rock Road

Westerly, Rhode Island 02891

Phone: 401-348-2562

Email: kzalaski@westerlyri.gov

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

GENERAL CONDITIONS - EXHIBIT A

These General Conditions are a part of each CONTRACT between TOWN/SCHOOLS and its CONTRACTOR for the performance of the Work identified in the CONTRACT.

Article 1: CONTRACTOR'S OBLIGATIONS

1.1 CONTRACTOR is responsible for obtaining and confirming all measurements and taking all other actions necessary for the technical accuracy, quality and timely completion of the Work in full conformity with all laws, regulations, codes and ordinances and with the CONTRACT Documents. In addition, to ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any TOWN facility or site, and that they comply with such rules.

1.2 CONTRACTOR shall prosecute the Work diligently with sufficient numbers of qualified personnel, equipment, materials and supplies to accomplish the Work and maintain the schedule or restore the schedule. CONTRACTOR shall provide TOWN with a detailed schedule of performance and shall update the schedule as the Work progresses. TOWN shall determine the normal hours of performance. Any special or differing hours shall be subject to the prior written approval of TOWN. TOWN shall have access always to the locations where Work is performed and to all of drawings, data specifications, calculations, documents, test results and specimens, models and other things related to the Work.

1.3 CONTRACTOR shall furnish and be responsible for the ordering and payment of all supervision, labor, supplies, materials, utilities, tools, equipment, facilities, storage, permits, inspections, licenses and all other things necessary or desirable to accomplish the Work except as specified, in the CONTRACT Documents, to be supplied by TOWN.

1.4 CONTRACTOR is solely responsible for the payment of, and shall require its lower tier CONTRACTORS to pay, all assessments benefits, and insurance premiums in connection with the Work.

1.5 CONTRACTOR is responsible for the health and safety of its employees and the employees of its lower tier CONTRACTORS. CONTRACTOR shall comply with all safety programs, practices or procedures, if any, established, recommended or required by TOWN, any governmental or quasi-governmental authorities. Compliance with any same shall not relieve CONTRACTOR of its responsibility described in the first sentence of this section.

1.6 CONTRACTOR shall be responsible for the security of the Work and shall take all reasonable precautions to prevent theft, loss and waste at the Jobsite.

1.7 CONTRACTOR shall always keep the premises and the vicinity of the Work free and clean of all debris and rubbish. If CONTRACTOR fails to commence cleanup within 24 hours of notice from TOWN of non-compliance, TOWN may commence cleanup without further notice to CONTRACTOR and deduct the cost of same from any amount due or to be due CONTRACTOR.

1.8 The CONTRACTOR shall be responsible to perform all work to cause the least inconvenience to the TOWN, and with proper consideration for the rights of other contractors and workmen. The CONTRACTOR shall be responsible for the resolution of all disputes between itself and other trades on the Site and shall be responsible for any cost, expense or delay resulting there from.

Article 2: COMMUNICATIONS & NOTICES

2.1 All of CONTRACTOR's correspondence or communication regarding this CONTRACT shall include TOWN's CONTRACT Number and Work Description, and shall be mailed or delivered to TOWN's Designated Representative.

2.2 Notices of changes, deficiencies, delays, claims or disputes shall be in writing delivered within 3 business days of occurrence or discovery of same, and shall furnish full information to the extent available. The party notified will acknowledge receipt by endorsement of a copy if requested or will otherwise confirm receipt in writing. Sufficient Notice shall be deemed to have been given if made by express courier or mailing via Registered or Certified Mail postage prepaid to the address shown on page 1 of this CONTRACT.

2.3 CONTRACTOR shall not use or release any advertisement, notice or publicity depicting or describing the Work, TOWN at any time, whether before, during or after completion of the Work, without the express prior written consent of the TOWN. No signs (except reasonably

necessary warnings) shall be placed upon the Jobsite without TOWN's express prior written approval.

Article 3: CHANGES

3.1 TOWN may from time to time, by written order, and without notice to any surety and without invalidating this CONTRACT, or any portion thereof, make changes in the Work, or the conditions under which it is to be performed, or may increase or decrease the services to be performed. The CONTRACTOR shall not make changes in the Work or its manner of performance without prior written authorization from TOWN. If such changes increase or decrease either the cost or time required to perform the Work set forth in this CONTRACT, then the parties will mutually agree upon an equitable adjustment to the price and/or the time to perform the Work under this CONTRACT. Any such modification to this CONTRACT shall be in writing, shall define the extent of the change, the price or basis of pricing the change, the impact of the change on the schedule, and shall be signed by both parties. CONTRACTOR acknowledges and agrees that it waives all right or claim for compensation for any additional or other work not specifically authorized in writing by TOWN's Designated Representative prior to the commencement of such work.

Article 4: DOCUMENTS

4.1 CONTRACTOR warrants that it has examined and reviewed the CONTRACT Documents and all other documents, schedules, drawings and data applicable to the Work and that CONTRACTOR is thoroughly familiar with the intent, scope and extent of the Work. Should any errors, omissions, defects or inconsistencies appear in such documents, CONTRACTOR shall notify TOWN within 3 business days of discovery and shall not proceed with the affected Work portion until it has brought same to the attention of TOWN and received a written interpretation or instruction from TOWN.

Article 5: INDEMNITY

5.1 The Contractor guarantees:

a. To save the TOWN, its agents and employees, harmless from any liability imposed upon the TOWN arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.

b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the town and State of Rhode Island.

c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

Article 6: SUSPENSION OF PERFORMANCE

6.1 TOWN may require CONTRACTOR to suspend performance hereunder completely or partially for whatever length of time TOWN may elect. The time for completion shall be extended by a period equal to such suspension. TOWN shall not be liable for any damages, be they direct, consequential or otherwise, suffered by CONTRACTOR due to delays and suspensions. CONTRACTOR shall be obligated to proceed with the work notwithstanding a dispute on reimbursement; such action shall not prejudice either party's claim with respect to reimbursement.

Article 7: TERMINATION

7.1 TOWN may terminate this CONTRACT, in whole or in part, at any time, with or without cause and without serving prior notice. If this CONTRACT is so terminated, CONTRACTOR shall be paid for all services performed to the date of termination including, in the event the termination is not for cause, all reasonable termination expenses, but shall not be paid for Work not performed by CONTRACTOR. Any progress payments made to CONTRACTOR shall be credited toward any termination payment due. Such termination payment will constitute CONTRACTOR's full compensation to which it is entitled under this CONTRACT and CONTRACTOR waives any claim for damages, including loss of anticipated profits, arising out of such termination.

7.2 Upon receipt of a termination notice, CONTRACTOR shall: (a)

promptly discontinue all services to the extent directed; (b) take reasonable precautions to protect the Work in process; and (c) deliver or otherwise make available to TOWN all data, drawings, calculations, reports and all other information and materials which have been accumulated or developed by CONTRACTOR in performing this CONTRACT, whether completed or in progress.

7.3 In the event of any termination for cause, TOWN shall be entitled to offset against any monies owed to CONTRACTOR all additional costs, expenses or charges incurred or paid by TOWN in connection with or arising out of such termination. If such additional amounts exceed the monies owed CONTRACTOR, CONTRACTOR agrees to pay to TOWN, within seven (7) days of demand, any such excess

7.4 In the event of any termination for cause, TOWN shall be entitled to take and use any materials, equipment, supplies or tools furnished by, or belonging to the CONTRACTOR located at the Jobsite.

Article 8: DISPUTES

8.1 All questions arising under this Agreement shall be resolved in the first instance by TOWN's Project Manager. No claim for additional compensation or extension of time shall be considered unless presented to TOWN's Project Manager in writing within ten (10) calendar days after the occurrence giving rise to the dispute. Any claim not satisfactorily resolved by TOWN's Project Manager in the first instance, and which is presented in writing within the time provided, may be appealed by notice in writing to TOWN's Designated Representative within ten (10) calendar days after the Project Manager's initial decision.

8.2 All claims, disputes and other matters in question which are left unresolved after compliance with the foregoing, arising out of or relating to this CONTRACT or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, may be litigated before any court of competent jurisdiction.

8.3 The CONTRACTOR shall carry on the Work and maintain the project schedule during any dispute proceedings, unless otherwise instructed by TOWN.

Article 9: ASSIGNMENT & CONTRACTS

9.1 CONTRACTOR's duties and obligations hereunder are personal and shall not be assignable or delegable by it in any manner. CONTRACTOR's rights and interest hereunder may not be assigned, pledged or otherwise encumbered without the prior written consent of TOWN.

9.2 CONTRACTOR shall not further CONTRACT any portion of the Work without TOWN's prior written consent. In any event, any Contracting by CONTRACTOR shall in no event relieve CONTRACTOR of its responsibilities, obligations or guaranties for such Contracted portions of the Work or anything arising out of such Contracting.

Article 10: PARTIAL USE OR OCCUPANCY

10.1 TOWN may use and occupy any portion of the Work. Such partial use or occupancy shall not imply an acceptance by TOWN of that or any other portion of the Work and shall not relieve CONTRACTOR of the obligation to complete all of the Work strictly in accordance with the CONTRACT.

Article 11: EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION

11.1 Contractors of the State are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

Article 12: WARRANTY

12.1 CONTRACTOR warrants that all materials, equipment and workmanship furnished by CONTRACTOR shall be new, merchantable and fit for the purposes intended by the CONTRACT and shall comply in all respects with the CONTRACT Documents and shall be free of defects for a period of one (1) year from the date of acceptance of the Work or such longer period required in the CONTRACT Documents and the TOWN may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

Article 13: INSURANCE

13.1 CONTRACTOR shall provide and maintain the insurance required by Exhibit C.

Article 14: HEADINGS AND SEVERABILITY

14.1 The headings in the CONTRACT, Exhibits and attachments

thereto are for quick reference only and are not to be construed as a part of this CONTRACT.

14.2 If any provision of this CONTRACT is determined to be invalid under any applicable law, such decision shall not affect the remaining portion, which remaining portion shall continue in full force and effect as if it had been executed with the invalid portion eliminated.

Article 15: HAZARDOUS MATERIALS

15.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or which is subject to statutory or regulatory requirements governing its handling, disposal or remediation. CONTRACTOR shall have the same obligations with respect to such Hazardous Materials within the scope of the Work as TOWN may have under the CONTRACT Documents or by law.

Article 16: FOREIGN CORPORATIONS

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

Article 17: COLLUSION

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

Article 18: PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

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

Article 19: PREVAILING WAGE REQUIREMENT

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

Article 20: FORCE MAJEURE

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

Article 21: PRICING/FREIGHT

21.1 All pricing offered or extended to the TOWN is firm and fixed unless expressly provided for to the contrary. All prices shall be F.O.B. Destination with freight costs included.

Article 22: SAFETY/COMPLIANCE WITH LAWS

22.1 Supplier shall comply with all applicable federal, state, provincial and local laws, executive orders, rules and regulations during performance of this order, including but not limited to the Occupational Safety and Health Act of 1970, as amended ("OSHA"), Workplace Hazardous Materials Information System ("WHIMIS"), Toxic Substances Control Act as amended ("TSCA") Resource Conservation and Recover Act at 1976, as amended ("RCRA"), Clean Air Act of 1990, as amended, and Fair Labor Standards Act of 1938, as amended ("FLSA"). Supplier warrants that (1) all items sold or furnished under this order, including any packaging and labeling, will conform to and comply with OSHA standards and regulations, (ii) such items have been manufactured or furnished in accordance with the FLSA and regulations issued thereunder, and (iii) for each chemical product or product containing a chemical substance purchased under this order, Supplier shall furnish THE TOWN OF WESTERLY/WESTERLY PUBIC SCHOOLS a Material Safety Data Sheet ("MSDS") in conformance with applicable OSHA, WHIMIS, state, provincial and local requirements, unless a current

will furnish copies of certificates of insurance evidencing coverage for each subcontractor.

EXHIBIT B - INSURANCE SPECIFICATIONS

Standard Insurance and Indemnification Requirements

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. Certificates of Insurance: The contractor will give the Town/Schools a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the Town/Schools to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Town/Schools to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the Town/Schools directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor

F. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against Town/Schools, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the Town/Schools and, if applicable, their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the Town/Schools, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.
- C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits:	\$1,000,000	each
occurrence		
	\$2,000,000	each
occurrence if blasting is required		
	\$2,000,000	general
aggregate with dedicated limits per project site		
	\$2,000,000	products and
completed operations aggregate		
	\$1,000,000	personal and
advertising injury		

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Minimum Limits: \$5,000,000 per occurrence/\$5,000,000 annual aggregate

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits: Workers' Compensation: statutory limit
 Employer's Liability: \$500,000 bodily injury for each accident
 \$500,000 bodily injury by disease for each employee
 \$500,000 bodily injury disease aggregate

F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.

SECTION 00510 - NOTICE OF AWARD

TO: _____

SCHOOL STREET RECONSTRUCTION – PUBLIC BID 2020-060

The Town has considered the BID submitted by you for the above referenced WORK in response to its Invitation to Bid dated October 5, 2020 and the Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amounts shown in the Bid Proposal.

You are required by the Supplementary Instructions to Bidders, Section 5, to execute the Agreement and furnish the required Certificates of Insurance and bonds within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said Certificates and bonds within ten (10) calendar days from the date of this NOTICE, the Town will be entitled to consider all your rights arising out of the Town's acceptance of your BID as abandoned, and as a forfeiture of your BID BOND. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Town.

TOWN OF WESTERLY, RHODE ISLAND

BY: _____

TITLE: _____

Resolution # _____ Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged by:

(Company Name)

on this the _____ day of _____, 2020.

BY: _____

TITLE: _____

SECTION 00550 - NOTICE TO PROCEED

TO: _____

PROJECT TITLE: SCHOOL STREET RECONSTRUCTION – PUBLIC BID 2020-060

The Contractor is hereby authorized and directed to commence work on the referenced project as of the date of issuance of this Notice, which date shall be used as the start date for purposes of calculating the date of completion. Per section **00800 - Supplemental Conditions**, the time of completion for this Contract is **245 calendar days** the date of completion shall therefore be the 15th day of November, 2021.

The Contractor further acknowledges that the failure to complete the referenced project on or before the date of completion shall authorize the Town, at its discretion, to assess liquidated damages against the Contractor in the manner and amounts stipulated in the Special Conditions (if applicable).

With the exception of a formal written change order issued and approved by the Town, no instrument shall extend the date of completion for this project beyond the date stipulated herein.

The Contractor is required to return an acknowledged copy of this NOTICE TO PROCEED to the Town.

TOWN OF WESTERLY, RHODE ISLAND

BY: _____

TITLE: _____

Date of Issuance: _____

ACKNOWLEDGEMENT OF NOTICE TO PROCEED

Receipt of this NOTICE TO PROCEED is hereby acknowledged by:

(Company Name)

on this the _____ day of _____, 2020.

BY: _____

TITLE: _____

SECTION 00610 – PERFORMANCE BOND

Know all men by these presents, that I (we),

_____ of
(Name of Principal(s))

(Name of Corporation, Partnership, or Firm)

hereinafter called "Principal," and

_____ of
(Name of Surety)

_____, State of _____,

hereinafter called the "Surety," are held and firmly bound unto the Town of Westerly, Rhode Island, hereinafter called "Owner," in the sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated _____ day of _____, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT: SCHOOL STREET RECONSTRUCTION – PUBLIC BID 2020-060

in accordance with the contract drawings and specifications.

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

Provided, further, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In witness whereof, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, on this the _____ day of _____, 20__.

_____ Principal

Attest: _____ (Principal) Secretary

_____ (Address/Zip Code)

(Seal) _____ Witness as to Principal

_____ (Address/Zip Code)

_____ Surety

Attest: _____ Attorney-in-Fact

_____ (Surety) Secretary

(Seal) _____ Witness as to Surety

_____ (Address/Zip Code)

Note: (1) Date of bond must not be prior to date of contract agreement.

(2) If Contractor is partnership, all partners must execute bond.

END OF DOCUMENT

SECTION 00611 – LABOR & MATERIAL PAYMENT BOND

Know all men by these presents, that I (we),

_____ of
(Name of Principal(s))

(Name of Corporation, Partnership, or Firm)

hereinafter called "Principal," and

(Name of Surety)

_____, State of _____,

hereinafter called the "Surety," are held and firmly bound unto the Town of Westerly, Rhode Island, hereinafter called "Owner," in the sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Owner, dated _____ day of _____, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT: SCHOOL STREET RECONSTRUCTION – PUBLIC BID 2020-060

in accordance with the contract drawings and specifications.

Now, therefore, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise, to remain in full force and effect.

Provided, further, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be satisfied.

In witness whereof, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, on this the _____ day of _____, 20__.

Principal

Attest: _____ (Principal) Secretary

(Address/Zip Code)

(Seal) _____ Witness as to Principal

(Address/Zip Code)

Surety

Attest: _____ Attorney-in-Fact

(Surety) Secretary

(Seal) _____ Witness as to Surety

(Address/Zip Code)

- Note: (1) Date of bond must not be prior to date of contract agreement.
(2) If Contractor is partnership, all partners must execute bond.

END OF DOCUMENT

SECTION 00612 - ACKNOWLEDGMENT OF BONDS

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION

State of: _____

County of: _____ SS.

On this _____ day of _____, 2020, before me personally appeared

(Name of Principal)

to me known, who being by me duly sworn, did depose and say that he resides in

(Locality of Residence of Principal)

that he is the _____ of _____,
(Title of Principal) (Name of Corporation)

that the corporation which is named herein has executed the foregoing instrument(s), that he knows the seal of the said corporation, that the seal affixed to the said instrument(s) is said corporate seal, that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

_____ (Seal)

ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP

State of: _____

County of: _____ SS.

On this _____ day of _____, 2020, before me personally appeared

(Name of Principal)

a member of the firm of

(Name of Firm)

to me known and known to me to be the individual described in and who executed the foregoing instrument(s), and he duly acknowledged to me that he executed the same as and for the act and deed of the said firm.

_____ (Seal)

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of: _____

County of: _____

On this _____ day of _____, 2020, before me personally appeared

(Name of Individual)

to me known and known to me to be the same person described in and who executed the foregoing instrument(s) and acknowledged to me that he executed the same.

_____ (Seal)

ACKNOWLEDGMENT OF SURETY

State of: _____

County of: _____

On this _____ day of _____, 2020, before me personally appeared

(Name of Principal of Surety)

to me known, who being by me duly sworn, did depose and say that he resides in

(Locality of Residence of Principal)

that he is the _____ of _____
(Title of Principal) (Name of Surety)

that the corporation which is named herein has executed the foregoing instrument(s), that he knows the seal of the said corporation, that the seal affixed to the said instrument(s) is said corporate seal, that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name to the said instrument by like order.

_____ (Seal)

END OF DOCUMENT

GENERAL CONDITIONS

SECTION 00700

SECTION 00700 – GENERAL CONDITIONS

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PART I

ARTICLE 1: CONTRACT AND CONTRACT DOCUMENTS

The Drawings, Specifications, and addenda enumerated in Article 1 of the Special Conditions, the Invitation To Bid, the Standard Instructions To Bidders, the Special Instructions To Bidders, and the Bid Proposal as accepted by the OWNER, shall be binding upon the parties to this Agreement as if fully set forth therein. Whenever the terms "Contract Documents" are used, it shall mean and include this Contract, Special Conditions, General Conditions, the Standard Instructions to Bidders, the Special Instructions to Bidders, the Bid Proposal, Addenda, the Technical Specifications and the Drawings. The OWNER shall interpret his own requirements. In case of conflict or inconsistency between the provisions of the signed portions of the Contract Documents and those of the Specifications, the provision of the signed portions shall govern.

Everything necessary for the proper completion of the work and successful operation thereof, even though neither definitely shown on the plan nor mentioned in the specifications, shall be furnished in a manner corresponding with the rest of the work without extra charge. This is intended to refer to the smaller details necessary for a workmanlike job, and not usually specified or indicated on the drawings.

ARTICLE 2: DEFINITIONS

The following terms as used in this Contract are defined as follows:

- A. CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price or Contract Time.
- B. CONTRACT DOCUMENTS - The Contract, including Advertisement for Bids, Information for Bidders, Bid, Agreement, Payment Bond, Performance Bond, General Conditions, Special Conditions, Technical Specifications, Notice of Award, Notice to Proceed, Change Order, Drawings, and Addenda.
- C. CONTRACTOR - A person, firm, or corporation with whom the Contract is made by the OWNER.
- D. DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the Work to be performed, and which have been prepared by the Engineer.
- E. ENGINEER - Shall mean for the purpose of this Contract the party who shall act as the authorized representative of the OWNER whenever reference is made for such authorization.
- F. FIELD ORDER - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the CONTRACTOR during construction.
- G. NOTICE OF AWARD - The written notice of the acceptance of the Bid from the OWNER to the successful Bidder.
- H. NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the Work and establishing the date of commencement of the Work.

- I. OWNER - Shall mean, for the purpose of this Contract, the Town of Westerly, Rhode Island, as defined in the Contract Agreement.
- J. RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the Project Site or any part thereof.
- K. SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrates how specific portions of the Work shall be fabricated or installed.
- L. SPECIFICATIONS (TECHNICAL SPECIFICATIONS) - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- M. SUBCONTRACTOR - A person, firm, or corporation supplying labor and materials, or only labor, for Work at the site of the Project; for, and under a separate Contract or Agreement with the CONTRACTOR.
- N. SUBSTANTIAL COMPLETION - That date as certified by the Engineer when the construction of the Project or the specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purpose for which it is intended.
- O. WORK ON THE PROJECT - Work to be performed at the location of the Project, including the transportation of materials and supplies to or from the site by employees of the CONTRACTOR or any Subcontractor.

ARTICLE 3: PROVISION OF LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 4: NOTICE AND SERVICE THEREOF

The service of any notice, letter, or other communication shall be deemed to have been made by one of the contracting parties on the other party to the Contract when such letter, notice, or other communication has been delivered to the legal office address of the addressee, by a duly authorized representative of the addresser in person, or when such letter, notice, or other communication has been deposited in any regularly maintained mailbox of the United States Post Office, in a properly addressed, postpaid wrapper. The date of such service shall be considered to be the date of such personal delivery or mailing.

The address of the CONTRACTOR noted in his bid and/or the address of his field office on or near the site of Work shall be considered his legal address for the purposes as set forth above.

ARTICLE 5: GRATUITIES

- A. If it is found, after notice and hearing, by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONTRACTOR, or any agent or representative of the CONTRACTOR, to any official, employee, or agent of the OWNER, or of the State, with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this Contract, the OWNER, may by written notice to the CONTRACTOR, terminate the right of the CONTRACTOR to proceed under this Contract or may pursue each other's rights and remedies provided by law or under this Contract: provided, that the existence of the facts upon which the OWNER makes such findings shall be in issue and may be reviewed in proceedings pursuant to the "Remedies" Clause of this Contract.
- B. In the event this Contract is terminated as provided in Paragraph (a) hereof, the OWNER shall be entitled (1) to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR, and (a) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than three (3) nor more than ten (10) times the cost incurred by the CONTRACTOR in providing any such gratuities to any such officer or employee.

ARTICLE 6: COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract Price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 7: REMEDIES

Except as may be otherwise provided in this Contract, all claims, counterclaims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided in a court of competent jurisdiction within the State in which the OWNER is located.

PART II

ARTICLE 8: REPRESENTATIONS OF THE CONTRACTOR

The CONTRACTOR represents and warrants:

- A. That he is financially solvent and that he is experienced and competent to perform the type of Work required under this Contract and that he is able to furnish the plant materials, supplies, or equipment that may be necessary to perform the Work as specified.
- B. That he is familiar with all Federal, State and municipal laws, ordinances, orders, and regulations which may in any way affect the Project Work, or the employment of persons thereon, including but not limited to any special acts relating to the Work or to the Project of which he is a part.
- C. That such temporary and permanent Work required by the Contract Documents to be done by him will be satisfactorily constructed and can be used for the purpose for which it was intended and that such construction will not injure any person or damage property.
- D. That he has carefully examined the Drawings, Specifications, and Addenda, if any, and the site of the Work and that from his own investigations, he has satisfied himself as to the nature and location of the Work, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions, and all other items that may affect the Work.
- E. That he is aware of the hazards involved in the Work and the danger to life and property both evident and inherent and that he will conduct the Work in a careful and safe manner without injury to persons or property.

ARTICLE 9: CONTRACTOR'S OBLIGATIONS

The CONTRACTOR shall perform all Work in a good workmanlike manner, and in accordance with the plans and Specifications and any supplements thereto, and according to any directions or orders given by the OWNER. He shall furnish all supplies, materials, facilities, equipment, and means necessary or proper to perform and complete the Work required by this Contract. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of good quality. The CONTRACTOR, if required, shall furnish satisfactory evidence as to the kind and quality of materials. He shall furnish, erect, maintain, and remove any construction plant or temporary Work as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The CONTRACTOR shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications and shall do, carry on, and complete the entire Work to the satisfaction of the OWNER.

The CONTRACTOR shall be solely responsible for all the Work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage of whatever nature resulting from the Work or resulting to persons, property, or the Work during its progress, from whatever cause, shall be the responsibility of the CONTRACTOR.

The CONTRACTOR shall hold the OWNER and Engineer, or their duly authorized agents, harmless and defend and indemnify them against damages or claims for damages due to injuries to persons or property arising out of the execution of the Project Work, and for damages to materials furnished for

the Work, for infringement of inventions, patents, and patent rights used in doing the Work, and for any act, omission, or instance of neglect by the CONTRACTOR, his agents, employees, or subcontractors.

The CONTRACTOR shall bear all losses resulting to him, including but not limited to losses sustained on account of the character, quality, or quantity of any part of the Work, or all parts of the Work, or because the nature of the conditions in or on the Project site are different from what was estimated or indicated, or on account of the weather, elements, or other causes.

It shall be the General CONTRACTOR'S responsibility to coordinate the work of any subcontractor he may engage and any manufacturer's representative used in installing equipment and to furnish any incidental equipment, connections, materials, and labor not furnished by such manufacturers, suppliers, subcontractors, etc., and perform all cutting and patching to make a completely finished, operable unit, structure or piece of equipment for its intended use and satisfactory to the OWNER.

The CONTRACTOR will cooperate in every way possible with the OWNER and with other contractors. Where new work adjoins old and making connections to existing systems, the CONTRACTOR shall consult with the OWNER and/or other contractors and shall perform such work in as short time as possible at times that will least interfere with normal operation.

ARTICLE 10: TERMINATION FOR DEFAULT; DAMAGES FOR DELAY; TIME EXTENSIONS

- A. If the CONTRACTOR refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said Work within such time, the OWNER may, by written notice to the CONTRACTOR, terminate his right to proceed with the Work or such part of the Work as to which there has been a delay. In such event, the OWNER may take over the Work and prosecute the same to completion, by Contract otherwise, and may take possession of and utilize in completing the Work such materials, appliances, and plant as may be on the site of the Work and necessary therefore. Whether or not the CONTRACTOR'S right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the OWNER resulting from his refusal or failure to complete the Work within the specified time.
- B. If fixed and agreed liquidated damages are provided in the Contract and if the OWNER so terminates the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs occasioned the OWNER in completing the Work.
- C. If fixed and agreed liquidated damages are provided in the Contract and if the OWNER does not so terminate the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until the Work is completed or accepted.
- D. The CONTRACTOR'S right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage if:
 - 1. The delay in the completion of the Work arises from causes other than normal weather beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, acts of the public enemy, acts of the OWNER in either its sovereign or contractual capacity, acts of another contractor in the performance of a Contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from causes other than

normal weather beyond the control and without the fault of negligence of both the CONTRACTOR and such subcontractors or suppliers; and

2. The CONTRACTOR, within ten (10) days from the beginning of any such delay (unless the OWNER grants a further period of time before the date of final payment under the Contract), notifies the OWNER in writing of the causes of delay. The OWNER shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the "Remedies" clause of this Contract.
- E. If, after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the OWNER, be the same as if the notice of termination has been issued pursuant to such clause. If, in the foregoing circumstances, this Contract does not contain a clause providing for termination for convenience of the OWNER, the Contract shall be equitably adjusted accordingly; failure to agree to any such adjustment shall be subject to the "Remedies" clause of this Contract.
- F. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- G. As used in paragraph (d) (1) of this clause, the term "Subcontractors or suppliers", means subcontractors or suppliers at any tier.

ARTICLE 11: INDEMNITY

The CONTRACTOR shall at all times indemnify and save harmless the OWNER and the Engineer, their servants and agents, from any and all claims and from any suits, litigations, damages, losses or the like arising out of injuries sustained or alleged to have been sustained by any persons or property in connection with the Contract Work, caused in whole or in part by acts or omissions of the CONTRACTOR, his subcontractors, material suppliers, or anyone directly or indirectly connected with the Contract Work.

ARTICLE 12: PERMITS AND REGULATIONS

The CONTRACTOR shall comply with all laws, regulations, ordinances, orders and rules relating to the performance of the Work, the protection of the adjacent property, and the maintenance of passageways, guard fences, and other protective facilities.

It is the responsibility of the CONTRACTOR to secure, at his expense, all necessary permits and licenses for the required work.

ARTICLE 13: COMPLETENESS OF THE WORK

In addition to the specified or described portions of the Work, all other Work and all other materials, equipment, and labor of whatever description, necessary or required to complete the Work, or for carrying out the full intent of the drawings and Specifications, such Work, labor, materials, and equipment shall be provided by the CONTRACTOR, and payment therefore shall be considered as having been included in the price stipulated for the appropriate item of Work listed in the bid.

ARTICLE 14: CARE OF THE WORK

The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Work and shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the OWNER, whether or not the same has been covered by partial payments made by the OWNER.

ARTICLE 15: PROTECTION OF CONSTRUCTION FEATURES

The CONTRACTOR shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and such incidentals, and to avoid damage thereto. The CONTRACTOR shall completely repair any damage at no additional expense to the OWNER.

ARTICLE 16: SAFETY AND HEALTH REGULATIONS

These Contract Documents, and the joint and several phases of construction hereby contemplated, are to be governed, at all times, by the applicable provisions of the Federal law(s), including but not limited to the following:

1. Williams-Steiger Occupational Safety and Health Act, 1970, Public Law 92-596;
2. Part 1910 of the Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
3. This Project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. CONTRACTORS are urged to become familiar with the requirements of these regulations.

In the event of any inconsistencies between the above laws and regulations and the provisions of these Contract Documents, the laws and regulations shall prevail.

