

**TOWN OF BARRINGTON
RHODE ISLAND**

**ROADWAY RESURFACING
HIGH SCHOOL BUS ACCESS ROAD**

July 2017

GENERAL INFORMATION

Sealed competitive bids for resurfacing of various streets in the Town of Barrington will be received by the Director of Public Works at the address below until 10:00 AM on Monday July, 24, 2017 at which time the bids will be opened and read in public.

Proposals must be submitted in a sealed envelope and addressed to:

Director of Public Works
Town of Barrington Department of Public Works
84 Upland Way
Barrington, RI 02806

The front of the sealed envelope must be clearly marked "Roadway Resurfacing".

Specifications may be obtained on July 5, 2017 at the Barrington Department of Public Works, 84 Upland Way, Barrington, RI.

Bids received after the time and date specified above will not be considered.

Each bidder must submit with their bid a bid deposit equal to five percent (5%) of the amount of the bid. The bid deposit may be in the form of a certified check, bank treasurers or cashier's check, or a bid bond from a responsible surety company licensed to do business in the State of Rhode Island. This sum will be retained as liquidated damages for compliance failure.

To secure performance of the contract, the successful bidder will be required to submit within five (5) working days of notice of award of the contract a Performance and Payment Bond with sureties satisfactory to the Town, in the amount of 100% of the contract value. The bond shall be furnished by a responsible surety company authorized to do business in the State of Rhode Island.

Bids which are incomplete, not properly endorsed or signed, may be rejected as informal by the Awarding Authority.

The Town of Barrington reserves the right to reject any or all bids, if it is in the public interest to do so.

The Department of Public Works is accessible to the disabled. Individuals requiring any accommodations for disabilities must notify the Public Works office at 247-1907 EXT 0 (Barrington Public Library TDD, 247-3750), in advance of the meeting date.

INSTRUCTION TO BIDDERS

Contractors Contractor is to submit one total price for bid.

Notice to Bidders Attention is directed to the fact that these instructions and bid forms are for the convenience of prospective bidders.

Bid Forms All bids shall be submitted on forms furnished by the Town. A copy of this form is included in this document.

Bid forms shall be completely filled in. Bids which are incomplete, conditional or obscure, or which contain any addition not called for, may be invalid; and the Awarding Authority may reject every such bid.

The Awarding Authority may consider as informal any bid submitted by a bidder on which there is an alteration of, or departure from the bid form hereto attached.

The Contract will be based upon the complete work according to the specifications and/or drawings, together with all addenda thereto and any alternates (if specified) which may be accepted by the Awarding Authority.

Interpretations No oral interpretations will be made to any bidder as to the meaning of the specifications. Every interpretation made to a bidder will be in the form of an addendum to the specifications, which, if issued, will be sent as promptly as is practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract documents. Failure of the Project Coordinators to send, or any bidder to receive any such interpretation shall not relieve the bidder from any obligation under his bid as submitted.

Examination of Site Each bidder, whenever possible, shall visit the site of the proposed work and fully acquaint himself with conditions as they exist so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under his Contract. Bidders shall also thoroughly examine and be familiar with the specifications. The failure of any bidder to review or examine any instrument or document, or to visit the site and acquaint himself with existing conditions, shall in no way relieve any bidder from any obligation with respect to his bid.

Alternative Bids Alternative bids will not be considered unless called for by the Awarding Authority.

Time for Receiving Bids Bids shall be received by the Awarding Authority prior to the time and at the place established in GENERAL INFORMATION.

Bids received prior to the time established herein for delivery will be securely kept unopened. The Director of Public Works, whose duty it is to receive and to open all bids, will decide when the specified time as arrived for the receipt of bids. At the time established, bids will be opened and read aloud. No bid received after the time established for delivery and opening of bids will be considered. No responsibility will be attached to any officer for premature opening of a bid not properly identified.

Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidders shall secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened; and, so far as practicable, make due allowance for possible delays.

