

TOWN OF GLOCESTER
Invitation for Bid

Sealed bids, in quadruplicate, plainly marked “**Sealed Bid - IFB 2018-03 “HOT MIX ASPHALT”**” will be received until 10:00 a.m. prevailing time, **March 22, 2018** at the Office of the Treasurer, Town of Glocester, 1145 Putnam Pike, PO Drawer B, Chepachet, RI 02814-0702. They will be opened publicly at 10:00 a.m. **March 22, 2018** prevailing time, in the Glocester Town Hall Council Chambers. Bid documents can be obtained at the above office on beginning **March 8, 2018** between the hours of 8:00 a.m. and 4:00 p.m. or online at www.glocesterri.org .

Individuals requesting interpreter services for the hearing impaired must notify the Town Clerk at (401) 568-6206 or TDD at 568-1422 at least 72 hours in advance of the bid opening date.

Observer – March 8, 2018

**Town of Gloucester
IFB 2018-03**

**Primary
Bid for Hot Mix Asphalt**

The Town of Gloucester is soliciting bids for hot mix asphalt which will be applied in a two course method to rough grades made by the Town Public Works Department. The paving contractor will be responsible for fine grading, compacting, paving and raising the structures after the binder course. All bids to be on a per square yard basis in-place, distributed and compacted. Specifications to be in accordance to RI State Standard Material and Construction Standards. The Town will not accept any finished product that does not meet the specifications and the contractor will be required to mill and re-pave at their own expense. All materials for grades supplied by the Town of Gloucester. No RAP to be used in mix. Payment will be by the square yard for 3" compacted thickness and 4" compacted thickness. Road widths are between 18 and 24 feet.

Applications in many areas will require an overlay and a leveling course prior to application of the wearing course. Locations may include intersections, 4 ft x width of apron on driveways, berms and paved swale areas. Certified weight receipts are required with each load of material. A tack coat of SS-1 to be used prior to overlay on existing asphalt surfaces. Tack coat will be required if more than fifteen (15) days has elapsed between placement of binder and surface course. Tack coat to be quoted, per square yard, as a separate item on the bid. Existing asphalt surfaces will be cleaned and prepared by the Town of Gloucester.

All paving machines shall be of track type. Rubber wheel machines shall not be accepted. Berms will be required as prescribed by the Director and quoted, per square yard, as a separate item on the bid. Paving machines shall be equipped with hydraulically operated berm gates. Paving operation crew shall consist of a minimum five (5) person crew (including the paver operator).

Asphalt cuts, driveways, intersections beginning and ending road cuts where instructed by the Director of Public Works, must be quoted, per lineal foot, as separate line item on the bid.

Bids must include the paving of driveway aprons as part of the cost quoted not as a separate item. Aprons will be paved as prescribed by the Director or his designee.

Truck weigh slips will be given to the Director or his designee on site as material is off loaded in the paver hopper.

Any loads broken with residual unused material will be transported to the Gloucester Town Public Works Facility by the vendor.

Any loads of material ordered by the vendor and not used will not be charged to the Town.

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**Primary
Bid for Hot Mix Asphalt**

Road measurements will be made by the Town and the Vendor. Measurements will be compared and agreed upon prior to commencement of work

No paving will be done in the rain. In the event of rain, after paving has begun, the Director or his designee may cancel operations at their discretion. Any unused material on site will not be charged to the Town.

No paving will be done at night. No lights will be used at any time.

Asphalt debris from this work will be removed by the Town of Gloucester.

Flagging and traffic control will be provided by the Town of Gloucester.

If the road being paved has been reclaimed and scheduling does not allow for immediate paving it will be the responsibility of the pavement vendor to fine grade and compact to the Directors' satisfaction prior to paving if the Director determines this necessary.

Scheduling is to be approved by the Director at least one week prior to starting date.

Compaction to follow RI D.O.T. specifications. The Town reserves the right to hire an independent material testing laboratory to monitor the placement and test for compaction.

The Town of Gloucester reserves the right to reject any and all proposals, waive any informalities in the proposals received and to accept the proposal deemed most favorable to the interest of the Town of Gloucester. The Town shall make award on the lowest evaluated or responsive bid price with favorable delivery. The Town reserves the right to utilize the 2nd lowest bidder in the event of unfavorable delivery, non-compliance with specifications, or performance.

The Contractor will be responsible for cost to repair damaged property caused by neglect or operator error. All operators must have RI Hoisting licenses.

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**Primary
Bid for Hot Mix Asphalt**

GUARANTEE:

A one year guarantee for defective or inferior bituminous material and/or workmanship shall apply to all bituminous materials supplied and applied under this contract.

