



Town of South Kingstown, Rhode Island

180 High Street
Wakefield, RI 02879
Tel. 401-789-9331

FINANCE DEPARTMENT

INVITATION TO BID PAVEMENT RECLAMATION & OVERLAY PROGRAM BID #SK0079PS

The Town of South Kingstown will accept sealed bids for the above referenced in the Finance Department, addressed to: Julie A. Mason, Procurement Administrator, 180 High Street, Wakefield, RI 02879, not later than **11:00 A.M. on August 22, 2025**, and will then be publicly opened and read aloud.

NO BIDS WILL BE ACCEPTED AFTER THE 11:00 AM DEADLINE.

The bids will be awarded on the basis of the lowest evaluated or responsive bidder pursuant to R.I.G.L. 45-55-5. "Competitive Sealed Bidding". Firms interested in submitting a bid may register on-line to download and print bid packages. For further details please visit: <http://www.southkingstownri.gov/165/Invitations-to-Bid>

For question related to this bid please contact Julie A. Mason, Procurement Administrator, by email: jmason@southkingstownri.gov .

Individuals requesting American Sign Language Interpreters or CART service must call the Town Clerk's Office at (401)789-9331 at least seventy-two (72) hours in advance of the bid opening date.



TOWN OF SOUTH KINGSTOWN

DEPARTMENT OF PUBLIC SERVICES
509 COMMODORE PERRY HIGHWAY
WAKEFIELD, RHODE ISLAND 02879

FRESH MEADOW BROOK CULVERT REPAIRS

INFORMATION FOR BIDDERS

SUPPLEMENTARY CONDITIONS

SPECIFICATIONS

SPECIAL PROVISIONS

BID PROPOSAL

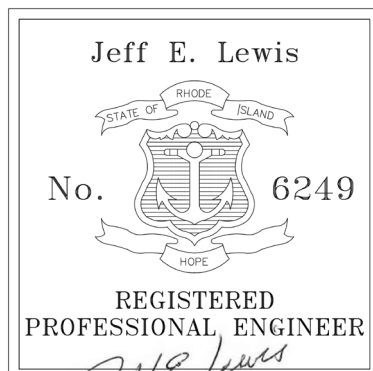
BID FORM

REFERENCES

CONTRACT

REGULATORY PERMITS

**BROAD ROCK ROAD - FRESH MEADOW BROOK CULVERT REPAIRS
(BID PLANS ISSUED FOR CONSTRUCTION)**



**BIDS DUE AT 11:00 AM on AUGUST 22, 2025
BID REF# SK0079PS**

Jeff E. Lewis
7-8-2025

INFORMATION FOR BIDDERS

SELECTION CRITERIA

The bid will be evaluated as to R.I.G.L. 45-55-5. (2) “Competitive Sealed Bidding”, and the award shall be made on the basis of the lowest evaluated or responsive bid price.

The following factors will be considered in determining the lowest evaluated or responsive bid price;

1. Past performance as reflected by the evaluation of private persons and officials of other governmental entities that have retained the services of the firm with respect to such factors as control of costs, quality of work, and an ability to meet deadlines;
2. Ability to perform the services as reflected by workload and the availability of adequate personnel, equipment and facilities to perform the services expeditiously;
3. Demonstrated experience in similar and recent general construction projects;
4. Record of the firm in accomplishing work on other projects in the required time: (list references and listing of like projects completed or currently in progress on Experience Sheet);
5. Quality of work previously performed by the firm for the Town of South Kingstown, if any;
6. Meets or exceeds Insurance Requirements;
7. Rhode Island Contractor's License Number as issued by the State of Rhode Island, if required;
8. Stand alone firm-(number of subs involved); past performance of lead/subs;
9. The professional background, experience and expertise of principals and potential project managers;
10. Bid Price;

(A) **Proposals.** Bids or proposals for constructing the work named on the cover and title pages thereof will be received in the Finance Department, Town of South Kingstown, addressed to: Julie A. Mason, Procurement Administrator, 180 High Street, Wakefield, RI 02879, until **11:00 A.M. on Friday, August 22, 2025**, at which time and place they will be publicly opened and read. Envelopes must be clearly marked with the name of the bid and reference number **(SK0079PS)** and time and date of the opening.

Documents incorrectly addressed or misdirected to other locations other than the Town Hall and are not present at the time of bid opening for whatever cause will be deemed to be late and will not be considered. Postmarks will not be considered proof of timely submission.

After the bids have been opened and read, they will be taken under advisement and the award of the contract, if awarded, will be made within thirty (30) days from the date set for the receipt of bids.

The Town of South Kingstown officially distributes bid documents through the Bid Net website under the RI Purchasing Group. There are no fees required to register on the website. **Copies of solicitation documents obtained from any other source are not considered official copies and the Town is not responsible for those documents.** Only those vendors who download the documents from the Bid Net website will receive addendum information, if such information is issued. If you received this document from any other source, we recommend that you register on the Bid Net website: <https://www.bidnetdirect.com/> to obtain an official copy and any associated addendum.

A **Pre-bid conference** will be held on Thursday, **August 7 at 11:00 AM** at the DPS Office, 509 Commodore Perry Highway, Wakefield, RI 02879. Attendance is highly recommended. A site visit will follow the pre-bid conference to give bidders and opportunity to visit the subject project.