Award of Contract The Contract will be awarded to the lowest responsible and eligible bidder on the basis of competitive bids.

The Awarding Authority for this Contract is the Department of Public Works, Town of Barrington, Rhode Island and it reserves the right to reject any or all bids, if it be in the public interest to do so.

In determining the “lowest responsible and eligible bidder,” the following elements will be considered: Whether the bidder involved; (1) has previously failed to perform properly or to complete on time contracts of a similar nature; (2) is not in a position to perform the contract or has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material men or employees; (3) maintains a permanent place of business; (4) has adequate plant equipment available to do the work properly and expeditiously; (5) has suitable financial resources to meet the obligations incident to the work; and (6) has appropriate technical experience. The words “Lowest Responsible and Eligible Bidder” shall mean the bidder whose bid is the lowest of those bidders possessing skill, ability, and integrity necessary to the faithful performance of the work and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

Performance Bond & Execution of Contract The successful bidder shall furnish a Labor Payment Bond in the penal sum of 100% of the total amount payable under the terms of the Contract, with Surety Company qualified to do business under the Law of the State of Rhode Island and to be approved by the Awarding Authority. The successful bidder shall execute a contract with the Awarding Authority in such number of counterparts as the Awarding Authority may request.

Such Performance Bond shall be furnished and such contract shall be executed within five days, Saturdays, Sundays, and legal holidays excluded, after the presentation of the contract by the Awarding Authority.

The performance shall include the guarantee to maintain all portions of the work under the Contract for a period of one year from the date of acceptance of the work and to repair or replace any work caused by defects of materials or workmanship.

Bid Guarantee Bids must be accompanied by a bid deposit in the amount indicated in this Contract. At the option of the bidder, the bid deposit may be bid bond, certified check, or a treasurer’s or cashier’s check issued by a responsible bank or trust company payable to the Town of Barrington. No bid will be considered unless it is so guaranteed. The bid deposit shall insure the execution of the contract and the furnishing of the Performance Bond by the successful bidder. If any bidder fails to execute a contract and furnish the required Labor Payment Bond as stated in his bid, his deposit shall become the property of the Awarding Authority, as liquidated damages.

Sales Tax Bidders are advised that the Town of Barrington is exempt from payment of the Rhode Island Sales Tax. Therefore, bidders shall make no allowance for said sales tax in the bid price.

GENERAL PROVISIONS

Permits, Fees, and Notices The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution of the work.

The Contractor shall give all notices and comply with all Laws, Ordinances, Rules, Regulations and Orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the contract documents are at variance therewith in any respect, he shall promptly notify the Town in writing, and the necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to such Law, Ordinance, Rule, and Regulation, and without such notice to the Engineer, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

Insurance

Indemnification. The Contractor will be required to defend, indemnify and hold harmless the Town of Barrington, its officers, employees, and lawful agents from suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor or its subcontractors, or on account of, or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor.

Liability Insurance. The Contractor will be required to procure and maintain at its own expense until final acceptance of work, insurance liability for damages imposed by law, of the kinds and in the amounts specified, with insurance companies authorized to do business in the State of Rhode Island. The insurance shall cover all operations under the Contract, whether performed by the Contractor or by subcontractors. Before commencing the work, the Contractor shall furnish certificates of insurance in the form satisfactory to the Town certifying that the policies will not be changed or canceled until 30-days written notice has been given to the Town. The types and limits of insurance are as follows:

- **Workers Compensation Insurance.** Coverage shall be in accordance with prevailing laws of the State of Rhode Island.
- **Liability and Property Damage Insurance.** Coverage's shall be in the following amounts:
 - (a) Bodily injury liability:
\$500,000 each person
\$1,000,000 each occurrence
 - (b) Property damage liability:
\$500,000 each occurrence
\$1,000,000 aggregate

Completion Date Work for this Contract will be completed and accepted by the Town on or before November 10, 2017. Failure to complete the project on time will result in liquidated damages as described in Section 108.08 “Failure to Complete on Time” of the State of Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.

