

**TOWN OF SCITUATE, RHODE ISLAND
INVITATION TO BID**

PROJECT: MODIFIED ASPHALT CHIP SEAL WITH RUBBER POLYMER IN-PLACE

BID NUMBER: SCIT057

Sealed bid proposals to perform the subject project in accordance with the specifications enclosed herewith, and made a part of this invitation will be received in the Office of the Town Clerk addressed to:

**Town of Scituate
Purchasing Agent
195 Danielson Pike
North Scituate, RI 02857**

until **WEDNESDAY, APRIL 3, 2024 at 1:00 pm**. The bid proposals will be opened and read aloud on **Wednesday, April 3, 2024 at 1:15 pm**. Individuals requesting interpreter services for the hearing impaired should call the Town Clerk at 401-647-2822, 72 hours in advance of the bid opening.

Any bid proposal received after said date and time, whether delivered by hand, submitted via United States Postal Service, or submitted via any other delivery service, shall be declared invalid. All bids must be placed in a sealed envelope that is plainly marked **“BID PROPOSAL: “MODIFIED ASPHALT CHIP SEAL WITH RUBBER POLYMER IN-PLACE”**

The bid award and signing of contract conditions are set forth in the enclosed specifications. Additional copies of the Contract and Specifications may be obtained from the Town Clerk at 401-647-2822.

The Purchasing Agent and DPW Director shall submit a list of bid results along with the recommendation of a successful bidder to the Town Council.

THE TOWN OF SCITUATE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR ANY PARTS THEREOF; TO WAIVE INFORMALITIES AND TECHNICALITIES; AND, TO ACCEPT THAT BID WHICH THE TOWN AND DPW DIRECTOR DEEM TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE LOWEST DOLLAR BID.

SCOPE OF WORK AND PROJECT SPECIFICATIONS

1. The Town of Scituate is seeking proposals from qualified and certified vendors for application of **Modified Asphalt Chip Seal with Rubber Polymer In Place** on various roadways identified in the Pavement Management Program (12/2022) in the Town of Scituate, County of Providence, Rhode Island. **Roadways will be determined by the DPW Director.** The work encompassed in this project shall include, but not be limited to, performing all operations, and furnishing all materials, labor, and equipment necessary for the application of Modified Asphalt Chip Seal with Rubber Polymer In Place across existing bituminous pavements within the specified longitudinal and transverse limits, and all items described necessary to complete the work of this Contract to the satisfaction of the Town of Scituate.
2. **Questions regarding this RFP may be directed to Scituate Department of Public Works, Director Kirk Loiselle, at (401) 647-3366.**
3. **PROJECT AND TECHNICAL SPECIFICATIONS FOR MODIFIED ASPHALT CHIP SEAL WITH RUBBER POLYMER IN PLACE**

SECTION 1 - SCOPE OF WORK AND GENERAL REQUIREMENTS

3-1-1 SCOPE OF WORK:

The Contractor shall furnish all experienced labor, materials, supplies, tools, asphalt distributors, stone chip spreader, rubber- tired roller, as required, to furnish and install Modified Asphalt Chip Seal with Rubber Polymer in Place on properly prepared bituminous streets.

3-1-2 TRAFFIC SIGNS AND SIGNALS:

The Contractor shall provide signage at approaches to site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.

Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.

Relocate signage as work progresses to maintain effective traffic control.

3-1-3 WORK PERFORMANCE:

All work specified must be executed in the most thorough, substantial, and professional manner and must be completed to the satisfaction of the DPW Director. Only skilled drivers, laborers, and supervisors are to be employed on this job. **The contractor must be licensed by the State of Rhode Island.**

All work shall be of the highest quality, meeting the best standards of the trade. All work shall be installed as per the printed specifications of the product's manufacturer, where applicable, unless otherwise noted herein.

All work shall be governed by the Rhode Island Department of Transportation, Standard Specifications for Road and Bridge Construction 2024 edition, with latest corrections and addenda, the Rhode Island Department of Transportation Standard Details, October 21, 2022, with latest corrections and addenda.

3-1-4 TIMETABLE FOR COMPLETION OF CONSTRUCTION:

The Contractor shall complete all work on this project within the time fixed in the Standard Form of Agreement. It is imperative that all work be coordinated with the Town of Scituate's DPW Director to ensure compliance.