(B) **Form of Proposals.** Each proposal must be made on the form furnished by the Town and attached hereto, and the completed proposal must be left intact in this pamphlet. Bidders will state, both in writing and in figures, the proposed price for each separate item of the work called for in the annexed proposal form by which prices the bids will be compared. If any price is omitted, the blank may be filled with the lowest price named by any bidder for that item, or the proposal may be rejected.

The Town of South Kingstown reserves the right to waive, at its discretion minor informalities in any proposal.

(C) **Bidding Check or Bid Bond.** Each proposal must be accompanied by either a certified check or a bid bond for not less than 5% of the total bid made payable to the Town of South Kingstown, said check to be returned on written request to the bidder or bond released by the Town after the contract has been awarded and executed unless forfeited as hereinafter stipulated. No bid will be considered which is not accompanied by such check or bond.

(D) **Performance, Labor and Materials, Execution of Contract.** The person or persons to whom the contract shall be awarded must file a performance and labor and materials bonds and execute said contract in triplicate within ten (10) days from the date of notification of such award, and in case of failure or neglect to do so, the Town may determine that the bidder has

abandoned the contract, and thereupon the proposal and acceptance shall be null and void, and, at the Town's option, the amount of the check or bond accompanying the proposal shall be forfeited to the Town of South Kingstown or shall be returned to the bidder in whole or in part.

The performance and labor and materials bonds furnished must each be in the sum of the full amount of the Bid and/or Contract Price in favor of the Town of South Kingstown and/or the Town (s) or City (s) in which the work lies. The bonds shall be executed by a financially strong surety company licensed to do business in the State of Rhode Island and approved by the Town, as Surety, for the faithful performance of the contract and payment for labor and materials. The bonds shall remain in full force and effect until the completion of the contract, including the guaranty or warranty periods stipulated in the Contract Documents and/or Agreement or until final acceptance by the Director of Public Services. The premiums for such Bonds shall be paid by the Contractor.

(E) Insurance. The contractor shall, before beginning work under this contract, file with the Director of Public Services, copies of a certificate or certificates, by an acceptable insurance company, or companies, that the various forms of insurance required have been provided in the stipulated amounts.

(F) Information to be Submitted. Bidders whose proposals are being considered must submit the following information in duplicate within five (5) days after a request for the same by the Town.

1. Evidence that previous work done by the bidder, similar to that called for in this contract, was carried forward and completed in a manner entirely satisfactory to those under whose supervision the work was performed. This is to include a list of such work with the names of owners for whom the same was performed and of the engineers or architects who supervised the same, with dates.
2. A brief description of the plant and general methods proposed for carrying on the work, indicating therein whether the plant and equipment is owned by or to be hired by the bidder.
3. A sworn statement in form satisfactory to the Town as to financial condition as of January 1st of the current year, together with a sworn copy of the latest balance sheet and a bank reference.
4. A statement from a bonding company made after bids have been opened and reviewed that it is willing to execute a bond for the bidder in the amount and form required herein.

(G) Rejection of Bids. A bid may be rejected for any of the following reasons:

1. If the proposal is incomplete, conditional, or obscure, or if it contains additions not called for, erasures, alterations, obvious errors or irregularities of any kind, or if it does not conform in every respect to the requirements stated in this information, or if it is on sheets removed from this pamphlet. Minor informalities, however, may be waived by the Town.
2. If the Director of Public Services should be of the opinion that it was prepared without adequate care or knowledge of the conditions relative to the work or under a misunderstanding of the requirements of the Town, or if it is for work other than that on Contract Drawings or as specified.

3. If the Contractor fails to furnish information promptly as required herein.
4. If the bidder cannot show that he has the necessary capital and experience, and owns, controls, or can procure the necessary plant to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or time specified; and that he is not already obligated for the performance of other work which would delay the commencement, prosecution, or completion of this work.

(H) Time.

COMPLETION DATES FOR PROJECT

- 1. Substantial Completion: All items complete with the exception of the cast-in-place concrete cap and roadway construction: December 5, 2025**
- 2. Final Contract Completion: March 6, 2026**

The Contractor to whom this contract may be awarded will be required to commence work on the ground within ten (10) days after the Notice to Proceed letter from the Director of Public Services, notifying the contractor to begin work. This letter may, at the option of the Director of Public Services, be sent any time after the award of the contract and even prior to the formal signing of the contract document and surety bond.

The Contractor shall begin work within the time stated above and shall prosecute the work diligently thereafter the complete all the work contemplated by this contract, except maintenance and the restoration of permanent hard surfaces on roadways.

The Contractor agrees that all and every of the said materials shall be furnished and delivered and all and every of the said labor shall be done and performed, in every respect, to the satisfaction and approval of the Town of South Kingstown or its duly authorized representatives on or before the Completion Dates as stated in the Contract. The Town of South Kingstown shall have the right to recover the amount of **\$500** per calendar day elapsing after said Final Contract Completion Date in accordance with the terms hereof. Said deductions to be made or said sum to be recovered, not as a penalty but as liquidated damages.