Priority work should be given to High School bus access road project as well as Lincoln Avenue and Federal Road.

Protecting Persons and Property The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Contractor shall comply with all applicable Laws, Ordinances, Rules, Regulations, and orders of any public authority having jurisdiction for the safety of persons and/or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and notifying the Town and users of adjacent facilities.

Scope of Work

Work under this contract includes roadway improvements and resurfacing on the following streets within the Town of Barrington, Rhode Island:

| | |
|-------------------------------------|---|
| Anoka Ave. | *Lincoln Ave. - Washington to Peck – Pole 32 to County |
| Anthony Rd. | Old River Rd. |
| Appian Way | Prince’s Hill Ave. Abby to Dead End – Foote to Sullivan |
| Bayberry Lane | Stanhope Dr. |
| Broadview Dr. | Woodland Rd. |
| Cedar Ave. | |
| Crown Ave. - Washington to Howard | |
| Elm Lane | |
| *Federal Rd. | |
| Ferncliff Rd. | |
| Glenfield Rd. | |
| Half Mile Rd. | |
| Hawthorne Ave. - pole 10 to Melrose | |
| Howard St. - Crown to Fountain | |

*Federal Road and Lincoln Avenue

*Work shall include the replacement of asphalt curbing, i.e. Cape Cod style berm, along sidewalk edges as well as areas of curbing along grassed areas. The contractor shall repair asphalt sidewalks where damaged. The contractor shall re-stripe roadways, including double yellow center line, existing crosswalks, gutter line / edge of roadway or any other existing roadway markings.

*Federal Road – contractor to asphalt small parking area across from Public Safety Building which is currently graveled.

High School – Bus access road - parking lot to Federal Rd. – See attached specifications and plans.

Work included will be all necessary to complete the improvements as noted in the contract documents and as directed by the Town. There will be only pavement reclamation except at the High School. More specifically, work will include pavement reclamation, grading and compacting the gravel base, paving with 1 ½ inch bituminous surface course on 1½ inch bituminous base course, adjusting utility structures to grade, and all other incidentals required to complete the work to the satisfaction of the Town. There will be a 2” surface course on Lincoln Avenue and Federal Road.

All work under this Contract shall be completed in accordance with the Rhode Island Standard Details. All work is to be done in accordance with the State of Rhode Island, Department of Transportation (RIDOT) Standard Specifications for Road and Bridge Construction, 2004 Edition, including all corrections, all issued compilation of Approved Specifications, and addendum to date (reference the RIDOT web site), and all General Provisions and Special Provisions contained in this contract document. All striping and all work zone traffic control shall be in accordance with the Manual on Uniform Traffic Control Devices, 2003 Edition including all addenda to date.

All payment shall be as specified on the Bid Form. All references to Method of Measurement and Basis of Payment contained within the Standard Specifications are to be disregarded.

The total price will include scarifying, pulverizing and mixing the existing pavement, blending with gravel borrow, and spreading, compacting, rolling, and reshaping the blended material to the depths indicated above, trimming and fine grading, field control and construction layout (to ensure proper grade and prevent runoff from ponding) , water for compaction control, water for dust control, calcium chloride for dust control or as directed by the Engineer. This shall include the removing and resetting of any existing roadway edging (landscape timbers, curb, asphalt curbing) or other side of road features that are disturbed by the reclamation process. This item shall also include the loaming and seeding of existing grassed areas disturbed by the Contractor during the construction of this project so as to be similar in all respects to the area prior to construction. Also included in this item is the restoration of crushed stone driveways and the installation of baled hay erosion check. It shall also include cost of labor, tools, equipment, materials (except as noted herein) and all other work necessary to satisfactorily complete the work.

The total price will include the lowering of all water and gas gates, and the removal of all manhole and catch basin frames, grates, and covers. Additionally, the bid price will include all compensation for material, placement and subsequent removal of required temporary covers and structures and restoration of all drainage and utility structures to the top of the base course (the surface upon which the bituminous concrete surface course is to be placed). All other incidentals required to finish the work, complete and accepted by the Engineer.