TERM AND EXTENSION OF CONTRACT:

Term of Contract: April 1, 2018 – March 31, 2019

The municipality reserves the right to extend any contract issued, based on this specification, under the same terms and conditions for one or more years from the date of expiration provided such extension is mutually agreeable by both municipality and contractor.

AIR POLLUTION CONTROL:

Each bidder must submit a statement acknowledging compliance with RI Air Pollution Control Regulation No. 25.

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**Secondary
Bid for Hot Mix Asphalt**

All bid specifications to be same as primary except secondary bid covers applications of less than 500 ton.

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**TOWN OF GLOCESTER
BID FORM IFB# 2018-03
HOT MIX ASPHALT**

THIS FORM MUST BE COMPLETED AND SIGNED BY BIDDER AND SUBMITTED IN QUADRUPPLICATE FOR EACH ITEM AS NOTED IN NOTICE TO BIDDER.

COMPANY NAME: _____

Primary Bid

1. \$ _____ per sq. yd. 3" compacted (in place) for Hot Mix Asphalt >500 ton
(includes fine grade, compaction and driveway aprons.)

Price in words

2. \$ _____ per sq. yd. 4" compacted (in place) for Hot Mix Asphalt >500 ton
(includes fine grade, compaction and driveway aprons.)

Price in words

3. \$ _____ per lineal ft. construct Cape Cod Berm (asphalt)

Price in words

4. \$ _____ per sq. yd. for Tack Coat

Price in words

I AGREE TO CONFORM TO ALL SPECIFICATIONS OF THE ABOVE REFERENCED BID.

SIGNATURE _____ DATE _____

PRINT NAME _____ TITLE _____

**Town of Gloucester
IFB 2018-03**

**TOWN OF GLOCESTER
BID FORM IFB# 2018-03
HOT MIX ASPHALT**

THIS FORM MUST BE COMPLETED AND SIGNED BY BIDDER AND SUBMITTED IN QUADRUPPLICATE FOR EACH ITEM AS NOTED IN NOTICE TO BIDDER.

COMPANY NAME: _____

Secondary Bid

1. \$ _____ per sq. yd. 3" compacted (in place) for Hot Mix Asphalt <500 ton (includes fine grade, compaction and driveway aprons.)

Price in words

2. \$ _____ per sq. yd. 4" compacted (in place) for Hot Mix Asphalt >500 ton (includes fine grade, compaction and driveway aprons.)

Price in words

3. \$ _____ per lineal ft. construct Cape Cod Berm (asphalt)

Price in words

4. \$ _____ per sq. yd. for Tack Coat

Price in words

I AGREE TO CONFORM TO ALL SPECIFICATIONS OF THE ABOVE REFERENCED BID.

SIGNATURE _____ DATE _____

PRINT NAME _____ TITLE _____

**Town of Gloucester
IFB 2018-03**

Notice To Bidders

1. Receipt and Opening of Bids:
Sealed bids will be accepted in the Office of the Finance Director, Town Hall, 1145 Putnam Pike, PO Drawer B, Chepachet, RI 02814 until the date and time specified in the Invitation for Bid, and will be opened publicly at the date and time specified in the Invitation for Bid in the Gloucester Town Hall Council Chambers.

2. Form of Bid:
 - a. Bids shall be submitted in quadruplicate **on the Town's bid form** with supplemental information, drawings, warranties and other required documentation, literature and material to be provided with the bid.
 - b. All original documents and drawings shall become the property of the Town of Gloucester after completion of the bidder's work.

3. Submission of Bids:
 - a. Envelopes containing bids must be sealed, addressed as noted in the Invitation for Bid, and must be marked with the name and address of the bidder.
 - b. Bids received after the closing date and time but before the specified time for opening, will be accepted as valid if bearing a legible postmark of at least three days before the closing date.
 - c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephone or "fax" bids, amendments, or withdrawals will not be accepted.
 - d. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
 - e. Bids received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified.
 - f. Any deviation from specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.
 - g. There is no expressed or implied obligation for the Town to reimburse responding bidders for any expenses incurred in preparing their proposals in response to this request.

4. Permits and Fees:
All local and state permit(s) shall be obtained by the bidder/contractor prior to installation/delivery. All permit fees and inspection fees must be included in bid price.