ARTICLE 17: FIRE PREVENTION AND PROTECTION

All State and municipal rules and regulations with respect to fire prevention, fire-resistant construction, and fire protection shall be strictly adhered to on all Work and facilities necessary therefore shall be provided and maintained by the CONTRACTOR in an approved manner.

All fire protection equipment such as water tanks, hoses, pumps, extinguishers and other materials and apparatus, shall be provided for the protection of the Contract Work, temporary Work, and adjacent property. Trained personnel experienced in the operation of all fire protection equipment and apparatus shall be available on the site whenever Work is in progress, and at such other times as may be necessary for the safety of the public and the Work.

ARTICLE 18: PROTECTION OF LIVES AND HEALTH

- A. In order to protect the lives and health of his employees under this Contract, the CONTRACTOR shall meet all pertinent provisions of the "Manual of Accident Prevention in Construction," issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational diseases, and injuries requiring medical attention or causing loss of time of employment on the Contract Work.

- B. The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

ARTICLE 19: SPIRITUOUS LIQUORS

The CONTRACTOR shall neither permit nor suffer the introduction of spirituous liquors upon the Work embraced in this Contract, nor the use of the same.

PART III

ARTICLE 20: THE OWNER'S AUTHORITY

The OWNER shall give all orders and directions contemplated under this Contract and Specifications relative to the execution of the Work. The OWNER shall determine the amount, quality, acceptability, and fitness of the several kinds of Work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said Work and the construction thereof. The OWNER'S estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or Specifications, the determination or decision of the OWNER shall be a condition precedent to the right of the CONTRACTOR to receive any money or payment for Work under this Contract affected by such questions.

The OWNER shall decide the meaning and intent of any portion of the Specifications and of any plans or drawings where the same may be found to be obscure or be in dispute. Any differences or conflicts in regard to their Work which may arise between the CONTRACTOR and other contractors performing Work for the OWNER, shall be adjusted and determined by the OWNER.

ARTICLE 21: ALL WORK SUBJECT TO CONTROL BY THE OWNER

- A. In the performance of the Work, the CONTRACTOR shall abide by all orders, directions, and requirements of the OWNER, and shall perform all Work to the satisfaction of the OWNER, and at such times and places, by such methods, and in such manner and sequence as he may require. The OWNER shall determine the amounts, quality, acceptability, and fitness of all parts of the Work. The OWNER shall interpret the drawings, Specifications, contract documents, all other documents, and the extra Work orders. The OWNER shall also decide all other questions in connection with the Work. The CONTRACTOR shall employ no plant, equipment, materials, methods or men to which the OWNER objects and shall remove no plant, materials, or equipment, or other facilities from the Work site without the OWNER'S permission. Upon request, the OWNER will confirm in writing any oral order, direction, requirement, or determination.
- B. Inspectors shall be authorized to inspect all Work done and materials furnished. Such inspection may extend to all parts of the Work and to the preparation or manufacture of the materials to be used. The presence or absence of an inspector shall not relieve the CONTRACTOR from any requirements of the Contract. In case of any dispute arising between the CONTRACTOR and the inspector as to materials furnished or the manner in which the Work is being executed, the inspector shall have the authority to reject material, and suspend Work until the question has been decided by the OWNER. The inspector shall not be authorized to revoke, alter, enlarge, relax, or release any requirement of these Specifications, nor to approve or accept any portion of the Work, nor to issue instructions contrary to the drawings and Specifications. The inspector shall in no case act as foreman or

perform other duties for the CONTRACTOR or interfere with the management of the Work by the latter. Any advice which the inspector may give the CONTRACTOR shall in no way be construed as binding the OWNER or the Engineers in any way, nor releasing the CONTRACTOR from the fulfillment of the terms of the Contract.

ARTICLE 22: RIGHT OF THE OWNER TO TERMINATE THE CONTRACT

In the event that any of the provisions of this Contract are violated by the CONTRACTOR, or any of his subcontractors, the OWNER may serve written notice upon the CONTRACTOR and the Surety of his intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract. If within ten (10) days such violation or delay shall not cease, and satisfactory arrangement or correction made, the Contract shall, at the expiration of the ten (10) days, cease and immediately serve notice thereof upon the Surety and the CONTRACTOR, and the Surety shall have the power to take over and perform the Contract; provided, however, that if the Surety does not commence performing thereof within ten (10) days from the date of mailing to such Surety a Notice Of Termination, the OWNER may take over the Work and prosecute the same to completion by Contract or force account at the expense of the CONTRACTOR, and the CONTRACTOR and his Surety shall be liable to the OWNER for any excess cost occasioned the OWNER thereby.

If the CONTRACTOR should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extensions of time are provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payments to Subcontractors or for material or labor, or persistently disregard laws, or ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the OWNER, upon the written notice of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right to remedy and after giving the CONTRACTOR ten (10) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient.

In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The expense incurred by the OWNER herein provided, and the damage incurred through the CONTRACTOR'S default, shall be determined by the Engineer.

Where the Contract has been terminated by the OWNER, said termination shall not affect or terminate any of the rights of the OWNER as against the CONTRACTOR of his surety then existing or which may thereafter accrue because of such default.

In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR, if notified to do so by the OWNER, shall promptly remove any part or all of his equipment or supplies from the property of the OWNER, failing which the OWNER shall have the right to remove such equipment and supplies at the sole expense of the CONTRACTOR.

ARTICLE 23: TERMINATION FOR CONVENIENCE

- A. The performance of Work under this Contract may be terminated by the OWNER in accordance with this clause in whole, or from time to time in part, whenever the OWNER shall determine that such termination shall be affected by delivery to the CONTRACTOR of

a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

- B. After receipt of a Notice of Termination, and except as otherwise directed by the OWNER, the CONTRACTOR shall:
1. Stop Work under the Contract on the date and to the extent specified in the Notice of Termination;
 2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
 4. Assign to the OWNER in the manner, at the times, and to the extent directed by the OWNER, all of the rights, title and interest of the CONTRACTOR under the orders and subcontracts so terminated. In which case, the OWNER shall have the right, at its discretion, to settle, or pay any or all claims arising out of the termination of such orders and subcontracts;
 5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the OWNER to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
 6. Transfer title to the OWNER, and deliver in the manner, at the times, and to the extent, if any, directed by the OWNER, (i) the fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the Notice Of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the OWNER;
 7. Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the OWNER, any property of the types referred to in (6) above; provided however, that the CONTRACTOR (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by the OWNER: and, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the OWNER or the CONTRACTOR under this Contract, or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in other such manner as the OWNER may direct;
 8. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and,
 9. Take such action as may be necessary, or as the OWNER may direct, for the protection and preservation of the property related to this Contract which is in the possession of the CONTRACTOR and which the OWNER has or may acquire an interest.

- C. After receipt of a Notice of Termination, the CONTRACTOR shall submit to the OWNER his termination claim, in the form and with the certification prescribed by the OWNER. Such claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the OWNER upon request of the CONTRACTOR made in writing within such one-year period or authorized extension thereof. However, if the OWNER determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one-year period or extension thereof. Upon failure of the CONTRACTOR to submit his termination claim within the time allowed, the OWNER may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall thereupon pay to the CONTRACTOR the amount so determined.
- D. Subject to the provisions of paragraph (c), the CONTRACTOR and the OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of Work pursuant to this clause which amount or amounts may include a reasonable allowance for profit on Work done: provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price or Work not terminated. The Contract shall be amended accordingly, and the Contract shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the CONTRACTOR in the event of failure of the CONTRACTOR and the OWNER to agree upon the whole amount to be paid to the CONTRACTOR by reason of the termination of Work pursuant to this paragraph (d).
- E. In the event of failure of the CONTRACTOR and the OWNER to agree as provided in paragraph (d) upon the whole amount to be paid to the Contract by reason of the termination of Work pursuant to this clause, the OWNER shall determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR; the amounts determined as follows:
1. With respect to all Contract Work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - i. The cost of such Work;
 - ii. The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders provided in paragraph (b)(5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered, or services furnished by the subcontractor prior to the effective date of the Notice Of Termination of Work under this Contract, which amounts shall be included in the cost on account of which payment is made under (i) above, and;
 - iii. A sum, as profit on (i) above, determined by the OWNER to be fair and reasonable: provided; however, that if it appears that the CONTRACTOR would have sustained loss on the entire Contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and,
 2. The reasonable cost of the preservation and protection of property incurred pursuant to paragraph (b)(9); and any other reasonable cost incidental to termination of Work

under this Contract, including expense incidental to the determination of the amount due to the CONTRACTOR as the result of the termination of Work under this Contract.

The total sum to be paid to the CONTRACTOR under (1) above shall not exceed the total Contract Price as reduced by the amount of payments otherwise made, and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that the OWNER shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the CONTRACTOR under (1) above, the fair value, as determined by the OWNER, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the OWNER, or to a buyer pursuant to paragraph (b)(7).

- F. The CONTRACTOR shall have the right to dispute under the clause of this Contract entitled "Remedies" from any determination made by the OWNER under paragraph (c) or (e) above, except that, if the CONTRACTOR has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of such item, he shall have no such right of appeal. In any case, where the OWNER has made a determination of the amount due under paragraph (c) or (e) above, the OWNER shall pay to the CONTRACTOR the following: (1) if there is no right of appeal hereunder, or if no timely appeal has been taken, the amount so determined by the OWNER, or (2) if a "Remedies" proceeding is initiated, the amount finally determined in such "Remedies" proceeding.
- G. In arriving at the amount due the CONTRACTOR under this clause, there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this contract, (2) any claim which the OWNER may have against the CONTRACTOR in connection with this Contract, and (3) the agreed price for, or the proceeds of sale of any materials, supplies, or other things kept by the CONTRACTOR or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited by the OWNER.
- H. If the termination hereunder be partial, prior to the settlement of the terminated portion of this Contract, the CONTRACTOR may file with the OWNER a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice Of Termination) and such equitable adjustment as may be agreed upon shall be made in such price or prices; however, nothing contained herein shall limit the right of the OWNER and amounts to be paid to the CONTRACTOR for the completion of the continued portion of the Contract, when said Contract does not contain an established contract price for such continued portion.

ARTICLE 24: RIGHTS OF ACCESS

Nothing herein contained or shown on the drawings shall be construed as giving the CONTRACTOR exclusive occupancy of the Work area. The OWNER or any other contractors employed by him, the various utility companies, contractors, or subcontractors employed by State or Federal agencies, or any other agencies involved in the general Project or upon public rights-of-way, may enter upon or cross the area of Work or occupy portions of the area as is directed or necessary. When the territory of one contract is the convenient means of access to the other, the CONTRACTOR shall arrange his Work in such a manner as to permit such access to the other and prevent unnecessary delay to the Work as a whole.

ARTICLE 25: SUSPENSION OF WORK

- A. The OWNER may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the OWNER.
- B. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the OWNER in administration of this Contract, or by his failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Contract.
- C. No claim under this clause shall be allowed (1) for any costs incurred more than twenty (20) days before the CONTRACTOR shall have notified the OWNER in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

ARTICLE 26: INSPECTION

The authorized representatives and agents of the OWNER shall be permitted to inspect all Work materials, payroll, records of personnel, invoices for materials, and other relevant data and records.

The OWNER and Engineer and their representatives shall at all times have access to the work whenever it is in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made. If any work should be covered up without approval or consent of the Engineers it must, if required by the Engineer, be uncovered for examination and properly restored at the CONTRACTOR'S expense.

PART IV

ARTICLE 27: SUBCONTRACTORS

The CONTRACTOR may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty subcontractor.

The CONTRACTOR shall not award Work to any subcontractor other than those listed in his bid, without the prior written approval of the OWNER, which approval will not be given until the

CONTRACTOR submits a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the OWNER may require.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work, to bind the subcontractors to the Contract Documents insofar as applicable to the subcontractor Work and to give the CONTRACTOR the same power as regards to terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

Nothing contained in this Contract shall create any contractual relationship between the OWNER and any subcontractor.

ARTICLE 28: MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the CONTRACTOR, any other contractor or any subcontractor shall suffer loss or damage to the Work, the CONTRACTOR agrees to settle with such other contractor or subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the OWNER on account of any damage alleged to have been sustained, the OWNER shall notify the CONTRACTOR who shall indemnify and save harmless the OWNER against any such claim.

ARTICLE 29: ASSIGNMENTS

The CONTRACTOR shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without the written consent of the OWNER. In case the CONTRACTOR assigns all or part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the CONTRACTOR shall be subject to prior claims of all persons, firms, or corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

ARTICLE 30: SEPARATE CONTRACTS

The OWNER reserves the right to let other contracts in connection with the construction of the contemplated Work of the Project, or continuous Projects of the OWNER. The CONTRACTOR, therefore, will afford to any such other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, will properly connect and coordinate his Work with theirs, and will not commit or permit any act which will interfere with the performance of their Work.

The CONTRACTOR shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for storage of materials and in the detailed execution of the Work. Failure by the CONTRACTOR to keep informed on the progress of defective workmanship by others, shall be construed as acceptance by him of the status of the Work as being satisfactory for proper coordination with and performance of his own Work.

ARTICLE 31: WORK BY OTHERS

The OWNER reserves the right to do any other Work which may be connected with, or become a part of, or be adjacent to the Work embraced by this Contract, at any time, by Contract or otherwise. The CONTRACTOR shall not interfere with the Work of such others as the OWNER may employ, and shall execute his own Work in such a manner as to aid in the execution of the Work of others as may

be required. No backfilling of trenches or excavations will be permitted until such Work by the OWNER is completed.

PART V

ARTICLE 32: WAGE UNDERPAYMENT AND ADJUSTMENTS

The CONTRACTOR agrees that in case of underpayment of wages to any worker on the Project under this Contract by the CONTRACTOR or any of his subcontractors, the OWNER will withhold from the CONTRACTOR out of payments due to him, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked, and that the OWNER may disburse such amount so withheld by it for and on account of the CONTRACTOR to the employee to whom such amount is due. The CONTRACTOR further agrees that the amount withheld pursuant to this article may be in addition to the percentage to be retained by the OWNER pursuant to other provisions of this Contract.

ARTICLE 33: NON-DISCRIMINATION IN EMPLOYMENT

In connection with the performance of the Work under this Contract, the CONTRACTOR agrees not to discriminate against employee because of race, religion, color, or national origin. The aforesaid provisions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

ARTICLE 34: APPRENTICES

Apprentices shall be permitted to Work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, United State Department of Labor; or if no such Council exists in a State, under a program registered with the Bureau of Apprenticeship, United State Department of Labor.

PART VI

ARTICLE 35: MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever, necessary to protect, execute, complete, and deliver the Work within the specified time.

The CONTRACTOR shall submit to the Engineer for approval material and apparatus included under this contract and as listed in detail under the respective items together with samples, tests of materials, documentary evidence or other information in such detail as may be necessary to permit the Engineer to determine whether the same comply with the specifications, and written approval shall be obtained prior to the incorporation of the material, apparatus or equipment in the work.

Where accepted Standard Specifications for materials of conduct of work are referred to in these specifications, such Standard Specifications shall be considered a part of these specifications the same as if repeated therein verbatim. In the specifications there are specified and shown certain

equipment and materials deemed most suitable for the service anticipated. The awarding of the contract will constitute a contractual obligation to furnish the specified equipment and materials unless the CONTRACTOR desired to follow procedures.

After the execution of the contract, substitution of equipment of makes other than those named in the contract will be considered for two reasons only:

- A. That the equipment proposed for substitution is superior in the construction and/or efficiency to that named in the contract.
- B. That the equipment proposed for substitution is equal in construction and/or efficiency to that named in the contract.

In the event the CONTRACTOR obtains the Engineer's approval on equipment other than that for which the plan was originally laid out, the CONTRACTOR shall at his own expense make any changes in the structures, buildings or piping necessary to accommodate the equipment named in the contract and if the substitution is approved, the contract price shall be reduced by an amount equal to 75% of the savings, if any.

ARTICLE 36: CONTRACTOR'S TITLE TO MATERIALS

No material, supplies, or equipment 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 therein or in any part thereof is retained by the seller or supplier. The CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in the Work and further warrants upon completion of all Work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the OWNER free from any claims, liens, or charges, or encumbrances and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor or any Work covered by this Contract shall have the right to a lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 37: INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the Project shall be new and of current manufacture. Testing will be done in accordance with accepted standards and as directed by the OWNER; the laboratory or inspection agency shall be selected by the OWNER. Except as specified elsewhere in these Specifications, the OWNER will pay for laboratory inspection.

All materials and workmanship shall be subject to inspection, examination, and testing by the OWNER at any and all times during manufacture and/or construction, to establish conformance with these Specifications and suitability for uses intended. Without additional charge, the CONTRACTOR shall furnish promptly all reasonable facilities, labor, and materials necessary to make tests so required safe and convenient. He shall also furnish mill, factory, or other such tests based on the Standards and Tentative Standards of the American Society for Testing materials as required by the OWNER.

ARTICLE 38: DEFECTIVE MATERIALS

No materials shall be laid or used which are known or may be found to be in any way defective. Any materials found to be defective at the site of Work or upon installation shall be replaced by the CONTRACTOR at his own expense. Notice shall be given to the OWNER of any defective or imperfect material. Defective or unfit material found to have been laid, shall be removed and

replaced by the CONTRACTOR with sound and unobjectionable material, without additional cost to the OWNER.

ARTICLE 39: PATENTS

- A. The CONTRACTOR shall hold and save the OWNER harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the Contract, including its use by the OWNER.
- B. License and/or royalty fees for the use of a process which is authorized by the OWNER must be reasonable, and paid to the holder of the patent, or his authorized agent, directly by the CONTRACTOR.
- C. If the CONTRACTOR uses any design, device or material covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the OWNER or such patent or copyrighted design, device, or material.
- D. It is mutually agreed and understood that, without exception, the Contract Price shall include all royalties, license fees, or costs arising out of the use of such process, design, device, or materials, in any way involved in the Work. The CONTRACTOR and/or his Surety shall indemnify and save the Engineer and the OWNER harmless from all claims for infringement by reason of use of such patented material, device, or design in connection with the Work under this Contract, and shall indemnify the Engineer and the OWNER for any cost, expense, or damage which it may be obligated to pay for reason of such infringement at any time during the prosecution of the Work.

ARTICLE 40: "OR APPROVED EQUAL." CLAUSE

- A. Whenever a material of article required is specified or shown on the drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the OWNER'S sole opinion. It shall not be purchased or installed without his written approval. In all cases, new material shall be used on the Project.
- B. If two (2) or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the approved equal of the other. Any other brand, make or material, device or equipment, which, in the opinion of the OWNER or his authorized agent, is the recognized approved equal of that specified, considering quality, workmanship, and economy of operation, and is suitable for the purpose intended, may be accepted.
- C. If any other material or article is substituted for items shown or specified, the Project must result in a savings in the Contract Price and the CONTRACTOR shall submit evidence that the substitute product is equal. Upon approval of the substitute product, the OWNER will issue a deductive change order.
- D. If an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet with the specified experience period may, at the option of the OWNER, be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

PART VII

ARTICLE 41: INSURANCE

The CONTRACTOR shall be responsible for maintaining insurance coverage in force for the life of this Contract of the kind and adequate amounts to secure all of this obligations under this Contract and with insurance companies licensed to write such insurance in the State of Rhode Island and acceptable to the OWNER. The kinds and amounts of such insurance carried shall not be less than the kinds and amounts of insurance coverage designated in the Supplemental Conditions, and the CONTRACTOR agrees that the stipulation therein of the kinds and minimum amounts of coverage or the acceptance by the OWNER of certificates indicating the kinds and limits of coverage shall in no way limit the liability of the CONTRACTOR to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the OWNER, the Engineer, and their agents or representatives from any and all claims for damages arising out of the Contract, to either persons or property.

Policies and certificates of all insurance shall be submitted to the OWNER by the CONTRACTOR prior to preparation of the construction Contract. In the event that the form of any policy or amount or insurance company writing same is not satisfactory to the OWNER, the CONTRACTOR shall re-submit all required items to the OWNER prior to the signing of the Contract. This requirement to re-submit shall not automatically extend the time limit specified elsewhere in these documents for the submittal of required items. The CONTRACTOR shall not cause policies to be canceled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability amounts of insurance until notice has been sent by registered mail to the OWNER, stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer evidencing in particular, those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

The CONTRACTOR shall be responsible for the provision of identical insurance coverage for all his subcontract operations and, in the event that the CONTRACTOR'S policies do not cover each and every subcontractor, certificates of insurance issued on policies by companies that are acceptable to the OWNER covering each and every subcontractor shall be filed under the OWNER prior to the commencement of such subcontract operations. All insurance specified in this Contract shall be provided by the CONTRACTOR, at no additional expense to the OWNER.

PART VIII

ARTICLE 42: COMPENSATION TO BE PAID TO THE CONTRACTOR

- A. The OWNER will pay and the CONTRACTOR shall receive as full compensation for everything furnished and installed by the CONTRACTOR under this Contract, the unit prices and lump sum prices set opposite the respective items in the accepted bid form herein contained, and payment for approved extra Work.

The cost of all Work required not specifically included in any items herein mentioned, and also for all loss or damage arising out of the nature of the Work aforesaid or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the Work and for all risks of every description connected with the Work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the

Work as herein specified, and for assuming all duties, and liabilities, herein required, and for well and faithfully completing the Work, and the whole thereof, as herein provided, shall be the responsibility of the CONTRACTOR.

- B. The amount of the Contract (accepted bid price/prices) listed in the bid is based on the estimated quantities and the unit and/or lump sum price as set forth in the bid. It is understood and agreed that the CONTRACTOR will accept as payment the actual measured quantities at the unit and/or lump sum price as set forth in the accepted bid.
- C. The estimated quantities given in the bid proposal for the various items of Work are given for the purpose of comparing the bids offered for the Work under this Contract and if it is found in the performance of the Contract Work that any or all of the said estimated quantities are not even approximately correct, the CONTRACTOR shall have no claim for anticipated profits, or for loss of profit, or for increase in prices as listed in the accepted bid because of the difference between the quantities of the various items of Work actually done and the estimated quantities stated in the accepted bid.
- D. No payment or compensation will be made to the CONTRACTOR for damages because of hindrance or delay from any cause in the progress of the Work, whether such hindrances or delays are avoidable or unavoidable.

ARTICLE 43: CHANGE ORDERS

- A. The OWNER may, at any time, without notice of the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of this Contract, including but not limited to changes:
 - 1. In the Specifications (including drawings and design);
 - 2. in the method or manner of performance of the Work;
 - 3. in the OWNER-furnished facilities, equipment, materials, services or site; or
 - 4. directing acceleration in the performance of the Work.
- B. Any other written order or an oral order (which terms as used in this paragraph (B) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a Change Order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a Change Order.
- C. Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the CONTRACTOR to an equitable adjustment hereunder.
- D. If any change, by Change Order, causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly: provided; however, that no claim for any Change Order (b) above shall be allowed for any costs incurred more than twenty (20) days before the CONTRACTOR gives written notice as therein required: and, provided further, that in case of defective Specifications for which the OWNER is responsible, the equitable adjustment shall include only increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective Specifications.

- E. If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within thirty (30) days after receipt of a written Change Order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.
- F. No claim by the CONTRACTOR for an equitable adjustment hereunder for any amount shall be allowed unless agreed to by Change Order prior to the Work being done. Change Orders shall be prepared and executed in accordance with Section 00900 – Change Orders.

ARTICLE 44: CHANGES IN THE WORK

No changes in the Work covered by the approved Contract Documents shall be made without having prior written approval of the OWNER. Charges or credits for the Work covered by the approved changes shall be determined by one or more, or a combination of the following methods as the OWNER shall direct:

- A. Unit price bid previously approved;
- B. The actual cost: labor, materials, Ownership or rental costs of construction plant and equipment during the use of item on the extra Work; power and consumable supplies for the operation of power and equipment;
- C. Insurance; and
- D. Social Security and Unemployment contributions.

To the cost of "B" above, there shall be added a fixed fee to be agreed upon but not to exceed ten (10) percent. The fee shall be compensation to cover the cost of supervision, overhead, bonds, profits, and any other general expenses.

ARTICLE 45: CLAIMS FOR EXTRA COST

No claims for extra Work or cost will be allowed unless the same were done in pursuance of a written order of the OWNER as aforesaid, and the claim presented with the first estimate after the changed or extra Work is done. When the Work is performed under terms specified elsewhere in the Contract, the CONTRACTOR shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and upon the OWNER'S request, give him full access to the accounts relating thereto.

ARTICLE 46: CHANGES AND MODIFICATIONS

The OWNER reserves the right to delete or cancel any item or items or parts thereof as listed in the bid, without recourse by the CONTRACTOR. The OWNER also reserves the right to add to any item as listed in the bid. The compensation to be paid to the CONTRACTOR for such additional extensions, appurtenances, or items shall be made under the applicable items in the bid. If no applicable items are provided in the bid, the compensation to be paid the CONTRACTOR shall be set forth under the article entitled "Changes in the Work" as found herein and/or Section 00900 – Change Orders.

ARTICLE 47: DEDUCTION FOR UNCORRECTED WORK

If the OWNER deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

SUPPLEMENTAL CONDITIONS

SECTION 0800

INDEX TO SUPPLEMENTAL CONDITIONS

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1. CHARACTER OF WORK AND PERSONNEL

The work shall be executed in a careful and workmanlike manner by properly trained and qualified workers or craftsmen in strict accordance with the plans and/or specifications.

2. SITE INVESTIGATIONS

Bidders must satisfy themselves by personal examinations at the locations of the proposed work, and/or by such other means as they prefer, such as by inspection of records and drawings of any public utilities or private corporations involved, as to the actual conditions and requirements of the proposed work, and to the accuracy of the information statements contained in the specifications and drawings. The submission of any bid shall be accepted by the Town as satisfactory proof that the bidder has satisfied himself in this respect. He shall not, after the submission of this bid, assert that there was any misunderstanding in regard to the nature or amount of work to be done.

3. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary and what is called for by anyone shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. All costs of material, equipment and labor supplied by the Contractor which is incidental to the acceptable completion of the project shall be considered to have been included in the price or prices quoted, and no separate payments will be made for such items.

4. SPECIFICATIONS

It shall be the responsibility of the Contractor to study the specifications and other instructions. He shall request clarification from the Engineer of any errors, inconsistencies or omission, which he may discover.

5. USE OF PREMISES

The Contractor shall confine all apparatus, materials, supplies and equipment to the roadway or right-of-way in which the work is being performed, and will not unreasonably encumber these premises with such items. He shall promptly remove and legally dispose of all debris resulting from his operations. He shall indemnify and hold harmless the Town from any and all claims by abutting and adjacent property owners for damages resulting from his operation.

6. SUBCONTRACTORS

The Contractor shall notify the Town, in writing, of the names of all proposed subcontractors to be employed in the procurement of the work, along with a summary of the extent and character of the work to be done by each subcontractor. The Proposal shall include a blank form to be used for this purpose where such subcontractors have been selected by the bidder during the bidding period.

The Town shall approve or disapprove of proposed subcontractors after the award of the general contract. The Town shall be notified before any changes in subcontractors during progress of the project.

The Engineer shall be authorized, at any time during the progress of the project, to assess the desirability or competency of any subcontractor. The Engineer shall notify the Contractor, in writing, of such assessments, and in the event that a subcontractor is deemed undesirable or incompetent to perform the work for which he has been hired, the Contractor shall take immediate

steps for cancellation of the subcontract if so instructed by the Engineer. Subletting of work by subcontractors shall be subject to the same regulations described above. Nothing contained in this contract shall create any contractual relationship between a subcontractor and the Town, nor shall the Town be responsible to guarantee the prompt and/or full payment to any subcontractor for work performed on the project.

7. OBLIGATION AND LIABILITY OF CONTRACTOR

The Contractor shall take responsibility for the work done under this contract, for the protection of all the work, and for preventing injuries and damage to property or utilities on or about the work. He shall in no way be relieved of his responsibility by any right of the Engineer to give permission or issue orders, relating to any part of the work, or by any such permission given or orders issued, or by failure of the Engineer to give such permission or issue such orders. The Contractor shall bear all losses sustained by him or by the Town on account of the quality or character of the work because the nature of the land differs from that which was estimated or expected, or on account of the weather, conditions or other causes. The Contractor shall assume the defense of all claims, regardless character, against the Contractor or the Town. He shall indemnify and hold harmless the Town, its officers or agents against all claims for injuries to persons, corporations or property arising out of the work done under this contract; groundless, false, or fraudulent claims or claims relating to labor and materials furnished for the work.

8. INSURANCE AND INDEMNIFICATION REQUIREMENTS

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and effect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. Certificates of Insurance: The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required herein are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, Attn: Purchasing Agent. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.

- D. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against owner, architect, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.
- C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits:	\$1,000,000 each occurrence
	\$2,000,000 each occurrence if blasting is required
	\$2,000,000 general aggregate with dedicated limits per project site
	\$2,000,000 products and completed operations aggregate
	\$1,000,000 personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

- D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

- E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits: Workers' Compensation: statutory limit
Employer's Liability: \$500,000 bodily injury for each accident
\$500,000 bodily injury by disease for each employee
\$500,000 bodily injury disease aggregate

- F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. The Town of Westerly shall have sole discretion in determining or increasing the Umbrella/Excess Liability Coverage requirements depending on the scope and/or size of the work performed by Contractor.

Minimum Limits: \$5,000,000 per occurrence/\$5,000,000 annual aggregate **(Required this Contract)**

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage. Town of Westerly shall have sole discretion in determining or increasing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work performed by Contractor.

- G. Professional Liability (for consultants, engineers, and other individuals/businesses providing professional services)

Each Claim/Wrongful Act:	\$1,000,000
Annual Aggregate	\$1,000,000

Town of Westerly reserves the right to amend amounts of coverage required and type of coverage's provided based on work or service to be performed.

9. DIRECTIONS

The Engineer shall confirm major directions, in writing, to the Contractor. Other directions, given verbally by the Engineer, shall be confirmed in writing only upon request by the Contractor.

10. CONTROL BY THE ENGINEER

The Engineer shall have general supervision and direction of the work. The Contractor shall abide by all orders, directions and requirements, and shall perform all work to the satisfaction of the Engineer.

The Engineer shall have the authority to reject any materials which do not conform to the contract; to approve the methods, manner and sequence of all work; to determine the amount, quality, acceptability, and fitness of all parts of the work; and shall interpret the plans specifications and other contract documents, issue any extra work orders and give final approval to the completework.

