

KENT COUNTY WATER AUTHORITY  
ANNUAL BITUMINOUS CONCRETE AND PORTLAND  
CEMENT REPAIR SERVICES  
FOR SIDEWALKS AND ROADWAYS  
INSTRUCTIONS TO BIDDERS

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ARTICLE 1. QUALIFICATIONS OF BIDDERS

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- 1.1 Bidders must have a minimum of five consecutive years of verifiable experience in roadway pavement and concrete sidewalk restoration work in response to emergency utility excavation work. Bidders will be investigated by Kent County Water Authority to determine if they are responsive and qualified to perform the Work. **All Bidders shall submit to Kent County Water Authority with their bid, a written reference listing, with contact information, covering the previous five years, to assist the KCWA in making this determination.**
- 1.2 The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience, has been consistently responsive to emergency request in a timely manner and whether available equipment and financial resources are adequate to assure Kent County Water Authority that the products or services will be delivered and installed on time and in accordance with the terms of the purchase orders and the Bituminous Concrete and Portland Cement Repair Services For Sidewalks and Roadway documents.
- 1.3 No Bidder may be considered if they are indebted to the Kent County Water Authority for any unresolved issues regarding unpaid invoices issued by the Kent County Water Authority, or services and materials owed to the Kent County Water Authority.
- 1.4 In evaluating Bids, Kent County Water Authority will consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements and the advertisement for bids.
- 1.5 Bidders shall provide documentation that they are approved by the RIDOT and each city and town serviced by the KCWA to perform pavement and concrete sidewalk repairs in the respective roads.
- 1.6 Kent County Water Authority reserves the right to reject any Bid, or parts thereof, if the evidence submitted by, or the investigation of, such Bidders fails to satisfy Kent County Water Authority that such Bidders is properly qualified to carry out the obligations of the Bituminous Concrete and Portland Cement Repair Services For Sidewalks and Roadway Documents and to complete the Work contemplated therein.

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ARTICLE 2. COPIES OF DOCUMENTS

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- 2.1 Complete sets of Annual Bituminous Concrete and Portland Cement Repair Services for Sidewalks and Roadways Documents shall be used in preparing Bids. Kent County Water Authority assumes no responsibility for errors or misinterpretations resulting from the use of

incomplete sets of Annual Bituminous Concrete and Portland Cement Repair Services for Sidewalks and Roadways Documents.

- 2.2 Kent County Water Authority in making copies of Annual Bituminous Concrete and Portland Cement Repair Services for Sidewalks and Roadways Documents available, do so only for the purpose of obtaining Bids on the services requested and do not confer a license or grant for any other use

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### ARTICLE 3. EXAMINATION OF MATERIAL DOCUMENTS

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- 3.1 Before submitting a Bid, each Bidders must examine the bid Documents thoroughly, and familiarize themselves with the Federal, State, City and Town requirements concerning sidewalk and roadway repairs, along with all the specifications contained in the RIDOT standard specifications for road and bridge construction relative to paving and sidewalk repairs.
- 3.2 Bid prices must reflect adherence to the provisions of State labor Laws concerning payment of prevailing wages (RIGL 37-13-1 as amended). The rates of pay set forth in these provisions are the minimums to be paid during the life of the contract. Contractor shall submit certified payrolls with pay estimates for work payments on this project.
- 3.3 The submission of a Bid will constitute and incontrovertible representation by the Bidders that they have complied with every requirement of this Article 3 and that the Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

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### ARTICLE 4. INTERPRETATIONS

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- 4.1 All questions about the meaning or intent of the bid Documents shall be received in writing by Kent County Water Authority at the pre-bid conference.
- 4.2 Written clarifications or interpretations will be issued if requested by Addenda not later than four (4) calendar days before the bid opening date. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be mailed via certified mail, with return receipt requested, to all parties recorded as having received the Annual Bituminous Concrete and Portland Cement Repair Services for Sidewalks and Roadways Documents.
- 4.3 Each Bidders shall be responsible for determining that he has received all Addenda issued.

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### ARTICLE 5. PRE-BID CONFERENCE

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- 5.1 A pre-bid conference will be held as described in the advertisement to bid to discuss projects related concerns of these Documents to the Kent County Water Authority.
- 5.2 It is recommended that all perspective Bidders attend the pre-bid conference but it is not a

mandatory requirement to submit a Bid.

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## ARTICLE 6. BID FORM

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- 6.1 Each Bid shall be submitted on the Forms contained in the Documents. All blank spaces for Bid prices must be filled in with the unit price for the item or the lump sum for which the Bid is made.
- 6.2 Bid Forms shall be completed in ink or by typewriter. The Bid price of each item on the form shall be stated in words, and figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 6.4 Bids by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature.
- 6.5 All names shall be typed or printed below the signature.
- 6.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 6.7 The address to which communications regarding the Bid are to be directed shall be shown.
- 6.8 One copy of each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidders, his address, and the Project Title for which the Bid is submitted. If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.

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## ARTICLE 7. RECEIPT OF BIDS

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- 7.1 Sealed Bids for Annual Bituminous Concrete and Portland Cement Repair Services for Sidewalks and Roadways will be received at the time and place indicated in the Invitation to Bid.
- 7.2 Kent County Water Authority may consider informal any Bid not prepared and submitted in accordance with the provisions hereof.

- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidders to assure that the bid is delivered in the possession of the responsible official or designated alternate prior to the stated time and at the place of the Bid Opening. Kent County Water Authority is not responsible for bids delayed by mail and/or delivery services, of any nature.
- 7.4 Sealed Bids for the Annual Bituminous Concrete and Portland Cement Repair Services for Sidewalks and Roadways will be accepted only from those who have attended the pre-bid conference or through their representatives.

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#### ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

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- 8.1 Bids may not be modified once they are accepted by a Kent County Water Authority representative or designated alternate prior to opening. After opening Bids, modifications will not be allowed.
- 8.2 Bids may be withdrawn prior to the scheduled time for the opening of Bids.
- 8.3 Any Bid received after the time and date specified shall not be considered. No Bidders may withdraw their Bid for a period of 90 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.

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#### ARTICLE 9. AWARD OF PURCHASE ORDER

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- 9.1 The Purchase Order will be awarded in conformance with the Kent County Water Authority Purchasing Regulations, to the lowest responsible and eligible Bidder (Successful Bidders). Such a Bidder shall possess the skill, proper material, ability, and integrity necessary for the faithful performance of the work. The term "lowest responsible and eligible Bidders" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the RIDOT contractor approval, skill, proper material, ability, and integrity necessary to the faithful performance of the Work. The Kent County Water Authority reserves the right to award whole or in part as indicated in each of the sub part totals of the bid forms.
- 9.2 In the event the successful Bidder cannot fully and timely perform his contractual obligation or cannot obtain approval from the RIDOT to perform repairs in state roadways, the Kent County Water Authority reserves the right to award the bid to any of the other qualified Bidders.
- 9.3 Kent County Water Authority reserves the right to reject any and all Bids, or parts thereof, to waive any and all informalities if it is in Kent County Water Authority's best interest to do so, and the right to disregard all nonconforming, non responsive, or conditional Bids or portions there of.
- 9.4 A Bid, which includes for any item a Bid Price that is abnormally low or high may be rejected as unbalanced.
- 9.5 Kent County Water Authority reserves the right to reject the Bid of any Bidders that Kent

County Water Authority considers to be unqualified relative to Article 1 above.

- 9.6 If the Purchase Order is to be awarded, Kent County Water Authority will give the Successful Bidder the original Purchase Order within 90 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids. All bids shall remain open for 90 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids. Bid pricing shall remain in effect for a period of one year from the date of award.
- 9.7 Kent County Water Authority may, at their sole discretion award any portion or portions of the selected successful Bidders bid. Bidders shall accept the Purchase Order as written for all or portions determined as the lowest responsible Bidders by Kent County Water Authority.
- 9.8 The awarded bid contract may, upon mutual agreement of both parties, be extended for not more than two additional years without any change in Bid Item prices for the work.

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#### ARTICLE 10. SALES TAX

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- 10.1 The materials and supplies to be used in the Work are tax-exempt by R. I. State Law, Section 39.16 of the State Code.

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#### ARTICLE 11. TIME OF COMPLETION/MATERIAL DELIVERY

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- 11.1 The services to be provided under this purchase order contract shall commence upon receipt of purchase order by the successful Bidder and shall extend for a 365-day period from the date of formal notice of award. All work submitted on or before the expiration date, will be completed by the contractor in accordance with the terms and conditions of the contract, even though completion may extend beyond the contract expiration date. This contract may, upon mutual agreement of both parties, be extended for not more than two additional years without any change in Bid Item prices. Each repair action approved by the Kent County Water Authority, for services or material to be performed under this purchase order, will be completed within 20 calendar days after the required waiting period for gravel base settling as set by the State or Local authority. No additional work other than requested by the Kent County Water Authority will be accepted for payment. The Contractor is solely responsible to coordinate completion of all work with State and Local agencies and obtain written acceptance of the repair work by the permitting authority.
- 11.2 Upon request the contractor shall respond to emergency request for pavement restoration within a 24-hour period. Emergency request shall be as determined by the Kent County Water Authority.

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#### ARTICLE 12. BONDS AND INSURANCES

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- 12.1 Each and every Bidder shall provide written evidence at time of bid submission and attached thereto that they have or will acquire prior to execution of the work or letter of engagement to the Kent County Water Authority the following insurances and/or bonds:

- 12.2 Worker's Compensation
- 12.2.1 Worker's Compensation Statutory
- 12.2.2 Employer's Liability \$1,000,000
- 12.3 Comprehensive General Liability including Premise/Operations; Explosion, Collapse and Underground Property Damage; Products/Completed Operations, Broad Form Contractual, Independent Contractors; Broad Form Property Damage; and Personal Injury liabilities.
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|--|-------------|------------------|
| 12.3.1 Bodily Injury:                                      | \$1,000,000 | Each Occurrence  |
|  | \$2,000,000 | Annual Aggregate |
| 12.3.2 Property Damage                                     | \$1,000,000 | Each Occurrence  |
|  | \$2,000,000 | Annual Aggregate |
| 12.3.3 Personal Injury, with employment exclusion deleted. | \$1,000,000 | Annual Aggregate |
- 12.4 Comprehensive Automobile Liability including all owned (private and others), hired and non-owned vehicles:
- |                        |             |                 |
|------------------------|-------------|-----------------|
| 12.4.1 Bodily Injury   | \$1,000,000 | Each Person     |
|                        | \$2,000,000 | Each Accident   |
| 12.4.2 Property Damage | \$1,000,000 | Each Occurrence |
- 12.5 Contractor may purchase and maintain Excess Liability Insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in 12.2. Evidence of such excess liability shall be delivered in the form of a certificate indicating the policy numbers and limits of liability of the underlying insurance. The umbrella liability insurance shall have a combined single limit of not less than \$3,000,000.
- 12.6 The contractor shall furnish certificates of insurance from companies licensed to do business in the State of Rhode Island and acceptable to the Kent County Water Authority. The contractor shall name the Kent County Water Authority its agents and assigns as additionally insured on all policies.
- 12.7 The contractor shall require a similar insurance in the above amounts to be taken out and maintained by each subcontractor. The contractor shall be fully responsible for the acts and omissions of their subcontractors and of persons either employed directly or indirectly by them.
- 12.8 Each bid proposal must be accompanied by a bid security in the form of a Bid bond, payable to the "Kent County Water Authority" in the amount of 5% of the total amount bid. Bid

security of the unsuccessful Bidders will be returned following award of the bid and/or execution of the contract. The Kent County Water Authority will retain bid security of the successful Bidder until bid requirements are met, or forfeited to the Kent County Water Authority upon Bidders failure to perform contractual obligations.

- 12.9 The successful Bidder must furnish a 100% performance bond and a 100% payment bond with a surety company acceptable to the Owner and on the forms acceptable to the Owner, as security for faithful performance of the contract and executed by a surety company licensed to do business in the State of Rhode Island. The failure of the successful bidder to supply the required Bonds within a time specified by the Kent County Water Authority, shall constitute a default, and the Kent County Water Authority may award the contract to the next lowest Bidder or at the it's discretion re-advertise for bids.

12.9.1 Performance bond must written to remain in effect until termination of the two (2) year warranty period in conjunction with the last repair work completed under the contract.

- 12.10 The Kent County Water Authority employee's, agents and assigns shall be named as additional insured on all policies.

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## ARTICLE 13. SCOPE OF WORK:

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### 13.1 GENERAL

The work involves pavement and concrete installation, repair and/or resurfacing required to restore areas disturbed as a result of water system infrastructure installation and repair. The contractor shall furnish all materials, labor, equipment and incidentals necessary and proper to complete the work in accordance with these specification and all state and municipal requirements.

13.1.1 Notify appropriate State and local authorities in writing prior to commencing work. Furnish all services, labor, material, equipment, permits and incidentals required to remove temporary patch, saw cut, install and compact up to 12 inches of gravel base to 95% proctor. Place and compact a binder course(s) and/or dowel and install a concrete base with asphalt binder course(s).

13.1.2 Furnish and install an asphalt tack coat, to ensure the all courses have proper adhesion and the course edges are properly sealed.

13.1.3 Place and compact 2-inch bituminous concrete surface course(s) and binder courses, ensuring that the final surface course is in close conformance with the lines, grades, and typical cross sections of all existing pavement.

13.1.4 Accomplish all required saw and key cutting, and cold planeing.

13.1.5 Seal all saw cut edges with pressurized hot liquid asphalt sealing compound.

- 13.1.6 Upon request and approval by the Kent County Water Authority perform infrared sealing techniques.
- 13.1.7 Upon request and approval by the Kent County Water Authority furnish all labor, equipment, materials and incidentals required to raise and or reset concrete/granite curbing.
- 13.1.8 Furnish all labor, equipment, materials and incidentals required to saw cut to full depth the existing Portland cement sidewalk panels designated for repair. Remove all materials, including existing sidewalks encountered, to a depth of four inches below the level of the existing sidewalks. As necessary, install and compact up to 6 inches of gravel base to 95% proctor. Adjust gate box(s) and other appurtenances to finished grade.
- 13.1.9 Furnish all labor, equipment, materials and incidentals required to saw cut to full depth the existing bituminous concrete sidewalk designated for repair. Remove and dispose of materials in way of the work. As necessary, install and compact up to 6 inches of gravel base to 95% proctor. Place 4 inches thick compacted bituminous concrete. Finished walk to edge match the adjacent bituminous sidewalks and curbing.
- 13.1.10 Provide traffic control as needed and required by local police departments and RIDOT standard traffic control requirements. Develop and provide traffic control plans to requesting authorities.
- 13.1.11 Provide barricades or steel plates and signage as necessary to maintain roadways passable during work efforts and concrete base cure period.

13.2 **REFERENCE STANDARDS**

- 13.2.1 Except as otherwise specified herein, the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, RIDOT HMA Matrix road opening permit instructions, all addenda and supplements thereto, shall apply to materials and workmanship required for the work of this section. The Kent County Water Authority will make any final determination regarding any conflicts between the contract documents permits and the RIDOT Standard Specifications.
- 13.2.2 Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

13.3 **MATERIALS**

- 13.3.1 Calcium chloride shall conform to AASHTO M144, Type I or Type II.
- 13.3.2 All paving materials shall conform to part 300, 400, 500, M.03 and M.02 of the RIDOT standard specifications.



- 13.3.3 All materials furnished and placed under this item shall conform to RIDOT Specifications and RIDOT HMA Matrix.
- 13.3.4. Concrete for road base repairs shall be 2-5 day cure as required by RIDOT specifications, Parts: M.02, 500, 600, Class X(AE) 799/752 with DCI, 5000psi compressive strength, 2-5 Day cure.