(I) Underground Pipes, Objects. The indications on plans or in other contract or bidding documents of pipes, ducts, soils, water and other underground objects and conditions are supposed to be approximately correct, so far as the knowledge of the engineers preparing such plans, etc., extend. However, the Town of South Kingstown, together with its engineers and other agents, does not warrant nor represent the plot to be either approximately correct or complete; and it is expressly understood that no bidder or contractor shall have any claim or right of action against either the Town of South Kingstown or any person or party acting for or with it, in the event that the indications on plans or other contract or bidding documents of underground object, soils, water or other conditions are not found to be even approximately correct or complete. Each bidder must make such investigations as he, they or it deem necessary to form his, their or its own opinion of the materials and obstacles involved.

(J) **Examination of Ground.** Bidders must satisfy themselves, by personal examination of the location of the proposed work, and by such other means as they may prefer as to the actual conditions and requirements of the work, and inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and this contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor and a minimum of inconvenience and injury to other persons and property.

(K) **Oral Statements Not Binding.** The proposals submitted for this project must be based upon the test of this Information for Bidders, the accompanying Proposal Form, the proposed form of Contract, Specifications, and Performance Bond and the plans and details named herein, and no oral or informal statement or representation by any representative or employee of the Town of South Kingstown shall be considered an amendment to, or waiver of, any statement in, or requirement of, such bidding or proposed contract documents, and no claim or right of action shall accrue in favor of any bidder or any one claiming under any bidder as a result of or founded on such oral or informal statements or representations.

(L) **Address of Contractor.** Each bidder shall indicate in his proposal the address to which all notices, letters or other communications may be sent. This address may be changed only by proper delivery to the Town of written notice of such change, signed by the contractor. The mailing or delivery by messenger of any notice, letter or communication to such designated address or to the office of the contractor at or near the site of the work or to any attorney or attorneys appointed by non-resident principals to a contract or by a "foreign" corporation, at any time including the full period of work under the contract shall be deemed sufficient for any notice or service on the part of the Town in connection with the contract or any part thereof.

(M) **Balanced Bidding.** The work has been divided into items in order to enable the bidder to bid for the different portions of the work in accordance with his estimate of their costs. Bidders are especially cautioned not to submit bids which are unbalanced. If, in the opinion of the Public Services Director, an unbalanced bid is submitted it may be sufficient cause for the rejection by the Town of the entire bid; or it may result in loss to the contractor if certain portions of the work are increased or decreased as provided in the contract.

(N) **Quantities.** The Director of Public Services has set down in the attached proposal form the estimated quantities for each item by which the bids will be compared. This estimate of quantities is to be considered solely as a basis for comparing the proposals received, is approximate only, and is not guaranteed in any respect. Payment will be made on the basis of actual quantities, as determined by the Director of Public Services and at the unit prices bid.

The bidder is invited to carry out his own unit prices by the estimated quantities and to indicate his computation of the resulting proposal; but this computation is only for his convenience and to facilitate the quick comparison of bids received. This computation by the Bidder will be subject to review and correction by the Board or its agents.

(O) **Contents of Contract.** The Proposal, The Information For Bidders, The General Requirements, together with Special provisions following therewith, and the Bond, and any and all additions which may be inserted or attached to any or all of the sections as listed above together with the drawings named in the Information to Bidders are made a part of this Contract.

(P) **Sales Tax.** Under the terms of the regulations referring to contractors and subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, to which the Bidder is referred, the Contractor may purchase materials or supplies to be consumed in the performance of this contract without payment of tax and shall not include in his bid nor charge any use of sales tax thereon.

(Q) **GENERAL**

- a. Unless otherwise specified or ordered by the Director of Public Services, all work and materials must conform to Town of South Kingstown Construction Standards and Specifications for Miscellaneous Road Building Materials or State of Rhode Island and Providence Plantations, Department of Transportation Standard Specifications for Road and Bridge Construction, February 2025 Edition with all revisions (see <https://www.dot.ri.gov/business/bluebook/index.php> for the 2025 Edition and links for compilations of approved specifications).
- b. Definitions.
 1. Town - Town of South Kingstown, as applicable to where the work lies, or any authorized official thereof acting in his official capacity.
 2. Director of Public Services - The Town of South Kingstown Public Services Director and/or his authorized agent.
 3. Engineer - The person, firm or corporation duly appointed by the Director of Public Services of the Town of South Kingstown to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.
 4. ASTM - The American Society for Testing and Materials.
 5. Department of Transportation - The Rhode Island Department of Transportation (RIDOT) or its successor agency, having jurisdiction over the state highways.
 6. RIDOT Standard Specifications – Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, February 2025 Edition with revisions and amendments (see <https://www.dot.ri.gov/business/bluebook/index.php> for the 2025 Edition and links for compilations of approved specifications).
 7. Wherever standard specifications are referenced throughout this section, it shall mean the latest revision of the specification shall prevail.

(R) **Equal Employment Opportunity.** The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Department of Labor relative to equal employment opportunity.

(S) **Prevailing Wage Rates.** The contractor shall comply with minimum wage rates as prescribed by the Rhode Island Department of Labor Laws (referenced General Laws of Rhode Island, Revised 1956, Chapter 37-12 and Chapter 37-13, as amended).

Prevailing wage (Davis Bacon) rate certification must be provided with each invoice and is subject to review by the State in accordance with State procedures.

The following websites are available for information:

Davis-Bacon Wage Determination Reference Materials:

<https://sam.gov/search>

RI Department of Labor and Training Prevailing Wages:

<http://www.dlt.ri.gov/pw/>

Prevailing Wage refers to the requirements of the Rhode Island General Law (RIGL) [37-13-1](#) and the general prevailing rate of pay for regular, holiday and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer or other type of worker performing work on public works projects when state or municipal funds are used in excess of \$1,000.