3-1-5 PERMITS AND CODES:

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property and the maintenance of passageways, guards or any other protective facilities. The Contractor shall obtain all required licenses/permits, prior to beginning work. **Town permit fees will be waived.**

3-1-6 TEMPORARY FACILITIES:

The Contractor shall provide all temporary utilities and other facilities required for the execution of the project work including any ADA compliance required, at no additional expense to the Town of Scituate.

3-1-7 INSPECTION:

The Contractor shall inspect all work areas and report all irregularities and/or unusual conditions to the DPW Director or representative prior to commencing construction. During construction, the Contractor shall inform the DPW Director or representative immediately if:

- a. There exists any discrepancy between the field conditions and the contract documents.
- b. The installer is unsure of any procedure.

No work shall proceed until the above has been resolved between the DPW Director and Contractor.

3-1-8 PROTECTION:

Provisions shall be made by the Contractor to protect all existing site features and utilities, and to provide safe access to the site by all authorized personnel at all times during the course of work. The Contractor shall take all precautions to protect all materials and products installed, and all materials and products delivered and stored but not installed.

3-1-9 SITE MAINTENANCE:

The Contractor shall be responsible for the daily removal of all discarded waste materials generated by the project work. All supplies and materials stored on site shall be kept in a neat and secure manner to the satisfaction of the DPW Director.

3-1-10 HOURS OF OPERATION:

The work shall be performed between the hours of 7:00 a.m. and sunset, Monday thru Friday. Work will not be allowed on weekends or holidays. Written permission from the DPW Director will be required for any exception to the above. No chip sealing shall commence between November 15 and April 1, depending upon the weather and with the agreement of the DPW Director.

3-1-11 CLEANUP:

Upon completion of the project, the Contractor shall remove all equipment and tools, and clean all work areas. The Contractor shall uncover and unseal all drainage openings and clean any covers or

grates that the cover aggregate and rubberized asphalt may have adhered to and remove any excess material in areas such as driveways, gutters, and intersections as specified. Broken masonry and mortar repaired, and left in first class condition, ready to use. All temporary or excess materials shall be disposed off-site and the work left broom-clean, to the satisfaction of the DPW Director.

3-1-12 EXPERIENCE:

The Contractor shall have a minimum of 5 years' experience with installing modified asphalt chip seal with rubber polymer in place.

3-1-13 NOTIFICATION:

The Contractor shall give, at a minimum, notification of 48 hours prior to the start of construction.

The DPW Director will notify the Town of Scituate Police the start date and roadways affected each day.

The DPW Director will also notify Town Residents by email of road construction and roadways affected each day.

3-1-14 ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR:

It shall be the responsibility of the Contractor to provide and pay for the following as required to perform the specified project work:

- a. All labor, material, supplies, tools, construction equipment, signage, and machinery.
- b. All other facilities and services necessary for the proper execution and completion of the work.
- c. Submit stone seal with rubber polymer mix designs for type being installed as required in bid.
- d. Proper DigSafe to be obtained.

SECTION 2-MATERIALS

3-2-1 LIQUID ASPHALT EMULSION:

A CRS-2L with **polymer rubber modification** conforming to the specifications of ASTM D2397 and AASHTO M208.

3-2-2 STONE:

The stone shall be 3/8" crushed aggregate consisting of durable crushed trap rock stone, free from dust and other contaminants. Do not use processed gravel. The aggregate shall have a percent of wear by the Los Angeles Abrasion Test of not more than 45 (ASTM test C131). The stone shall be supplied by the Contractor and shall meet the following gradation:

Required Stone Gradation

9.5 mm, (3/8") Stone

Sieve Size	% Passing
12.5 mm (1/2 inch)	100
9.5 mm (3/8 inch)	85-100
6.3 mm (1/4 inch)	10-60
4.7 mm (#4)	0-8
2.36 mm (#8)	0-4

Maximum passing 0.075 mm, (#200), sieve shall not exceed 2.0%, wet washed, for all sized aggregates used in the surface treatment.

SECTION 3-APPLICATION RATES:

EMULSION: The CRS-2L with polymer rubber modification shall be applied at a rate of .40 to .50 gallons per square yard.