13.4 **INSTALLATION**

- 13.4.1 Materials for pavement and concrete base shall be mixed, delivered, placed and compacted in accordance with the referenced RIDOT specification, Sections M.02, M.03, Part(S) 300, 400, 500, 600.
- 13.4.2 Whenever the sub-base becomes dry enough to cause dust problems, an approved method of stabilization consists of sprinkling or other methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides may be permitted with approval. Sprinkling to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds.
- 13.4.3 When the air temperature falls below 50 degrees F, extra precautions shall be taken in drying the aggregates, controlling the temperatures of the materials and placing and compacting the mixtures.
- 13.4.4 No mixtures shall be placed when the air temperature is below 40 degrees F, nor when the material on which the mixtures are to be placed contains frost or has a surface temperature not suitable to proper bonding.
- 13.4.5 No vehicular traffic or loads shall be permitted on the newly completed pavement or sidewalks until adequate stability has been attained and the material has cooled sufficiently to prevent distortion or loss of fines. If the climatic or other conditions warrant it, the period of time before opening to traffic may be extended at the discretion of the Kent Count Water Authority.
- 13.4.6 All pavement thickness referred to herein are compacted thickness. The Contractor shall place sufficient material to ensure that the specified thickness of pavement results.
- 13.4.7 Immediately before applying bituminous pavement, the entire area to be surfaced shall be cleaned of all loose materials.
- 13.4.8 Maintain pavement under this Contract during the two-year guarantee period. Promptly refill and repave areas, which have settled or are otherwise unsatisfactory for traffic to the satisfaction of the governing authority.

- 13.4.9 No pedestrian traffic or loads shall be permitted on the newly completed concrete sidewalks until adequate stability has been attained and the material has cured sufficiently to prevent distortion or impressions. If the climatic or other conditions warrant it, the period of time before opening to traffic may be extended at the discretion of the Kent Count Water Authority.
- 13.4.10 All locations shall be cut with a power saw on a true straight line. Subsidiary to this work shall be the application of emulsion bituminous brush coat material to all cut surfaces.
- 13.4.11 Within the limits of the paving adjust all manholes, catch basins, and gate boxes to proper grade. Backfill around the heads and up to the existing grades shall be made with concrete as required by state and local specifications. Furnish, install and compact up to 12 inches of gravel base to 95% proctor.
- 13.4.12 Provide and install, as necessary, asphalt tack coat(s), select leveling and filler aggregate to adjust the base or sub-base surface. Install binder and/or concrete base and asphalt binder course(s) to ensure surface course will be in close conformance with the lines, grades, and typical cross section in reference to the roadway designated for repair.
- 13.4.13 Provide, place, and compact a final full width 2-inch bituminous concrete surface course in accordance with RIDOT standard specifications. Prior to placement of the top course, the entire surface of the existing pavement along the saw cut, binder course, and any temporary placement, shall be swept clean and tack coated with a liquid asphalt emulsion compound.
- 13.4.14 All pavements shall be placed and compacted by steel-wheeled rollers of sufficient weight to thoroughly compact the bituminous concrete without damaging the existing pavement. The new pavement shall be rolled smooth and even. The final surface shall match the existing abutting pavement.
- 13.4.15 As the permit requires, the edges of all sawed joints shall be sealed either by Infrared sealing or using hot liquid asphalt sealing compound by pressure application equipment suitable to ensure the final seam between the old and new asphalt have been filled to refusal, so as to eliminate all voids or entrapped air and so as to not leave any unnecessary surplus sealer on the pavement. Hot liquid sealing is considered part of the repair work and no separate payment will be considered. Infrared sealing shall be on a case-by-case basis as authorized by KCWA and payment shall be at the per linear foot pricing.

## 13.5 **PAVEMENT MARKINGS**

- 13.5.1 Reline all disturbed or removed pavement markings with pavement markings equal in type and location as the markings that existed prior to resurfacing or paving. RIDOT standards and road permit requirements shall prevail.

### 13.6 **BITUMINOUS CONCRETE SIDEWALKS**

- 13.6.1 All materials furnished and placed under this item shall conform to RIDOT HMA Matrix and Standard Specifications.
- 13.6.2 Saw cut to full depth the area designated for repair. Remove all materials, including existing sidewalks encountered, to a depth of three inches below the level of the existing sidewalks. Fine grade and compact the supporting surface. Adjust gate /curb box(s) or other appurtenances to finished grade.
- 13.6.3 Furnish install and compact up to 6 inches of compacted gravel base. Place 4 inches thick compacted bituminous concrete. New bituminous concrete shall edge match the adjacent sidewalks.
- 13.6.4 The edges of all sawed joints shall be sealed by using hot liquid asphalt sealing compound by pressure application equipment suitable to ensure the final seam between the old and new asphalt have been filled to refusal, so as to eliminate all voids or entrapped air and so as to not leave any unnecessary surplus sealer on the pavement. Payment shall be at the per linear foot pricing.
- 13.6.5 Furnish and install loam and seed as necessary to restore landscaped areas.
- 13.6.6 Upon request and approval of the Kent Count Water Authority, raise and/or reset curbing.