Contractors working on RI Prevailing Wage projects must adjust employees' hourly rates every July 1 in accordance with updated Davis Bacon rates. These rates may be obtained at the following website: <http://www.dlt.ri.gov/pw/>

Select Rhode Island, Washington County, Highway.

SUPPLEMENTARY CONDITIONS

(A) DEPARTMENT OF PUBLIC SERVICES TO BE THE JUDGE

The Town of South Kingstown Department of Public Services (hereinafter referred to as "D.P.S.") shall be the judge of the character, nature, and fitness of all the work done and materials furnished under this contract, and of the amount, quality, and classifications of the several kinds of work for which payment is made, and he shall decide as to the meaning, intent and performance of this contract. The entire work shall be done under his supervision and to his satisfaction and his estimates and his decisions upon all questions relating to said work shall be a condition precedent to the right of said Contractor to payments under this agreement.

(B) CHANGES AND EXTRA WORK

1. The D.P.S. may, in writing, and without notice to surety, alter and change the line, grade, plan, form, position, dimensions or materials of the work herein contemplated, or any part thereof in a manner not inconsistent with the general layout of said improvements, either before or after its commencement, or may order in writing any extra work which he may deem necessary in connection therewith. If such alterations diminish the quantity of work to be done, they shall not be made the basis of a claim for damages, or for anticipated profits on the work that may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity done and at the price established for such work under this contract; or in case there is no price established, it shall be paid for at a reasonable amount as determined by the Town of South Kingstown and the Contractor.
2. Extra Claims to be Made Promptly. No claim for payment in addition to the amount so awarded, on account of extra work done or materials furnished or damages sustained, will be considered unless the contractor shall make the same to the Town of South Kingstown, in writing, within twenty (20) days after the date of the estimate when such award is made; or in the case there is no award, then within twenty (20) days after the date of the damages for which said compensation is claimed; and shall, when requested, file with the Town an itemized statement of, and it is agreed that the filing of said claim as above specified, together with said statement and vouchers, when requested, shall be a condition precedent to the right of the Contractor to receive any additional compensation under this contract.

(C) CONTRACTORS CONTROL OF WORK

1. Assignments or Subletting. The Contractor shall not assign this contract or any interest therein, nor sublet any part of the work contemplated hereunder, nor part with the control or charge thereof without the written consent of the D.P.S. Any such attempted assignment or subletting shall, at the option of said Department, forthwith work an avoidance of this contract, or may be treated by said Department as null and void.

The Contractor may, with the consent of and subject to the approval of the D.P.S. in each case, employ sub-contractors to supply material and perform parts of the work required herein. But the D.P.S. shall be notified in advance and his approval secured before each sub-contractor is employed on the work. The employment of sub-contractors will not relieve the general contractor of full responsibility for all parts of the work.

2. Contractor to have Superintendent. The Contractor shall keep a competent superintendent on the ground whenever any work is being done, who shall receive orders in the Contractor's absence and shall obey them as if received by him personally.

(D) CONTRACTOR RESPONSIBLE FOR WHOLE WORK

1. The Contractor shall be responsible for the entire work until its final acceptance at the end of the maintenance period and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said Contractor on requirement of the D.P.S.
2. Defects. In case the nature of the defects is such that it is not expedient to have them corrected, the D.P.S. shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts, such sums of money as he considers a proper equivalent for the difference between the value of the materials or work specified and that furnished, or a proper equivalent for the damage.
3. Partial Payment Not Acceptance. It is also agreed that this is an entire contract for one whole and complete work, and that no partial payments on account by the Town nor the presence of the D.P.S. or inspectors, or their supervision or inspections of work or material, shall constitute an acceptance of any part of the work before its entire completion and final acceptance. Neither the acceptance by the Town or the D.P.S., or any of their agents, employees or subordinates, of the whole or any part of the work, nor the connecting to or use of any of the work, embraced in this Contract, nor any payment for the work, nor any extension of time, nor any possession taken by the Town, shall operate as a waiver of any portion of this Contract (except the maintenance period which shall start when continual use begins, as provided below) or of any power or right herein reserved to the Town or the D.P.S., or of any right of the Town to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided; and the Town shall also be entitled as a right to a writ of injunction against any breach of any of the provisions of this Contract.

(E) COMMENCEMENT AND COMPLETION OF WORK

1. The Contractor shall commence work on the ground within ten (10) days of the Notice to Proceed letter date and shall prosecute the same in accordance with a progress schedule prepared by him and approved in advance by the D.P.S., and shall complete the said project and all work connected therewith not later than the time so stipulated therefor. The Contractor shall submit a detailed schedule of work sequence to the Engineer after the preconstruction conference and prior to the start of construction. The schedule shall be updated monthly and outline the exact construction schedule for the completion of the work awarded in this contract.
2. Extension of Time. If the Contractor is delayed in the prosecution or completion of the work by or on account of any act or omission of the Town, Public Utilities or agencies or by strikes or causes beyond control of the Contractor, he shall be entitled to such reasonable extension of time for the completion of the work as may be decided upon by the D.P.S., provided, however, that no claim for an extension of time for any reason shall be allowed

unless within three days after such delay occurs, notice in writing of the fact of said delay, its causes, and the extension claimed shall be given by the Contractor to the D.P.S.