This item shall also include removal, loading, hauling, and disposal of any excess or recycled material which shall become the property of the Contractor. The Contractor shall provide a proper dumpsite for disposal.

Final adjustment of all drainage and utility structures to the top of the bituminous concrete surface course (finish grade) shall be paid for under the applicable terms in this contract.

The price of Bituminous Surface Course Class I-1 shall also include the supply and application of the asphalt emulsion tack coat over the entire surface of the bituminous base course.

Work Schedule Work on this project is restricted to normal 8-hour day, 5-day week, with the Prime Contractor and all Subcontractors working on the same shift. The Contractor must complete all required work on this project before November 10, 2017.

No work shall be done on Saturdays, Sundays or Holidays, unless authorized by the Town. Work will not be allowed the day before or the day after a long weekend which involves a holiday without prior approval of the Engineer.

The Contractor shall coordinate all traffic management operations by notifying the Engineer and local Town officials, and shall receive approval from the Town before proceeding.

Special Reclamation Requirements The Contractor is required to place the bituminous base course within seventy two (72) hours from the time of completion of reclaiming of the roadway. Failure to comply will result in a daily charge to be deducted from monies due the contractor. The charge for this contract will be \$5,000.00 per day.

Maintenance and Protection of Traffic The Contractor is required to provide safe and convenient access to all abutters during construction. Fire apparatus and emergency vehicle access shall be maintained at all times.

The Contractor shall supply all necessary safety equipment, flag personnel, and traffic control devices to adequately protect both workers and the public within the work zone. All work zone traffic control shall be installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2003 Edition.

Uniformed police officers as deemed necessary by the Town for control and direction of both vehicular and pedestrian traffic within the limits of the project shall be paid for on the basis of actual cost as submitted by the Contractor in the form of a bill of lading from the local police department.

Traffic movement is to be maintained and controlled during working hours. During non-working hours, including evenings, weekends, and holidays, the Contractor must maintain a minimum of two ten (10) foot wide travel lanes, one in each direction, open to traffic. Traffic control devices no longer in use shall be removed or covered.

Protection of Utilities and Properties The Contractor shall verify the exact location of all existing utilities, both underground and overhead before commencing work in accordance with the "Dig Safe Law" enacted by R.I. Legislature Bill No. 795-291, which became effective July 1, 1979. The Contractor should also understand that not all utilities subscribe to the Dig Safe Program. It is the Contractor's responsibility to ensure that all utilities have been properly marked in the field. He agrees to be fully responsible for any and all damages which might be occasioned by his failure to exactly locate and preserve any and all utilities.

Material Removed and Discarded All excess material, unless noted otherwise, shall become the property of the Contractor and shall be legally disposed of by the Contractor.

Payment for this work shall be included in the respective bid.

Prevailing Wage Rates In accordance with R.I.G.L. Title 37, chapter 13, the prevailing rate of wages for laborers and mechanics employed by the contractors and/or subcontractors shall not be less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the Director of Labor. Certified payrolls must be submitted to the Engineer at the end of the respective month worked.

Pavement Reclamation It is the intent of the pavement reclamation process to apply a new 1 ½ inch bituminous surface course on 1 ½ inch bituminous base course over the compacted reclaimed base course that results in a smooth free draining roadway. There will be a 2" surface course on Lincoln Avenue and Federal Road. The sequence of operation to accomplish this goal shall be as follows:

The desired roadway crown shall be created as directed by and to the satisfaction of the Engineer, and all existing drainage or sewer structures, gas or water roadway boxes or any other roadway utilities shall be adjusted to grade as previously specified. A 1 ½" bituminous base course shall be placed at proper grade and slope for the full width of pavement. An asphalt emulsion tack coat shall be applied at the rate of 0.05 gallons per square yard immediately prior to placing the 1 ½ inch bituminous

concrete surface course Class I-1. The cost for asphalt emulsion tack coat shall be included in the bid item. There will be a 2” surface course on Lincoln Avenue and Federal Road.