### 13.7 **CONCRETE SIDEWALKS**

- 13.7.1 All materials furnished and placed under this item shall conform to State Specifications section 905, 600, M. 02 for 3000 PSI 3/4" sidewalk mix.
- 13.7.2 Saw cut to full depth the existing panels designated for repair. Remove all materials, including existing sidewalks encountered, to a depth of four inches below the level of the existing sidewalks. Fine grade and compact the supporting surface. Adjust gate boxes or other appurtenances to finished grade.
- 13.7.3 Furnish, install and compact up to 6 inches of gravel base. Place forms and install expansion joints to isolate new construction from the existing sidewalks. Place 4 inches thick cement concrete. Concrete shall be scored and finished to appear and match the adjacent sidewalks.
- 13.7.4 Remove Forms.
- 13.7.5 Furnish and install, loam and seed as necessary to restore landscaped areas.
- 13.7.6 Upon request and approval of the Kent Count Water Authority, raise and/or reset curbing.

13.8 **EMERGENCY TEMPORARY HOT PATCHING**

- 13.8.1 Neatly cut existing pavement on all sides.
- 13.8.2 Furnish, install and compact up to 12 inches of gravel base to 95% proctor. The subgrade shall be left free of loose asphalt, debris and excess moisture.
- 13.8.3 Place bituminous patch material in properly compacted two-inch lifts to achieve a maximum of 4 compacted inches. When completed, the patch shall be left flush with the existing roadway surface.

13.9 **OVERLAY PAVING**

- 13.9.1 With the exception of the curb line transition, keyways shall be cut at all intersecting transitions along the perimeter of the area to be paved. This provision shall also include driveways, sidewalks and intersecting streets.
- 13.9.2 Cold plane or grind an 18-inch pathway, a minimum of 1 inch in depth along the curb line. Remove and dispose of all waste materials. In areas where there is no backing for the curb pavement, provide and install loam and seed, or gravel transition as applicable for the surrounding conditions.
- 13.9.3 In areas of permanent top course paving, existing catch basins, manhole castings, and valve boxes shall be raised to the proper grade for permanent top course installation.
- 13.9.4 Install as required or directed by the KCWA, a leveling pavement course to restore the proper line and cross section of the existing pavement prior to installation of the permanent pavement overlay course.
- 13.9.5 Broom clean the entire area and install hot poured rubberized emulsified asphalt sealant tack coat meeting the requirements of Federal Specifications SS-S-1401 or SS-S-164.
- 13.9.6 Install full width 1 ½ inch thickness overlay top course within the perimeter lines designated for the pavement restoration.
- 13.9.7 Surface tolerances shall be tested using an approved 10-foot straight edge furnished by the contractor. The surface variation from the testing edge of the straight edge between any two contact points shall at no point exceed ¼ of an inch. All humps or depressions that exceed this tolerance shall be corrected by removing the defective work and replacing it with new material.

## 13.10 FINAL CLEANING

- 13.10.1 The contractor shall leave all project areas in a condition equal to that prior to the performance of the work.
- 13.10.2 Clean site, sweep paved areas, rake clean landscaped surfaces, remove and dispose of debris.
- 13.10.3 Remove and dispose of waste, surplus materials, rubbish, and any excess construction materials.
- 13.10.4 The Contractor shall restore or replace, when and as directed, any public or private property damaged by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall accomplish, as required, all necessary highway or driveway, walk, and landscaping work. Suitable materials, equipment and methods shall be used for such restoration. The restoration of existing property or structures shall be done as promptly, and as practicable, as work progresses, and shall not be left until the end of the contract period.
- 13.10.5 Contact the Kent County Water Authority and the responsible State or Local entity to conduct an inspection of the repair work.

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## ARTICLE 14. GUARANTEE

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- 14.1 The Bidders shall guarantee all work, services and materials furnished for a period of two years from the date of installation to be free from all defects resultant from faulty material or workmanship. The contractor shall promptly take necessary action to correct any deficiency and/or replace defective material to the satisfaction of the Kent County Water Authority. The Bidders further warrants that all material is in full conformance with the Material Purchase Documents and RIDOT Specifications.
- 14.2 The Bidders shall also guarantee any work performed shall not adversely affect the current or future drainage of properties located within the area that the work will be performed. The Bidders shall hold harmless the Kent County Water Authority from any claims resulting from the work performed and, the Bidders shall promptly make all repairs as necessary to remedy the situation to the requirements of the RIDOT, City and/or Town standards.
- 14.3 Any concrete/bituminous patch which is not formed, placed or installed in accordance with the contract documents and RIDOT specifications, or for any reason is out of alignment, not level or exhibits a defective surface or fails within the two year guarantee period shall be considered nonconforming with the intent of the contract and shall removed and renewed by the contractor at no additional expense to the Kent County Water Authority.

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## ARTICLE 15 QUANTITIES

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- 15.1 The quantities listed in the Bid are approximate and are given only for use in comparing Bids and to indicate approximately the total amount of the contract. The Kent County Water Authority 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 work involved, which cannot be predicted in advance. The actual quantity will be based on the actual work at the unit or lump sum bid prices. Each unit or lump sum price stated in the BID shall be considered to include all labor, materials, equipment, services, incidentals and appurtenant work required and necessary to satisfactorily complete the work specified in the RIDOT and contract document specifications for the Bituminous Concrete and Portland Cement Repair Services for Sidewalks and Roadways. The Kent County Water Authority expressly reserves the right to increase or decrease the quantities, as may be deemed necessary or desirable by the Kent County Water Authority. Such increases or decreases shall in no way affect this Contract, nor shall any such increases or decreases give cause for claims or liability for damages. No additional costs or claims for reimbursement will be accepted.