Although claims may be made for extensions of time due to delays beyond the control of the Contractor, no claims for damages or for extra payment shall be made against the Town or the D.P.S. because of such delays.

3. Normal Work Week. The normal work week for the Town of South Kingstown is five (5) days, Monday through Friday. If the Contractor chooses to operate his work on a legal Holiday, Sunday or on Saturday, he/ she shall pay to the Town the amount of **\$500** for each day or part of a day of operation other than the normal work week of the Town to cover the cost of inspection services for the additional day. Unless otherwise especially permitted by the D.P.S., no work shall be done between the hours of 6:00 P.M. and 7:00 A.M., nor on Sunday, except as necessary for the proper care and protection of the work and traffic. The contractor's working hours shall be in accordance with Town Ordinance requirements.

(F) GUARANTEES

1. Except as otherwise specified, all work, materials and equipment shall be guaranteed by the Contractor against all defects resulting from the use of inferior materials, equipment, or workmanship for not less than one year from the date of final completion of the contract, or from full acceptance by the D.P.S., whichever is earlier, unless otherwise specified herein.
2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which, in the opinion of the D.P.S. is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the D.P.S., and without expense to the D.P.S.
 - a) Place in satisfactory condition in every particular of all such guaranteed work, correct all defects therein, and
 - b) Make good all damage to the building or site, or equipment or contents thereof, which, in the opinion of the D.P.S. is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and
 - c) Make good any work or materials, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
 - d) In any case where in fulfilling the requirements of the contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he/ she shall restore such disturbed work to a condition satisfactory to the D.P.S. and guarantee such restored work to the same extent as it was guaranteed under such other contract.
 - e) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the D.P.S. may have the defects corrected and the Contractor and his surety be liable for all expenses incurred.

(G) CONTRACTOR'S DUTIES AND LIABILITIES

1. Laws and Regulations. The Contractor, in the prosecution of the work, shall comply with all local, state, and national laws and regulations, and with all ordinances, and he shall secure all necessary permits and licenses. This project is subject to all of the safety and health regulations (see 29 CFR 1518 as amended) promulgated by the U.S. Department of Labor on April 17, 1971, and as required by the Occupational Safety and Health Act (OSHA).

Note: Rhode Island law states that: All contractors who bid on municipal and state construction projects with a total cost of \$100,000 or more shall have an OSHA 10-hour construction safety program for their on-site employees.

2. Contractor Liable for Damages. The Contractor shall indemnify and save harmless the Town and/or the District or City in which the work lies, and/or the State Highway Commission and/or the State of Rhode Island and/or their respective officers, agents and servants against and from all damages, costs, expenses which they or any of them may suffer by, from or out of any and all claims for payment for materials and labor used and employed in the execution of this contract and also for injuries or damages received or sustained to person or property, or both, in consequence of or resulting from any work performed by said Contractor or of, or from any negligence in guarding said work or of, or from any act or omission of said Contractor, and said Contractor shall also indemnify and save harmless said Town from all claims under the Workmen's Compensation Act arising under or out of this contract.
3. Insurance. Prior to release of a South Kingstown purchase order, the successful bidder will be required to provide a Certificate(s) of Insurance listing the **"Town of South Kingstown named as an Additional Insured"** **within ten (10) days of the Notice of Award**. The minimum categories and amounts of insurance required for this project are as follows.

Commercial General Liability Products/Completed Operations, Bodily Injury & Property Damage Liability including Explosion, Collapse and Underground (XCU) coverage, and Personal & Advertising Injury - **\$2,000,000** General Aggregate.

Auto Liability - **\$2,000,000** Bodily Injury & Property Damage Combined

Workers Compensation - Statutory amounts. Town requires this coverage without exception.

Certificates of the insurance company or companies, in form satisfactory to the D.P.S. for the coverage indicated above, must be furnished to the D.P.S. before the Contractor starts work on the site. Should any insurance expire or be terminated during the period in which the same is required by this contract, the D.P.S. shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the D.P.S.

Failure to provide the required insurance and certificates thereof may, at the option of the Town, be held to be a willful violation of this contract.

4. Contractor Shall Protect the Public. The Contractor shall execute the work in such manner as to interfere as little as possible with public travel; shall in accordance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD), provide railings or suitable barricades to exclude persons and animals from trenches and obstructions, and to prevent accident or injury to workmen, other persons, vehicles or animals; shall cause a sufficient number drum barricade channelizing devices and amber flashing electric lights to be activated at or near the works, from twilight in the evening until sunrise, shall furnish, set and maintain such "street closed", "warning", "detour", or other signs as may be necessary for the convenience of traffic or as may be directed by the D.P.S. and shall employ flagpersons or additional safeguards when and as necessary, or when required by the D.P.S. Flagpersons shall be employed when the Contractor's operations reduce traffic to less than two-way.
5. Patents. The Contractor shall defend any suits or proceedings brought against the Town for alleged infringements of patents by or by reason of any method of construction or appliances, or material furnished under this contract, and shall pay any damages or costs that may be awarded against the Town as a result of such suits, free of all expense to the Town.