The Engineer shall decide upon all questions in connection with the work, and shall within a reasonable time after presentation to him of such questions, make decision, in writing, relating to the execution and progress of the work or the interpretation of the contract documents.

The Engineer shall have the authority to make minor changes in the work, not involving extra cost, providing such changes are consistent with the purpose of the work. No extra work shall be authorized without written order from the Engineer, except in an emergency that is endangering life or property. No claim for an addition to the contract sum shall be valid unless so ordered.

11. COMMENCEMENT, PROSECUTION AND COMPLETION

The Contractor will be required to commence work under this contract upon the issuance of the Notice to Proceed, to prosecute the work with diligence, efficiency and continuity, and to complete the entire work under this contract by the date stipulated in the Notice to Proceed. The whole of the project shall be completed within **245 calendar days** of the date of the Notice to Proceed. The completion time stipulated above shall include the final restoration of all disturbed areas.

12. WAGE RATES

The Contractor must pay the most current prevailing wage rates for each trade classification employed on the project, as established by the Department of Labor of the State of Rhode Island. The Town **WILL** require the submission of certified payrolls for any and all Contractor's and Subcontractor's employees as a condition of the release of payments.

13. NOTICE TO THE TOWN OF LABOR DISPUTES

The Contractor shall immediately notify the Engineer of any actual or potential labor disputes, whenever he has knowledge of such that might delay timely performance of the contract work.

14. SEPARATE CONTRACTS

The Town reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractor's reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with their work.

If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the Engineer any defects in such work that cause it to be unsuitable for the proper execution or results. His failure to inspect or report such defects shall constitute an implied acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's work.

15. TOWN'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Town, after written notice to the Contractor, may, without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

16. INTERFERENCE WITH OTHERS

The Contractor shall not interfere with materials, appliances, or workmen of the Town, Public Utility Companies, or any other contractor who may be performing work at the same sites. All contractors and other parties involved shall have equal rights, as far as practicable, to the use of all roads and grounds, except as otherwise provided for by these specifications. The decision of the Engineer shall govern in cases of disagreement between contractors and/or other parties regarding such use.

17. ASSIGNMENT

Neither party to the Contract shall assign the contract or sublet it as a whole without the written consent of the other. The Contractor shall not assign any monies due or to become due to him hereunder, without the previous written consent of the Engineer.

18. PUBLIC SAFETY

The Contractor shall provide, erect, and maintain continually, seven day per week and twenty four hours per day, all necessary barricades, reflectorized signs, signals, flashing lights, etc., and take all necessary precautions necessary for the protection of the work and the safety of the public. A detailed safety plan for the entire contract must be submitted to and approved by the Director of Public Works and Town Engineer prior to commencement of work under this contract. Unless explicitly stated in the Contract (i.e. specific payment items for such devices), such measures shall be considered incidental to the work, and shall not be considered for separate payment.

19. ACCIDENT PREVENTION

Precaution shall be exercised at all times until completion and acceptance for the protection of private property and all persons, including employees. The safety provisions of applicable laws and of local building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated according to best safety regulations and procedures.

20. MAINTENANCE OF TRAVEL

All highways and intersecting streets within the limits of the work shall be kept open to vehicular traffic at all times, unless otherwise authorized by the Town. Access to private property and driveways shall be provided for all property owners when the work is not in progress but may remain closed during the work. The Contractor shall notify property owners at least twenty-four (24) hours in advance to permit movement of privately owned vehicles. Particular emphasis is placed on the requirement for rapid access and movement of police and emergency vehicles and/or equipment and the accessibility of all fire hydrants, if any, within the limits of the work. The Engineer may permit, with the prior notification and approval of the Westerly Police Department, a street to be closed for a limited amount of time to be determined by the Engineer and the Contractor. Any proposed closures must be requested by the Contractor a minimum of two (2) weeks in advance of the proposed closure and must be accompanied by a written detour plan which includes the locations of any and all necessary temporary construction and/or warning signs. Payment for furnishing, maintaining, relocating and removing temporary construction and/or warning signs shall be as stated in the Contract.

21. PROTECTION OF UTILITIES, EXISTING STRUCTURES, PROPERTY AND VEGETATION

The Contractor shall arrange with all private property owners, public utility companies and all other interested parties for the relocation, maintenance and/or protection of all private property, public utility facilities, poles, fixtures, appurtenances and service connections, within or adjacent to the limits of construction or as directed by the Engineer.

The Contractor shall perform and carry out his work in such a manner as not to interfere with or damage fixtures mentioned herein or as shown on the plans or discovered during construction which are to be left within the limits of the project. The Contractor will preserve and protect all existing vegetation, such as trees, shrubs, and grass on or adjacent to the site, which do not unreasonably interfere with the construction as may be determined by the Engineer.

The Contractor will be responsible for damage done to any telephone or power poles or transmission lines; water mains, fire hydrants and appurtenances; gas mains or service connections; sewer mains, building sewer connections and other appurtenances of a similar nature which are fixed or controlled by the Town, Public Utility Company, Private Corporation or private person.

The Contractor will be responsible for all unauthorized cutting of trees and shrubs, including damage due to careless operation or equipment, stockpiling of materials or tracking of grass areas by equipment. The Town will not be responsible for any delays or inconvenience to the Contractor in carrying on his work in the above-mentioned manner and/or while the Town, Public Utility Companies or corporations are making necessary adjustment to their fixtures or appurtenances.

Damage to any kind of private or public property not authorized in the contract shall be repaired or restored promptly, by or at the expense of the Contractor. The Contractor must assume all responsibility for any delay or damage incurred due to working around or joining his work to fixtures left in place. No separate payment will be made for protecting, maintaining, or repairing private

property. Any additional cost incurred shall be at the expense of the Contractor and shall be considered as completely covered by and included in the contract prices for the various bid items involved.

22. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall give efficient supervision to the work, using his best skill and attention. He will employ at the site of the work, during the entire performance thereof, a competent superintendent and any necessary assistants who will be satisfactory to the Engineer. They shall not be changed, except with the consent of the Engineer, unless they shall cease to be in the employ of the Contractor. The superintendent shall represent and have full authority to act for the Contractor in his absence, and all directions given to such superintendent shall be binding as if given to the Contractor himself.

23. INSPECTION

The work will be conducted under the general direction of the Engineer and is subject to inspection by his appointed inspectors in order to ensure strict compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without written authorization from the Engineer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the Contract. The Engineer shall make a thorough examination of the work as soon as practicable after the completion of the entire work or any divisible part thereof as may be designated in these specifications. Any work that will be buried, covered or concealed in any way after its completion must be inspected by the Engineer or one of his appointed inspectors before such work is buried, concealed, or covered. If any work should be covered without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's sole expense.

The Engineer may order re-examination of questionable work and, if so ordered, the Contractor must uncover the work. The Town shall pay the cost for re-examination and replacement, if such work is found to be in accordance with the Contract Documents. The Contractor shall be responsible for such costs, if such work is found to be not in accordance with the Contract Documents, unless he shall show that another contractor caused the defect in the work. The Town shall pay such costs, if this is found to be the case.

The Contractor shall give written notice to the Engineer of instructions, by drawings or otherwise that will involve extra cost under this contract. He shall give such notice before proceeding to execute the work or within a reasonable time after the receiving such instructions, except in the case of an emergency that shall endanger life or property. Provisions for changes in the work shall then be made. No such claims for the costs of extra work shall be valid unless made in this manner.

24. SUSPENSION OF WORK

The Engineer may suspend all or any part of the work because of hazardous conditions caused by the Contractor's operation, or whenever such suspension is necessary to insure proper execution of the Contract.

Notice to suspend the work, or any part thereof, shall be given to the Contractor in writing. The Town shall reimburse the Contractor for the expense incurred by the Contractor in connection with the work under this Contract as a result of such suspension, unless such suspension of work is the direct result of the Contractor's own actions.

The Contractor may abandon any portion of the work suspended by the Town, if the work or any part thereof is deleted by a written notice from the Town, or if the Town does not give written notice to recommence the suspended work within seven (7) calendar days of the date fixed in the written notice to suspend. The Contractor will then be entitled to the estimates and payments for all prior work completed on the portions of work so abandoned, if any.

25. RIGHT OF CANCELLATION

The Town reserves the right to delete or cancel all or any part of the work as listed in the information to Bidders, or to delete or cancel any appurtenance or item thereof without recourse by the Contractor.

26. EXTENSION OF TIME

If the Contractor is delayed at any time in the progress of work by any act or neglect of the Town or of its employees; by changes ordered in the work; by strikes, lockouts, fire, unusual transportation delays, unavoidable casualties, by any causes beyond the Contractor's control, by any delay authorized by the Engineer pending arbitration, or by any causes which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide.

No such extension of time shall be made for delays which occur more than seven (7) days before a written claim is made to the Engineer. Only one claim is necessary in the case of a continuing cause for delay.

This article does not exclude the recovery of damages for delays, by either party, under other provisions of the Contract Documents.

27. CLEANING UP

The Contractor shall keep the construction area clean from accumulation of waste material or rubbish at all times, including storage areas used by him. He shall remove any rubbish, tools, scaffolding, equipment and materials from and about the premises which do not belong to the Town prior to completion of the work. The Contractor shall leave the work and premises, following the completion of work, in a clean and workmanlike condition satisfactory to the Engineer.

28. CORRECTION OF WORK BEFORE FINAL PAYMENT

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by the Engineer and/or by written notice, the Town may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days thereafter, the Town may, following an additional ten (10) days written notice sell such materials at auction or at private sale. The Town shall keep an account of the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

29. ACCESS TO RECORDS

The Town of Westerly Department of Engineering, the Department of Public Works, the Finance Department, or any of or the Town's duly authorized representatives, shall have access to any records of the Contractor which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

30. INTEREST OF MEMBERS OF DEPARTMENT

No employee, appointee, elected official or other agent of the Town shall participate in any decision relative to this agreement affecting their personal interest, either directly or indirectly. In addition, no employee, appointee, elected official or other agent of the Town having any responsibility or function in connection with this agreement shall have any private interest, direct or indirect, in this agreement or the proceeds thereof.

31. OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress of the United States of America and no Resident Commissioners shall be admitted to any share or part of this Agreement, or to any benefit to arise from the same.

END OF SECTION

SPECIAL CONDITIONS

SECTION 00850

SECTION 00850 - SPECIAL CONDITIONS

1. SCOPE OF WORK:

This project located in the Town of Westerly, Rhode Island, consists of roadway, drainage, water, sidewalk and curbing improvements to School Street from Main Street to Granite Street. The work encompassed within this contract shall include, but not be limited to:

Proposed improvements include removal and resetting/replacement of curbing, removal and replacement of concrete sidewalk including ADA compliant wheelchair ramps, full depth reclamation of existing roadway pavement and subbase and installation of new pavement structure, adjustment of utility structures, replacement of the existing drainage pipes and structures, replacement of the existing water line and services, stump removal, repair of walls, signing, roadway striping and all other work required to complete the roadway improvement project.

2. PROJECT LIMITS:

- School Street – from Main Street to Granite Street

3. LIST OF CONTRACT DRAWING SHEETS AND/OR SCOPES OF WORK:

- This Specifications Book
- Plan Set for School Street Reconstruction (33 total sheets)
- Any Addenda Issued during Bid Phase Period

4. UTILITY AND MUNICIPAL NOTIFICATION

The Contractor shall schedule his construction so as to allow for a coordinated highway and utility effort. Upon award, the contractor shall notify the lead utility relative to his anticipated construction date. The contractor is required to call DIG-SAFE a minimum of 72 hours before digging is to begin.

Town of Westerly, Department of Public Works

Kyle Zalaski, P.E., – Town Engineer - (401) 348-2562 or C (401) 741-0755

Bill Beaugard – Superintendent of Utilities - (401) 348-2561 or C (401) 741-7589

Verizon

Brian Doyle - (401) 871-9235

National Grid (Electric)

Christopher Montalto - (401) 255-7819

National Grid (Gas)

James Paulette - (401) 465-8580

5. PROJECT LIMITS:

- School Street – from Main Street to Granite Street

6. LIST OF CONTRACT DRAWING SHEETS AND/OR SCOPES OF WORK:

- This Specifications Book
- Plan Set for School Street Reconstruction (33 total sheets)
- Any Addenda Issued during Bid Phase Period

7. ADVANCED UTILITY WORK

Due to anticipated conflicts and/or to remove unstable gas lines prior to reclamation, National Grid Gas will relay lines prior to the start of construction at Main Street, Elm Street, Chestnut Street and Chester Avenue and along School Street from Chestnut Street to Spring Street. The Contractor shall coordinate the final utility locations. Coordination will also be required with National Grid Electric for pole support during construction.

8. COORDINATION WITH OTHER CONSTRUCTION PROJECTS

No other projects are expected during this construction project.

9. STANDARD SPECIFICATIONS AND OTHER REQUIREMENTS

The Rhode Island Standard Specifications for Road and Bridge Construction, amended 2018, with the latest corrections and addenda shall be followed during this contract.

The Contractor shall be responsible for notifying each Utility Company and the Town of Westerly, Engineering Department at least twenty-four (24) hours in advance of any work to be performed by the Contractor, which might affect existing facilities.

The Contractor shall, at the time of notification, request that the Utility Company and/or the Town of Westerly, Engineering Department send a representative to be present at the work site at all times when work is on, adjacent to or in close proximity to such Utility Company and/or the Town of Westerly facilities.

10. MAINTENANCE OF TRAFFIC FLOW

The contractor shall provide temporary construction signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest revision, for all work during this contract. This will include uniformed traffic persons and/or flag persons as well as setting up, maintaining and moving signs in accordance with RIDOT Standard Specifications, amended 2018, with the latest corrections and addenda.

The Contractor will not be responsible for these provisions in the case of advanced utility work by utility companies prior to this contract.

If the existing pavement is removed before the winter, the Contractor shall not close the project for the season until a new bituminous binder course has been placed and striped with temporary pavement markings.

11. SUGGESTED SEQUENCE OF CONSTRUCTION

GENERAL:

One week prior to the pre-construction conference the Contractor must submit to the Engineer for approval a detailed construction work sequence and time schedule for the completion of all work associated with this contract and the requirements it contains. Approval of the work sequence and the time schedule is required before the start of any construction or other work associated with this contract. The proposed construction and time schedule must consider and address the safe vehicle passage through the project and vehicle and pedestrian access to abutting residential, commercial and/or industrial establishments if road closure is required.

Generally, the Contractor shall be required to maintain one full travel lane (10 foot minimum) open to traffic at all times during working hours with police details actively engaged in directing traffic. During non-working hours (including evenings, weekends, and holidays) the Contractor must maintain two full 11 foot minimum lanes of travel open to traffic, one in each direction. Safe access and egress for all side streets and residential, commercial or industrial driveways must be maintained at all times. If existing conditions or the nature of the project work do not allow for safe vehicle access or egress through the construction site, the Contractor may propose to temporarily close the entire section of roadway, if approved by the Engineer and the Town Police Department. See Special Condition No. 13 - "COORDINATION OF DETOURS WITH WESTERLY POLICE DEPARTMENT" for further details.

12. SPECIAL REQUIREMENTS FOR TRAFFIC PROTECTION

In addition to the requirements of the RI Standard Specifications for Road and Bridge Construction, amended 2018, and the special requirements of other sections of the Contract Documents, the following requirements shall be adhered to by the Contractor:

- a. The Contractor shall be required to install and maintain proper warning and construction signs and protection devices at each work location to conform to the Manual on Uniform Traffic Control Devices, latest revision. All traffic protection must be approved by the Engineer before construction begins.
- b. The Contractor shall be required to install and maintain a Rhode Island Standard 26.2.0 polyethylene drum, with appropriate markings, at each location of work where adjustments to grade or utilities have been done and until finish pavement work has been completed. Other types of protective devices may be used when approved by the Engineer.
- c. The following provision applies when traffic will be allowed in areas where pavement is to be removed at the end of the work day. At the end of each working day, the pavement removal operation must be left on a "squared-off" condition, approximately perpendicular to the direction of travel. Transverse "drop-offs" left at the end of each working day must be graded at a slope of 5 feet horizontally to 1-inch vertically for speed limits of 35 mph or less, and 10 feet horizontally to 1-inch vertically for speed limits greater than 35 mph. Temporary bituminous patching material may be used to construct slopes. There will be no separate payment for this requirement. The cost shall be considered incidental to the Contract.

The Contractor shall place at least one W8-1 (30" x30") "Bump" sign at each drop-off for each direction of traffic.

The Contractor shall schedule his construction activities affected by the traffic flow, such that no area is left without pavement for longer than 5 working days. This means that once the Contractor commences the removal of existing pavement, he must restore the roadway with a full depth bituminous base course at that particular location within 5 working days, unless otherwise approved in writing by the Engineer. Particularly, the Contractor shall backfill all pipe trenches at the end of each day and pave prior to each weekend or holiday.

Drop-offs greater than three inches but less than five inches shall be tapered to a 1:1 or flatter slope to existing ground.

All drop-offs five inches or greater shall be tapered to a 4:1 or flatter slope to existing ground.

There will be no separate payment for any of these requirements. The cost shall be considered incidental to the Contract. Longitudinal drop-offs within the roadway cross section will not be allowed other than as detailed on the Plans or as described in the Specifications.

13. COORDINATION OF DETOURS WITH WESTERLY POLICE DEPARTMENT

Any traffic detour plan must be submitted for approval by the Contractor to the Engineer and the Westerly Police

Department at least two (2) weeks prior to the implementation of said detour in order to provide adequate time for review. Detour plans must include all streets involved in the detour.

14. MAINTAINING PROPER DRAINAGE FLOW

No drainage structure or paved waterway shall be blocked by the new pavement work. New pavement shall be feathered or tapered towards the inlet opening. This task is to be included as part of the paving operation and there shall be no separate payment for this work.

15. DAMAGE TO EXISTING UTILITIES

The locations of all existing utilities were obtained from the best available information and none of the information is guaranteed. The Contractor shall check and verify the exact location of all existing utilities both underground and overhead, by calling "DIG-SAFE" (1-888-344-7233) seventy-two (72) hours prior to the start of any work. Any damage to utilities that are marked, located or otherwise identified by "DIG-SAFE" or other utility companies shall be repaired by the Contractor at his own expense.

16. MAINTAINING PUBLIC ACCESS

The Contractor, at his own expense, shall keep all the streets, public sidewalks, private walks, and driveways in which he may be at work open for pedestrian and vehicular traffic at all times, unless otherwise authorized by the Engineer in writing. If in the opinion of the Engineer or the interest of abutters and the public requires it, the Contractor shall bridge or construct plank crossings over his work where necessary to provide such temporary means of crossing or guarding as shall be acceptable to the Engineer. The Contractor shall conduct his work for this purpose in such a manner as the Engineer may direct from time to time.

Any layer of bituminous pavement, (surface, binder or base course) called for in side streets must be installed at the same time the layer is placed on the project roadway at that location. This continuous paving operation will provide for the placement of a minimum 3 feet at each side street. The practice of placing pavement on side streets after the main street has been paved results in cold joints at the gutter line of the main street and is not acceptable.

The Contractor must extend simultaneously the binder and surface course from the project roadway into all driveways, which are not constructed with Portland Cement Concrete for a length of a minimum of 2 feet, thereby eliminating cold joints at the gutter line.

17. STORAGE OF CONSTRUCTION MATERIAL AND/OR EQUIPMENT

The Contractor, at his own expense, shall provide for overnight storage of construction material/equipment. The Contractor shall provide the Engineer with a copy of any agreement with property owners for storage of materials or equipment on private property. The Contractor shall be solely responsible for storage of material or equipment on private property. No portion of roadway or sidewalks may be used for storage of construction material or equipment without the consent of the Engineer.

18. CLEANING AND FLUSHING OF DRAINAGE STRUCTURES AND PIPES

The Town intends to clean and flush the existing storm drains and manhole and/or catch basin structures that are not being replaced, with its own forces prior to the start of construction. The Contractor will be responsible for cleaning and flushing all new drainage work, as well as, any downstream pipes and structures that may be filled with sediment or debris due to construction at no additional payment.

19. SPECIAL REQUIREMENTS FOR BITUMINOUS CONCRETE SUPPLIER

All bituminous concrete used in this project shall be batched and delivered from a plant that has been certified for asphalt production by the Rhode Island Department of Transportation.

20. SURVEY AND CONSTRUCTION LAYOUT

Per Section 934 – Field Control and Construction Layout, as contained in the Compilation of Approved Specifications (dated 10/24/2011), field control and construction layout work will not be paid for separately, but shall be included in the bid for the items of work to which the layout is incidental. All bid prices shall be calculated and submitted in accordance with this provision.

21. NATIONAL GRID REQUIREMENTS

1. CONTRACTOR SHALL FOLLOW THE GUIDELINES LISTED IN NATIONAL GRID'S "GUIDELINES FOR WORKING AROUND GAS UTILITIES", DOCUMENT ATTACHED.
2. DEPTH OF GAS FACILITIES ARE UNKNOWN AND COULD BE SHALLOW, USE CAUTION WHEN WORKING IN THE VICINITY OF ANY GAS FACILITY, HAND DIGGING ONLY.
3. NATIONAL GRID REQUIRES A MINIMUM OF ONE FOOT OF SEPARATION BETWEEN CROSSING UTILITIES AND EXISTING GAS FACILITIES.
4. NATIONAL GRID REQUIRES A MINIMUM OF THREE FEET OF SEPARATION BETWEEN THE GAS MAIN AND THE PARALLEL FACILITY FOR STEEL AND PLASTIC GAS MAINS. **FOR CAST IRON GAS MAIN SEE LINE ITEM FOR ENCROACHMENT GUIDELINES.**
5. AT A PROPOSED UTILITY AND **CRITICAL** GAS MAIN CROSSING, A NATIONAL GRID GAS DAMAGE PREVENTION INSPECTOR MUST BE ON SITE WHEN CROSSING. CALL DAVE SOLTYS AT 401-623-0579 OR JON MACLEAN AT 781-296-2046.
6. IF A **GAS MAIN IS EXPOSED OR GOING TO BE EXPOSED** CALL NATIONAL DISPATCH OFFICE AT 877-304-1203 FOR AN INSPECTOR TO BE DISPATCHED TO THE SITE TO INSPECT THE LINE BEFORE BACKFILL.
7. IF A **GAS MAIN OR GAS MAIN COATING IS DAMAGED** CALL NATIONAL DISPATCH OFFICE AT 877-304-1203 FOR AN INSPECTOR TO BE DISPATCHED TO THE SITE FOR REPAIR BEFORE BACKFILL.
8. FOR ANY EXPOSED GAS FACILITY, PROVIDE BACKFILL MATERIALS AND COMPACT THE BACKFILL MATERIALS IN ACCORDANCE WITH NATIONAL GRID'S "GUIDELINES FOR BACKFILL AND COMPACTION AROUND GAS PIPES", DOCUMENT ATTACHED.
9. WHEN CROSSING OR EXPOSING A STEEL OR PLASTIC GAS FACILITY SUPPORT MAY BE REQUIRED. FOLLOW THE GUIDELINES LISTED AND ILLUSTRATED IN NATIONAL GRID'S "SUPPORT REQUIREMENTS FOR EXPOSED & UNDERMINED STEEL OR PLASTIC GAS FACILITIES", DOCUMENT (DWG NO. CNST-6045) ATTACHED.
10. ALL GAS VALVE BOXES SHALL BE ADJUSTED TO THE NEW ROAD/SIDEWALK SURFACE. VALVE BOXES, IF REQUIRED FOR REPLACEMENT, CAN BE OBTAINED AT NATIONAL GRID'S PROVIDENCE LOCATION, 477 DEXTER STREET, PROVIDENCE, RI OR LINCOLN LOCATION, 642 GEORGE WASHINGTON HIGHWAY (QUANTITIES 5 OR LESS). GAS VALVE BOXES NEED TO BE ACCESSIBLE AT ALL TIMES TO BE OPERATED BY NATIONAL GRID IN THE EVENT OF AN EMERGENCY.
11. Due to system reliability and public safety concerns, it is National Grid's practice to restrict all construction work on or near gas facilities between November 15th and April 15th. All scheduled work should be completed between April 15th and November 15th. As gas usage peak during the months of December to March driven by heating needs, National Grid's priority is to provide our customers with safe and reliable gas service. Any work on or near the gas facility will expose our customers to unnecessary risk. Exceptions will be considered on a case by case basis. Approvals from Gas Control, Operational Engineering, and Project Engineering will be required for these cases.

12. FOR A GAS LEAK CALL 800-640-1595.

13. FOR A DAMAGED GAS FACILITY CALL 800-870-1664.

Cast Iron Involvement

14. IF EXCAVATING PARALLEL TO OR CROSSING A CAST IRON GAS FACILITY THEN ENCROACHMENT OF THE CAST IRON LINE IS A POSSIBILITY AND A CONCERN WHERE REPLACEMENT MAY BE REQUIRED. WHENEVER AN EXCAVATION IS IN THE VICINITY OF A CAST IRON GAS MAIN CONTACT NATIONAL GRID ENCROACHMENT ENGINEER TO BE ON SITE, CALL CHRIS FERRANTI AT 401-465-9064. GUIDELINES IN AVOIDING AN ENCROACHMENT ARE LISTED IN NATIONAL GRID'S "CAST IRON GAS MAIN ENCROACHMENT PREVENTION", DOCUMENT ATTACHED.

15. IF EXCAVATING PARALLEL TO OR CROSSING A CAST IRON FACILITY THAT IS GREATER THAN 8", THIS LINE IS NOT COVERED UNDER THE ENCROACHMENT GUIDELINES AND LAW. NATIONAL GRID DOES NOT ALLOW MORE THAN 10' OF GAS MAIN TO BE EXPOSED AND ONLY ALLOWS (1) BELL & SPIGOT JOINT TO BE EXPOSED. IF A BELL & SPIGOT JOINT IS EXPOSED SAID JOINT MUST BE LEAK CLAMPED BEFORE BACKFILL UNLESS A CLAMP IS ALREADY IN PLACE. PROVIDE BACKFILL MATERIALS AND COMPACT THE BACKFILL MATERIALS IN ACCORDANCE WITH NATIONAL GRID'S "GUIDELINES FOR BACKFILL AND COMPACTION AROUND GAS PIPES", DOCUMENT ATTACHED. MINIMUM 95% COMPACTION OF THE SOIL BELOW A CAST IRON IS ALWAYS REQUIRED. ALWAYS CALL NATIONAL GRID DAMAGE PREVENTION DEPARTMENT FOR AN INSPECTOR TO BE DISPATCHED TO SITE. CALL DAVID SOLTYS 401-623-0579 OR RICK LEPAGE 508-948-8432.

Abandoned Gas Main

16. National Grid will purge our old gas main of gas, wipe test sample the inside of the pipe, cap the ends and abandon in place. Pipe four inches and less in diameter can't be sampled; this pipe will be assumed to be contaminated. If the wipe test results show PCB contamination and a section or sections need to be removed by the contractor then there are two possibilities: If the quantity to be removed is small the contractor could transport the removed sections with sealed ends to either our Allens Ave facility at 642 Allens Ave in Providence or our Dexter St facility at 477 Dexter St in Providence and place them in our red open top "pipe to be cleaned" container on site. National Grid would then handle the cleaning and proper disposal ... OR ... the contractor could hire Clean Harbors to deliver an open top container to the site, place the removed section into the dumpster and then arrange to have Clean Harbors pick up the container. The charges associated with delivery, onsite rental and pick up of the dumpster would be the contractor's responsibility and National Grid's responsibility will be for the cleaning and proper disposal. National Grid also requires that the open pipe ends of the abandoned pipe remaining in the ground be capped or sealed with expanding foam.