STONE: The cover aggregate (stone) shall be spread in the range of 20 to 30 pounds per square yard.

SECTION 4-EQUIPMENT:

The equipment used by the Contractor shall include, not be limited to, one or more of the following:

3-4-1 ASPHALT DISTRIBUTOR:

The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be equipped with a radar type sensor used to measure ground speed, and feed a Digital Volumetric Accumulator capable of measuring liters applied and distance traveled. It shall be capable of applying asphalt material in accurately measured quantities at any rate between 0.5 to 9.1 liters per square yard, (0.1 to 2.4 gallons per square yard), of roadway surface, at any length of spray bar up to 4.9 meters, (16 feet). The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. It shall be equipped with an electronic control for setting asphalt pump discharge rate and on/off switching of spray for nozzle in 0.3 meter, (one foot), increments which shall be located in the truck cab. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

3-4-2 AGGREGATE SPREADER:

The aggregate spreader shall be hydrostatically driven and self-propelled. It may be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1.4 to 5.4 meters, (4.5 to 18 feet) in one pass. The spreader shall be mounted on pneumatic tires and shall apply the stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of the chip spreader. It shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons, (5 tons), of stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt-treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self-locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.

3-4-3 PNEUMATIC ROLLERS:

At least one rubber-tired roller shall be used on each treated surface immediately after the stone has been applied. Each roller shall have a compacting width of not less than 1.5 meters, (5 feet). Each roller shall have a gross weight of not less than 7.2 metric tons, (8 tons), and contact pressure adjustable from 1400 to 2000 kPa, (200 to 300 psi).

3-4-4 TRUCKS:

Rear discharge conveyor-fed trucks in sufficient number and size must be used to deliver stone to the spreader. Conventional dump trucks will not be allowed.

3-4-5 POWER BROOM/SWEEPER

A motorized broom or sweeper shall be provided that is capable of removing loose cover aggregate after treatment.

SECTION 5-INSPECTION AND TESTING OF MATERIALS AND EQUIPMENT:

All materials and equipment used in the construction of the Project shall be new and of current manufacture. Testing may be done in accordance with accepted standards and as directed by the OWNER; the laboratory or inspection agency shall be selected by the OWNER and approved for asphalt rubber binder testing. 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. The CONTRACTOR 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.

SECTION 6-CONSTRUCTION METHODS

3-6-1 STREETS TO BE TREATED:

The Contractor and the Director shall mutually determine the streets which shall receive stone seal treatment. Measurements of streets to be treated shall be made by the Contractor and the DPW Director or his/her Designee, and the Contractor shall prepare a cost estimate for each street prior to beginning work.

3-6-2 SURFACE PREPARATION:

Surface preparation, which may include pothole patching, truing and leveling, adjusting of street irons (valve covers, manhole covers, drop inlet gratings), etc., will be the responsibility of the awarding authority and will be completed before the contractor moves onto the job. Immediately prior to the application of asphalt materials, Department of Public Works personnel shall remove small branches and other debris, and use a mechanical street sweeper to clean any loose material from the pavement surface.

3-6-3 WEATHER LIMITATIONS:

Ensure that no water or moisture is present on the surface. Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods. No work shall be done if the ambient temperature is below 10 degrees Celsius (50 degrees Fahrenheit).

3-6-4 SPREADING ASPHALT AND STONE:

Prior to application of asphalt material on any street, sufficient quantities of materials to cover the entire street at the specified rates shall be on the site and ready for application. The awarding authority shall be responsible for providing the Contractor with an aggregate storage area near the job site. The

asphalt material shall not be applied more than 90 meters, (300 feet) in advance of the self-propelled aggregate spreader. AT NO TIME SHALL ANY ASPHALT MATERIAL BE ON ANY ROAD SURFACE FOR MORE THAN FIFTEEN MINUTES BEFORE IT IS COVERED WITH STONE.

3-6-5 EMULSION APPLICATION TEMPERATURE:

The asphalt emulsion shall be applied at no less than 150 degrees F and no more than 180 degrees F.

3-6-6 ROLLING:

Initial rolling shall be done immediately following the application of stone. Rollers shall be operated at a speed that will not displace aggregate.