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Notice To Bidder

5. Rhode Island Sales Tax:
The Town is exempt from the payment of the Rhode Island Sale Tax under the 1956 General Laws of the State of Rhode, 44-18-30, paragraph I, as amended.
6. Federal Excise Taxes:
The Town is exempt from the payment of any excise tax or federal transportation taxes. The bid price must be exclusive of taxes, except where specified by law and will be so construed.
7. Qualification of Bidders:
 - a. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and supply the materials.
 - b. Each bidder shall present evidence that he/she is normally engaged in the purveying of the type of goods/services on which he/she is bidding.
 - c. Certified copy(s) of federal or state licenses must be submitted (if required in the bid) with the bid.
 - d. The bidder shall become thoroughly familiar with the contents of the notice before submitting his/her proposal.
 - e. The bidder automatically acknowledges and accepts all the provisions, conditions, and specifications of his notice.
 - f. No bid shall be considered from bidders who are unable to show that they are normally engaged in the purveying of the type of goods/services on which they are bidding.
8. Addenda and Interpretations:
No interpretation on the meanings of Plans, Specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretations must be in writing, addressed to the Finance Director, Gloucester Town Hall, PO Drawer B, Chepachet, RI 02814-0702, and to be given consideration must be received at least seven days prior to the date fixed for the opening of bids

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Notice To Bidder

9. Delivery:
 - a. All bid items and/or services are to be FOB various locations within the Town of Gloucester within the time frame if specified in the bid, location to be supplied with Purchase Order.
 - b. No extra charge for delivery, handling or other services will be honored.
 - c. Only inside delivery and set-up, when required, will be accepted.
 - d. Tailgate deliveries will be refused.
 - e. Vendor must notify the Town 24 hours prior to delivery.
 - f. All claims for damage in transit shall be the responsibility of the successful bidder.
 - g. The Town will not make payment on damaged goods. They must be replaced or adjustments made at the option of the Town. The Town of Gloucester is represented only by the Finance Director in these matters, and he/she alone is authorized to negotiate any settlements.
 - h. Deliveries must be made during normal working hours.
 - i. Bid price, when applicable, is to include the cost of operating and setting in place.
 - j. Bid price, when applicable, is to include installations.

10. The Town of Gloucester does not discriminate on the basis of race, color, creed, national origin, age, marital status, sex, physical or mental disability. By submission of your bid, you, the contractor, agree not to discriminate in named areas. In the event of non-compliance, the Town may declare the contractor in breach and take any necessary legal recourse including termination and/or cancellation of the contract.

11.
 - a. The Town of Gloucester reserves the right to reject any and all bids, to waive any technical defect or informality in the bids received, and to accept any of the bids deemed most favorable to the interest of the Town.
 - b. During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from bidders, or to allow corrections of minor errors or omissions. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
 - c. The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the bidder of the conditions contained in this invitation for bid, unless clearly and specifically noted in the bid submitted.

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Notice To Bidder

12. Bidders will state in their proposal:
 - a. the approximate delivery date or
 - b. the time required to make delivery after notification of award
13. All bidders are responsible for insuring that no addenda have been made to the original proposal package. All proposal packages and addenda are available by contacting the Treasurer's Office, Finance Director, Town of Gloucester at (401) 568-6206 extension 5
14. The bidder shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 60 days from the deadline for submission of proposal.
15. Award will not be made to any person, firm or company in default of a contract with the Town, the State of Rhode Island or the Federal Government.
16. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without prior written permission from the Town.
17. Unless otherwise specified, all costs listed are firm for the term of the contract.
18. Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
19. If any of the BID REQUIREMENTS are held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other BID REQUIREMENTS.
20. The proposal shall be prepared in accordance with applicable Federal and State law and regulations. Each and every provision and clause required by law to be inserted in any subsequent 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, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
21. All contracts entered into by the Town shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Providence County.

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Notice To Bidder

22. a. The Contractor agrees to defend, indemnify, protect, save and keep harmless the Town of Gloucester for any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the Contractor in undertaking this project.
- b. 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 obligation of the State and supply evidence of the same to the Town of Gloucester.
- c. The Contractor will maintain in full force at all times during this engagement general liability insurance in the minimum amount of \$2,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. The Contractor will provide evidence of its general liability policy to the Town of Gloucester naming the Town of Gloucester as an additional insured to the policy.
- d. 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 \$2,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. The Contractor will provide evidence of its auto liability policy to the Town of Gloucester naming the Town of Gloucester as an additional insured to the policy.
- e. The Contractor will maintain in full force at all times during this engagement professional liability insurance coverage of at least \$2,000,000 per occurrence, and will provide evidence of the same to the Town of Gloucester.
23. Bidders are advised that this is a Prevailing Wage Project and all provisions of:
- a. the Davis-Bacon Act, and/or
 - b. the Department of Labor Regulations, and/or
 - c. Title 37 Chapter 13 of the General Laws of Rhode Island

apply to the work covered by this request. The 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 are a requirement for both contractors and subcontractors, and **certified payroll records would have to be submitted to the Town prior to payment to the contractor for work done.**

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Notice To Bidder

Prevailing Wage information may be obtained by calling the Prevailing Wage Division at 401-462-8580 or on the RI Department of Labor and Training website at www.dlt.ri.gov. Click on Prevailing Wage for details.