Construction Specifications All materials, construction and workmanship shall conform to the latest Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.

State Approved Plant The Contractor is required to obtain materials from a State approved source. A certificate of compliance from the asphalt plant must be provided to the Town. The certificate must show the product name, date, time, plant name/address and the plant’s agent name and signature.

Claims for Adjustments and Disputes If the Contractor deems that additional compensation is due for work or material not clearly covered in the contract, the Contractor shall notify both the Engineer and the Chief of Construction Operations (RIDOT) in writing of its intention to make claim for such additional compensation before or beginning or continuing the affected work; also the Contractor shall proceed diligently with performance of the contract pending final resolution of any request for relief, payment, claim, appeal or action arising under the contract, and comply with any decisions of the Engineer. If such notification is not given, or the Contractor does not afford the Engineer proper facilities for keeping strict account of the actual costs, the Contractor thereby waives any claim for additional compensation. Notice by the Contractor, and the fact that the Engineer has kept account of the costs, shall not be construed as substantiating the validity of the claim.

Testing The Town of Barrington reserves the right to conduct tests on the asphalt product to confirm conformance to specifications. **If sub-standard asphalt material is discovered, the Contractor shall remove and replace with specified asphalt at no cost to the Town.**

RECLAIMED PAVEMENT FOR BASE COURSE AND/OR SUB-BASE

SCOPE OF WORK

It is the intent of the pavement reclamation process to reconstruct and reshape the existing roadway structure such that the finished facility provides a stable roadway base with a smooth profile and free draining cross slope.

The work shall consist of in-place manufacturing of an asphalt stabilized base course; fine grading, compacting and preparing the existing roadway for the placing of a new bituminous concrete surface.

CONSTRUCTION METHODS

Prior to the start of Pavement “Rehabilitation/Recycling” all water and gas gates are to be lowered. All manholes and catch basin frames, grates and covers are to be removed. The structures are to be covered with temporary steel plates that shall overhang the structure opening by a minimum of one foot on all sides. The plates shall be of adequate strength to accommodate truck and construction equipment loading. The voids remaining after utility gates or drainage structures are lowered are to be filled with gravel borrow material conforming to the requirements of Table I, Column I of subsection M.01.09 of the Rhode Island Standard Specifications.

The existing full flexible pavement structure and predetermined depth of the underlying base materials shall be crushed and/or pulverized simultaneously with impact crushing or pulverizing/hammer mill equipment. This simultaneous crushing/pulverizing shall blend the asphalt and base materials into a homogenous mass until the increased fractured faces of the aggregate and the residual asphalt cement acquired from the existing pavement sections forms the desired dense base course as specified below.

The crushed /pulverized material shall meet the following gradation:

| <u>Sieve Designation</u> | <u>Percent by Passing Weight</u> |
|--------------------------|----------------------------------|
| 3” | 100 |
| 1 ½” | 70-90 |
| ¾” | 55-85 |
| #4 | 40-75 |
| #40 | 10-30 |
| #200 | 2-10 |
| Residual Asphalt Content | 2 min. |

After the material has been thoroughly worked as described in the above paragraph, it shall be shaped and graded to the required lines and elevations. Water shall be applied during the entire operation, as necessary, to ensure optimum moisture content at the time of compaction. The restored cross-section shall be thoroughly compacted to a dense consolidated mass to not less than 95% of the maximum dry density of the material as determined by the Standard ASTM p-1557, D(Proctor Test) at optimum moisture content. The finished pavement shall be tested for smoothness and accuracy of grade and if any portion is found to lack required smoothness or accuracy, such portion shall be re-scarified,

reshaped, re-compacted and otherwise manipulated until the required smoothness and accuracy are obtained. The finished surfaces shall be even and true and shall conform to the proposed cross section detail with maximum irregularity not exceeding ¼” in ten foot longitudinally.