3-6-7 TRAFFIC CONTROL:

Traffic control is the sole responsibility of the awarding authority. Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being surface treated. Controlled traffic may be permitted as soon as the final layer is applied and rolled. A recommended maximum speed of 30 km/s, (20 mph), should be maintained for a period of two (2) hours. **Flagger: The Town of Scituate will furnish traffic control (Flaggers).**

The Contractor shall provide barricades and "Road Closed" and "Loose Stones" signs at all street intersections during paving operations R.I. Standards 26.15, 26.5 and 25.7. The Contractor shall also provide Cones 26.1, "Road Construction" signs W21-4(36"x36"), W20-4(36"x36"), "One Lane Road", W20-5 (36"x36")

3-6-8 SWEEPING AND CLEANING:

The Department of Public Works shall provide one initial sweeping and cleaning of the streets upon proper notification by the Contractor prior to chip sealing. The Town will also provide sweeping at the full completion of chip seal application. It shall be the responsibility of the Contractor to provide for all other incidental sweeping and cleaning during paving operations

3-6-9 SURPLUS AGGREGATE:

Surplus aggregate shall be swept off the road surfaces by the Department of Public Works, and shall be the property of the awarding authority. Sweeping will be done after stone seal has properly cured, and are will be taken not to dislodge embedded aggregate or damage the surface.

3-6-10 GUARANTEE

Any material or workmanship found to be defective for up to one (1) year from the date of acceptance by the Director shall be replaced by the Contractor at no cost to the awarding authority. Upon notification of defective material or workmanship, the Contractor shall immediately replace such defective areas.

SECTION 7 - PRE-CONSTRUCTION CONFERENCE:

Prior to commencing work, and within two (2) weeks after issuance of Notice of Bid Award, a pre-construction conference shall be held in the office of the Director of Public Works to review a mutually agreed upon construction schedule, and arrange for site walks of identified roadways with the Director of Public Works.

TOWN OF SCITUATE, RHODE ISLAND
BID CONDITIONS AND CONTENT

1. Questions regarding this RFP may be directed to Director Kirk Loiselle, Scituate Department of Public Works at (401) 647-3366.
2. Bids shall be signed by a duly authorized agent or official of the contractor/vendor who has legal authority to bind the company and must clearly identify the scope of services and proposed time frame for completion. Incomplete bid forms may be cause for disqualification of the bid.
3. Bids that are renumbered or re-sequenced may be cause for rejection if all information cannot be easily found and identified. Bidders wishing to re-word or re-format the enclosed documents should do so in an addendum identifying the pages or sections to be changed.
4. **Bids must be submitted with three (3) complete copies.**
5. Bids must be submitted in a **sealed envelope clearly marked**, so as to guard against opening prior to the appointed time with the:

NAME OF THE BIDDER
ADDRESS OF THE BIDDER
WORDS: “MODIFIED ASPHALT CHIP SEAL WITH RUBBER POLYMER IN PLACE”
DATE OF THE BID

6. If mailed, the sealed envelope containing the proposal shall be marked as stated above and shall be enclosed in another envelope properly addressed for mailing:

Town of Scituate
PURCHASING AGENT
195 Danielson Pike
North Scituate, RI 02857

7. Within a reasonable time after the bid opening, the TOWN OF SCITUATE, RHODE ISLAND, (herein after referred to as the TOWN) shall act on the award of a contract for the project.
8. The TOWN reserves the right to withdraw this request at any time based on available funding.
9. The TOWN shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications.
10. **THE TOWN RESERVES THE RIGHT TO REJECT ANY, OR PART, OF ALL BID PROPOSALS; WAIVE ANY INFORMALITIES AND TECHNICALITIES; AND TO ACCEPT THAT BID WHICH THE TOWN COUNCIL DEEMS TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE LOWEST DOLLAR BID.**
11. Proposals submitted in unmarked envelopes, which are opened by the TOWN in its normal course of business, will not be accepted. If time permits, the proposal may be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above.
12. Bid prices shall not include any sales, excise or other taxes for which the TOWN is not liable. All bidders shall honor their properly submitted bid for a period of sixty (60) days subsequent to date of bid opening, without escalation.

13. Tax Compliance – Successful bidder shall be required to submit a current W-9 form in conformance with the attached sample, affirming current reporting compliance with all relevant jurisdictions.