(H) AVOIDANCE OF CONTRACT

1. If the work to be done under this agreement shall be abandoned, or at any time suspended for three days without reasonable cause, or if this contract shall be assigned without the written consent of the D.P.S., or if at any time the D.P.S. shall be of the opinion that the said work is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in his opinion, being so delayed that said work cannot be completed within the required time, the D.P.S. may give written notice, postage prepaid, to the Contractor, at his business address, to that effect. If the Contractor shall not, within ten days after the mailing of such notice, take such measures as will, in the judgment of the D.P.S., insure the satisfactory completion of the work. The D.P.S. shall then notify the Contractor in writing, to discontinue all work under this contract; and it is hereby agreed that the Contractor shall thereupon at once stop work, and cease to have any right or claim to possession of the ground or such part thereof as the D.P.S. may designate; and the said D.P.S. may, by means of such other agents or contractors as shall to him seem advisable, complete the work therein described, or such part thereof as it may deem necessary, and may take possession of, and use all implements, tools, materials or facilities used for, or in connection with the operations or the fulfillment of this contract except as otherwise provided in this contract.

The Contractor shall not remove any portion of the plant or any materials after receiving such notice as aforesaid. And the town is hereby authorized and empowered to apply sums of money due, or to become due, to said Contractor, under this contract, by way of reduction in damages, and as part payment of such additional expense incurred by the Town as aforesaid.

2. The D.P.S. May Protect Work. It is, however, mutually agreed that the D.P.S., at his/ her discretion and at the Contractor's expense, may immediately, upon the cessation of work or thereafter, take measures to protect the work under construction, the adjacent ground, pipes, and other structures where, in his opinion, safety requires such work to be done at once.

(I) COMPENSATION

1. Prices Bid Include Full Compensation. The prices stated in said proposal include full compensation not only for furnishing all the material and building the required structures and facilities, but also for assuming all risk as to the nature of the soil and the action of the elements; for all excavation and back filling of the same; for the removal of, and delay and damage occasioned by any trees, stumps, timber, masonry, above and below ground utilities and services or other obstacles; for removing, protecting, repairing or restoring, all pipes, mains, drains, conduits, above and below ground utilities and services, curbs, walks, fences, or any other obstacles, whether shown on the plans and details or not; for pumping, damming, draining, or otherwise handling or removing, without damage to the work or to other parties, all water or sewage from whatever source which might affect the work or its progress; for all fencing, lighting, watching, special police, signs and bridging, necessary to maintain, direct and protect travel on streets, walks and private ways, for making all provisions necessary to maintain and protect buildings, fences and other structures, and all public and private property affected by this work, and for the repair of such structures, and such property if injured by neglect of such provisions; for removing all surplus or condemned materials as may be directed; for replacing, repairing and maintaining the surface of the street or private land, if affected by work performed under this contract; for furnishing the requisite filling in case of deficiency or lack of suitable material, for obtaining all permits and licenses, and for any expense on account of the use of any patented device or process; for all expense incurred by or on account of the suspension or discontinuance of said work; for the cost of adequate insurance, for keeping records and making reports as required by this contract, and for all general and incidental expense, and for furnishing all tools, materials and supervision, implements and labor, required to build and put in complete working order the said project and all structures appertaining thereto, in accordance with this contract and specifications.
2. Estimates and Payments. The D.P.S. together with the contractor shall, once in each calendar month, make an estimate in writing of the total amount of work done and of the materials delivered and accepted to the time of such estimate, and the value thereof. The Town shall retain five (5) percent of such estimated value as part security for the fulfillment of this contract by the contractor, and shall pay monthly to the Contractor while carrying on the work, the balance not retained as aforesaid after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of this contract. But it is understood that such estimates are subject to adjustment on the final estimate, and that they shall be made only when work progresses in accordance with the provisions of this contract.

The D.P.S. shall, as soon as practical after the completion of all work under this contract, make a final estimate of the amount of work done thereunder and the value of such work. The Town shall retain five percent of such estimated value as part security for the fulfillment of this contract by the Contractor and shall, within thirty (30) days after such final estimate is so made and is approved by the Town, pay to the Contractor the balance not retained as

aforesaid, after deducting all previous payments and all sums to be kept or retained under the provisions of this contract.

As the disbursing practices of the Town permit, the five percent (5%) retained shall be paid to the Contractor within ninety (90) days from the date that all work done hereunder is completed and accepted by the Town unless a dispute exists with respect to the work; if not, then as soon thereafter as the dispute is resolved. The work done hereunder shall not be considered as completed and finally accepted unless and until evidenced by a letter of final acceptance by the D.P.S. and/or Consultant Engineer.

The Town may, at its discretion and at any time, withhold so much of any payments due, or to become due under this contract, to the Contractor, as it may deem necessary to settle all claims against the Contractor which may arise under this contract, including all claims for labor or materials furnished to the Contractor, notice of which shall have been filed in the office of the D.P.S., and may retain the same until the Department shall be satisfied that the said Town, its agents and servants will be fully protected from any loss and indemnified for all damage for which the Contractor may become liable, and that all parties who may have claims against the Contractor for work done or materials furnished on account of this contract have been fully paid.