22. MATERIALS TESTING AND CERTIFICATIONS

It is the Contractor's responsibility to provide a minimum 24-hour advance notice to the Town of Westerly prior to delivery of materials or fabrication of pre-cast structures. It is the responsibility of the Contractor to submit all certificates of compliance, as applicable, prior to delivery of any materials to the site. The Materials Testing Schedule

MATERIALS TESTING SCHEDULE

SECTION 00852

Materials Testing Schedule - Section 00852

Item #	ITEM DESCRIPTION	Unit	Quantity	Test Requirements
202.0450	UNSUITABLE SOIL EXCAVATION/BACKFILL	CY	200	Gradation Test & In-Situ Test for Compaction
206.0312	COMPOST FILTER SOCK	LF	200	Certificate of Compliance
206.9901	INLET SEDIMENT CONTROL DEVICE	EA	26	Certificate of Compliance
302.0100	GRAVEL BORROW SUBBASE COURSE	CY	705	Gradation Test & In-Situ Test for Compaction
401.2000	CLASS 12.5 HMA BASE	TON	1,800	Certificate of Compliance (RIDOT Approved Source)
401.3000	CLASS 9.5 HMA SURFACE	TON	1,260	Certificate of Compliance (RIDOT Approved Source)
401.3003	CLASS 9.5 HMA PATCHING	TON	405	Certificate of Compliance (RIDOT Approved Source)
W401.3003	CLASS 9.5 HMA PATCHING	TON	250	Certificate of Compliance (RIDOT Approved Source)
403.0300	ASPHALT EMULSION TACK COAT	SY	9,100	Certificate of Compliance (RIDOT Approved Source)
601.0300	CLASS A PORTLAND CEMENT CONCRETE	CY	215	One Sample per day for Strength Testing and One Sample per day for Slump Testing
701.0412	12" RCP - CLASS III	LF	74	Certificate of Compliance
701.0418	18" RCP - CLASS III	LF	900	Certificate of Compliance
701.0424	24" RCP - CLASS III	LF	850	Certificate of Compliance
701.0430	30" RCP - CLASS III	LF	410	Certificate of Compliance
701.0530	30" RCP - CLASS IV	LF	410	Certificate of Compliance
701.0536	36" RCP - CLASS IV	LF	560	Certificate of Compliance
701.5312	12" DI PIPE - CLASS 52	LF	225	Certificate of Compliance
701.8003	PIPE BEDDING CLASS C	CY	1,145	Gradation Test & In-Situ Test for Compaction
W701.8003	PIPE BEDDING CLASS C	CY	385	Gradation Test & In-Situ Test for Compaction
W701.9902	INSTALL HYDRANT ASSEMBLY	EA	2	Certificate of Compliance
702.0204	4' MANHOLE BLOCK STANDARD 3.2.0	EA	2	Certificate of Compliance
702.0204M	6' MANHOLE BLOCK STANDARD 3.2.0M	EA	1	Certificate of Compliance
702.0516	FRAME & GRATE H/C STD 6.3.4	EA	15	Certificate of Compliance
702.0517	FRAME AND GRATE STD 6.3.2	EA	11	Certificate of Compliance
702.0522	FRAME AND COVER STD 6.2.1	EA	15	Certificate of Compliance
702.0541	GRANITE INLET STONE STD 7.3.6	EA	10	Certificate of Compliance
702.0543	GRANITE APRON STONE STD 7.3.8	EA	16	Certificate of Compliance
702.0605	PRECAST CATCH BASIN 4' STD 4.4.0	EA	11	Certificate of Compliance
702.0630	PRECAST MANHOLE 4' STD 4.2.0	EA	2	Certificate of Compliance
702.0703M	6' CATCH BASIN TYPE "F" STD 3.4.2M	EA	4	Certificate of Compliance
702.0705	CATCH BASIN G/I STD 3.4.1	EA	8	Certificate of Compliance
702.0705M	6' CATCH BASIN G/I STD 3.4.1M	EA	2	Certificate of Compliance
702.0713	PRECAST DROP INLET STD 4.5.1	EA	1	Certificate of Compliance
W712.9901	8" PVC WATER MAIN	LF	3,010	Certificate of Compliance
W712.9902	6" PVC WATER MAIN	LF	160	Certificate of Compliance
W712.9903	8"x 8" TAPPING SLEEVE	EA	2	Certificate of Compliance
W712.9904	8"x 8" x 6" ANCHOR TEE	EA	2	Certificate of Compliance
W712.9905	8" WG VALVE AND BOX	EA	11	Certificate of Compliance
W712.9906	6" WG VALVE AND BOX	EA	7	Certificate of Compliance
W712.9907	WATER SERVICE SADDLE & CORP STOP	EA	60	Certificate of Compliance
W712.9908	1" TYPE K WATER SERVICE	LF	400	Certificate of Compliance
W712.9910	6" 45 DEG PVC BEND	EA	10	Certificate of Compliance
W712.9911	8" 45 DEG PVC BEND	EA	4	Certificate of Compliance
W712.9912	8" 22.5 DEG BEND	EA	3	Certificate of Compliance
W712.9913	6"x6" TAPPING SLEEVE WITH 8" INC	EA	2	Certificate of Compliance
903.0205	CL FENCE 5' STD 31.2.0	LF	180	Certificate of Compliance
903.0231	DOUBLE GATE STD 31.2.0	EA	1	Certificate of Compliance

905.0110	CEMENT SIDEWALK STD 43.1.0	CY	330	One Sample per day for Strength Testing and One Sample per day for Slump Testing
905.0115	CEMENT DRIVEWAY STD 43.5.0	CY	135	One Sample per day for Strength Testing and One Sample per day for Slump Testing
906.0110	GRANITE CURB STRAIGHT STD 7.3.0	LF	2,800	Certificate of Compliance
906.0111	GRANITE CURB CIRCULAR STD 7.3.0	LF	300	Certificate of Compliance
906.0118	6' GRAN TRANS CURB STD 7.3.2	EA	28	Certificate of Compliance
906.0119	3' GRAN TRANS CURB STD 7.3.1	EA	112	Certificate of Compliance
906.0120	GRAN WCR CURB STDS 7.3.3, 43.3.0 AND 43.3.1	EA	28	Certificate of Compliance
906.0130	GRAN STONE STRAIGHT STD 7.3.9	EA	6	Certificate of Compliance
906.0131	GRAN STONE CIRCULAR STD 7.3.9	EA	22	Certificate of Compliance
922.0100	TEMP SIGNS STD 29.1.0 AND 27.1.1	SF	350	Certificate of Compliance
923.0105	DRUMS STD 26.2.0	BDAY	7,200	Certificate of Compliance
923.0125	PLASTIC BARRICADE STD 26.3.1	EA	10	Certificate of Compliance
923.0200	TRAFFIC CONES STD 26.1.0	EA	150	Certificate of Compliance
942.0100	DETECTABLE WARNING MAT STD 48.1.0	SF	224	Certificate of Compliance
999.9901	MATERIALS TESTING	ALLOW	1	Certificate of Compliance
L01.0102	LOAM BORROW 4 INCHES DEEP	SY	850	Certificate of Compliance
L02.0102	RESIDENTIAL SEEDING (TYPE 2)	SY	850	Certificate of Compliance
T15.0100	DR&W SIGNS	SF	160	Certificate of Compliance
T15.1000	STREET SIGN STD 24.6.1	EA	11	Certificate of Compliance
T20.0012	12" WHITE F/D PAVEMENT MARKING	LF	2,025	Certificate of Compliance
T20.0104	4" YELLOW F/D PAVEMENT MARKING	LF	4,750	Certificate of Compliance
T20.1112	12" WHITE TEMP PAVEMENT MARKING	LF	2,025	Certificate of Compliance
T20.1204	4" YELLOW TEMP PAVEMENT MARKING	LF	4,750	Certificate of Compliance
T20.2012	12" EPOXY PAVEMENT MARKINGS WHITE	LF	2,025	Certificate of Compliance
T20.2014	4" EPOXY PAVEMENT MARKINGS YELLOW	LF	4,750	Certificate of Compliance

CHANGE ORDERS

SECTION 00900

SECTION 00900 - CHANGE ORDERS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED:

- A. Promptly implement change order procedures as follows:
 - 1. Provide full written data required to evaluate changes.
 - 2. Maintain detailed records of work done on a time-and-material/force account basis.
 - 3. Provide full documentation to Engineer on request.

- B. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the work.
 - 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the work.

- C. Owner will designate in writing the person who is authorized to execute change orders.

1.02 DEFINITIONS:

- A. Change Order: See General Conditions.

- B. Construction change authorization, AIA Document G713 or similar mutually acceptable document: A written order to the Contractor, signed by Owner and Engineer, which amends the contract documents as described, and authorizes Contractor to proceed with a change which affects the contract sum or the contract time, for inclusion in a subsequent change order.

- C. Architect's supplemental instructions, AIA G710/Field Order or similar mutually acceptable document: A written order, instructions, or interpretations, signed by Engineer making minor changes in the work not involving a change in contract sum or contract time.

1.03 PRELIMINARY PROCEDURES:

- A. Owner or Engineer may initiate change by submitting a proposal request to Contractor. Request will include:
 - 1. Detailed description of the change, products, and location of the change in the project.
 - 2. Supplementary or revised drawings and specifications.
 - 3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
 - 4. A specific period of time during which the requested price will be considered valid.
 - 5. Such request is for information only and is not an instruction to execute the changes or to stop work in progress.

- B. Contractor shall initiate changes by submitting a written notice to Engineer, containing:
 - 1. Description of the proposed changes.
 - 2. Statement of the reason for making the changes.
 - 3. Statement of the effect on the contract sum and the contract time.

4. Statement of the effect on the work of separate Contractors.
5. Documentation supporting any change in contract sum or contract time, as appropriate.

1.04 CHANGE AUTHORIZATION:

- A. In lieu of proposal request, Engineer may issue a construction change authorization for Contractor to proceed with a change for subsequent inclusion in a change order.
- B. Authorization will describe changes in the work, both additions and deletions, with attachments of revised contract documents to define details of the change and will designate the method of determining any change in the contract sum and any change in the contract time.
- C. Owner and Engineer will sign and date the construction change authorization as authorization for the Contractor to proceed with the changes.
- D. Contractor shall sign and date the construction change authorization to indicate agreement with the terms therein.

1.05 DOCUMENTATION OF PROPOSALS AND CLAIMS:

- A. Support each quotation for a lump-sum proposal and for each unit price which has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.
- B. On request provide additional data to support time and cost computations:
 1. Labor required.
 2. Equipment required.
 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 4. Insurance and bonds.
 5. Credit for work deleted from contract, similarly documented.
 6. Overhead and profit.
 7. Justification for any change in contract time.
- C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information.
 1. Name of the Owner's authorized agent who ordered the work, and date of the order.
 2. Dates and times of work performed and by whom.
 3. Time record, summary of hours worked and hourly rates paid.
 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.

1.06 PREPARATION OF CHANGE ORDERS:

- A. The Town Engineering department will prepare each change order.
- B. Change order will describe changes in the work, both additions and deletions, with attachments of revised contract documents to define details of the change.
- C. Change order will provide an accounting of the adjustment in the contract sum and in the contract time.

1.07 LUMP-SUM/FIXED PRICE CHANGE ORDER:

- A. Content of change orders will be based on, either:
 - 1. Engineer's proposal request and Contractor's responsive proposal as mutually agreed between Owner and Contractor.
 - 2. Contractor's proposal for a change, as recommended by Engineer.
- B. Owner and Engineer will sign and date the change order as authorization for the Contractor to proceed with the changes.
- C. Contractor may sign and date the change order to indicate agreement with the terms therein.

1.08 CORRELATION WITH CONTRACTOR'S SUBMITTALS:

- A. Periodically revise schedule of values and request for payment forms to record each change as a separate item of work, and to record the adjusted contract sum.
- B. Periodically revise the construction schedule to reflect each change in contract time.
 - 1. Revise sub-schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a change order, enter pertinent changes in record documents.

END OF SECTION

APPENDIX A
BIDDER CERTIFICATION

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

Appendix A **Bidder Certification Form**

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter a contract with the Town of Westerly/Westerly Schools. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to the Town of Westerly/Westerly Public Schools Purchasing Agent at the location indicated within the bid by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other Town locations or which are not present in the Town of Westerly/Westerly Public Schools Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission. The Town of Westerly/Westerly Schools reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town/Schools.

SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the Town of Westerly/Westerly Public Schools will cancel the original solicitation and re-solicit the original offer directly from vendors.

PRICING. Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be firm and fixed unless otherwise indicated. (R.I Sales Tax under the 1956 General Laws of the State of RI, 44-18-30 Para1, as amended.) The Town of Westerly/Westerly Public Schools is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense. **PRICES QUOTED ARE FOB DESTINATION.** No additional shipping, handling, or fuel surcharge costs will be honored by the Town/School. Only inside delivery and set-up, where required, will be accepted. **TAILGATE DELIVERIES WILL BE REFUSED.** Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without an authorized Purchase Order issued by the Purchasing Agent.

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate *for* public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the Town of Westerly/Schools for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain Information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting www.westerlyri.gov or appearing in person at Westerly Town Hall, Purchasing Office, Mondays through Fridays between 8:30am-3:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the Town's sole option.

BID SURETY. Where bid surety is required, for construction/labor services, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered. Contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the State of Rhode Island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled "Labor and Payment of Debts by Contractors".

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the Town/School) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the Town of Westerly/Westerly Public Schools, no claim for payment for services rendered or goods delivered contrary to or more than the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Town/Schools PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the Town's Purchasing Department, shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are incorporated into all the Town of Westerly/Westerly Public Schools contracts.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. I. No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the Town of Westerly.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the Town/Town's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the Town of Westerly.

PUBLIC COPY. Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement and submit with your proposal. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

___ 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

___ 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

___ 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

___ 4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

__ 5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly may be disregarded and shall not be binding on the Town of Westerly.

__ 6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Town of Westerly Purchasing Agent in writing of such circumstance.

__ 7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Town of Westerly Purchasing Agent in writing of such circumstance.

__ 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

__ 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

__ 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly, including the offer contained herein.

__ 11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

__ 12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: _____

__ 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: _____ Bid Number: _____ Date: _____
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number

APPENDIX B
UTILITY PERMIT



Department of Transportation
Division of Highway and Bridge Maintenance
360 Lincoln Avenue
Warwick, RI 02888

Utility Permit No: 202003005
Date: 03/03/2020

Permission is hereby granted to: Town of Westerly
68 White Rock Road
Westerly, RI 02891
Telephone: 348-2561
Contact: Mr. Paul Corina

To perform the following work: upgrading the water system at Granite Street-RT. 1 in Westerly.

With the following conditions and requirements:

- NOTE I:** *Utility Work Commencement Notification Form must be received by the Department a minimum of 48 hours prior to any scheduled work.*
- NOTE II:** *The Utility Work Notification form must be received before the initial work and again before the final restoration work begins.*
- NOTE III:** *This permit shall be kept on the job site at all times and be available for inspection by any authorized representative of the Department.*
- NOTE IV:** *The time limit for the completion of all work authorized under this permit including all final restoration is two years from the issue date of this permit.*
- NOTE V:** *This permit shall be void unless work herein contemplated commences within thirty (30) days of the date of issuance.*

Rhode Island Department of Transportation

Signed: _____
Joseph A. Bucci, P.E.
State Highway Maintenance Operations Engineer

CC: Washington South, Sam Lapatin, File



Department of Transportation
Division of Highway and Bridge Maintenance
360 Lincoln Avenue
Warwick, RI 02888

**UTILITY WORK COMMENCEMENT NOTIFICATION FORM
(Minimum Advance Notice: 48 HOURS)**

Utility Permit No: 202003005

Date: 03/03/2020

Mail to: RIDOT Division of Maintenance
360 Lincoln Avenue
Warwick, Rhode Island 02888

Attn: Sam Lapatin
Fax: (401) 736-0191

Utility Permit No. **202003005** was issued on Tuesday, March 03, 2020 to **Town of Westerly**. This permit was authorized to perform the following work: *upgrading the water system at Granite Street-RT. 1 in Westerly*

The business/municipality named below is responsible for performance of the work. The undersigned understands the permit's conditions and limitations, and is conversant with the *Rhode Island Department of Transportation's Standard Specifications for Road and Bridge Construction, 2004 Edition*, the *Rhode Island Standard Details*, and the latest edition of the *Manual on Uniform Traffic Control Devices*.

PLEASE PRINT OR TYPE

Name of Utility/Municipality: Town of Westerly
Business Address: 68 White Rock Road
Westerly, RI 02891
Telephone: 348-2561

Contact Person (Name and Title): _____

Proposed Work Dates: Initial (Temporary Patch) : Start _____ Finish _____
Final Restoration : Start _____ Finish _____

Signature of Permittee: _____

Printed Name and Title: _____

This document must be signed and faxed to the Division of Maintenance at least 48 hours before either initial or final restoration work is to commence.



Department of Transportation
Division of Highway and Bridge Maintenance
360 Lincoln Avenue
Warwick, RI 02888

Maintenance Conditions

The grantee shall maintain the surface of the roadway over said substructures and other areas where work has been performed as long as the Department deems necessary, but at no time shall this period of time be less than two years from the completion of work. In cases where trenching will be required, the grantee will saw-cut the pavement in neat straight parallel lines with an abrasive wheel power saw unless otherwise specified. Under no circumstances shall the pavement cut be made using a hammer or drop weight. Where service pipes are to be laid transversely in the highway, they shall be laid without disturbing the hardened surface of the roadway, by driving the pipes under the highway, or service pipes shall be carried under and across the road in a larger pipe, unless otherwise ordered by the Department. All jacking operations shall be done by methods approved by the Department. At no time will tunneling be allowed.

Conditions Relating to Overhead Structures, Including Poles, Towers, Wire, etc.

On all freeways, any overhead structures relocated and/or installed shall be placed in conformance with AASHTO's publication, "A policy on the Accommodation of Utilities on Freeway Rights-of-Way", issued February 15, 1969, or amendments thereto.

On state highways other than freeways, overhead structures shall be relocated and/or installed in conformance with P.P.M. 30-4 or amendments thereto of the Federal Highway Administration, unless as otherwise ordered by the Department.

All aspects of said installation and/or relocation shall be in conformance with the standards set forth in the "National Electrical Code" and the "National Electrical Safety Code".

In connection with the installation and/or relocation of the facilities covered by this permit, no trees shall be cut or trimmed except as provided herein.

General Conditions

The word "Department" as used herein shall imply the Department of Transportation, State of Rhode Island. The word "Engineer" as used herein shall mean the Department Engineer or the authorized agent of the Department. The word "Grantee" as used herein shall mean the person or persons, corporation or municipality to whom this permit is granted or their legal representatives. During the progress of work, all structures under and above ground shall be properly protected from damage or injury. It shall be the duty of the grantee to make certain that the security of the traveling public is safeguarded and its rights are not unreasonably curtailed. No detours may be engaged on any project without obtaining special permission from the Department and local authorities. The work area shall be protected at all times to avoid the possibility of accident. Said work area shall be marked with "Construction Approach Warning Signs", flares, lanterns, lights, flasher beacons or other warning devices as prescribed by the Department or the Engineer. The work performed under permit shall be planned and carried out so that the drainage system of the highway is effective at all times.



Department of Transportation
Division of Highway and Bridge Maintenance
360 Lincoln Avenue
Warwick, RI 02888

Conditions Relating to Maintenance of Traffic

The permittee shall maintain any road affected by its work open to traffic and keep such road in a condition that shall safely and adequately accommodate such traffic. The permittee shall furnish, erect and maintain all traffic control including barricades, warning signs, delineators, flaggers, and traffic- persons in accordance with the "Manual on Uniform Traffic Control Devices for Streets and Highways". The permittee shall submit for approval a traffic control plan for all utility work which would have an effect on the roadway. If it is determined that the contractor is not in conformance with the MUTCD, the Department or his designee will order a suspension of work until the work area is brought into conformance with MUTCD. All traffic control protection will be maintained until the proposed work has been completed.



Department of Transportation
Division of Highway and Bridge Maintenance
360 Lincoln Avenue
Warwick, RI 02888

T.13.03 CONSTRUCTION METHODS.

T.13.03.1 Scheduling Detector Installations and Restoration. Whenever a new roadway or driveway is installed and detector installations are called for, the Contractor shall ensure such detection is installed and properly operational prior to opening such roadway or driveway to traffic, unless otherwise authorized in writing by the Engineer.

When the Contractor mills and overlays or otherwise resurfaces an existing roadway that will be open to traffic, and such operations damage existing detection thereby rendering it non-functional, the Contractor shall restore properly operating detection within seven (7) calendar days. When existing detection is rendered non-functional by the Contractor's operations for any other reason, the Contractor shall restore properly operating detection within 72 hours, unless otherwise authorized in writing by the Engineer.



Department of Transportation
Division of Highway and Bridge Maintenance
360 Lincoln Avenue
Warwick, RI 02888

**Utility Permit No. 202003005. The numbered Restoration codes that apply to Utility Permit No. 202003005 are:
1,2,7,8,9,10,11,13,15,16,18,19,20,22,23,24,25,26,28.**

SEE NOTE...

1) SPECIFICATIONS TO GOVERN THIS PROJECT ARE THE R.I. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AMENDED AUGUST 2013, WITH ALL REVISIONS AND THE STATE AND FEDERAL SPECIAL PROVISIONS INCLUDED IN THE CONTRACT DOCUMENTS. STANDARD DETAILS FOR THIS PROJECT ARE R.I. STANDARD DETAILS, 1998 EDITION WITH ALL REVISIONS.

2) A 2" TEMPORARY PATCH SHALL BE PLACED DAILY FOR ALL SERVICE INSTALLATIONS.

7) SAWCUT PRIOR TO EXCAVATION, RESAWCUT FOR FINAL RESTORATION A MINIMUM 1' CUTBACK (NO OVER CUTTING CORNERS).

8) BACKFILL IN LIFTS TO RIDOT SPECIFICATIONS TO TOP OF SUB GRADE 95% COMPACTION (TRIM AND FINE GRADE TOP OF SUB-GRADE).

9) PLACE 12" GRAVEL BASE AND COMPACT TO RIDOT SPECIFICATIONS (TRIM AND FINE GRADE TOP OF SUB-BASE).

10) APPLY ASPHALT EMULSION TACK COAT TO ALL VERTICAL AND HORIZONTAL SURFACES.

11) MATCH PAVEMENT THICKNESS IN KIND AS A MINIMUM.

13) MUST RESTORE DAMAGED CONCRETE SIDEWALK AREAS WITH CONCRETE FULL PANEL REPLACEMENT (SEE RI STANDARD DETAIL 43.1.0, 43.3.0, 43.50).

15) REPLACE CURBING IF DAMAGED DURING CONSTRUCTION IN ACCORDANCE WITH RIDOT SPECIFICATIONS AND STANDARD DETAILS.

16) RESET CURBING TO ORIGINAL GRADE IF SETTLEMENT OCCURS.

18) COLD PLANE ROAD TO A 2" DEPTH, SWEEP CLEAN, APPLY EMULSION TACK COAT TO SURFACE INCLUDING TRANSVERSE AND LONGITUDINAL JOINTS PER RIDOT SPECIFICATIONS. LIMITS OF COLD PLANING SHALL BE DETERMINED BY RIDOT.)



Department of Transportation
Division of Highway and Bridge Maintenance
360 Lincoln Avenue
Warwick, RI 02888

19) APPLY A CLASS 12.5 WEARING SURFACE.

20) RESTORE PAVEMENT MARKINGS WITH EPOXY RESIN PAINT TO MEET RIDOT SPECIFICATIONS. CONTRACTOR MUST SCHEDULE TEMPORARY WATERBORNE REFLECTORIZED PAVEMENT MARKINGS SO THAT PAVEMENT MARKINGS SHALL BE PLACED ON ROADWAYS WHICH ARE OPENED TO TRAFFIC AT THE COMPLETION OF EACH DAYS PAVING OPERATION. PERMANENT EPOXY RESIN PAVEMENT MARKINGS SHALL BE PLACED NO SOONER THAN 2 WEEKS BUT NO LATER THAN 4 WEEKS FROM THE COMPLETION OF THE PAVING OPERATION.

22) FULL DEPTH ASPHALT PATCH MUST BE INSTALLED UPON INITIAL WORK.

23) ANY DAMAGE TO STATE PROPERTY CAUSED BY CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE DEPARTMENT.

24) APPLICANT AGREES THAT (A) NO PERSON SHALL, ON THE GROUNDS OF RACE, COLOR, SEX, NATIONAL ORIGIN, AGE, OR DISABILITY, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE OTHERWISE SUBJECTED TO DISCRIMINATION IN THE USE OF STATE PROPERTY; (B) IN THE FURNISHING OF SERVICES ON STATE PROPERTY, NO PERSON SHALL, ON THE GROUNDS OF RACE, COLOR, SEX, NATIONAL ORIGIN, AGE OR DISABILITY, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE OTHERWISE SUBJECTED TO DISCRIMINATION; AND (C) THE APPLICANT SHALL USE STATE PROPERTY IN COMPLIANCE WITH ALL OTHER REQUIREMENTS IMPOSED BY OR PURSUANT TO 49 C.F.R. PART 21, NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION EFFECTUATION OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (THE REGULATIONS) AND AS THE REGULATIONS MAY BE AMENDED.

25) NO LANE CLOSURE WILL BE ALLOWED BETWEEN 6:00 AM AND 9:00 AM OR BETWEEN 3:00 PM AND 6:00 PM MONDAY THROUGH FRIDAY.

26) FINAL RESTORATION REQUIREMENTS WILL BE DETERMINED AFTER THE COMPLETION OF THE UTILITY WORK.

28) HOLIDAYS

A. MEMORIAL DAY, VICTORY DAY, LABOR DAY & COLUMBUS DAY - NO SATURDAY, SUNDAY, OR MONDAY DAY OR NIGHT WORK.

B. THANKSGIVING DAY - NO WORK SHALL BE PERFORMED ON WEDNESDAY THROUGH SUNDAY OF THANKSGIVING WEEK IN ANY CALENDAR YEAR.



Department of Transportation
Division of Highway and Bridge Maintenance
360 Lincoln Avenue
Warwick, RI 02888

C. INDEPENDENCE DAY, VETERANS DAY, CHRISTMAS DAY - NO DAY OR NIGHT WORK AND NO WORK PREVIOUS NIGHT.

D. EASTER SUNDAY - NO SATURDAY NIGHT OR SUNDAY DAY OR NIGHT WORK.

E. ALL FRIDAY DAYTIME WORK ON ANY HOLIDAY WEEKEND LISTED ABOVE MUST END BY 1:00 PM.

F. IF THE PERMITTED WORK IS EXTENDED BEYOND THE SPECIFIED COMPLETION DATE, A SIMILAR HOLIDAY WORK SCHEDULE WILL BE SET BY THE DEPARTMENT.

NOTE:

Final restoration shall consist of a 2" mill and overlay of the entire School Street intersection extending from curb to curb and to the limits of disturbance shown on the plans.



Department of Transportation
Division of Highway and Bridge Maintenance
360 Lincoln Avenue
Warwick, RI 02888

Date _____

**NOTICE OF COMPLETION OF UTILITY WORK
REQUEST FOR RELEASE OF PERMIT AND/OR BOND**

This letter serves as notification that the work required under
Utility Permit No. 202003005 in the city/town of Westerly
has been completed in conformance with the permit requirements
and is ready for final inspection by the Department of
Transportation.

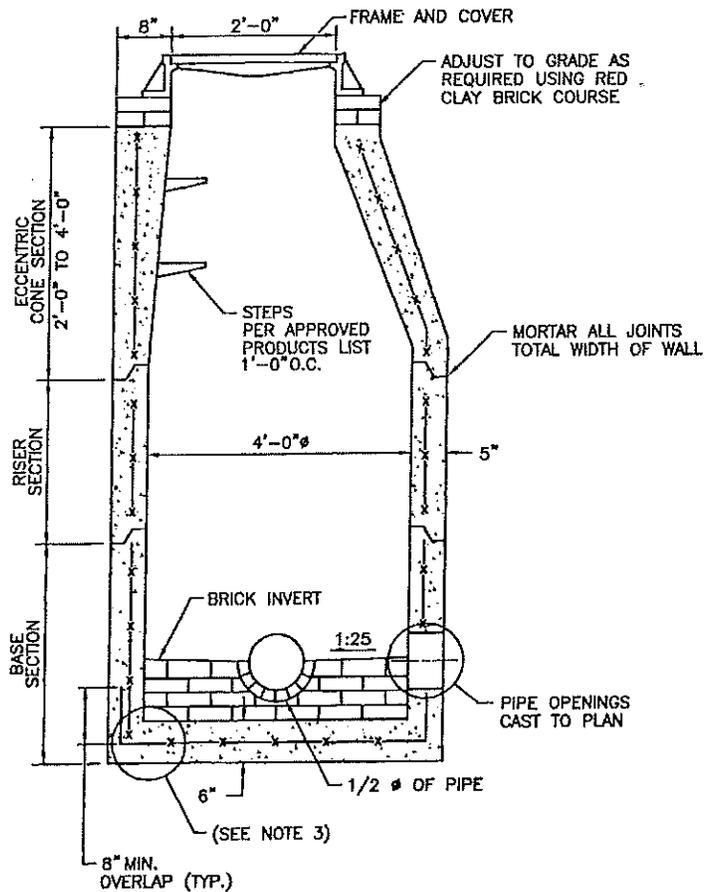
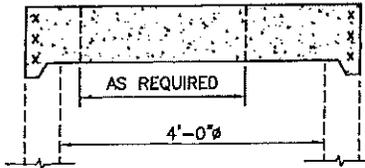
Permit Holder

**NOTE: FAILURE TO REQUEST A FINAL INSPECTION WILL RESULT
IN THE NON-ISSUANCE OF APPLICATIONS FILED IN THE NEXT
CALENDAR YEAR.**

APPENDIX C

RIDOT STANDARD DETAILS

ALTERNATE TOP LOADING (SEE NOTES 7 AND 8)



NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 702 OF THE R.I. STANDARD SPECIFICATIONS.
2. CIRCUMFERENTIAL STEEL REINFORCEMENT REQUIRED = 0.12 SQ. IN. / LIN. FT. MINIMUM.
3. STEEL REINFORCEMENT FOR BASE SECTION BOTTOM SHALL BE A MINIMUM OF 0.12 SQ. IN./LIN. FT. (BOTH WAYS).
4. ONE POUR MONOLITHIC BASE SECTION.
5. ANY NECESSARY ADJUSTMENTS DURING CONSTRUCTION WILL BE DONE BY SAW-CUTTING AND/OR CORING ONLY. NO JACKHAMMERS, HAMMERS AND CHISELS OR PNEUMATIC TOOLS WILL BE ALLOWED.
6. STEPS SHALL CONFORM TO STD. 5.3.0 AND SHALL BE INSTALLED AT THE CASTING PLANT.
7. ALTERNATE TOP SLAB IS STEEL REINFORCED TO MEET OR EXCEED H-25 LOADING (SEE STD. 4.7.2).
8. ALTERNATE TOP SLAB IS ONLY FOR USE WHEN REDUCING SECTION DOES NOT FIT BECAUSE OF STRUCTURE DEPTH.
9. REFER TO STD. 5.2.0 FOR MAXIMUM PIPE SIZES.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