The Contractor is responsible for all control to achieve the desired crown as shown on the plans and is also responsible for insuring the proper free drainage of all reconstructed areas, as follows:

To insure the finish roadway surface is constructed to generally match the original profile grade or as directed by the Town to prevent ponding of runoff, the Contractor shall take existing centerlines and gutter grades at fifty-foot intervals within the pavement reclamation area. Grades shall be recorded in standard field books. Benchmarks shall be assumed. Stationing of the center lines shall be established in the field and tied into any physical object, i.e., telephone poles, catch basins, etc., such that stationing can be reproduced and grade pins can be set following the pavement reclamation process. Finish grades set on grade pins shall be the existing grades taken and recorded prior to the reclamation process. As the trimming and fine grading process proceeds, the contractor shall adjust grades as required to ensure a smooth profile and proper cross slope.

In general, equipment such as rear mounted ripper crushers and cold milling or stabilizing road machines, which are designed to mill or shred the existing bituminous concrete pavement structure, rather than crush and fracture it, are not considered capable of achieving the desired specifications. The above-mentioned machines also encounter great difficulty in reducing oversize cobbles that often occur in the base materials. It is the responsibility of the Contractor to assure himself that the equipment and construction methods he intends to use are capable of complying with these project specifications. The Contractor is required to identify specific equipment to be used on the project.

OBLIGATIONS OF THE CONTRACTOR

The Contractor shall maintain an agreed upon schedule subject to severe weather conditions. The Contractor shall have sufficient back-up equipment available to him in the event of breakdown. The Contractor shall have a supervisor or foreman available to direct operations and report to the Town of Barrington or its designee any problems and progress.

RECLAIMED PAVEMENT FOR BASE COURSE AND/OR SUB-BASE

The work shall consist of manufacturing an asphalt stabilized base course to include the full asphalt structure to a depth of approximately three (3) inches and an additional six (6±) inches of the underlying base materials to produce a total of nine (9±) inches of recycled materials, at a 2:1 ratio. The Contractor shall be responsible for dust control.

The total price shall include scarifying, pulverizing and mixing the existing pavement, blending with gravel borrow, and spreading, compacting, rolling, and reshaping the blended material to the depths indicated above, trimming and fine grading, field control and construction layout (to ensure proper grade and prevent runoff from ponding) , water for compaction control, water for dust control, calcium chloride for dust control or as directed by the Engineer. This shall include the removing and resetting of any existing roadway edging (landscape timbers, curb, asphalt curbing) or other side of road features that are disturbed by the reclamation process. This item shall also include the loaming and seeding of existing grassed areas disturbed by the Contractor during the construction of this project so as to be similar in all respects to the area prior to construction. Also included in this item is the

restoration of crushed stone driveways and the installation of baled hay erosion check. It shall also include cost of labor, tools, equipment, materials (except as noted herein) and all other work necessary to satisfactorily complete the work.

The total price shall include the lowering of all water and gas gates, and the removal of all manhole and catch basin frames, grates, and covers. Additionally, the bid price will include all compensation for material, placement and subsequent removal of required temporary covers and structures and restoration of all drainage and utility structures to the top of the base course (the surface upon which the bituminous concrete surface course is to be placed). All other incidentals required to finish the work, complete and accepted by the Engineer.

This item shall also include removal, loading, hauling, and disposal of any excess or recycled material which shall become the property of the Contractor. The Contractor shall provide a proper dumpsite for disposal.

Final adjustment of all drainage and utility structures to the top of the bituminous concrete surface course (finish grade) shall be included in bid price.

BID FORM

The undersigned bidder has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work, has carefully examined the plans, the State of Rhode Island Standard Specifications for road and Bridge Construction, with latest revisions and supplements to date of contract, which are acknowledged to be a part of this proposal, the special provisions, the bid form, the form of contract agreement, and the form of contract bond, and thoroughly understands their stipulations, requirements and provisions.