14. Consideration in the awarding of the CONTRACT will be given to price, experience and competence of the bidder, the nature and size of the bidder's organization, and quality of similar projects it has performed and completed in the past and a determination by the TOWN that the COMPANY has the ability to complete the work.

15. Insurance – Before commencement of the contract services, the Contractor shall obtain and maintain throughout the term of this contract, the following insurance written by a company qualified to do business in the State of Rhode Island and satisfactory to the Town.

The Contractor agrees to defend, indemnify, protect, save and keep harmless the **Town of Scituate** from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the Contractor in undertaking this project. Proof of insurance must be supplied to the Town of Scituate thirty (30) days prior to the beginning of the term of contract, and then on an annual basis throughout the remainder of the contract's terms. All insurers of the Contractor shall be notified that a copy of any notice of cancellation shall be sent to the Town of Scituate.

a. **General Liability** - The Contractor will maintain in full force at all times during this engagement General Liability (including products and completed operations) insurance in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. If the Contractor's General Liability Policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Contractor will provide evidence of its General Liability policy to the Town of Scituate naming the Town of Scituate as an additional insured to the policy.

b. **Auto** - The Contractor will maintain in full force at all times during this engagement Auto Liability insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage. The Contractor will provide evidence of its Auto Liability policy to the **Town of Scituate** naming the **Town of Scituate** as an additional insured to the policy.

c. **Workers' Compensation** -The Contractor will maintain in full force at all times workers' compensation insurance for all labor employed on the project. Workers' Compensation coverage must meet the statutory obligations of the State and Employer's Liability coverage shall be provided at \$500,000/\$500,000/\$500,000. Contractor shall supply evidence of the same to the **Town of Scituate**.

d. **Professional Liability** -The Contractor will maintain in full force at all times during this engagement Professional Liability insurance in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. If the Contractor's Professional Liability Policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Contractor will provide evidence of its Professional Liability policy to the **Town of Scituate**.

16. **SURETY BOND REQUIRED:** YES: XX NO:

If required, the COMPANY shall, to secure the faithful intent of this bid, furnish to the TOWN surety, in the amount of five per cent (5%) of the total dollar bid in the form of a Bid Surety Bond or a Certified Check made payable to the "TOWN OF SCITUATE". If a Bid Bond is submitted, it shall be issued by a company authorized to issue such surety bond in the State of Rhode Island and acceptable to the TOWN.

17. **PERFORMANCE BOND REQUIRED:** YES: XX NO: ____

The Successful Bidder shall furnish to the TOWN a Performance Surety Bond in the amount of the CONTRACT, which bond shall be issued by a reputable bonding company authorized to do such business in the State of Rhode Island and acceptable to the TOWN. Said bond shall be in the form satisfactory to and approved by the TOWN. The performance bond shall be delivered to the Town prior to the commencement of work. The bond shall include the appeal requirements of these PROJECT SPECIFICATIONS.

18. The COMPANY must bid the project as outlined in the CONTRACT and PROJECT SPECIFICATIONS. If the COMPANY proposes to perform any optional work or to substitute any part of the PROJECT SPECIFICATIONS, such options and/or substitutions must be explained in detail and the amount of additional or reduction in cost must be listed.

19. The following items shall also be included with the bid:

- Personnel Roster
- Client list for past five (5) years including current projects
- Statement of Qualifications
- Name and resume of project manager
- Non-Collusive Bid Statement

20. Each bidder must inform themselves of the conditions relating to the specifications of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this CONTRACT. At the time of opening of the bids, each bidder will be presumed to have read, and to be thoroughly familiar with, the plans and CONTRACT documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to this bid.

21. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over performance of the project shall apply to the CONTRACT throughout, and they will be deemed to be included in the CONTRACT the same as though herein written out in full.

22. **Prevailing Wage** – For all construction and public works projects, the successful bidder shall be required to furnish completed certificate guaranteeing payment of prevailing wage and indemnifying the Town of Scituate, Rhode Island from any loss whatsoever arising from failure to pay prevailing wage in conformance with the attached sample (if required).