PRECAST 4'-0" ROUND MANHOLE

REVISIONS		
NO.	BY	DATE

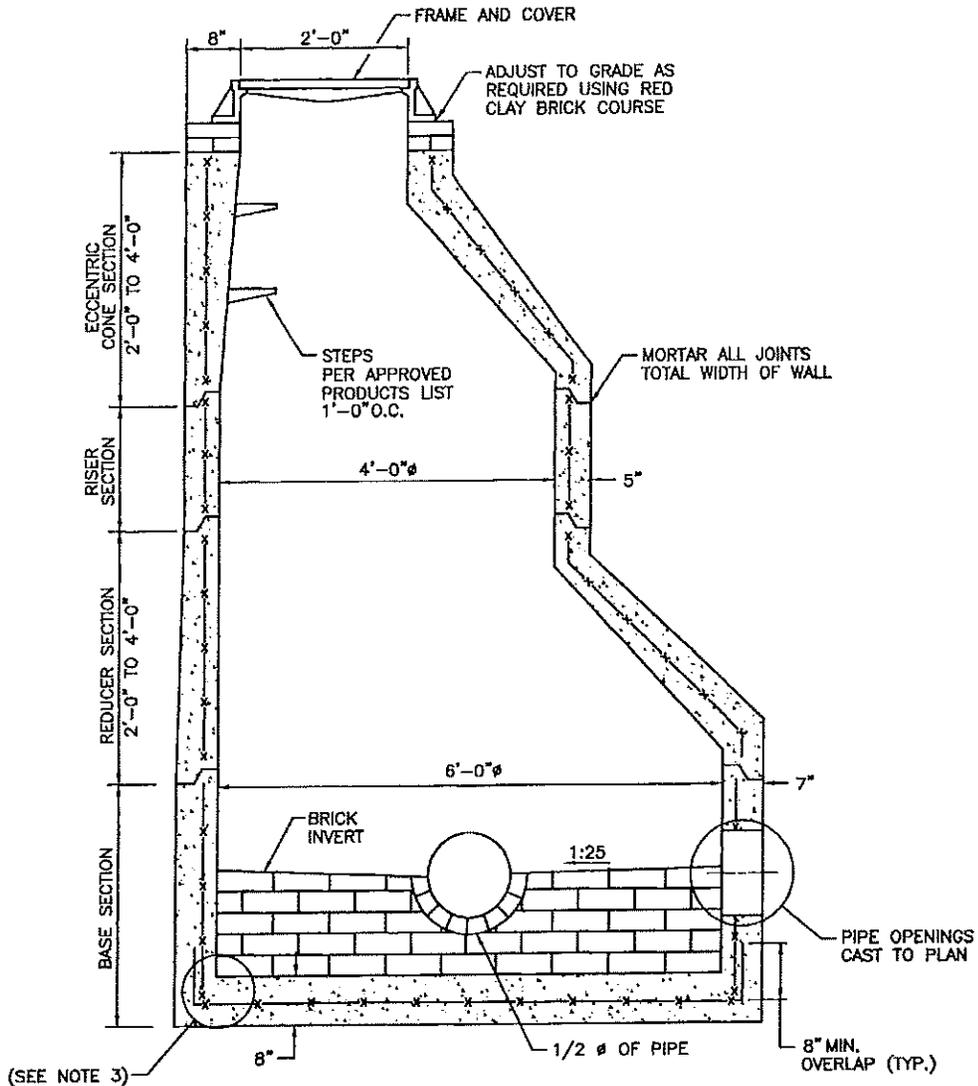
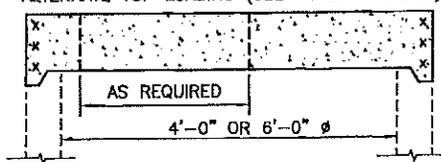
James R. Capelli
 CHIEF ENGINEER
 TRANSPORTATION

Edward R. Parker
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE



ALTERNATE TOP LOADING (SEE NOTES 7 AND 8)



NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 702 OF THE R.I. STANDARD SPECIFICATIONS.
2. CIRCUMFERENTIAL STEEL REINFORCEMENT REQUIRED = 0.15 SQ. IN./LIN. FT. MINIMUM.
3. STEEL REINFORCEMENT FOR BASE SECTION BOTTOM SHALL BE A MINIMUM OF 0.12 SQ. IN./LIN. FT. (BOTH WAYS).
4. ONE POUR MONOLITHIC BASE SECTION.
5. ANY NECESSARY ADJUSTMENTS DURING CONSTRUCTION WILL BE DONE BY SAW-CUTTING AND/OR CORING ONLY. NO JACKHAMMERS, HAMMERS AND CHISELS OR PNEUMATIC TOOLS WILL BE ALLOWED.
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7. ALTERNATE TOP SLAB IS STEEL REINFORCED TO MEET OR EXCEED H-25 LOADING (SEE STD. 4.7.2).
8. ALTERNATE TOP SLAB IS ONLY FOR USE WHEN REDUCING SECTION DOES NOT FIT BECAUSE OF STRUCTURE DEPTH.
9. REFER TO STD. 5.2.0 FOR MAXIMUM PIPE SIZES.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

PRECAST 6'-0" ROUND MANHOLE

REVISIONS		
NO.	BY	DATE

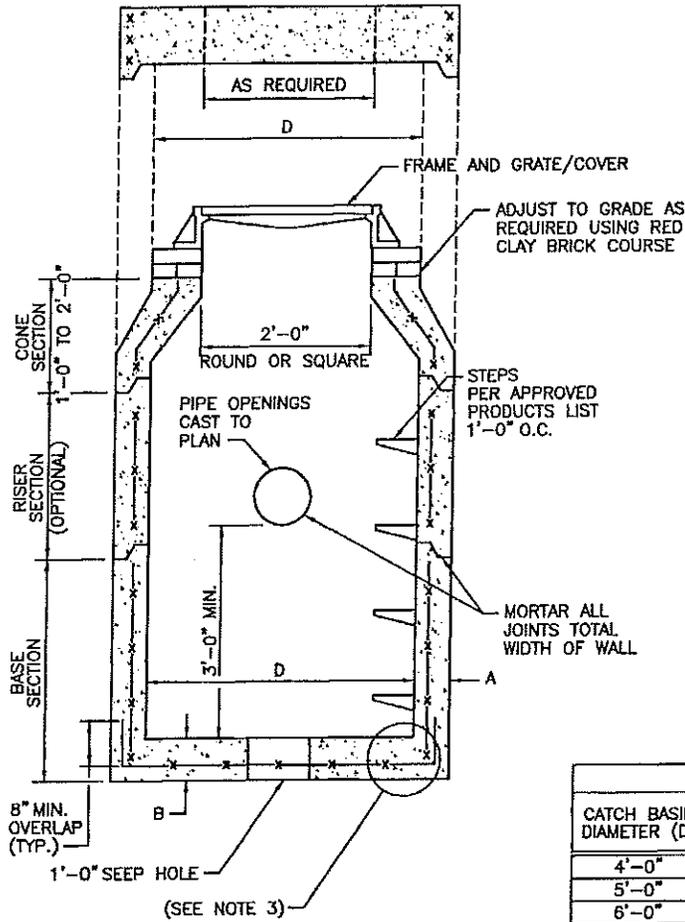
James R. Capaldi
 CIVIL ENGINEER
 TRANSPORTATION

Edward J. Parker
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE

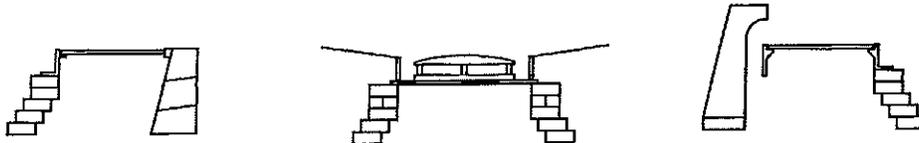


ALTERNATE TOP SLAB (SEE NOTES 10 AND 11)



CATCH BASIN DIAMETER (D)	A	B	CIRCUMFERENTIAL STEEL REINFORCEMENT REQUIRED*
4'-0"	5"	6"	0.12 SQ. IN./LIN. FT.
5'-0"	6"	7"	0.15 SQ. IN./LIN. FT.
6'-0"	7"	8"	0.18 SQ. IN./LIN. FT.

* FOR LONGITUDINAL (VERTICAL STANDING) REINFORCEMENT REFER TO ASTM C478, ITEM 8.1.2



TYPE "D"

TYPE "R"

TYPE "F"

TYPE CATCH BASIN AS REQUIRED

NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 702 OF THE R.I. STANDARD SPECIFICATIONS.
2. SEE TABLE 1 FOR STEEL REINFORCEMENT REQUIREMENTS.
3. STEEL REINFORCEMENT FOR BASE SECTION BOTTOM SHALL BE A MINIMUM OF 0.12 SQ. IN./LIN. FT. (BOTH WAYS).
4. STEPS SHALL CONFORM TO STD. 5.3.0 AND SHALL BE INSTALLED AT THE CASTING PLANT.
5. ONE POUR MONOLITHIC BASE SECTION.
6. ANY NECESSARY ADJUSTMENTS DURING CONSTRUCTION WILL BE DONE BY SAW-CUTTING AND/OR CORING ONLY. NO JACKHAMMERS, HAMMERS AND CHISELS OR PNEUMATIC TOOLS WILL BE ALLOWED.
7. CORBEL MADE OF RED CLAY BRICK WILL BE PERMITTED FOR THE "CONE SECTION" OF THE 4'-0" CATCH BASIN ONLY.
8. FOR CATCH BASIN TYPES "D" AND "F" STEPS MUST BE INSTALLED ON THE CURB SIDE OF THE STRUCTURE.
9. THE CENTERLINE OF THE OPENING MUST BE WITHIN 2'-0" FROM THE STEPS.
10. ALTERNATE TOP SLAB IS STEEL REINFORCED TO MEET OR EXCEED H-25 LOADING (SEE STD. 4.7.2).
11. ALTERNATE TOP SLAB IS ONLY FOR USE WHEN REDUCING SECTION DOES NOT FIT BECAUSE OF STRUCTURE DEPTH.
12. REFER TO STD. 5.2.0 FOR MAXIMUM PIPE SIZES.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

PRECAST 4'-0", 5'-0", OR 6'-0" ROUND CATCH BASIN

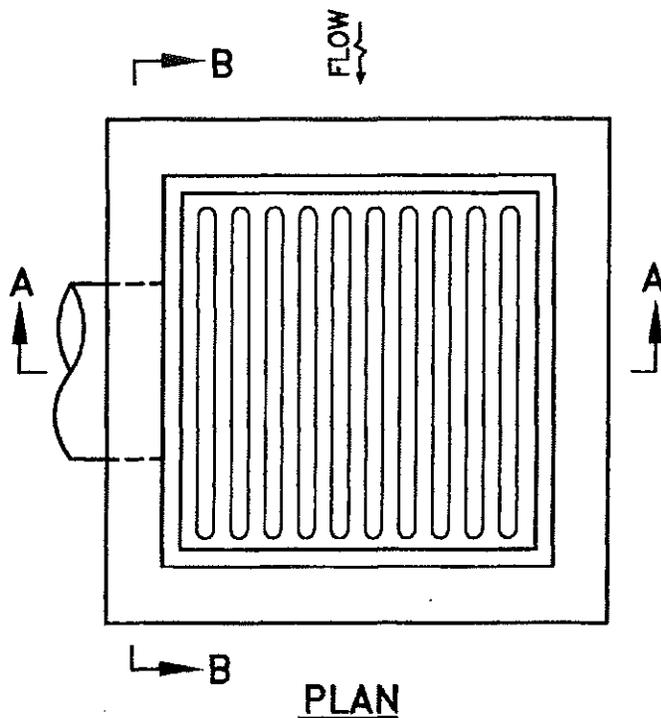
REVISIONS		
NO.	BY	DATE

James A. Gualdi
CHIEF ENGINEER
TRANSPORTATION

Edward P. ...
CHIEF DESIGN ENGINEER
TRANSPORTATION

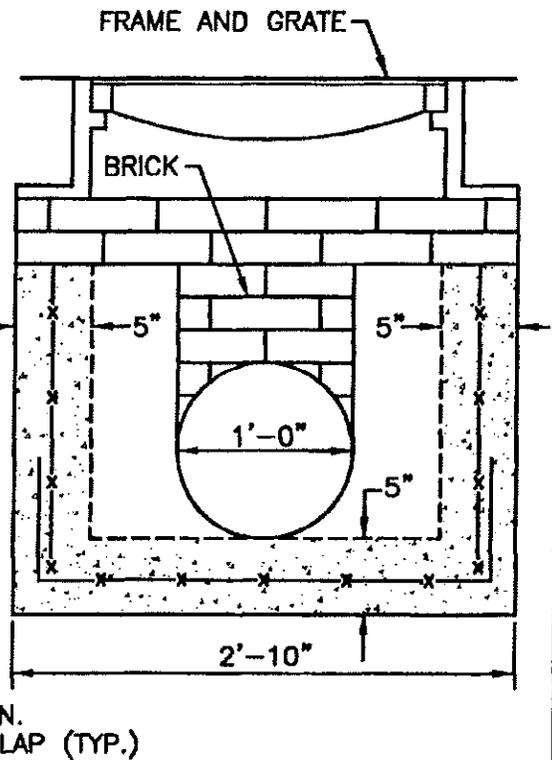
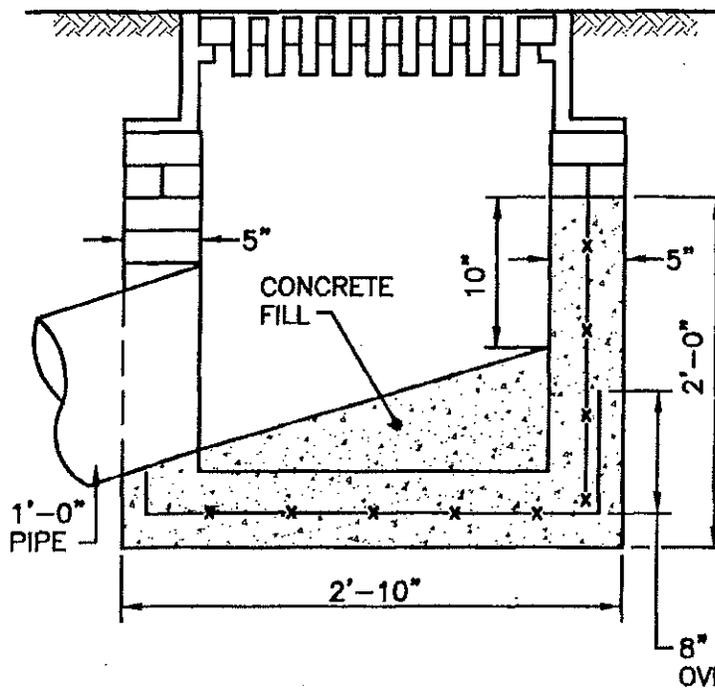
JUNE 15, 1998
ISSUE DATE





- NOTES:**
1. SHALL BE IN ACCORDANCE WITH SECTION 702 OF THE R.I. STANDARD SPECIFICATIONS.
 2. MINIMUM REQUIRED CONCRETE REINFORCEMENT = 0.12 SQ. IN./LIN. FT. (EACH WAY).
 3. MINIMUM COVER ON REINFORCEMENT SHALL BE 2".

CONCRETE TOLERANCES	
DIMENSION	TOLERANCE
0"-12"	1/4"
12"-24"	1/2"
24"-36"	3/4"



RHODE ISLAND DEPARTMENT OF TRANSPORTATION

REVISIONS		
NO.	BY	DATE

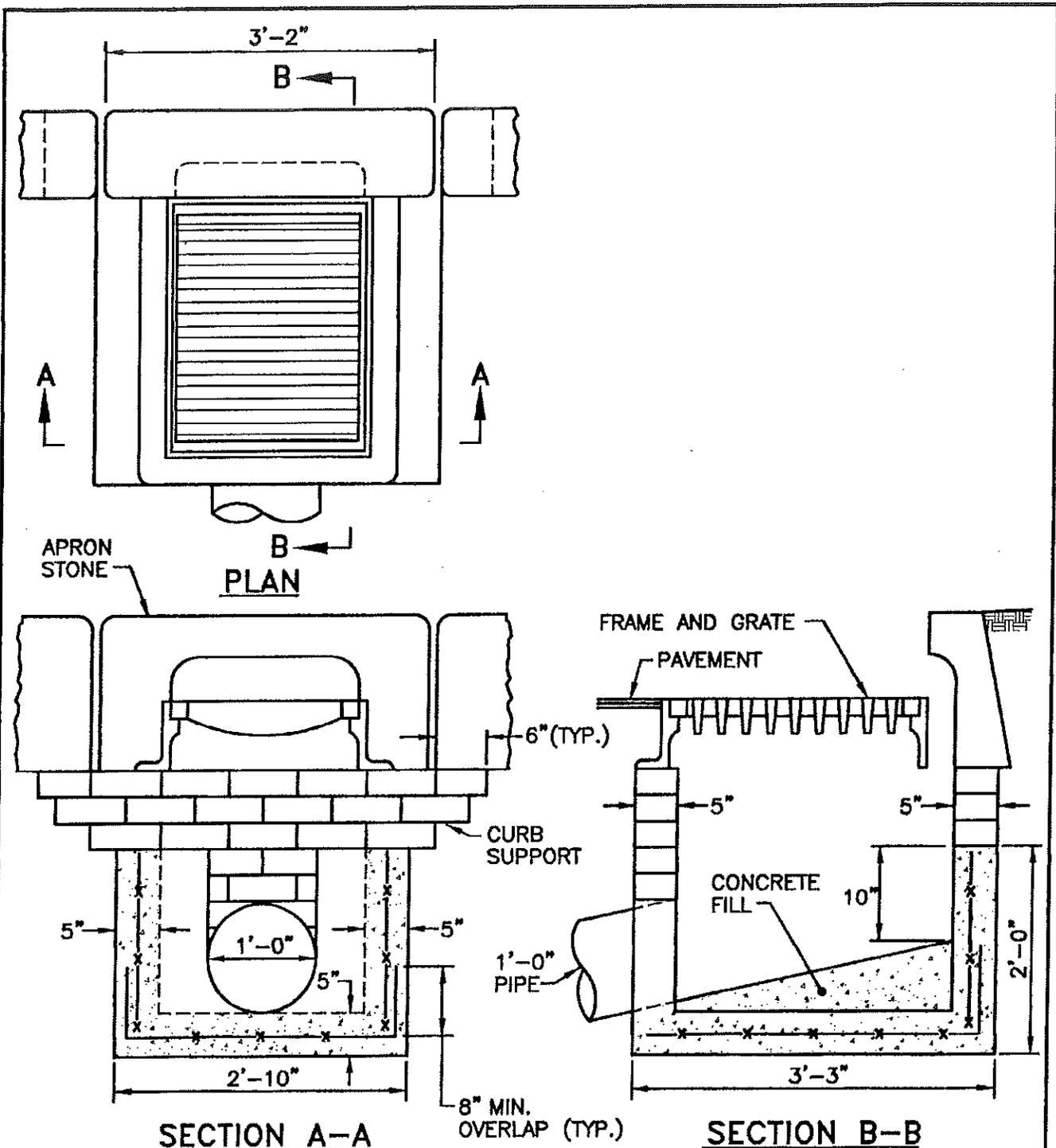
PRECAST CONCRETE DROP INLET

James A. Caselli
 CHIEF ENGINEER
 TRANSPORTATION

Edmund Parker Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE





NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 702 OF THE R.I. STANDARD SPECIFICATIONS.
2. MINIMUM REQUIRED CONCRETE REINFORCEMENT = 0.12 SQ. IN./LIN. FT. (EACH WAY).
3. MINIMUM COVER ON REINFORCEMENT SHALL BE 2".

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

**PRECAST CONCRETE DROP INLET
LATERAL OUTLET**

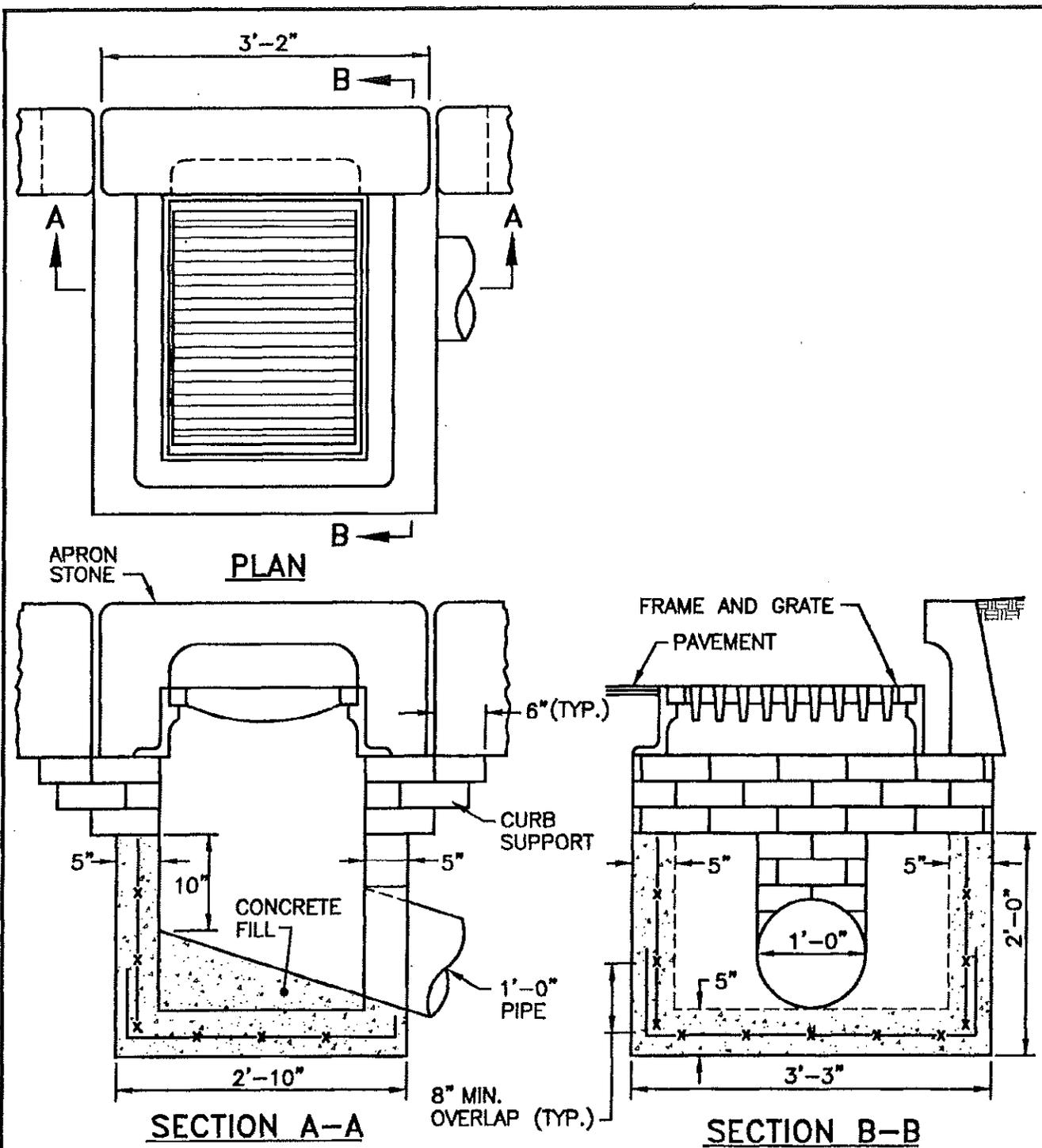
REVISIONS		
NO.	BY	DATE

James H. Capaldi
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE





NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 702 OF THE R.I. STANDARD SPECIFICATIONS.
2. MINIMUM REQUIRED CONCRETE REINFORCEMENT = 0.12 SQ. IN./LIN. FT. (EACH WAY).
3. MINIMUM COVER ON REINFORCEMENT SHALL BE 2".

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

**PRECAST CONCRETE DROP INLET
LONGITUDINAL OUTLET**

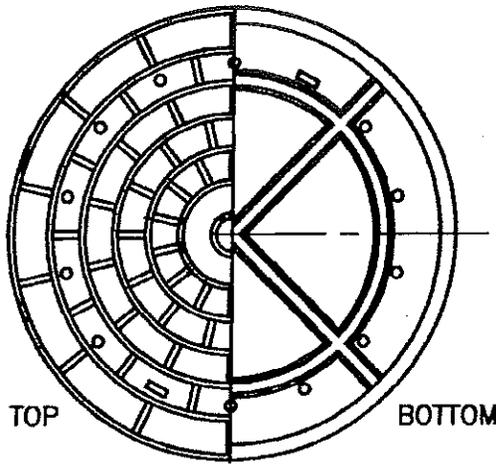
REVISIONS		
NO.	BY	DATE

James H. Casabelli
CHIEF ENGINEER
TRANSPORTATION

Edmund Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE

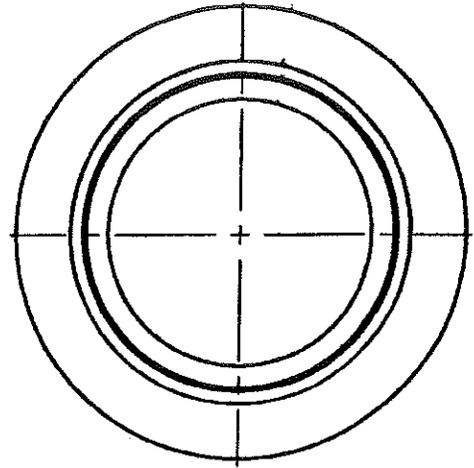




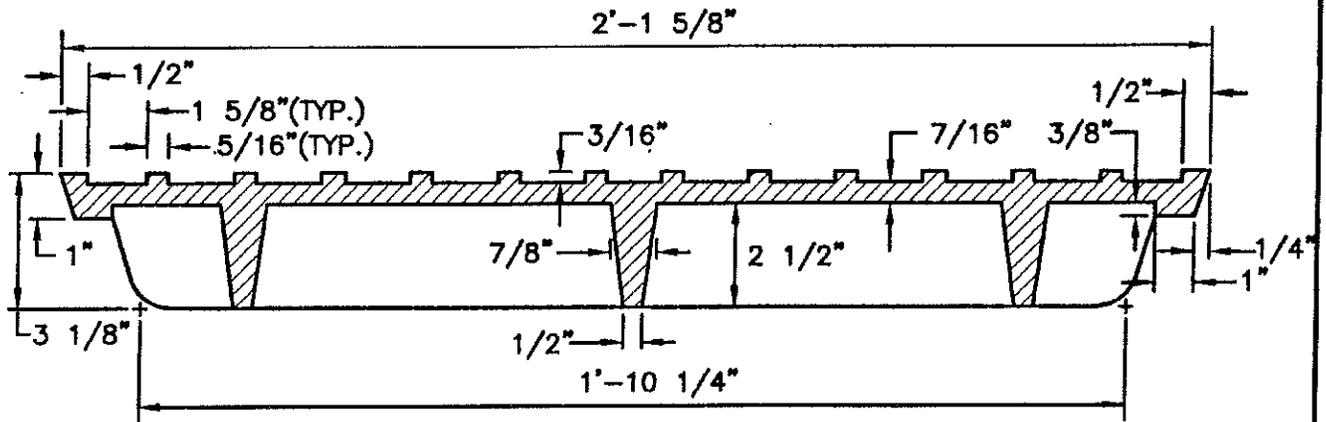
TOP

BOTTOM

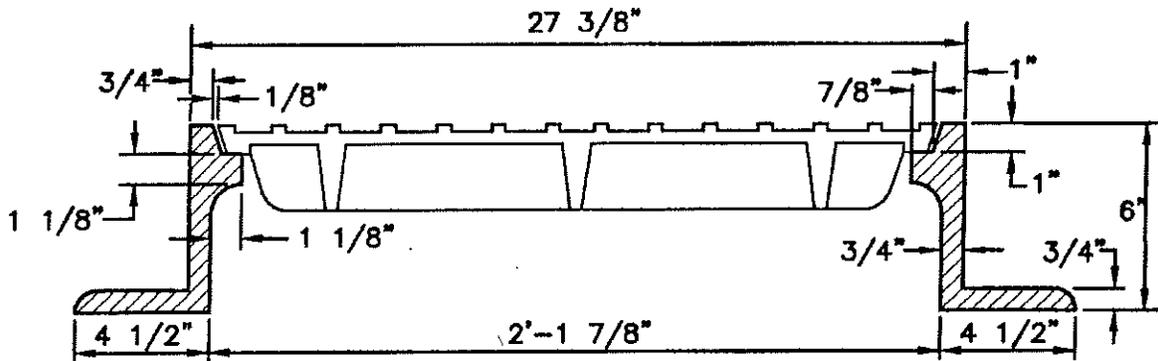
COVER



FRAME



COVER SECTION



FRAME SECTION

NOTE:

FRAME AND GRATE SHALL CONFORM TO SECTION M.04 OF THE R.I. STANDARD SPECIFICATIONS.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

**ROUND FRAME AND COVER
LIGHT-DUTY**

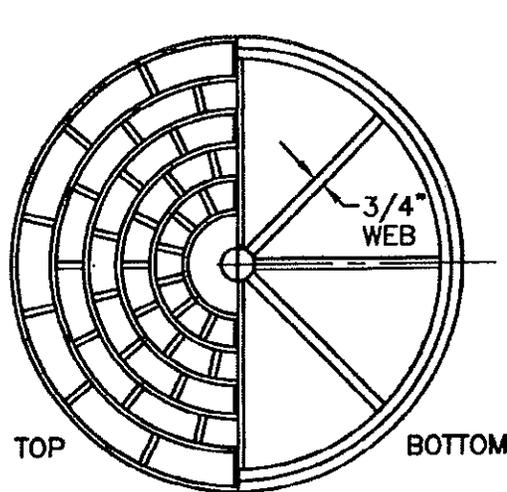
REVISIONS		
NO.	BY	DATE

James A. Casaldi
CHIEF ENGINEER
TRANSPORTATION

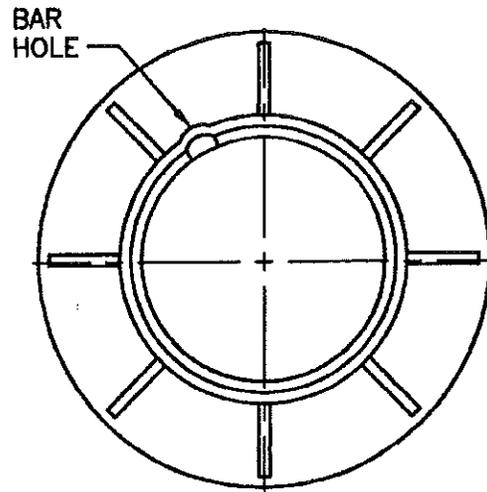
Edmund P. Parker
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE

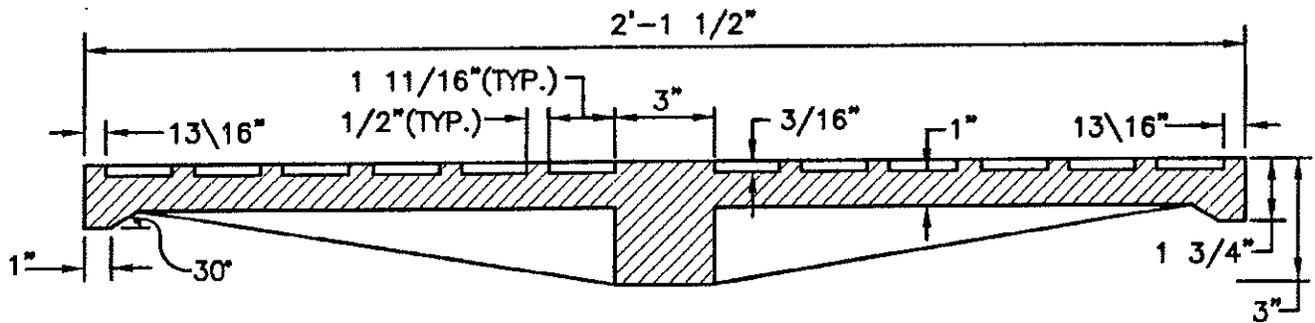




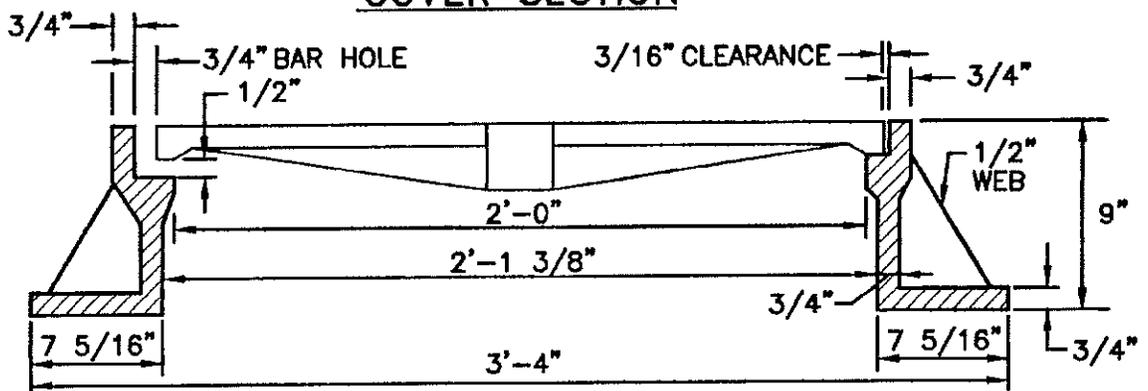
COVER



FRAME



COVER SECTION



FRAME SECTION

NOTES:

1. FRAME AND GRATE SHALL CONFORM TO SECTION M.04 OF THE R.I. STANDARD SPECIFICATIONS.
2. FRAME AND COVER SEATS MUST HAVE MACHINE FINISH.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

REVISIONS		
NO.	BY	DATE

**HEAVY-DUTY
ROUND FRAME AND COVER**

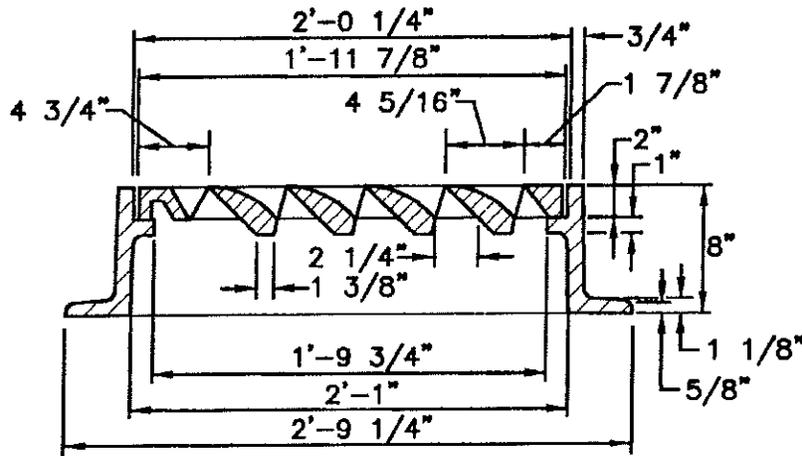
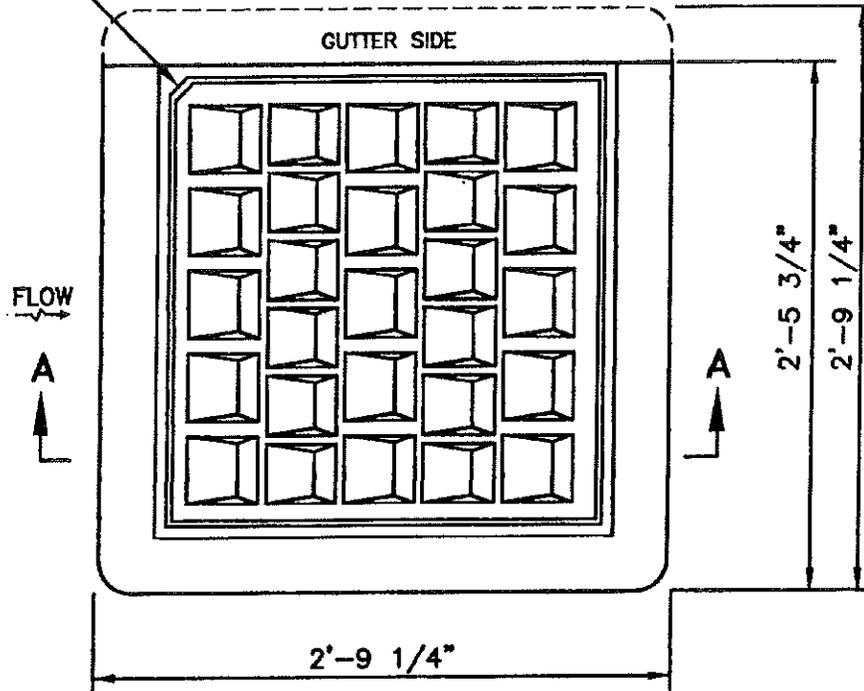
James H. Capobianco
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Parker, Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE



(SEE NOTE 2)



SECTION A-A

NOTES:

1. FRAME AND COVER SHALL CONFORM TO SECTION M.04 OF THE R.I. STANDARD SPECIFICATIONS.
2. THIS CORNER LEFT FOR "LEFT" GRATE, DIAGONALLY OPPOSITE CORNER FOR "RIGHT" GRATE TO FIT IN KEYED FRAME.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

**HIGH CAPACITY FRAME AND GRATE
(BICYCLE SAFE)**

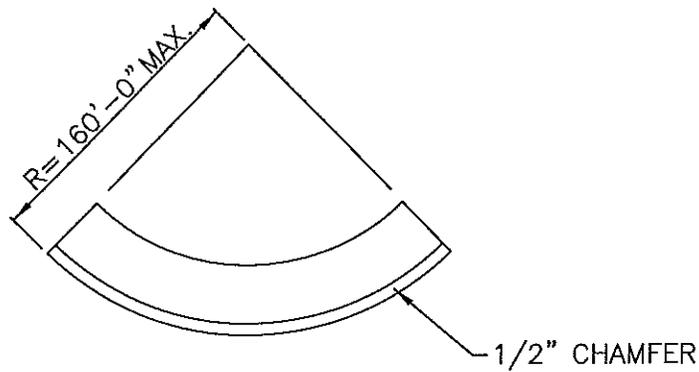
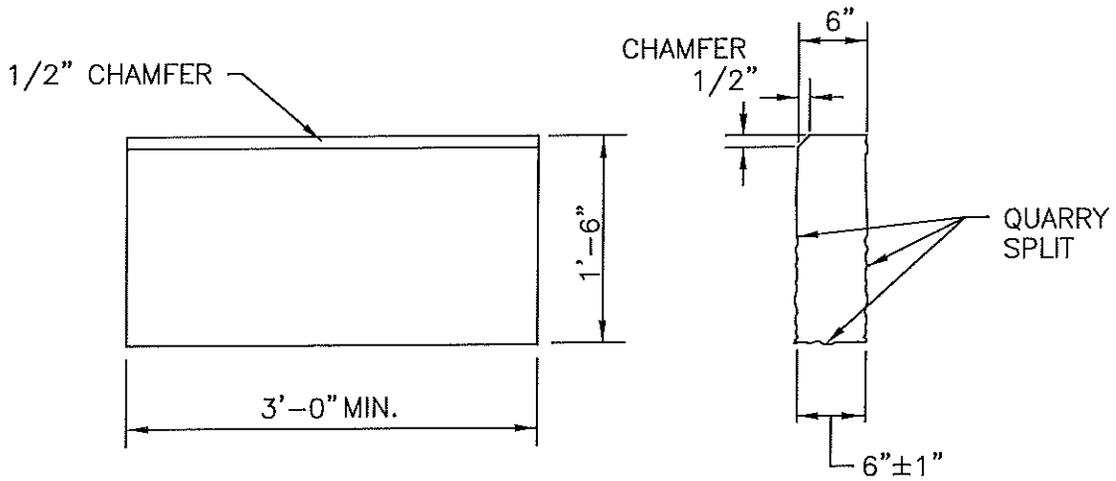
REVISIONS		
NO.	BY	DATE

James H. Capaldi
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Perkins Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE





CIRCULAR CURB

NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.
3. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR PIECES TO BE 3'-0".
4. CIRCULAR CURB IS REQUIRED ON CURVES WITH RADII OF 160'-0" OR LESS. STRAIGHT CURB TO BE USED ON CURVES OF MORE THAN 160'-0" RADIUS.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

REVISIONS		
NO.	BY	DATE
1	MLP	Mar 2005
2	MLP	Sep 2012

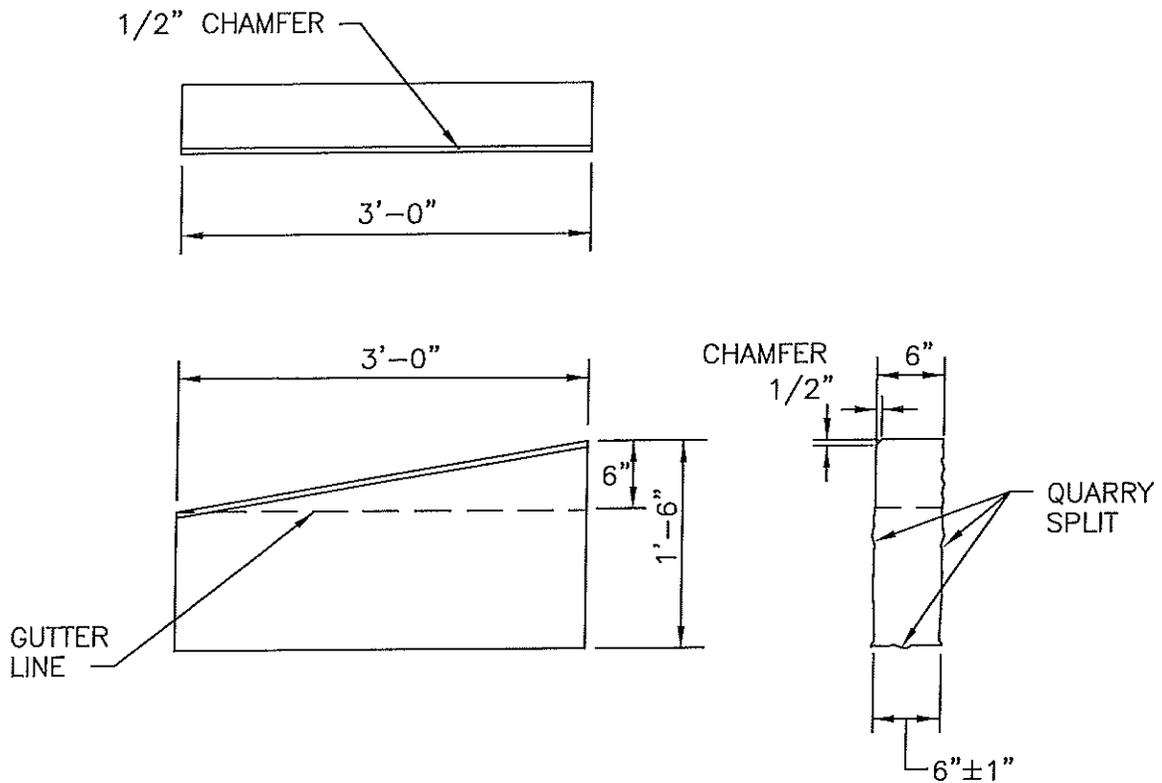
GRANITE CURB

James R. Casella
 CHIEF ENGINEER
 TRANSPORTATION

Edmund J. Parker Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE





NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

REVISIONS		
NO.	BY	DATE
1	MLP	Mar 2005
2	MLP	Jun 2010
3	MLP	Sep 2012

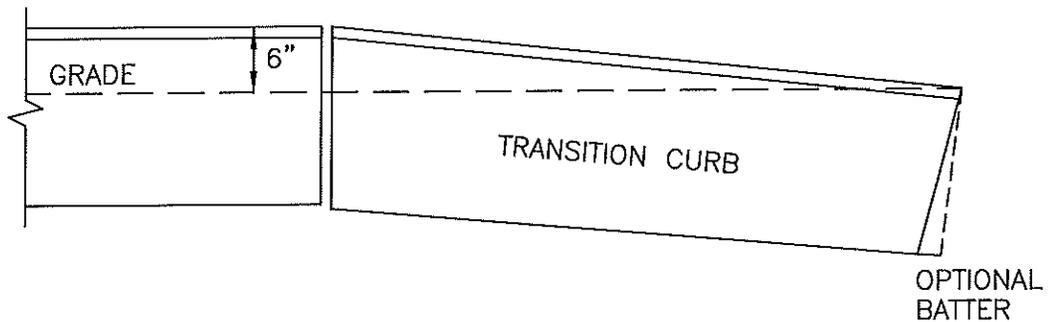
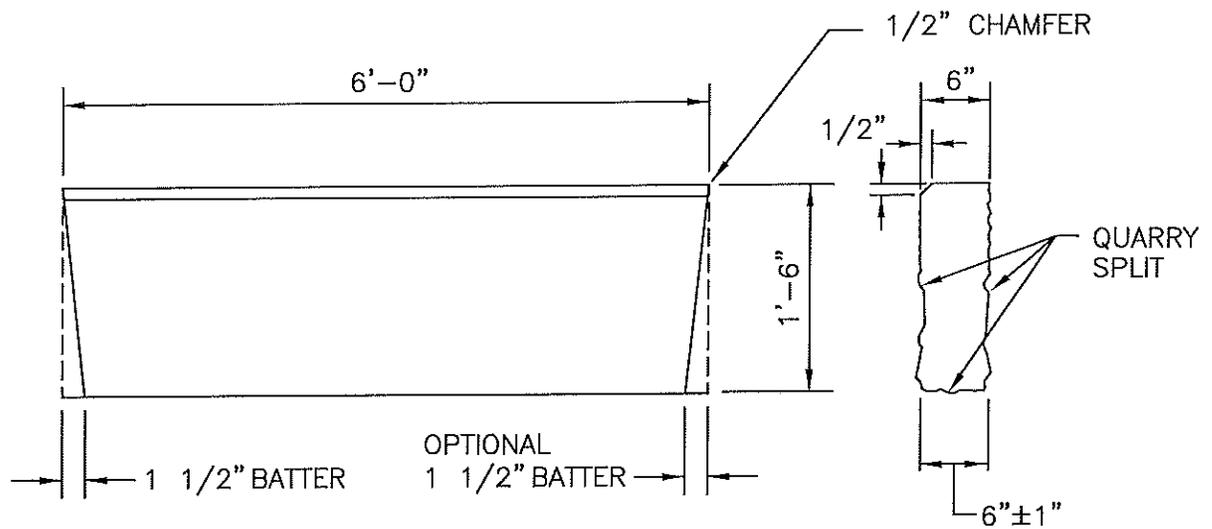
3'-0" GRANITE TRANSITION CURB

James H. Casaldi
 CHIEF ENGINEER
 TRANSPORTATION

Edmund J. Parkes Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE

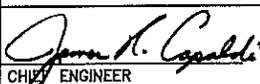


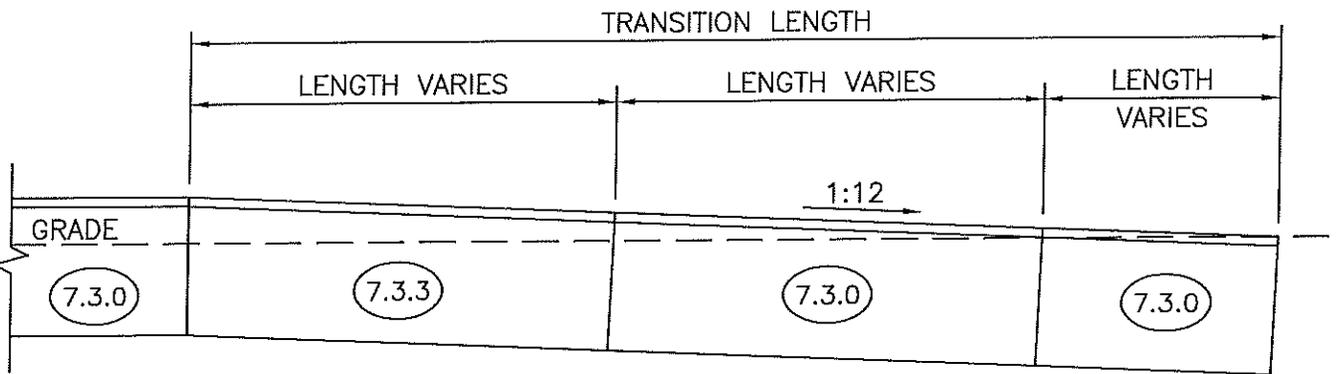
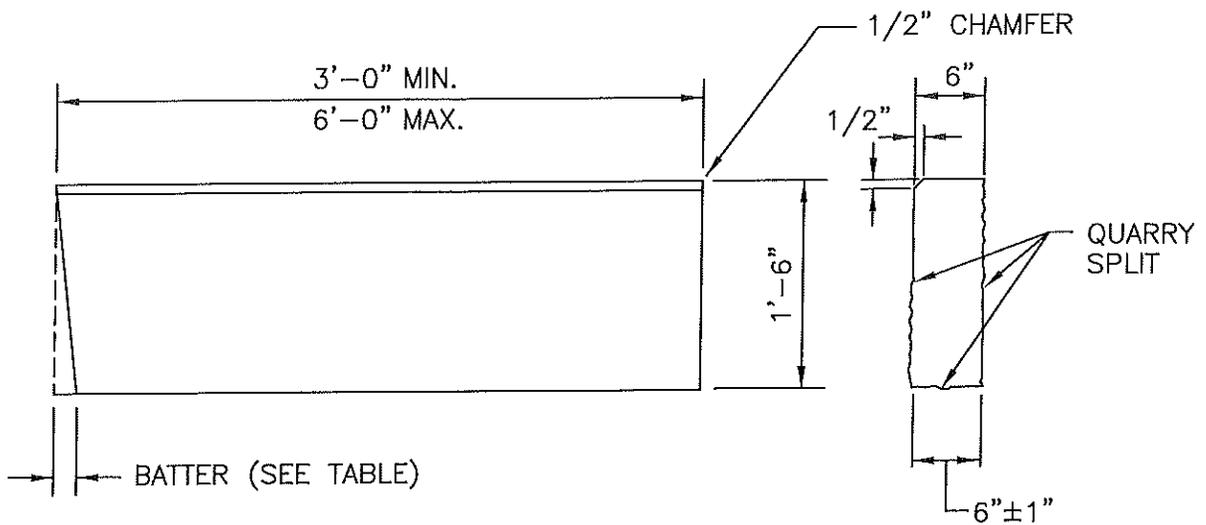


NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. THE CONTRACTOR MAY CUT EXISTING CURB SECTIONS AS REQUIRED TO MEET THIS DETAIL AND THE R.I. STANDARD SPECIFICATIONS, WHERE OLD CURBING IS BEING REUSED.
3. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

REVISIONS			6'-0" GRANITE TRANSITION CURB	R.I. STANDARD 7.3.2
NO.	BY	DATE		
1	MLP	Mar 2005	 CHIEF ENGINEER TRANSPORTATION	 CHIEF DESIGN ENGINEER TRANSPORTATION
2	MLP	Sep 2012		



TRANSITION LENGTH (FT.)	BATTER (IN.)
6.0	1.5
7.0	1.3
8.0	1.2
9.5	1.0
11.5	0.8
15.0	0.6
18.0	0.5

NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. THE CONTRACTOR MAY CUT EXISTING CURB SECTIONS AS REQUIRED TO MEET THIS DETAIL AND THE R.I. STANDARD SPECIFICATIONS, WHERE OLD CURBING IS BEING REUSED.
3. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR CURB FILLER PIECES TO BE 3'-0" (GREATER LENGTHS PREFERRED).
4. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

**GRANITE WHEELCHAIR RAMP
TRANSITION CURB**

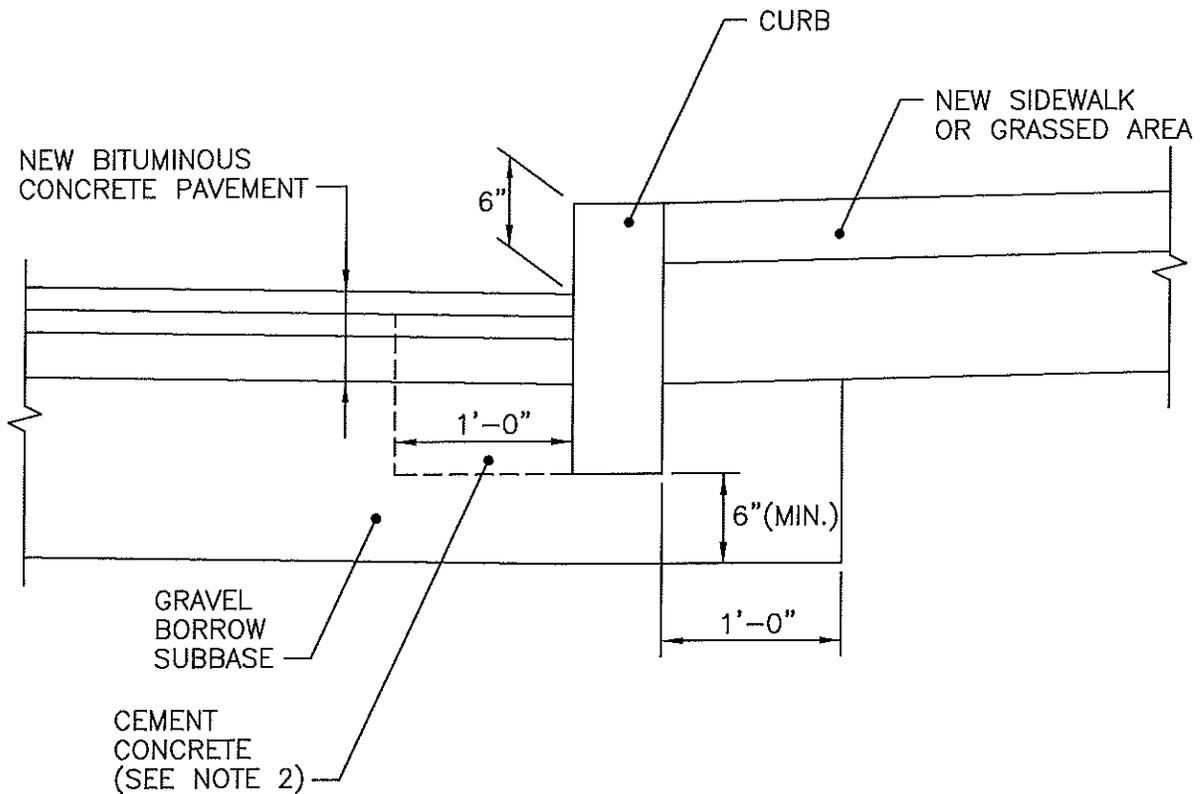
REVISIONS		
NO.	BY	DATE
1	MLP	Mar 2005
2	MLP	Jun 2012

James A. Casaldi
CHIEF ENGINEER
TRANSPORTATION

Edmund D. Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE





NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. CEMENT CONCRETE SHALL BE USED ONLY WHEN THE CURB IS SET AFTER THE BASE AND/OR BINDER COURSES ARE IN PLACE, OTHERWISE THE CEMENT CONCRETE WILL BE ELIMINATED AND THE GRAVEL BROUGHT UP TO BOTTOM OF THE BASE COURSE.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

REVISIONS		
NO.	BY	DATE
1	MLP	Mar 05

CURB SETTING DETAIL

James P. Capaldi
 CHIEF ENGINEER
 TRANSPORTATION

Edmund J. Parker Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE



GENERAL NOTES:

1. ALL MARKINGS SHALL BE IN ACCORDANCE WITH SECTION 1.20 OF THE RI STANDARD SPECIFICATIONS.
2. ALL CROSSWALK AND STOP LINE MARKINGS SHALL BE WHITE.
3. CROSSWALK AND STOP LINE MARKINGS SHALL ONLY BE INSTALLED WHERE CALLED FOR ON THE PLANS.

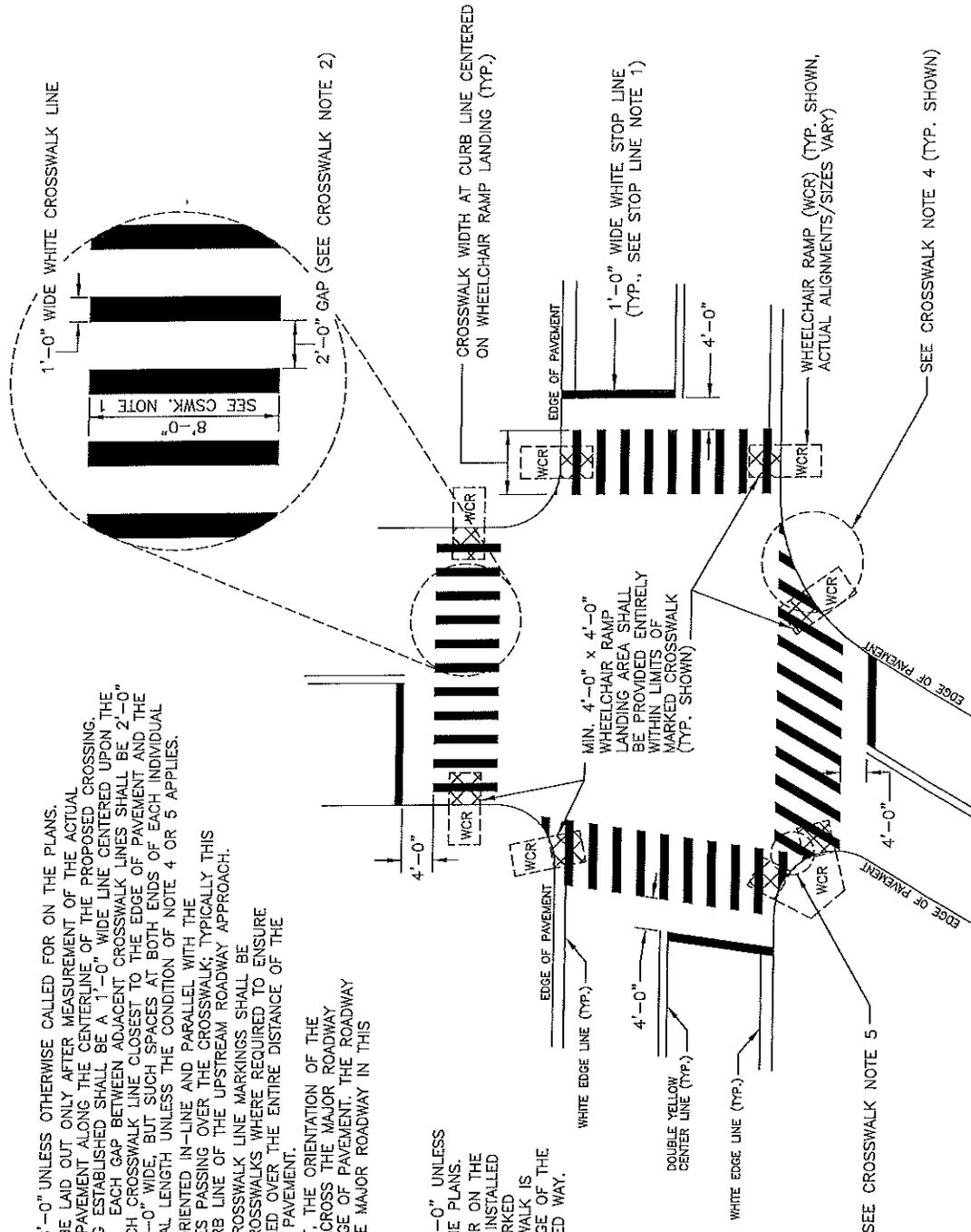
CROSSWALK NOTES:

1. CROSSWALK WIDTH SHALL BE 8'-0" UNLESS OTHERWISE CALLED FOR ON THE PLANS.
2. CROSSWALK MARKINGS SHALL BE LAID OUT ONLY AFTER MEASUREMENT OF THE ACTUAL DISTANCE BETWEEN EDGES OF PAVEMENT ALONG THE CENTERLINE OF THE PROPOSED CROSSING. THE FIRST CROSSWALK MARKING ESTABLISHED SHALL BE A 1'-0" WIDE LINE CENTERED UPON THE MIDPOINT OF THIS CENTERLINE. EACH GAP BETWEEN ADJACENT CROSSWALK LINES SHALL BE 2'-0" WIDE. THE SPACE BETWEEN EACH CROSSWALK LINE CLOSEST TO THE EDGE OF PAVEMENT AND THE LATTER MAY BE LESS THAN 2'-0" WIDE, BUT SUCH SPACES AT BOTH ENDS OF EACH INDIVIDUAL CROSSWALK SHALL BE OF EQUAL LENGTH UNLESS THE CONDITION OF NOTE 4 OR 5 APPLIES.
3. CROSSWALK LINES SHALL BE ORIENTED IN-LINE AND PARALLEL WITH THE PREDOMINANT PATH OF VEHICLES PASSING OVER THE CROSSWALK; TYPICALLY THIS WILL BE PARALLEL TO THE CURB LINE OF THE UPSTREAM ROADWAY APPROACH.
4. SHORTER SEGMENTS OF THE CROSSWALK LINE MARKINGS SHALL BE INSTALLED AT THE ENDS OF CROSSWALKS WHERE REQUIRED TO ENSURE THAT THE CROSSWALK IS MARKED OVER THE ENTIRE DISTANCE OF THE CROSSING BETWEEN EDGES OF PAVEMENT.
5. WHERE TWO CROSSWALKS MEET, THE ORIENTATION OF THE CROSSWALK LINES INSTALLED ACROSS THE MAJOR ROADWAY SHALL BE CARRIED TO THE EDGE OF PAVEMENT. THE ROADWAY RUNNING LEFT TO RIGHT IS THE MAJOR ROADWAY IN THIS DETAIL.

STOP LINE NOTES:

1. STOP LINE WIDTH SHALL BE 1'-0" UNLESS OTHERWISE CALLED FOR ON THE PLANS.
2. UNLESS OTHERWISE CALLED FOR ON THE PLANS, STOP LINES SHALL BE INSTALLED PARALLEL TO THE NEAREST MARKED CROSSWALK OR, IF NO CROSSWALK IS MARKED, PARALLEL TO THE EDGE OF THE NEAREST INTERSECTING TRAVELED WAY.