The undersigned bidder has determined the quality and quantity of equipment and materials required, has investigated the location and determined the sources of supply of materials required, has investigated labor conditions, and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder hereby agrees to be bound by the award of the contract and if awarded the contract on this Proposal to execute within ten (10) days after notice of award the required contract agreement and the required contract bond, of which contract this Proposal, the plans for the work, and the specifications as above indicated, shall be a part.

The undersigned bidder further agrees to provide all necessary equipment, tools, labor, incidentals and other means of construction to do all the work and furnish all materials of the specified requirements which are necessary to complete the work in accordance with the proposal, the plans and the specifications and agrees to accept therefore, as payment in full, the unit prices for the various items described in the specifications and set forth in the Proposal. Any "extra" or "force account work" will be paid for as set forth in Subsection 109.04, differing site conditions, changes, extra work and force account work, of the Standard Specifications and the undersigned bidder hereby agrees to accept payment therefore as stated therein.

The undersigned bidder declares that this Proposal is made without connection with any other person or persons making proposals for the same work, and is in all respects fair and without collusion or fraud. The undersigned bidder submits herewith, a proposal guarantee in the form of a bid bond in favor of the Town of Barrington in the amount of 5% of the total or gross sum of the bid and agrees and consents that the proposal guarantee shall be forfeited to the Town as liquidated damages if the required contract agreement and contract bond are not executed within ten (10) days of the notice of award. All surety companies must be listed with The Department of the Treasury, Fiscal Services, Circular 570, (Latest Revision published by The federal Register). The Town reserves the right to retain the surety of all bidders until the successful bidder enters into the Contract or until such time as the award or cancellation of the Contract is announced at which point Sureties will be returned to all bidders by the Town of Barrington. The undersigned bidder further agrees, if awarded the contract on this proposal to begin work within ten (10) calendar days after the date of execution of the contract unless otherwise specified under special provisions or permitted by the Director of Public Works, and further agrees to complete the work on or before November 10, 2017.

Bid of _____, doing
business as a

_____,
indicate which; (a Corporation)(a joint venture)(an individual)(a partnership)hereinafter called the
“Bidder”, organized and existing under the laws of the State of RHODE ISLAND; to the Town of
Barrington, a municipal Corporation duly organized by law and located in the County of Bristol, in the
State of Rhode Island, hereinafter called the “Town”.

Respectfully submitted,

By_____

Title_____Date_____

Business Address: _____

BID FORM

Please include High School Access Road in TOTAL PRICE and also list the cost of the High School Access Road separately.

TOTAL PRICE \$ _____

High School Access Road \$ _____

PROPOSAL OF _____
Company

BY _____
Name and Title

PHONE _____

DATE: _____

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
(Un-sworn Declaration)**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of the contract for this work, that there be filed an un-sworn declaration executed by, on behalf of, the person, firm, association, or corporation submitting the bid certifying that such persons, firm, association, or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This un-sworn statement shall be in the form of a declaration executed under penalty of perjury under the laws of the United States.

The person, firm, association, or corporation submitting the bid [under 23 U.S.C.112(c)] has the option to sign either:

- (a) the Sworn Affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths; or
- (b) the Un-sworn Declaration executed under penalty of perjury under the laws of the United States [as allowed by 28 U.S.C. 1746].

A bidder will not be considered for award of contract under this invitation for bids unless such bidder completes either the un-sworn declaration prescribed below or the sworn affidavit

PLEASE NOTE: CONTRACTOR TO COMPLETE ONLY ONE (1) CERTIFICATION STATEMENT. DO NOT SIGN BOTH STATEMENTS.

To the: Town of Barrington

State of _____

County of _____

I, _____ (name of party signing declaration) _____
(Title), under penalty of perjury under the laws of the United States, do depose and say:

On behalf of _____ (name of Contractor), of

_____ that said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Town of Barrington, Resurfacing Project.

Contractor: _____

Signature: _____