(J) RELEASE OF LIENS & CONSENT OF SURETY

1. Release of Liens and Consent of Surety as noted below are required as a condition of receipt of final payment.

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Town (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Town or the Town's property might be responsible or encumbered (less amounts withheld by Town) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Town, (3) a written statement that the contractor knows if no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and, (5) if required by the Town, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Town. If a Subcontractor refuses to furnish a release or waiver required by the Town, the Contractor may furnish a bond satisfactory to the Town to indemnify the Town against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Town all money that the Town may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

(K) BUY AMERICAN REQUIREMENTS

As a result of the U.S. Code of Federal Regulations Title 23 and Section 165 of Surface Transportation Assistance Act of 1982, only such permanently incorporated steel materials as have been manufactured in the United States will be used on all projects. Further, any pig iron and/or palletized and reduced iron ore used to produce permanently incorporated

steel materials or permanently incorporated non-steel products, must be manufactured in the United States.

Bidders are advised that the contract will be awarded to the qualified bidder who submits the lowest total bid based on furnishing domestic steel materials.

Certification of Steel. All manufacturing processes of the steel material in a project (i.e. smelting and any subsequent process which alters the steel material's physical form or shape or changes its chemical composition) must occur within the United States to be considered of domestic origin. This includes processes such as rolling, extruding, machining, bending, grinding, drilling and the application of coatings, including iron.

Minimal Use of Foreign Steel. Section 635.410(b)(4) of Title 23 CFR permits a minimal amount of foreign steel to be incorporated into a Federal-aid project. This amount is defined as one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. The cost of the foreign steel is defined as its value delivered to the project.

(L) FEDERAL-AID AND STATE FUNDED REQUIRED PROVISIONS

The Contractor must review and execute all the attached Federal and State provisions as required by Federal and State requirements, at a minimum. The following attached provisions are provided to the Contractor for their convenience.

Anti-Collusion Certificate for Contract and Force Account

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Rhode Island Department of Labor and Training Prevailing Wage Requirements
<http://www.dlt.ri.gov/pw/>

Title 37 Public Property and Works Chapter 37-13 Labor and Payment of Debts by Contractors
<http://www.rilin.state.ri.us/statutes/title37/37-13/INDEX.HTM>

Certificate for Federal-Aid Construction/Consultant Contracts

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

Procedures for Uniform Record Keeping – Project Field Records

SPECIFICATIONS

GENERAL REQUIREMENTS

1. This Work Part of a Project. If the work contemplated by this contract is but a part of a large project, the Contractor for this part shall cooperate with other contractors for other parts where the work provided for in this contract adjoins other work, so as to secure the orderly and proper construction of the entire project.
2. Plans, Specifications, Instructions. Plans, proposal, contract, and specifications are intended to be cooperative, and all work necessary to the completion of the contract shown on plans, but not described herein, and all works described herein but not shown on the plans and details are to be considered as having been properly described.

In any or all cases of discrepancy in figures, uncertainty in the instructions of the Director of Public Services, or in the meaning of the plans and details and specifications, or of apparent discrepancy or error in the lines or grades for the proposed work or for any part thereof as marked out by the Director of Public Services, the matter is to be immediately submitted to the Director of Public Services for his decision or correction. Without such decision or correction, such discrepancy or uncertainty is not to be adjusted by the Contractor save and only at his own risk. In the settlement of any complications arising from such adjustments by the Contractor, he shall bear any, and all extra expense involved.

Such parts of the Information for Bidders as give directions respecting materials and work are made a part of these specifications.

The headings printed in those specifications are intended for convenience or reference only and shall not be considered as having any bearing on the interpretation thereof.

This printed text is intended as general specifications and should the requirements of the plans and details or of the "Special Provisions" at the end of these specifications conflict with any requirements preceding them, the plans, and details or "Special Provisions" shall govern.

Unless otherwise specified or ordered by the Director of Public Services, all work and materials shall conform to Town of South Kingstown Construction Standards and Specifications for Miscellaneous Road Building Materials and/or the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, February 2025 Edition with revisions and amendments (see <https://www.dot.ri.gov/business/bluebook/index.php> for the 2025 Edition and links for compilations of approved specifications).

All work, methods and materials shall conform to the RIDOT Standard Specifications for Road and Bridge Construction, February 2025 Edition with the latest approved compilations. Applicable sections of the RIDOT Standard Specifications include, but are not limited to, the following:

- ◆ Earthwork and Erosion Controls: Part 200
 - Sections 201, 206, 212 and 213
- ◆ Bridge Structures: Part 800
 - Sections 803 and 807
- ◆ Incidental Construction and Services: Part 900
 - Sections 901, 913, 914, 936 and 937
- ◆ Landscaping: Part L
 - Sections L01 and L02

3. Order of Operations. The work shall be prosecuted in such order and manner and at such times, as the Director of Public Services shall approve. Contractor will be required to prosecute his work in accordance with a schedule prepared by him in advance and approved by the Director of Public Services; this schedule shall state the methods and shall forecast the times for doing each portion of the work. Before beginning any portion of the work, the Contractor shall give the Director of Public Services due notice and ample time for making the necessary preparations.

4. Work in Cold Weather. The Director of Public Services shall determine when conditions are unfavorable for work and may order the work or any portion of it suspended whenever, in his opinion, the conditions are not such as will insure first-class work. In general, work shall be prosecuting throughout the winter, and the Contractor will be expected to keep work going and employment of labor as continuous as possible.