CROSSWALK DETAIL



SEE CROSSWALK NOTE 5

SEE CROSSWALK NOTE 4 (TYP. SHOWN)



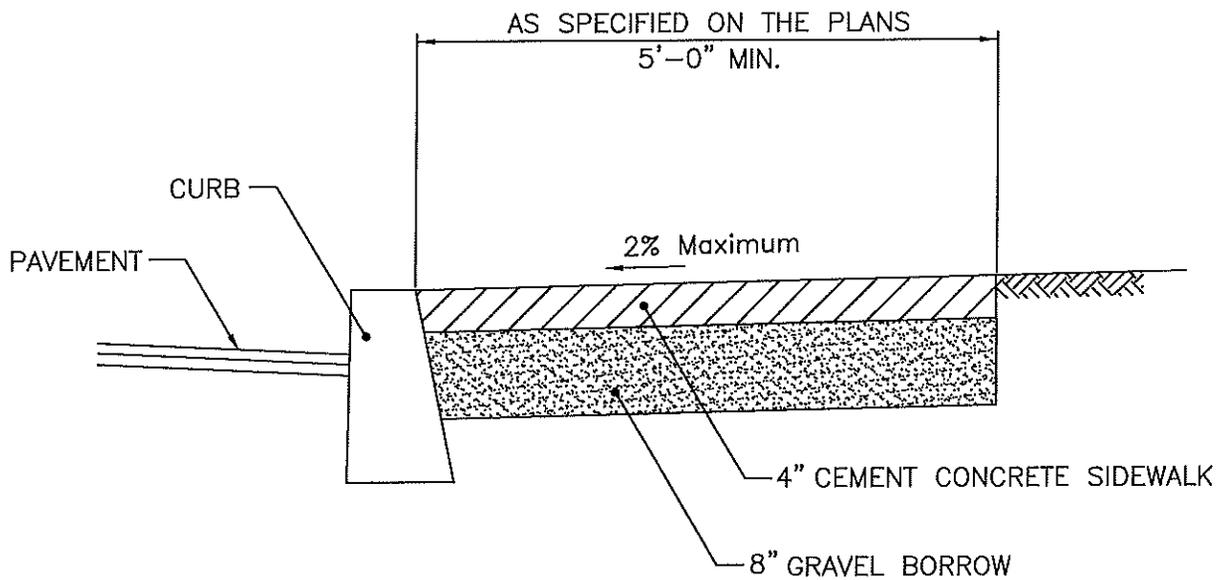
FEBRUARY 27, 2018
ISSUE DATE

PAVEMENT MARKINGS - CROSSWALKS AND STOP LINES

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

ADMINISTRATOR OF PROJECT MANAGEMENT
TRANSPORTATION
CHIEF ENGINEER OF INFRASTRUCTURE

NO.	BY	DATE



NOTES

1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE R.I. STANDARD SPECIFICATIONS.
2. FOR CURB SETTING DETAIL REFERENCE STD. 7.6.0.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

REVISIONS		
NO.	BY	DATE
1	MLP	3/1/05
2	MLP	06/01/10

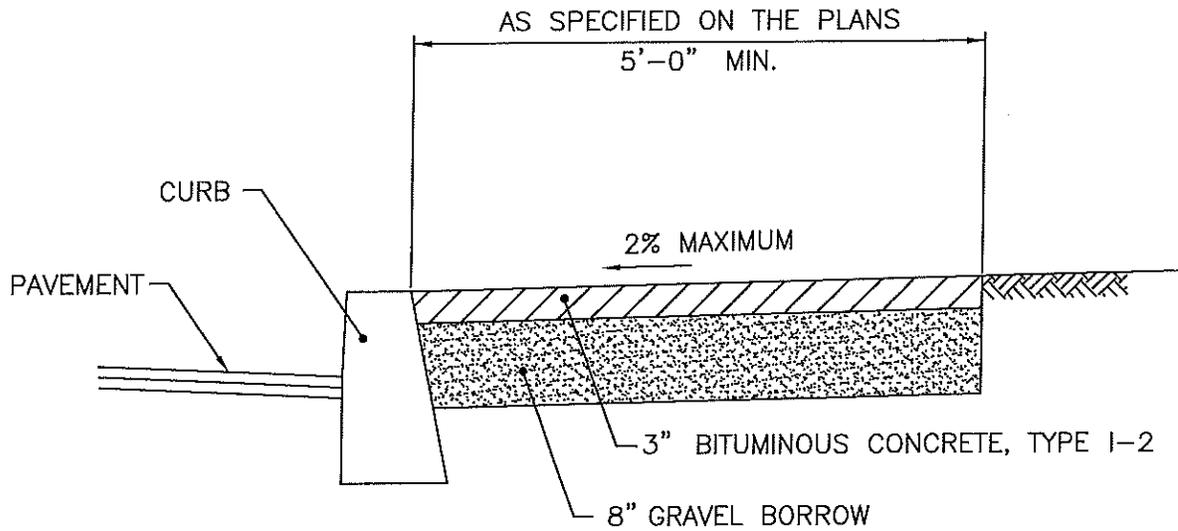
CEMENT CONCRETE SIDEWALK

James R. Casaldi
 CHIEF ENGINEER
 TRANSPORTATION

Edmund J. Parker Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE



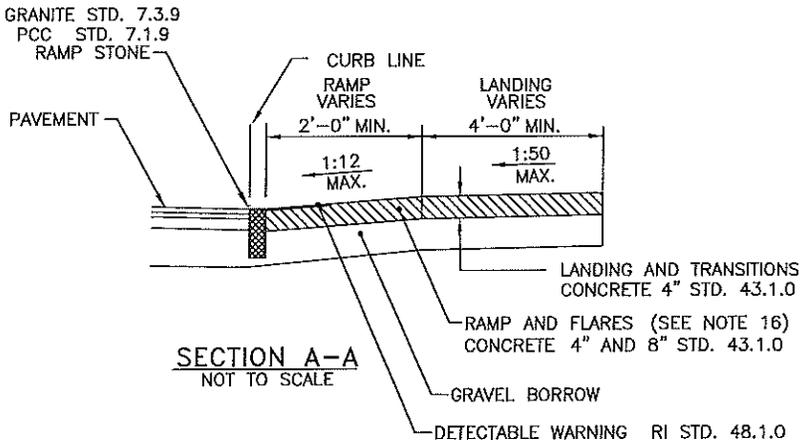
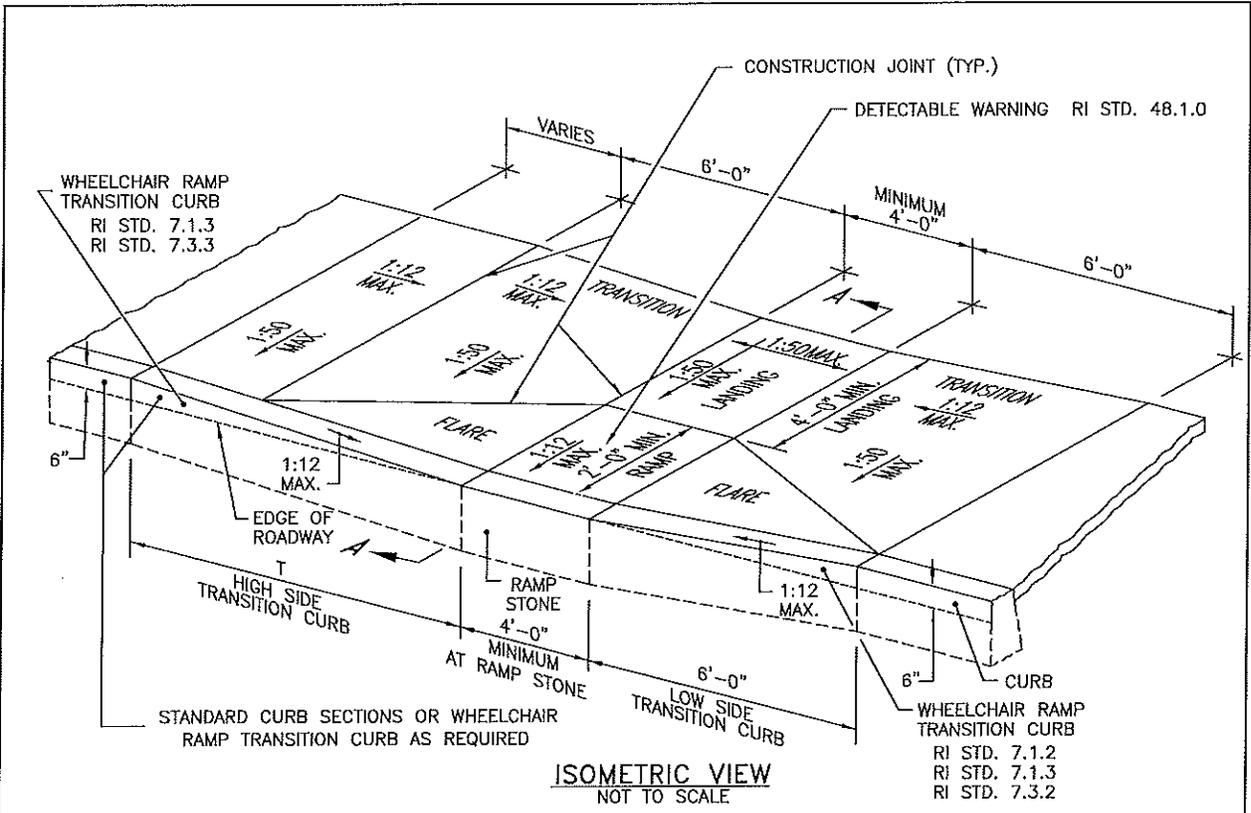


NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE R.I. STANDARD SPECIFICATIONS.
2. FOR CURB SETTING DETAIL REFERENCE STD. 7.6.0.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

REVISIONS			BITUMINOUS CONCRETE SIDEWALK	R.I. STANDARD 43.2.0
NO.	BY	DATE		
1	MLP	3/1/05	 CHIEF ENGINEER TRANSPORTATION	 CHIEF DESIGN ENGINEER TRANSPORTATION
2	MLP	06/01/10		



ROADWAY PROFILE GRADE	T (FT.)
0.00	6.0
0.01	7.0
0.02	8.0
0.03	9.5
0.04	11.5
0.05	15.0

- NOTES:
1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE RI STANDARD SPECIFICATIONS.
 2. WHEN ANY OBSTRUCTION LOCATED IN THE SIDEWALK FALLS WITHIN A CROSSWALK AREA, THE WHEELCHAIR RAMP SHALL BE PLACED SUCH THAT THE OBSTRUCTION FALLS OUTSIDE OF THE RAMP.
 3. AT NO TIME IS ANY PART OF THE WHEELCHAIR RAMP TO BE LOCATED OUTSIDE OF THE CROSSWALK, AND IT IS TO BE CENTERED WHENEVER POSSIBLE.
 4. DRAINAGE FACILITIES ARE TO BE LOCATED UP-GRADE OF ALL WHEELCHAIR RAMPS.
 5. LOCATION OF WHEELCHAIR RAMPS IS AS SHOWN ON CONTRACT DRAWINGS.
 6. IN NO INSTANCE SHALL THE SIDEWALK CROSS SLOPE EXCEED 1:50 EXCEPT WITHIN THE RAMP AREA.
 7. AN UNOBSTRUCTED PATH OF TRAVEL WITH A MINIMUM WIDTH OF 4'-0" SHALL BE MAINTAINED.
 8. THE WHEELCHAIR RAMP SLOPE AND SIDE SLOPES (TRANSITIONS), MUST NOT BE STEEPER THAN 1:12. HOWEVER, THESE SLOPES MAY BE FLATTER THAN 1:12 WHEN WARRANTED BY SURROUNDING CONDITIONS.
 9. WHERE THE ROAD PROFILE EXCEEDS 5% THE HIGH SIDE TRANSITION LENGTH (T) SHALL BE EIGHTEEN FEET (18'-0").
 10. IN NO CASE, WHERE A STOP LINE IS WARRANTED, SHALL A RAMP BE PLACED BEHIND THE STOP LINE.
 11. THE ENTRANCE OF THE WHEELCHAIR RAMP SHALL BE FLUSH WITH THE ROADWAY.
 12. THE WHEELCHAIR RAMP SHALL BE CENTERED RADIALLY, OPPOSITE THE RADIUS POINT WHEN POSSIBLE.
 13. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR FILLER PIECES TO BE 3'-0" (GREATER LENGTHS PREFERRED).
 14. ALL REQUIRED CUTTING OF CURB PIECES TO BE PAID FOR UNDER COST OF CURB.
 15. DETECTABLE WARNINGS TO BE PAID FOR UNDER SECTION 942 OF THE RI STANDARD SPECIFICATIONS
 16. 8" CONCRETE DEPTH FOR RADIUS WHEELCHAIR RAMPS ONLY. USE 4" DEPTH FOR TANGENT (MID-BLOCK) LOCATIONS.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

WHEELCHAIR RAMP

REVISIONS		
NO.	BY	DATE
1	MLP	Oct 2005
2	MLP	Jun 2008
3	MLP	Sep 2012

James P. Casella
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Berke
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE



STANDARD CURB SECTIONS
OR WHEELCHAIR RAMP
TRANSITION CURB AS REQUIRED
CURB

TRANSITION LENGTH
T

TYPICAL CROSSWALK
APPLICATION ACROSS
SIDE STREET (EXACT
LOCATION TO BE
SHOWN ON PLANS)

43.1.0 or 43.2.0
SIDEWALK

A

43.1.0 RAMP

1:50
MAX.

1:12
MAX.

4'-0"
MIN.

1:50
MAX.

LANDING

1:50
MAX.

A

STATE HIGHWAY LINE

DIRECTION OF PEDESTRIAN TRAVEL

CURB OR TRANSITIONS
AS REQUIRED
FOR EARTH SUPPORT

AS REQUIRED
6'-0"

ROADWAY ROADWAY GRADE	T
0.00	6.0
0.01	7.0
0.02	8.0
0.03	9.5
0.04	11.5
0.05	15.0

PLAN

NORMAL SIDEWALK
GRADE

RAMP
VARIES
6'-0" MINIMUM

LANDING
VARIES

STD. 43.1.0 or 43.2.0

GRAVEL BORROW

1:12 MAX.

1:50 MAX.

SIDE STREET
CROSS-SLOPE

8"

SECTION A-A

CONCRETE SIDEWALK AND LANDING

NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE R.I. STANDARD SPECIFICATIONS.
2. THIS DETAIL IS TO BE USED ONLY WHEN STATE RIGHT-OF-WAY IS LIMITED TO BACK OF SIDEWALK, AND SIDEWALK IS NARROW WITH NO PEDESTRIAN TRAFFIC FROM SIDE STREET.
3. WHEN ANY OBSTRUCTION LOCATED IN THE SIDEWALK FALLS WITHIN A CROSSWALK AREA, IF POSSIBLE, THE OBSTRUCTION SHALL BE PLACED SUCH THAT IT FALLS OUTSIDE OF THE RAMP.
4. AT NO TIME IS ANY PART OF THE WHEELCHAIR RAMP TO BE LOCATED OUTSIDE OF THE CROSSWALK, AND IT IS TO BE CENTERED WHENEVER POSSIBLE.
5. DRAINAGE FACILITIES ARE TO BE LOCATED UP-GRADE OF ALL WHEELCHAIR RAMPS.
6. LOCATION OF WHEELCHAIR RAMPS IS AS SHOWN ON CONTRACT DRAWINGS.
7. ALL REQUIRED CUTTING OF CURB PIECES TO BE PAID FOR UNDER COST OF CURB.
8. WHERE THE ROAD PROFILE EXCEEDS 5% THE TRANSITION LENGTH (T) SHALL BE EIGHTEEN FEET (18'-0").
9. THE ENTRANCE OF THE WHEELCHAIR RAMP SHALL BE FLUSH WITH THE ROADWAY.
10. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR FILLER PIECES TO BE 3'-0" (GREATER LENGTHS PREFERRED).
11. AN UNOBSTRUCTED PATH OF TRAVEL WITH A MINIMUM WIDTH OF 4'-0" SHALL BE MAINTAINED.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

WHEELCHAIR RAMP
FOR LIMITED RIGHT-OF-WAY AREAS

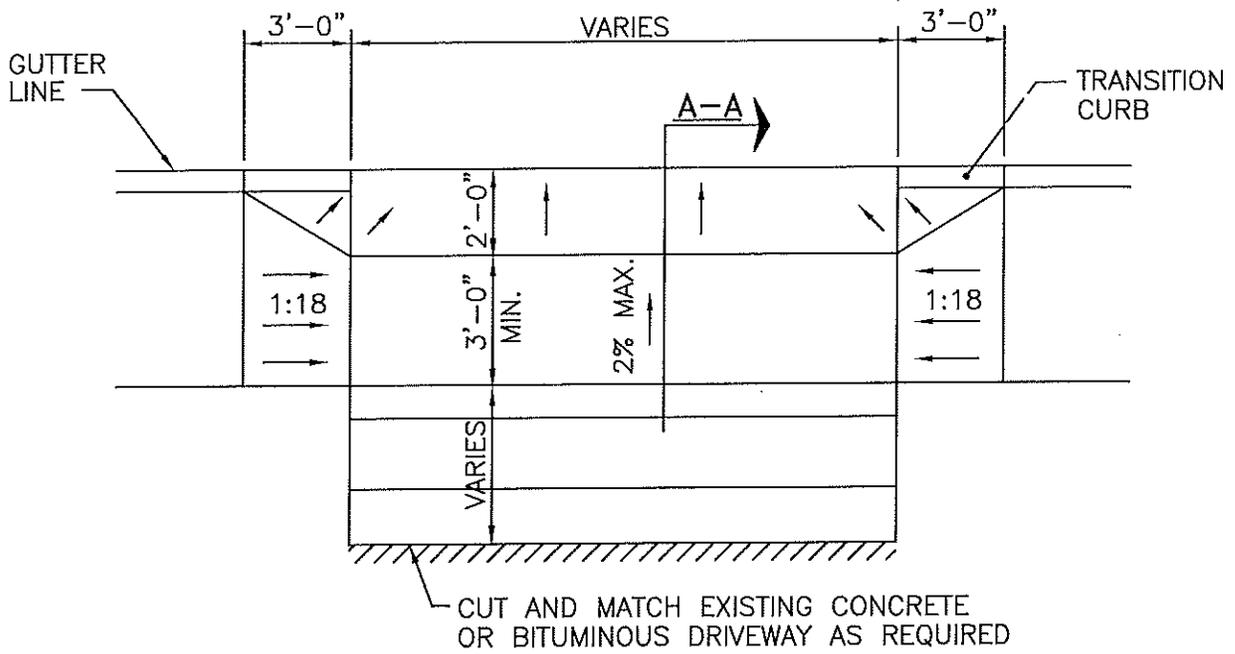
REVISIONS		
NO.	BY	DATE
1	MLP	Dec 2005
2	MLP	Sep 2012

James H. Capaldi
CHIEF ENGINEER
TRANSPORTATION

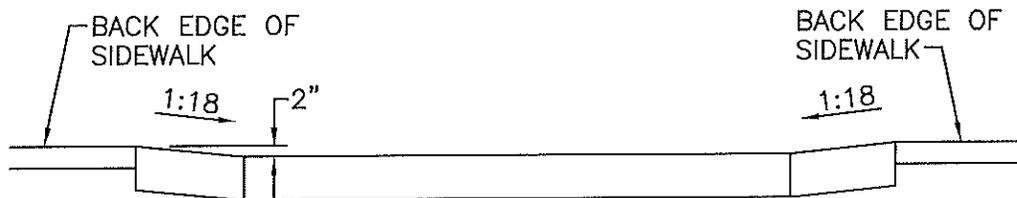
Edmund D. Perkins Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE

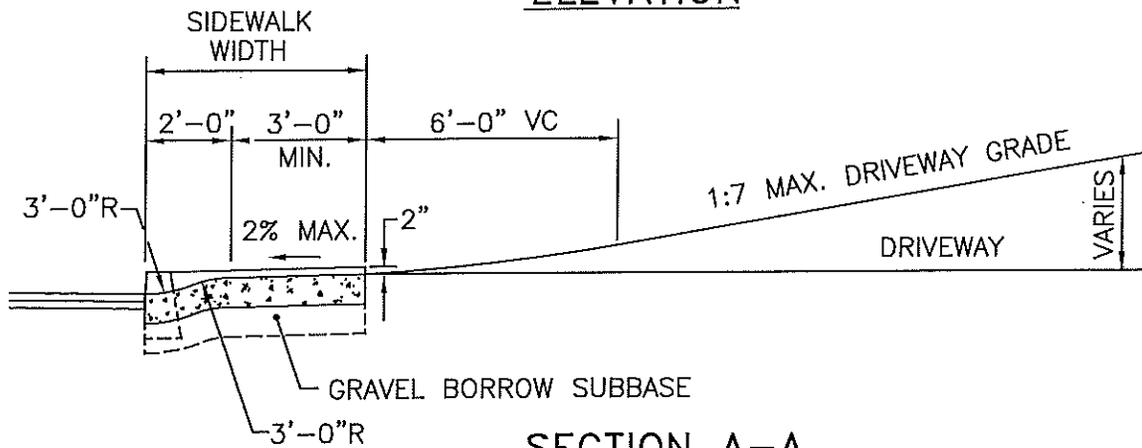




PLAN



ELEVATION



SECTION A-A

NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE R.I. STANDARD SPECIFICATIONS.
2. WHEN DRIVEWAY IS BELOW BACK EDGE OF SIDEWALK PROFILE, STD. 43.4.1 MUST BE USED.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

**DRIVEWAY DEVELOPMENT FOR
3'-0" TRANSITION CURB**

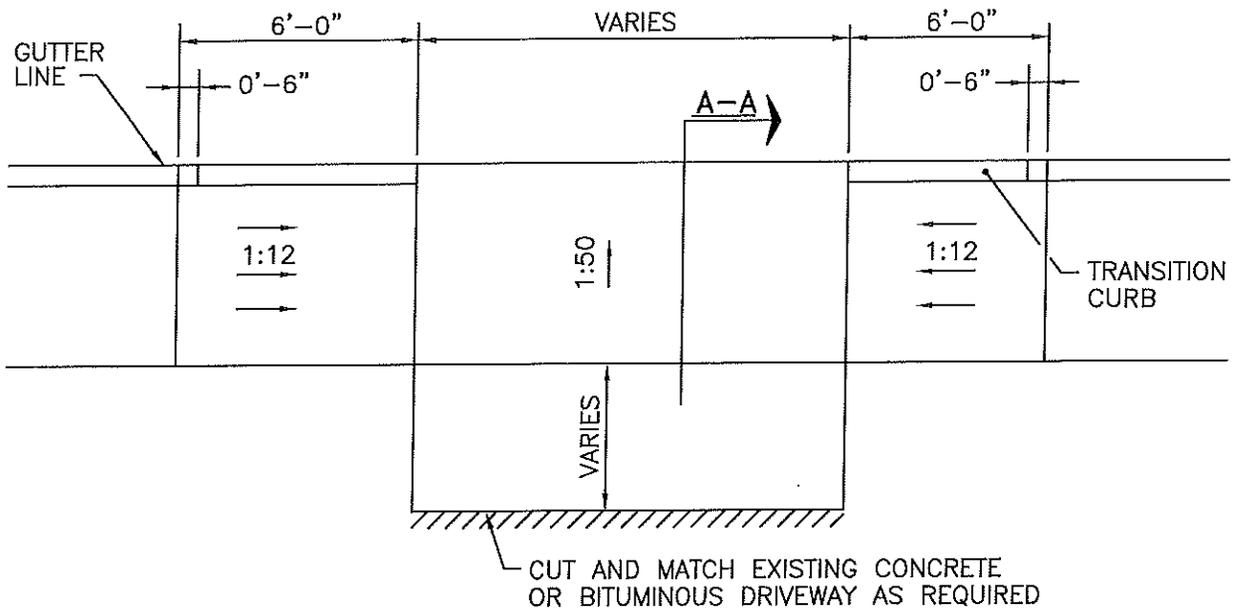
REVISIONS		
NO.	BY	DATE
1	MLP	3/01/05
2	MLP	6/27/08
3	MLP	6/01/10

James H. Capaldi
CHIEF ENGINEER
TRANSPORTATION

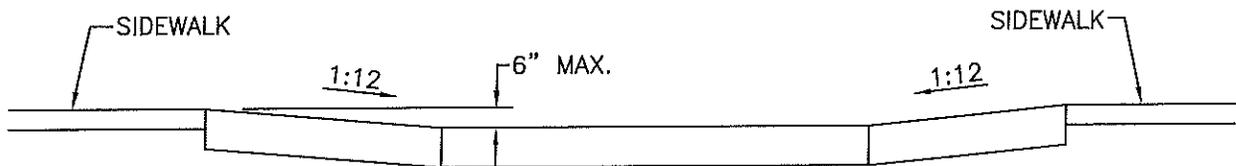
Edmund Penbergh
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE

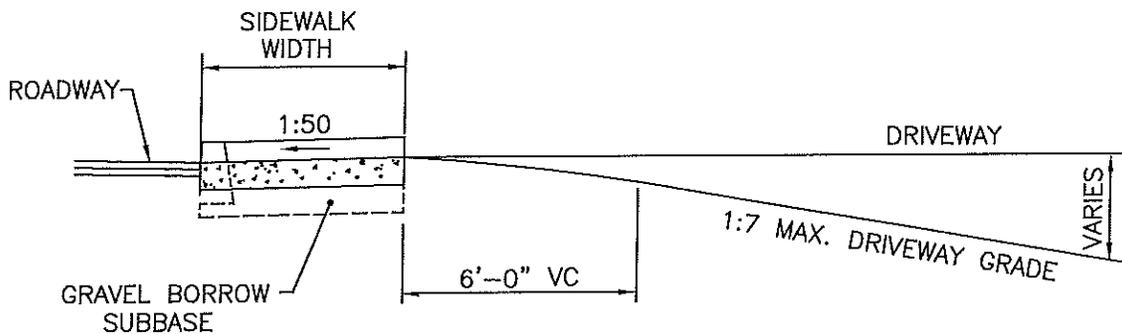




PLAN



ELEVATION



SECTION A-A

NOTE:
SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE R.I. STANDARD SPECIFICATIONS.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

DRIVEWAY DEVELOPMENT FOR
6'-0" TRANSITION CURB

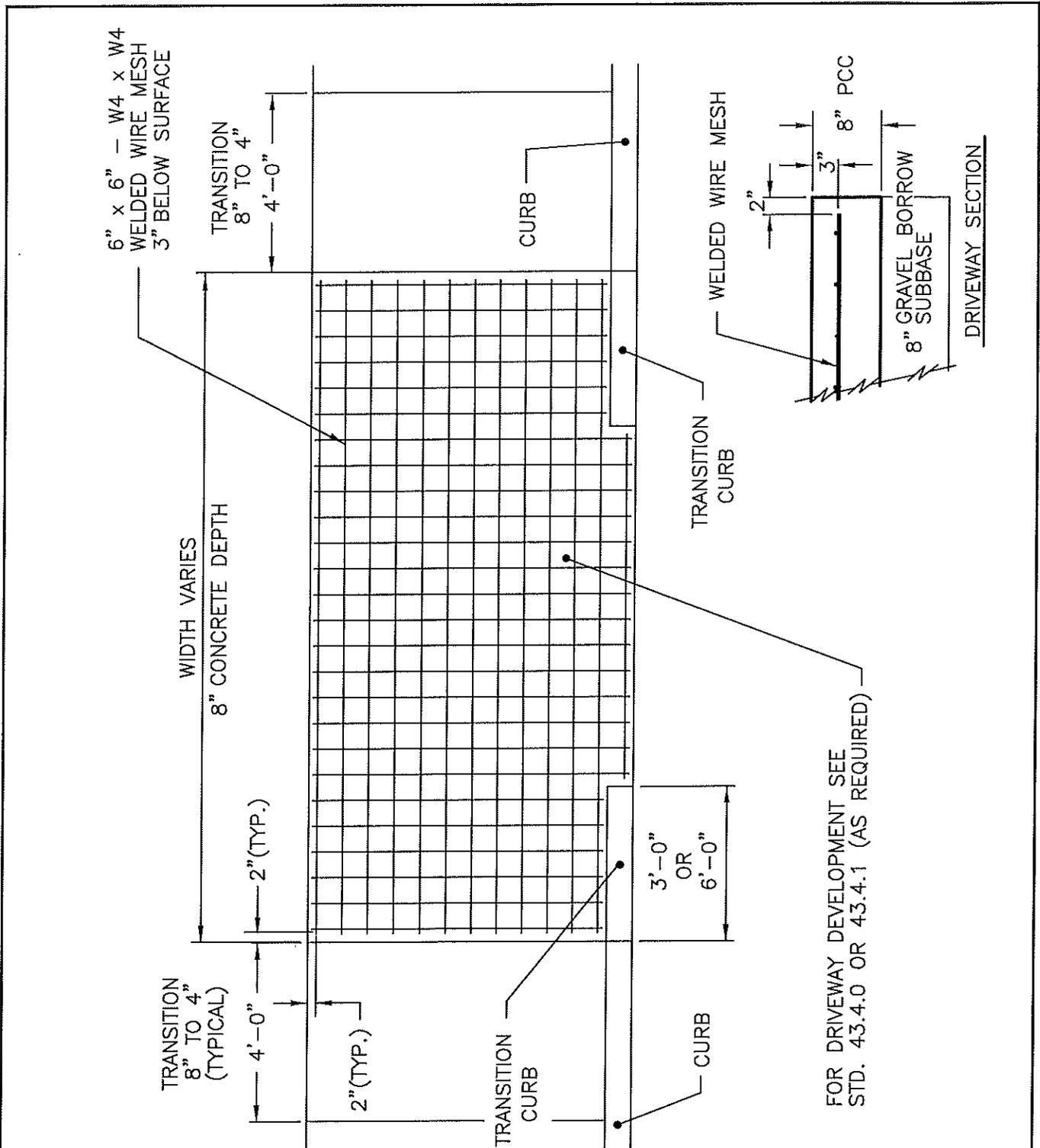
REVISIONS		
NO.	BY	DATE
1	MLP	3/1/05
2	MLP	6/27/08

James A. Capaldi
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE





NOTE:
SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE R.I. STANDARD SPECIFICATIONS.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