23. **COMPLETION DATE AND TIME SCHEDULE:**

A. Awarding of Contract

Within a reasonable time after the opening of the bids, the TOWN shall award a contract for the project. **The Town reserves the right to reject any and all bids as previously stated.**

B. Signing the Contract

Within thirty (30) days after the receipt of notice of acceptance by the TOWN of its proposal, the COMPANY shall execute with the TOWN a CONTRACT upon the basis of these specifications.

24. BID LENGTH:

- A. The bid will be active for three hundred sixty-five (365) days from date of award.
- B. This bid may be extended for two (2) additional years from completion date, if high quality workmanship is performed and pricing is mutually agreed to by the DPW Director and the Contractor.

**TOWN OF SCITUATE, RHODE ISLAND
BID FORM**

PROJECT: “MODIFIED ASPHALT CHIP SEAL WITH RUBBER POLYMER IN PLACE”

The undersigned duly authorized agent for the **COMPANY** submitting this bid affirms and declares:

1. That this bid is executed with full knowledge and acceptance of the **PROJECT SPECIFICATIONS** enclosed with the **INVITATION TO BID** on the subject project.
2. IF REQUIRED, that should this bid be accepted in writing by the **TOWN**, said **COMPANY** will furnish the services for which this bid is submitted as the dollar amount indicated and in full compliance with the provisions of said **PROJECT SPECIFICATIONS**.
3. IF REQUIRED, that the bid is accompanied by surety in the amount of five percent (5%) of the dollar bid.
4. That all items, documents, statements and other information as required by the **PROJECT SPECIFICATIONS** have been submitted herein.
5. That the **COMPANY** understands and accepts that although the dollar amount of this bid is a major factor for consideration, the **TOWN** reserves the right to award the **CONTRACT** to other than the **COMPANY** submitting the lowest dollar bid after careful analysis of additional factors outlined in the **CONTRACT** and **PROJECT SPECIFICATIONS**.
6. That the **COMPANY** proposes to furnish the services and materials required to complete the aforesaid **PROJECT SPECIFICATIONS** at the rate below.

BID AMOUNT:

*Respondent will provide a total price amount to perform the requested services, in one lump sum figure. The undersigned proposes to furnish all labor, materials, equipment, tools, incidentals, transporting, handling, placing, and rolling, and all other items required in the specifications to install **MODIFIED ASPHALT CHIP SEAL WITH RUBBER POLYMER IN PLACE**. Roadways to be identified from the Town of Scituate’s Pavement Management Program (12/2022), and in accordance with accompanying plans, specifications, and contract documents.*

Bid Item: **MODIFIED ASPHALT CHIP SEAL WITH RUBBER POLYMER IN PLACE.**

1A 0 to 40,000 square yards (SY) with 3/8” stone aggregate:

Price per SY:\$ _____

Price in words per SY: _____

1B 40,000 and over square yards (SY) with 3/8” stone aggregate:

Price per SY:\$ _____

Price in words per SY: _____

TOTAL COST (of unit prices): BID ITEMS 1A and 1B:

Price per SY:\$ _____

Price in words per SY: _____

NOTES:

1. Amounts are to be shown in both words and figures. In the event of a discrepancy between the words and figures, the amount(s) written in words shall govern.
2. Totals for each item are shown for convenience in comparing and evaluating Bids only. In the event of a discrepancy between the unit price(s) and the item total(s), the unit price(s) shown will govern.
3. Bidders must bid on all items; failure to do so may result in the Bid Proposal being deemed non-responsive. Bids of zero (0) dollars on particular items may be submitted, and will not be considered non-responsive.
4. The “Total Cost (of unit prices): Bid Items 1A and 1B” is for Bid comparison only. The actual Contract amount is an unknown that will be determined by the actual Work authorized by the Town and performed by the CONTRACTOR during the entire period of this Contract. The CONTRACTOR will be held to the applicable unit prices bid during the entire period of this Contract.
5. The above unit prices and lump sums shall include all labor, materials, equipment, overhead, profit, insurances, and appurtenances necessary to cover the finished Work required by the Contract.
6. The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.
7. Upon receipt of a written and signed “Notice of Award” for this Proposal, Bidder shall provide the Town with proof of Insurance required by the Contract.
8. The Contract Term shall be for one (1) year from the date of contract award see the Bid Conditions and Content (Bid Length-Item 24) for additional details. The Town reserves the sole right to offer an extension of this contract for two (2) additional years from completion date, if high quality workmanship is performed and pricing is mutually agreed to by the DPW Director and the Contractor
9. The Town will issue work orders to the successful Contractor for specific roads to be treated under this contract. The Contractor will then be required to develop a mobilization and work schedule accordingly, subject to review and approval by the Town.