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## ARTICLE 16 PROGRESS OF WORK

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- 16.1 Only work requested by the Kent County Water Authority will be accepted as authorized work under this contract. The Contractor is not to proceed with any additional work without prior authorization from the Kent County Water Authority.
- 16.1.1 With the exception of emergency work, the contractor shall not proceed with any work in RIDOT maintained roadways without first making proper notification to the Kent County Water Authority a minimum of 72 hours prior to commencing the work and notifying the RIDOT, as described in the RIDOT permit requirements, a minimum of 48 hour prior to commencement of the work. Any work performed without proper notification will not be paid for by the Kent County Water Authority
- 16.2 The contractor shall pursue completion of any requested work in a continuous basis. Permanent patching shall be completed within 20 calendar days after the required waiting period for gravel base settling as set by the State or Local Authority. The Contractor shall provide a written project schedule a minimum of one week after receiving a purchase order identifying the sites authorized for repair. Noncompliance with the timeline for completion and provision of a written work schedule will be considered as contractor default and subject the contract to termination. Only properly documented prolonged unfavorable weather conditions or Kent County Water Authority direction that inhibits the contractor's ability to properly perform the work will be given consideration for noncompliance with the completion timeline.
- 16.3 Upon request, the contractor shall furnish information as to the location of work crews scheduling and status of work.

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## ARTICLE 17 BASIS OF PAYMENT

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- 17.1 Payment for road or sidewalk repair shall be at the unit or lump sum price on the Bid sheet to include all labor, equipment, traffic control devices, appliances, plant, materials, incidentals and performing all operations and reporting in connection with furnishing, installing, and construction of all Portland cement and bituminous concrete work and appurtenance work, complete, in place and accepted in accordance with these bid documents. A minimum payment of one square yard will be paid for any patches less than one square yard in size.
- 17.2 Payments for Bituminous and Portland cement patches shall be made according to the actual size of the cutouts based on measurements taken by the Kent County Water Authority. If a difference between the measurement taken by the contractor and the Kent County Water Authority, the Kent County Water Authority measurements shall prevail.
- 17.3 Invoices shall be submitted upon completion of each approved repair. Payment cannot be processed unless all required information is included with each invoice. Each invoice shall include:
- 17.3.1 The identification of the repair location including the street name, house number, state or local permit number.
  - 17.3.2 Actual measured size of patch and measurement of materials used as well as unit bid item price and total for each line item.
  - 17.3.3 Dates work was completed.
  - 17.3.4 Subtotal and Total price extensions.
  - 17.3.5 Letter of inspection and acceptance of the repair from the State or local entity responsible for the roadway.
  - 17.3.6 Copy of the KCWA Police Detail Work Report.
- 17.4 Police Traffic Control.
- 17.4.1 The Contractor shall notify Kent County Water Authority when police are to be used for traffic control. Contractor shall coordinate with the police for traffic details and complete the KCWA Police Detail Work Report. The KCWA Police Detail Work Report must be included for all invoices submitted by the contractor. Kent County Water Authority will pay the police direct based on police invoice and contractor documentation.

Kent County Water Authority

BID FORM TO  
KENT COUNTY WATER AUTHORITY  
ANNUAL BITUMINOUS CONCRETE AND PORTLAND  
CEMENT REPAIR SERVICES  
FOR SIDEWALKS AND ROADWAYS

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that they have carefully examined all the Documents and that they have informed themselves fully in regard to all conditions pertaining to the Work and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Documents of which this Bid Form is a part.

The undersigned hereby agrees to all items listed in the instructions to Bidders and technical specifications and will provide all material and services as accepted by the Kent County Water Authority in the Purchase Order to be provided to the lowest respective Bidders.

Bid prices must reflect adherence to the provisions of the State Labor Laws concerning payment of prevailing wage. The rates of pay set forth in these minimums shall be paid during the life of the contract.

The "quantities " listed in the bid form are approximate and are given 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 correspond therewith, but does call particular attention to uncertainty of the quantities of work involved. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the unit bid price. The Owner reserves the right to increase or decrease the approximate quantities, or to omit entirely, any item listed in the bid.

Hot mix asphalt materials shall conform to RIDOT HMA Matrix attached to this bid document.

The undersigned acknowledges receipt of addenda numbered:

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The undersigned acknowledges attending the pre-bid conference. In accordance with the above understanding, the undersigned proposes to furnish all services and materials, in its entirety in the manner and under the conditions required at the prices listed as follows:

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KENT COUNTY WATER AUTHORITY  
 ANNUAL BITUMINOUS CONCRETE AND PORTLAND  
 CEMENT REPAIR SERVICES  
 FOR SIDEWALKS AND ROADWAYS  
 BID SHEET

**ITEM NO. 1:** **BITUMINOUS ROAD REPAIR** (gravel base). Two (2) inches of bituminous concrete (surface) and two (2) inches of binder complete for a total of four (4) compacted inches with twelve inch gravel base and hot asphalt pressure seam seal per RIDOT specifications and contract documents:

<u>CATEGORY 1A</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Bituminous repair. gravel base	1500 S.Y.	\$ _____	\$ _____

Total Bid Price In Words \_\_\_\_\_

**ITEM NO. 2:** **BITUMINOUS ROAD REPAIR** (Rigid concrete road base). Two (2) inches of bituminous concrete (surface) and two (2) inches of binder, for a total of four (4) compacted inches and eight (8) inches of portland cement concrete base complete and hot asphalt pressure seam seal per RIDOT specifications and contract documents:

<u>CATEGORY 2A</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Bituminous repair Concrete base	1500 S.Y.	\$ _____	\$ _____

Total Bid Price In Words \_\_\_\_\_

**ITEM NO. 3:** **DRILL AND GROUT REINFORCING DOWELS** (Rigid concrete road base). No. 5 rebar installed and grouted in drilled holes of the existing concrete base complete per RIDOT specifications:

<u>CATEGORY 3A</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
No. 5 Dowels	100 EA.	\$ _____	\$ _____

Total Bid Price In Words \_\_\_\_\_

**ITEM NO. 4:** **BITUMINOUS ROAD REPAIR** Two inch compacted bituminous concrete base course lifts complete, placed upon request and prior approval of the Kent County Water Authority, when

necessary to match existing surface of the bituminous concrete roadway, when the thickness of the existing roadway exceeds the two inches of bituminous concrete (surface) and two (2) inches of binder (total four 4 compacted inches) noted in Bid Items 1 and 2 above:

<u>CATEGORY 4A</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Bituminous base. two inch course	300 S.Y.	\$ _____	\$ _____

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Total Bid Price In Words

**ITEM NO. 5:** **BITUMINOUS SIDEWALK REPAIR** (Flexible base). Match existing thickness of bituminous concrete surface complete (minimum 4 compacted inches) per RIDOT specifications and contract documents:

<u>CATEGORY 5A</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Bituminous sidewalk	100 S.Y.	\$ _____	\$ _____

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Total Bid Price In Words

**ITEM NO. 6:** **PORTLAND CEMENT CONCRETE SIDEWALK REPAIR** Portland cement concrete placed at the same thickness as the existing adjacent sidewalk complete (Four inch minimum thickness). per RIDOT specifications and contract documents. Thickness of driveway areas shall be the same as existing adjacent driveway area (Four inch minimum thickness):

<u>CATEGORY 6A</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Concrete sidewalk repair	50 S.Y.	\$ _____	\$ _____

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Total Bid Price In Words

**ITEM NO. 7:** **PORTLAND CEMENT CONCRETE** (Sidewalk and driveway repair) Portland cement concrete placed per cubic yard in excess of the requirement amount identified in Bid Item No. 6 complete:

<u>CATEGORY 7A</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Concrete driveway and sidewalk	50 C.Y.	\$ _____	\$ _____

Total Bid Price In Words

**ITEM NO. 8: CURBING (Material Only).**

<u>CATEGORY 8A</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Precast Concrete.	100 Linear feet.	\$ _____	\$ _____

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Total Bid Price In Words

<u>CATEGORY 8B</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Granite 5 Inch Thick	48 Linear feet.	\$ _____	\$ _____

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Total Bid Price In Words

<u>CATEGORY 8C</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Granite 6 Inch Thick	48 Linear feet.	\$ _____	\$ _____

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Total Bid Price In Words

<u>CATEGORY 8D</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Precast Concrete 2 foot return	2 ea.	\$ _____	\$ _____

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Total Bid Price In Words

<u>CATEGORY 8E</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Granite 2 foot return	2 ea.	\$ _____	\$ _____

Total Bid Price In Words

**ITEM NO. 9: RAISE AND RESET CONCRETE/GRANITE CURBING.** (only upon request and prior approval of the Kent County Water Authority). Raise and reset curbing complete:

<u>CATEGORY 9A</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Raise/reset curbing	100 Linear feet.	\$ _____	\$ _____

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Total Bid Price In Words

**ITEM NO. 10: GRAVEL BASE.** (Only upon request and/or emergency request and prior approval of the Kent County Water Authority). Furnish place compact gravel base complete, beyond amounts indicated in the contract document specifications.

<u>CATEGORY 10A</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Gravel Base	100 C.Y	\$ _____	\$ _____

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Total Bid Price In Words

**ITEM NO. 11: INFRARED SEALING** (Only upon request and prior approval of the Kent County Water Authority). Conduct infrared seam sealing complete per the RIDOT specifications and contract documents:

<u>CATEGORY 11A</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Infrared sealing	400 Linear feet.	\$ _____	\$ _____

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Total Bid Price In Words

**ITEM NO. 12: PRESSURIZED HOT ASPHALT SEAM SEALING** (Only upon request and prior approval of the Kent County Water Authority). Conduct pressurized hot asphalt seam sealing complete per the RIDOT specifications and contract documents:

<u>CATEGORY 12A</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Pressurized hot Asphalt sealing	400 Linear feet.	\$ _____	\$ _____

Total Bid Price In Words

**ITEM NO. 13: EMERGENCY TEMPORARY HOT PATCH ROAD REPAIR** Upon emergency request respond within a 24 hour period and install 12 inch compacted gravel base and Class I-1 bituminous concrete trench patch in 2 inch compacted lifts complete, to a maximum of 4 compacted inches, per section 410 of the RIDOT specifications and contract documents:

<u>CATEGORY 13A</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Emergency temporary Hot patch	1500 SY.	\$ _____	\$ _____

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Total Bid Price In Words

**ITEM NO. 14: OVERLAY PAVEMENT** Class I-1 bituminous concrete 1 ½ overlay pavement shall be measured and paid for by the square yard including, but not limited to all labor, materials, frame and box adjustments, sweeping, tack coat, key cutting and grinding. All work shall be in accordance with RIDOT specifications and contract documents:

<u>CATEGORY 14A</u>	<u>EST. QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Overlay pavement	500 SY.	\$ _____	\$ _____

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Total Bid Price In Words

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Total Base Bid Price Items 1-14

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Total Base Bid Price In Words Items 1-14

**Because the work will occur in several cities and towns the Contractor will be required to coordinate for traffic control by Police and complete KCWA Police Detail Work Report. KCWA will pay invoiced amounts from the police department as supported by contractor documentation on the KCWA Police Detail Work Report.**

All asphalt hot mix shall conform to RIDOT HMA Matrix attached to this bid document.

The names and residences of all persons and parties interested in the foregoing Bid and principals are as follows:

(Give first and last names in full. In the case of a corporation, or partnership, see Article 6 of the Instructions to Bidders.)

\_\_\_\_\_  
\_\_\_\_\_  
Notice of acceptance should be mailed, telegraphed, or delivered to the undersigned Bidders at the following address:

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

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

Date \_\_\_\_\_

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

#### REFERENCE INFORMATION PERTAINING TO ARTICLE 1

Provide references covering the previous five years from utility, agency or municipality in which the Bidder has been the prime contractor and has successfully completed sidewalk and roadway trench patch services similar to the work required in the bid documents and RIDOT specifications within the past two years. Specifically work within state, city and town right of ways.

1. Contracting Party Name: \_\_\_\_\_ Contract Amount \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Year(s) provided services \_\_\_\_\_

2. Contracting Party Name: \_\_\_\_\_ Contract Amount \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Year(s) provided services \_\_\_\_\_

3. Contracting Party Name: \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_  
Year(s) provided services \_\_\_\_\_
4. Contracting Party Name: \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_  
Year(s) provided services \_\_\_\_\_
5. Contracting Party Name: \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_  
Year(s) provided services \_\_\_\_\_
6. Contracting Party Name: \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_  
Year(s) provided services \_\_\_\_\_
7. Contracting Party Name: \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_  
Year(s) provided services \_\_\_\_\_
8. Contracting Party Name: \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_  
Year(s) provided services \_\_\_\_\_

Provide a complete listing of equipment owned by the bidder available for this contract including make, model, capacity and age.

Equipment \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(add sheets as necessary)



## RIDOT HMA Matrix

	Old Designation <sup>1</sup>	New Designation <sup>1</sup>	Typical Lift Thickness <sup>3</sup>			Typical Use	Differences/Similarities
			Inches		Millimeters		
			Min.	Max.	Min. Max.		
Dense Base Courses	Marshall	Class NMA5					
	Base Modified Base <sup>2</sup> Binder <sup>2</sup>	Class 19	2.25	4	57	102	Asphalt contents and gradation are similar. Allowable RAP contents are same. Asphalt grades are similar (non-polymer modified)
	Modified Binder <sup>2</sup> Bridge Binder <sup>2</sup>	Class 12.5	2	3	51	76	Asphalt contents and gradation are nearly the same. Asphalt grades are similar (non-polymer modified) Polymer/rubber modified binder may be used for surface courses.
	Class I-1						Asphalt contents and gradation are similar. Polymer/rubber modified binder may be used for surface courses and should always be used for bridge decks.
Dense Surface Courses	Class I-2	Class 9.5	1.5	2.25	38	57	Asphalt contents and gradation are similar. Polymer/rubber modified binder may be used for surface courses and should always be used for bridge decks.
		Class 4.75	0.75	1.25	19	32	No Marshall comparison.
Special Courses & Others	Modified Friction <sup>2</sup>	Friction (FC)	1.25			32	Currently a Marshall Design, will change to a hybrid design
	Ramp Friction	PPEST	1			25	Hybrid design with similar results to Marshall.
		SMA	Varies with NMA5				

HMA = Hot Mix Asphalt, NMA5 = Nominal Maximum Aggregate Size, FC = Friction Course, PPEST = Paver Placed Elastomeric Surface Treatment, SMA = Stone Matrix Asphalt

**Notes:**

1. New designations shall be used.
2. The term "binder" should only be used to mean liquid asphalt. The term "modified" will refer to the polymer/rubber modification of binder. Other additives for binder will be referred to in the specification (i.e. WMA, anti-stripping, etc.). Polymer/rubber modified binders will require more effort for compaction in the field, especially when the temperature differential between mixing and ambient temperatures is greatest.
3. Minimum lift thickness may be calculated as 3 times the NMA5, but 4 times the NMA5 is recommended. For example: Superpave 12.5mm, 4 x 12.5mm = 50 mm or 2 inches as a lift thickness (this rule excludes special courses). In general, using more lifts will provide for a smoother pavement and the largest NMA5 should be used for each lift.
4. "Class" will refer to dense HMA courses. "Class" is followed by a number representing the NMA5 of the mix in millimeters.