CEMENT CONCRETE DRIVEWAYS

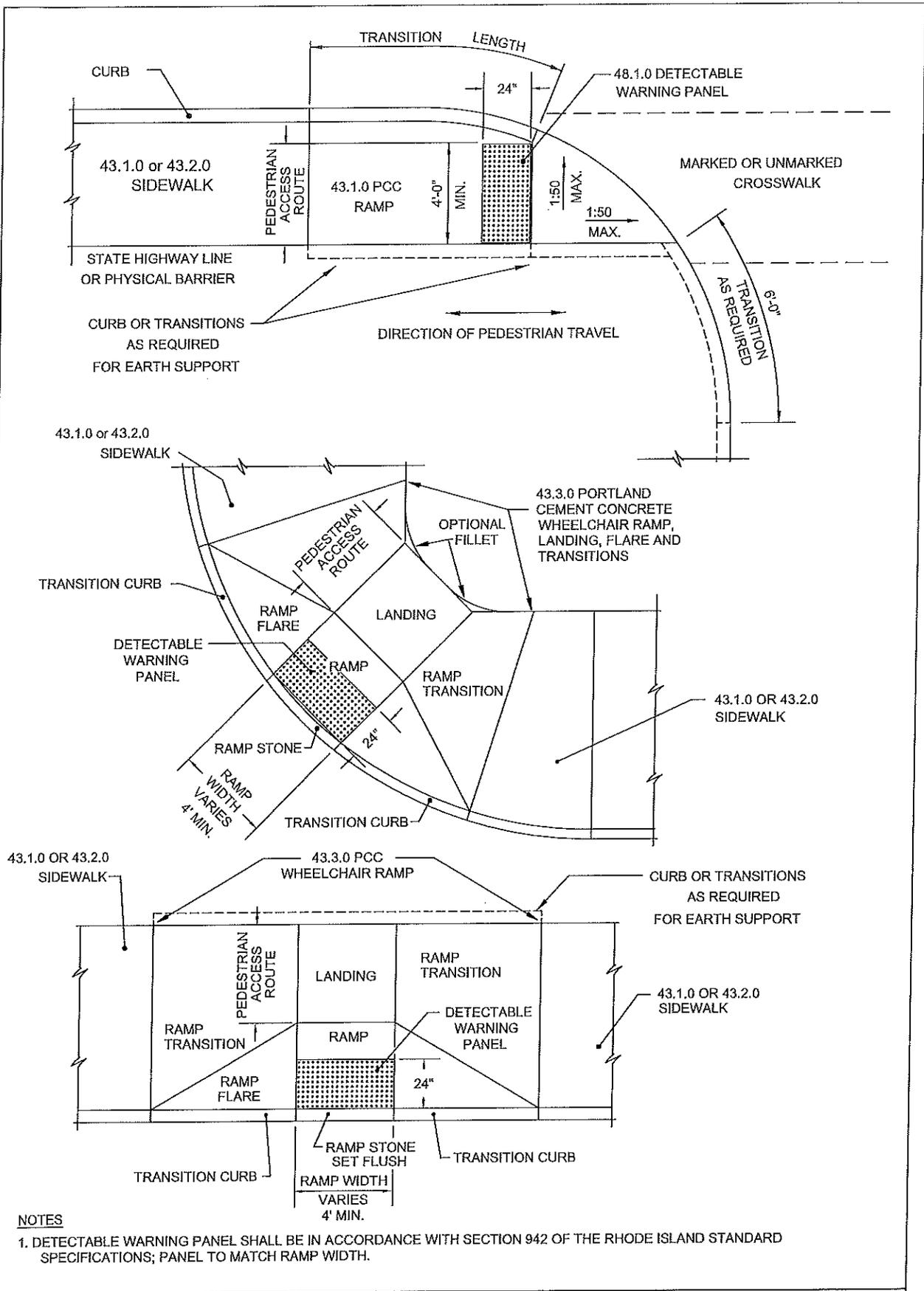
REVISIONS		
NO.	BY	DATE
1	MLP	1/10/05
2	MLP	7/21/06
3	MLP	6/01/10

James H. Capaldi
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Perkins Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE





RHODE ISLAND DEPARTMENT OF TRANSPORTATION

DETECTABLE WARNING PANEL PLACEMENT

REVISIONS		
NO.	BY	DATE
1	MLP	Mar 2005
2	MLP	Sep 2012

James H. Capobianco
 CHIEF ENGINEER
 TRANSPORTATION

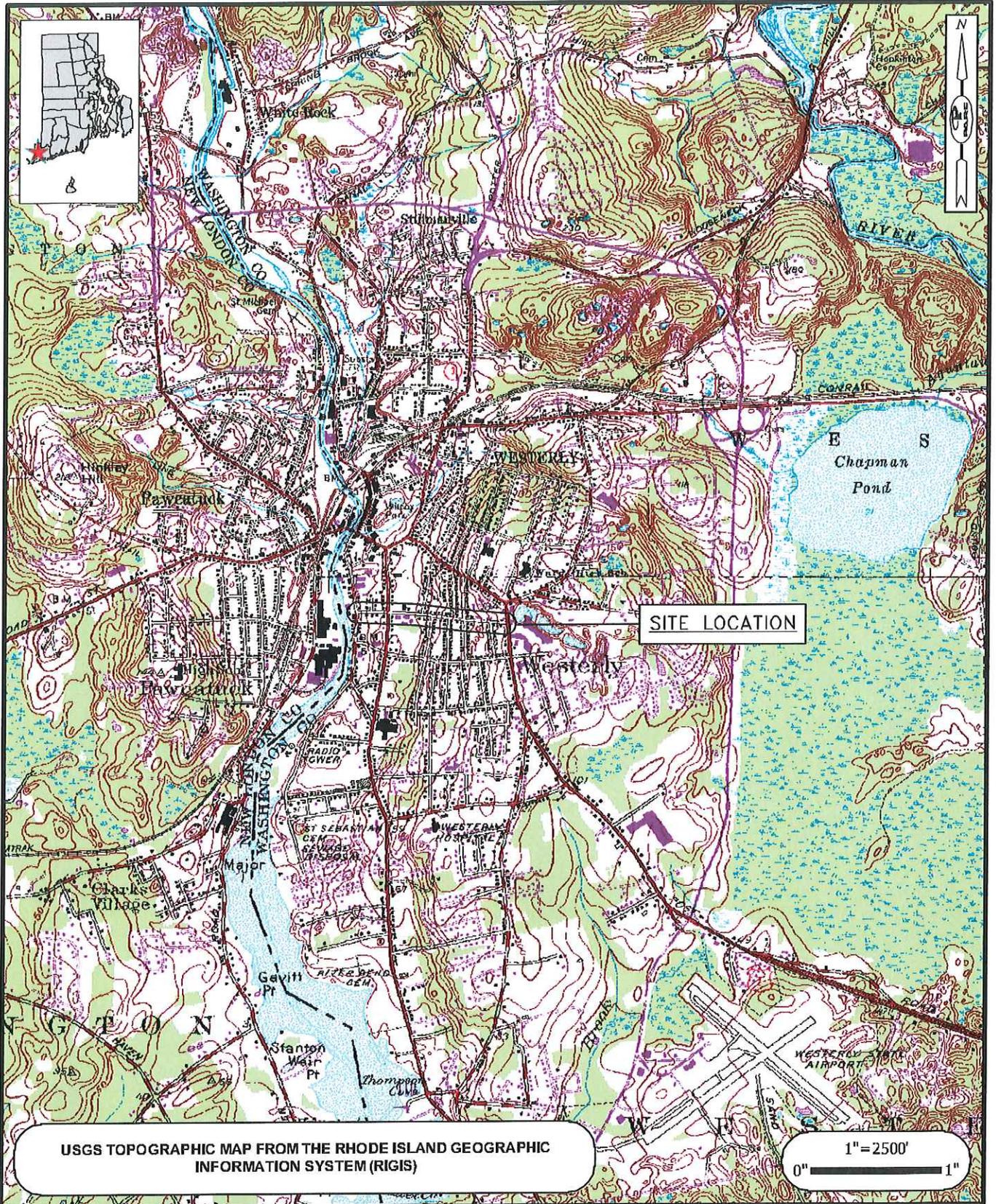
Edward J. Osterberg
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE



APPENDIX D

PAVEMENT CORE DATA



USGS TOPOGRAPHIC MAP FROM THE RHODE ISLAND GEOGRAPHIC INFORMATION SYSTEM (RIGIS)

1" = 2500'
0" ————— 1"

SCHOOL STREET RECONSTRUCTION

WESTERLY, RHODE ISLAND

LOCUS PLAN

CLIENT: TOWN OF WERTERLY

AUGUST 2019

FIGURE 1





USGS AERIAL ORTHO PHOTO FROM THE RHODE ISLAND GEOGRAPHIC INFORMATION SYSTEM (RIGIS)

1" = 1500'
0" ————— 1"

SCHOOL STREET RECONSTRUCTION

WESTERLY, RHODE ISLAND

CLIENT: TOWN OF WERTERLY

AERIAL PLAN

AUGUST 2019

FIGURE 2



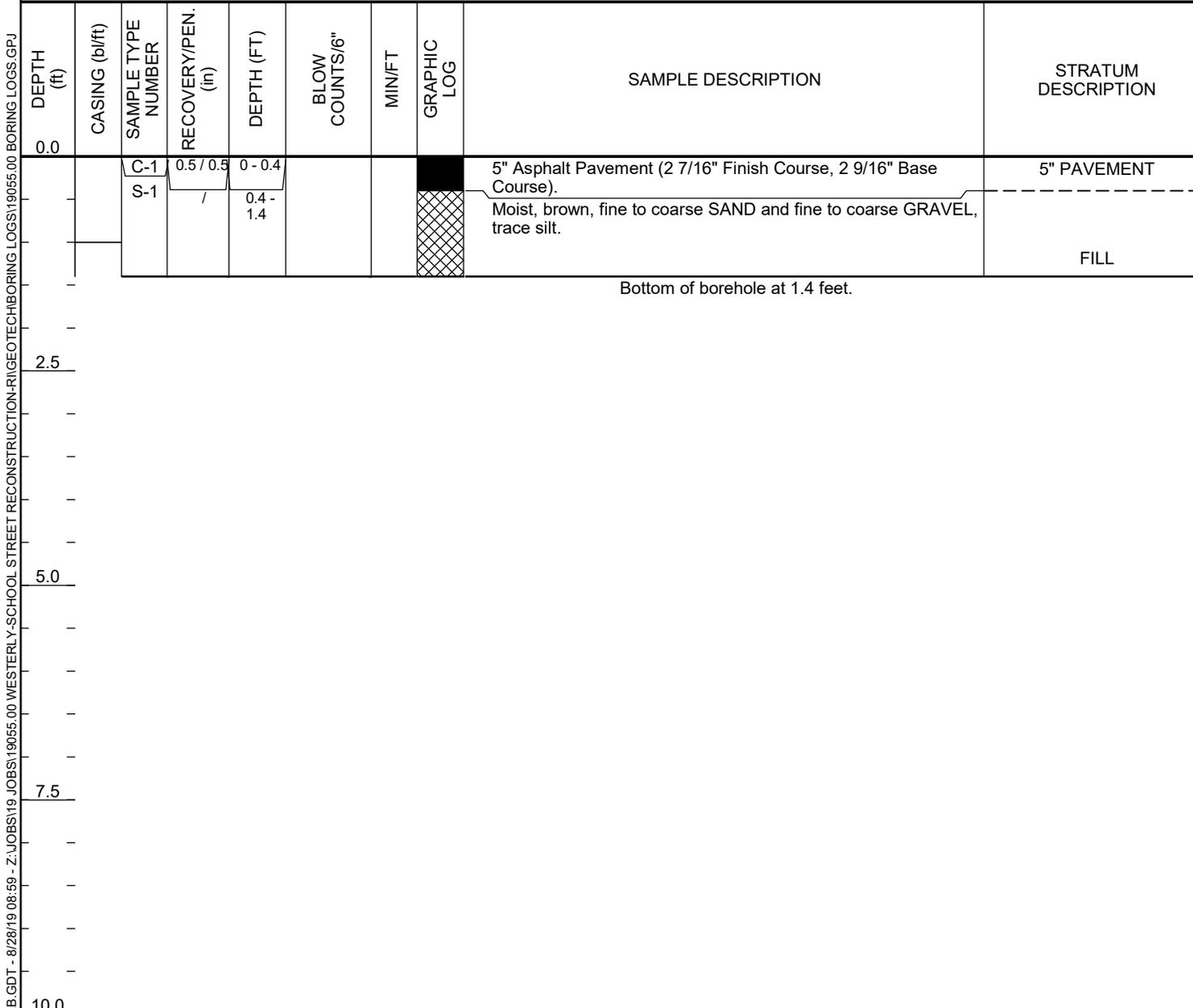


Pare Corporation
 10 Lincoln Road, Suite 210
 Foxboro, MA 02035
 T: 508-543-1755
 F: 508-543-1881

BORING NUMBER C19-01

PAGE 1 OF 1

CLIENT Town of Westerly PROJECT NAME School Street Reconstruction
 PROJECT NUMBER 19055.00 PROJECT LOCATION Westerly, RI
 DATE STARTED 8/16/19 COMPLETED 8/16/19 GROUND ELEVATION _____ HOLE SIZE 6 in.
 DRILLING CONTRACTOR Thielsch Engineering, Inc. GROUND WATER LEVELS:
 DRILLING METHOD Hand Auger AT TIME OF DRILLING --- Not Encountered
 LOGGED BY MLP CHECKED BY RKM AT END OF DRILLING --- Not Encountered
 BORING LOCATION 237448.2750°N, 105810.5300°E



GRANULAR SOILS		COHESIVE SOILS		REMARKS:	BURMISTER CLASSIFICATION	
BLOWS/FT	DENSITY	BLOWS/FT	DENSITY			
0 - 4	V. LOOSE	<2	V. SOFT		TRACE	0 - 10%
4 - 10	LOOSE	2 - 4	SOFT		LITTLE	10 - 20%
10 - 30	M. DENSE	4 - 8	M. STIFF		SOME	20 - 35%
30 - 50	DENSE	8 - 15	STIFF		AND	35 - 50%
>50	V. DENSE	15 - 30	V. STIFF		PERCENT BY WEIGHT	
		>30	HARD			

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES, TRANSITIONS MAY BE GRADUAL.
 2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.

PARE BORING LOG - GINT STD US LAB GDT - 8/28/19 08:59 - Z:\JOBS\19 - WESTERLY-SCHOOL STREET RECONSTRUCTION-RI\GEO\TECHBORING LOGS\19055.00 BORING LOGS.GPJ



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BORING NUMBER C19-02

PAGE 1 OF 1

CLIENT Town of Westerly PROJECT NAME School Street Reconstruction
 PROJECT NUMBER 19055.00 PROJECT LOCATION Westerly, RI
 DATE STARTED 8/16/19 COMPLETED 8/16/19 GROUND ELEVATION _____ HOLE SIZE 6 in.
 DRILLING CONTRACTOR Thielsch Engineering, Inc. GROUND WATER LEVELS:
 DRILLING METHOD Hand Auger AT TIME OF DRILLING --- Not Encountered
 LOGGED BY MLP CHECKED BY RKM AT END OF DRILLING --- Not Encountered
 BORING LOCATION 237933.7910°N, 105823.9480°E

PARE BORING LOG - GINT STD US LAB GDT - 8/28/19 08:59 - Z:\JOBS\19 - WESTERLY-SCHOOL STREET RECONSTRUCTION-RI\GEO\TECHBORING LOGS\19055.00 BORING LOGS.GPJ

DEPTH (ft)	CASING (bl/ft)	SAMPLE TYPE NUMBER	RECOVERY/PEN. (in)	DEPTH (FT)	BLOW COUNTS/6"	MIN/FT	GRAPHIC LOG	SAMPLE DESCRIPTION	STRATUM DESCRIPTION
0.0									
		C-1	3.5 / 3.5	0 - 0.3				3 1/2" Pavement (1 1/2" Finish Course, 2" Base Course).	3 1/2" PAVEMENT
		S-1	/	0.3 - 1.4				Moist, brown, fine to coarse GRAVEL, some fine to medium sand, trace coarse sand, trace silt.	FILL
Bottom of borehole at 1.4 feet.									
2.5									
5.0									
7.5									
10.0									

GRANULAR SOILS		COHESIVE SOILS		REMARKS:	BURMISTER CLASSIFICATION	
BLOWS/FT	DENSITY	BLOWS/FT	DENSITY			
0 - 4	V. LOOSE	<2	V. SOFT		TRACE	0 - 10%
4 - 10	LOOSE	2 - 4	SOFT		LITTLE	10 - 20%
10 - 30	M. DENSE	4 - 8	M. STIFF		SOME	20 - 35%
30 - 50	DENSE	8 - 15	STIFF		AND	35 - 50%
>50	V. DENSE	15 - 30	V. STIFF			
		>30	HARD			PERCENT BY WEIGHT

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES, TRANSITIONS MAY BE GRADUAL.
 2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.

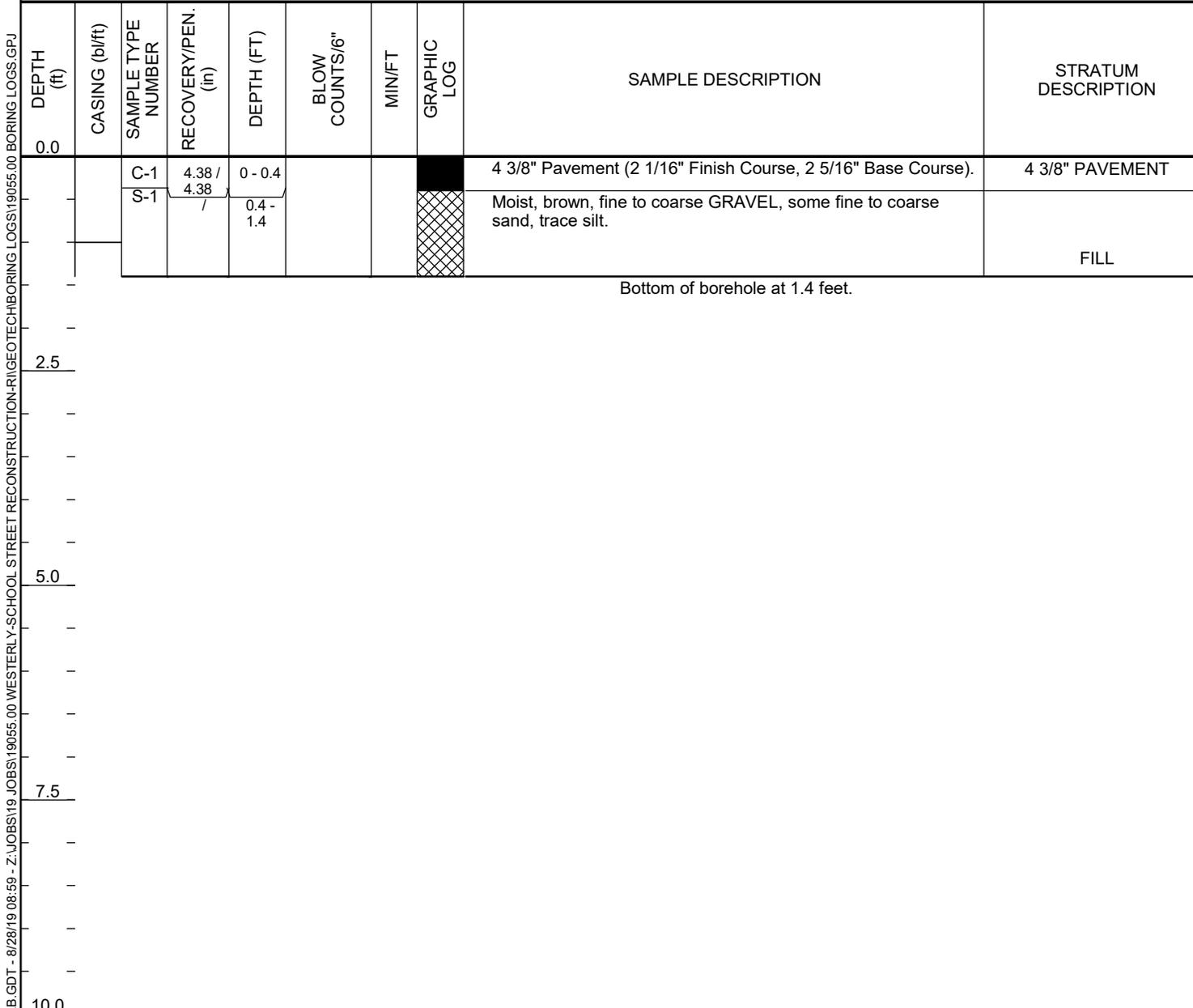


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BORING NUMBER C19-03

PAGE 1 OF 1

CLIENT Town of Westerly PROJECT NAME School Street Reconstruction
 PROJECT NUMBER 19055.00 PROJECT LOCATION Westerly, RI
 DATE STARTED 8/16/19 COMPLETED 8/16/19 GROUND ELEVATION _____ HOLE SIZE 6 in.
 DRILLING CONTRACTOR Thielsch Engineering, Inc. GROUND WATER LEVELS:
 DRILLING METHOD Hand Auger AT TIME OF DRILLING --- Not Encountered
 LOGGED BY MLP CHECKED BY RKM AT END OF DRILLING --- Not Encountered
 BORING LOCATION 238444.4100°N, 105785.0420°E



GRANULAR SOILS		COHESIVE SOILS		REMARKS:	BURMISTER CLASSIFICATION	
BLOWS/FT	DENSITY	BLOWS/FT	DENSITY			
0 - 4	V. LOOSE	<2	V. SOFT		TRACE	0 - 10%
4 - 10	LOOSE	2 - 4	SOFT		LITTLE	10 - 20%
10 - 30	M. DENSE	4 - 8	M. STIFF		SOME	20 - 35%
30 - 50	DENSE	8 - 15	STIFF		AND	35 - 50%
>50	V. DENSE	15 - 30	V. STIFF		PERCENT BY WEIGHT	
		>30	HARD			

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES, TRANSITIONS MAY BE GRADUAL.
 2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.

PARE BORING LOG - GINT STD US LAB.GDT - 8/28/19 08:59 - Z:\JOBS\19 - WESTERLY-SCHOOL STREET RECONSTRUCTION-RI\GEO\TECHBORING LOGS\19055.00 BORING LOGS.GPJ



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BORING NUMBER C19-04

PAGE 1 OF 1

CLIENT Town of Westerly PROJECT NAME School Street Reconstruction
 PROJECT NUMBER 19055.00 PROJECT LOCATION Westerly, RI
 DATE STARTED 8/16/19 COMPLETED 8/16/19 GROUND ELEVATION _____ HOLE SIZE 6 in.
 DRILLING CONTRACTOR Thielsch Engineering, Inc. GROUND WATER LEVELS:
 DRILLING METHOD Hand Auger AT TIME OF DRILLING --- Not Encountered
 LOGGED BY MLP CHECKED BY RKM AT END OF DRILLING --- Not Encountered
 BORING LOCATION 239041.8260°N, 105710.2770°E

PARE BORING LOG - GINT STD US LAB.GDT - 8/28/19 08:59 - Z:\JOBS\19 JOBS\19055.00 WESTERLY-SCHOOL STREET RECONSTRUCTION-RI\GEO\TECHBORING LOGS\19055.00 BORING LOGS.GPJ

DEPTH (ft)	CASING (bl/ft)	SAMPLE TYPE NUMBER	RECOVERY/PEN. (in)	DEPTH (FT)	BLOW COUNTS/6"	MIN/FT	GRAPHIC LOG	SAMPLE DESCRIPTION	STRATUM DESCRIPTION
0.0									
		C-1	5.19 / 5.19	0 - 0.4				5 3/16" Pavement (1 1/2" Finish Course, 1 1/2" Intermediate Course, 2 3/16" Base Course).	5 3/16" PAVEMENT
								Bottom of borehole at 0.4 feet.	
2.5									
5.0									
7.5									
10.0									

GRANULAR SOILS		COHESIVE SOILS		REMARKS:	BURMISTER CLASSIFICATION	
BLOWS/FT	DENSITY	BLOWS/FT	DENSITY			
0 - 4	V. LOOSE	<2	V. SOFT		TRACE	0 - 10%
4 - 10	LOOSE	2 - 4	SOFT		LITTLE	10 - 20%
10 - 30	M. DENSE	4 - 8	M. STIFF		SOME	20 - 35%
30 - 50	DENSE	8 - 15	STIFF		AND	35 - 50%
>50	V. DENSE	15 - 30	V. STIFF			
		>30	HARD			PERCENT BY WEIGHT

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES, TRANSITIONS MAY BE GRADUAL.
 2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.



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BORING NUMBER C19-05

PAGE 1 OF 1

CLIENT Town of Westerly PROJECT NAME School Street Reconstruction
 PROJECT NUMBER 19055.00 PROJECT LOCATION Westerly, RI
 DATE STARTED 8/16/19 COMPLETED 8/16/19 GROUND ELEVATION _____ HOLE SIZE 6 in.
 DRILLING CONTRACTOR Thielsch Engineering, Inc. GROUND WATER LEVELS:
 DRILLING METHOD Hand Auger AT TIME OF DRILLING ---
 LOGGED BY MLP CHECKED BY RKM AT END OF DRILLING ---
 BORING LOCATION 239537.6880°N, 105660.0680°E

PARE BORING LOG - GINT STD US LAB.GDT - 8/28/19 08:59 - Z:\JOBS\19 - WESTERLY-SCHOOL STREET RECONSTRUCTION-RI\GEO\TECHBORING LOGS\19055.00 BORING LOGS.GPJ

DEPTH (ft)	CASING (bl/ft)	SAMPLE TYPE NUMBER	RECOVERY/PEN. (in)	DEPTH (FT)	BLOW COUNTS/6"	MIN/FT	GRAPHIC LOG	SAMPLE DESCRIPTION	STRATUM DESCRIPTION
0.0									
		C-1 S-1	5.25 / 5.25 /	0 - 0.4 0.4 - 1.4				5 1/4" Asphalt Pavement (1" Finish Course, 1 5/8" Intermediate Course, 2 5/8" Base Course). Moist, brown, fine to coarse GRAVEL, some fine to coarse sand, trace silt.	5 1/4" PAVEMENT FILL
								Bottom of borehole at 1.4 feet.	
2.5									
5.0									
7.5									
10.0									

GRANULAR SOILS		COHESIVE SOILS		REMARKS:	BURMISTER CLASSIFICATION	
BLOWS/FT	DENSITY	BLOWS/FT	DENSITY			
0 - 4	V. LOOSE	<2	V. SOFT		TRACE	0 - 10%
4 - 10	LOOSE	2 - 4	SOFT		LITTLE	10 - 20%
10 - 30	M. DENSE	4 - 8	M. STIFF		SOME	20 - 35%
30 - 50	DENSE	8 - 15	STIFF		AND	35 - 50%
>50	V. DENSE	15 - 30	V. STIFF			
		>30	HARD			PERCENT BY WEIGHT

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES, TRANSITIONS MAY BE GRADUAL.
 2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.



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BORING NUMBER C19-06

PAGE 1 OF 1

CLIENT Town of Westerly PROJECT NAME School Street Reconstruction
 PROJECT NUMBER 19055.00 PROJECT LOCATION Westerly, RI
 DATE STARTED 8/16/19 COMPLETED 8/16/19 GROUND ELEVATION _____ HOLE SIZE 6 in.
 DRILLING CONTRACTOR Thielsch Engineering, Inc. GROUND WATER LEVELS:
 DRILLING METHOD Hand Auger AT TIME OF DRILLING --- Not Encountered
 LOGGED BY MLP CHECKED BY RKM AT END OF DRILLING --- Not Encountered
 BORING LOCATION 239969.001°N, 105625.986°E

PARE BORING LOG - GINT STD US LAB.GDT - 8/28/19 08:59 - Z:\JOBS\19 JOBS\19055.00 WESTERLY-SCHOOL STREET RECONSTRUCTION-RI\GEO\TECHBORING LOGS\19055.00 BORING LOGS.GPJ

DEPTH (ft)	CASING (bl/ft)	SAMPLE TYPE NUMBER	RECOVERY/PEN. (in)	DEPTH (FT)	BLOW COUNTS/6"	MIN/FT	GRAPHIC LOG	SAMPLE DESCRIPTION	STRATUM DESCRIPTION
0.0									
		C-1	5.81 / 5.81	0 - 0.5				5 13/16" Pavement (1 1/4" Finish Course, 1 3/4" Intermediate Course, 2 13/16" Base Course).	5 13/16" PAVEMENT
								Bottom of borehole at 0.5 feet.	
2.5									
5.0									
7.5									
10.0									

GRANULAR SOILS		COHESIVE SOILS		REMARKS:	BURMISTER CLASSIFICATION	
BLOWS/FT	DENSITY	BLOWS/FT	DENSITY			
0 - 4	V. LOOSE	<2	V. SOFT		TRACE	0 - 10%
4 - 10	LOOSE	2 - 4	SOFT		LITTLE	10 - 20%
10 - 30	M. DENSE	4 - 8	M. STIFF		SOME	20 - 35%
30 - 50	DENSE	8 - 15	STIFF		AND	35 - 50%
>50	V. DENSE	15 - 30	V. STIFF			
		>30	HARD			PERCENT BY WEIGHT

NOTES: 1) THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY BETWEEN SOIL TYPES, TRANSITIONS MAY BE GRADUAL.
 2) WATER LEVEL READINGS HAVE BEEN MADE IN THE DRILL HOLES AT TIMES AND UNDER CONDITIONS STATED ON THE BORING LOGS. FLUCTUATIONS IN THE LEVEL OF GROUNDWATER MAY OCCUR DUE TO OTHER FACTORS THAN THOSE PRESENT AT THE TIME MEASUREMENTS WERE MADE.

APPENDIX E
CCTV FOOTAGE

SCHOOL STREET RECONSTRUCTION

Town of Westerly

CCTV Footage

The Town of Westerly has procured CCTV footage for the School Street Reconstruction project from Inland Waters. Footage was captured in July 2019. The reports, images and videos associated with the existing drainage system can be accessed using the link below.

https://aro365154440-my.sharepoint.com/:f/g/personal/mciullo_parecorp_com/EsRiYDIEnDFMipW_xsSzNYcBPgQChth9F45dWib0xQFtBw?e=SoNttv