Respectfully Submitted:

BUSINESS NAME: _____

ADDRESS: _____

SIGNED: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

PHONE: _____ FAX: _____

E-MAIL: _____ FIN: _____

Federal Identification Number

TOWN OF SCITUATE, RHODE ISLAND
NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition,

And

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the opening of the bid.

Signature

Printed Name

Title

Company

Date

**MUNICIPAL CONTRACT ADDENDUM
RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING
PREVAILING WAGE REQUIREMENTS
(37-13-1 ET SEQ.)**

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsman, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7;
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at <https://dlt.ri.gov/requiredposters/> or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at <https://dlt.ri.gov> on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at <https://dlt.ri.gov/wrs/prevailingwage/> as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month;
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.

10. Any violation of RIGL 37-13-13 of Certified Weekly Payroll Forms and Daily Logs will result in the department imposing a penalty on the contractor of a minimum of one hundred dollars (\$100) for each calendar day of noncompliance.

11. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;

12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq; Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at <https://dlt.ri.gov/wrs/prevailingwage/>.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____



RI Department of Labor and Training - Division of Workforce Regulation & Safety
Professional Regulation Unit/Prevailing Wage Section
1511 Pontiac Avenue Building 70, P.O. Box 20247 Cranston, RI 02920-0943

Rhode Island Certified Weekly Payroll

Contractor: _____ Subcontractor: _____
 Address: _____ Address: _____
 City/Town: _____ State: _____ Zip: _____
 Phone #: _____ Email: _____ City/Town: _____ State: _____ Zip: _____
 Project/Location: _____ Wage Decision #: _____
 For Week Ending: _____ Date: _____

**NOTE: If an employee works more than one trade, please list each classification on separate lines with the corresponding hours they performed that trade and hourly rate paid.

Employee Name, Address and Phone Number	Work Classification	Apprentice %	Date	Hours Worked Each Day							Total Hrs	Hourly Rate (List all Rates)	Hourly Fringe Benefit	Weekly Gross	Weekly Deductions				Weekly Net
				S	M	T	W	T	F	S					Social Security	Medicare	Federal	State	
			P.S.																
			P.O.																
			A.P.S.																
			A.P.O.																
			R.H.																
			R.O.																
			P.S.																
			P.O.																
			A.P.S.																
			A.P.O.																
			R.H.																
			R.O.																
			P.S.																
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			A.P.S.																
			A.P.O.																
			R.H.																
			R.O.																
			P.S.																
			P.O.																
			A.P.S.																
			A.P.O.																
			R.H.																
			R.O.																

Legend: P.S.=Prevailing Wage Standard Hours P.O.=Prevailing Wage Overtime Hours R.H.=Regular Hours R.O.=Regular Overtime Hours A.P.S.= Additional PW Standard Hours A.P.O.=Additional PW Overtime Hours
 List all PW Projects in AP/SAPO:

*Deductions listed in "Other" column: _____ DLT-WRS-1 (Rev. 1/20)



RI Department of Labor and Training
Division of Workforce Regulation & Safety
Professional Regulation Unit/Prevailing Wage Section
1511 Pontiac Avenue Building 70, P.O. Box 20247 Cranston, RI 02920-0943

Page: _____

Rhode Island Certified Prevailing Wage Daily Log

Project Name: _____ Contractor: _____
Project Location: _____ Address: _____
Date: _____ City/Town: _____ State _____ Zip _____

Employee Name (Print)	Job Title/ Classification	Time		Employee Signature
		In	Out	

I _____ hereby certify that the information in this form is complete and correct.
(print name and title)

Any contractor who knowingly maintains a false or fraudulent daily log maybe penalized by the Department of Labor and Training up to \$500 for each calendar day of noncompliance.

Contractor/Officer's Signature

Date

***Each contractor working on this project must complete a Daily Log for their employees only.**

DLT is an equal opportunity employer/program - auxiliary aids and services available upon request. TTY via RI Relay: 711
DLT-WRS-4 (10/14)