All methods and materials used for concrete or mason work in cold weather shall be subject to the approval of the Director of Public Services. The Contractor shall take the precautions required or approved for removing ice and frost from materials, including heating the water, sand and coarse aggregate and for protecting the newly laid masonry, this protection to include the covering with tarpaulin and the heating of salamanders or steam pipes. The Contractor shall receive no extra payment for any labor, and apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be considered as having been included in the prices stipulated for the appropriate items.

5. Premises to be Kept and Left Clean. The Contractor shall keep the streets and premises adjacent to his work clean and free from unsightly debris or other materials which may annoy or give offense to persons using or occupying said streets or premises, including but not limited to a clean up after each day's work, insofar as that can be done without unduly impeding the conduct of the work. Upon suspension or completion of the work, or of any portion thereof which is separated from other incomplete portions, all excavations shall be filled, all materials, equipment and rubbish removed, and the site restored to good order, all within such time as the Director of Public Services may designate therefor.

6. Only Competent Men/Women to be Employed. The Contractor will employ only competent men/women to do the work required of them, and whenever the Director of Public Services shall inform the Contractor that any man/woman on the work is, in his opinion, incompetent, unfaithful or disorderly, the Contractor shall discharge him/her from the work and shall not again employ him/her thereon.

EXCAVATION

7. Dimensions of Excavation. Ample room shall be allowed for building the structures required; also for pumping and draining and removing any unsuitable material. If in the opinion of the Director of Public Services, existing pavement conditions warrant, the Contractor shall cut pavement to specified trench width with pavement breaker, saw or wheel cutter, without additional compensation.
8. Length and Volume of Excavation. The length and volume of excavation and trenches permitted at any time, from point where ground is being broken to completed backfill, and also the amount of space in streets or public and private lands occupied by equipment, excavation trenches and supplies shall not exceed the length or space considered reasonably necessary and expedient by the Director of Public Services. In determining the length of excavations, open trench, or space for equipment, materials, supplies, etc., needed, the Director of Public Services will consider the nature of the lands or street where work is being done, types and methods of construction and equipment being used, inconvenience to the public or to private parties, possible dangers, and other proper matters. The work must be constructed with a minimum of inconvenience and danger to the public and all other parties.

Whenever any excavation obstructs traffic in or to any public street, private driveway or property entrance, the Contractor shall take such means as may be necessary to maintain traffic and access. If for any reason it is not expedient to backfill a trench immediately, the Contractor shall construct and maintain suitable bridges to carry essential traffic in or to the street, driveway, or property in question. Suitable signs, lights, etc. to direct traffic will be furnished and maintained by the Contractor. Traffic control by flagpersons or uniformed officers required by local, or state law shall be provided by the Contractor.

The Contractor must keep streets and premises near the work free from unnecessary obstructions, debris, etc. To that end he shall not occupy without specific permission from the Director of Public Services more than 50 linear feet along streets or public or private lands at any one section of his work. The Director of Public Services may, at any time, order all equipment, materials, surplus from excavations, debris, etc., lying outside that length of working space promptly removed, and should the Contractor fail to remove such material within one day after notice to remove the same, the Director of Public Services may cause any part or all of such materials to be removed by such persons as he may employ, at the Contractor's expense, and may deduct the costs thereof from payments which may be or may become due to the Contractor under this contract. In special cases where public safety urgently demands it, the Director of Public Services may cause such materials to be removed without prior notice.

9. Test Pits. If directed by the Director of Public Services, the Contractor shall dig test pits to locate or examine drains, pipes, rock, or other underground conditions. If such test pits, or parts thereof, become parts of trenches dug for other purposes under this contract, no payment will be made for such pits or parts of pits; but if they do not become part of trenches dug for other purposes under this contract, they shall be paid for at the unit prices bid or fixed. Test pits will be backfilled and maintained the same as described herein for trenches.

STORAGE AND REMOVAL OF MATERIAL

10. Material to be Piled. Excavated material, and that used in construction, shall be so deposited as not to endanger the work, and to give free access to water gates and hydrants and to driveways at all times when practicable. Bridges, fences, or temporary walls shall be constructed, or the excavated material shall be once removed so as to inconvenience adjoining property or the traveling public as little as practicable. All offensive material must be removed at once, with such precautions as may be ordered.

Unless otherwise stated in the Contract or allowed by the Director of Public Services all excavated material shall become the property of the Contractor and shall be deposited as directed by the Director of Public Services.

PROTECTION OF PROPERTY LIABLE TO DAMAGE

11. The Contractor shall, without expense to the Town, do everything necessary to support, protect and maintain all excavations, materials, equipment, materials, pipes, conduits, drains, or fixtures of all kinds lawfully in the line of excavation or adjacent thereto and all fences, buildings or other structures which may be damaged by the work herein contemplated. He shall give at least 48 hours notice, before breaking ground, to the owners of pipes, or wire conduits that may be affected by his operations, and shall not cause any hindrance to or interference with any such owners or their agents in protecting or repairing their property should they wish to do so but will suffer them to take all such measures as they may deem necessary for said purposes.
12. At such portions of the work as may be located outside of public highways, the contractor shall take precautions to confine all his operations, workmen, equipment, materials, debris, etc., within the limits of the Right-of-Way, if a definite width of Right-of-Way has been provided, or if the Right-of-Way is not sharply defined, then within close proximity. To that end he will provide temporary fences, gates, etc. all as may be necessary. Openings made by him in fences or enclosures will be kept closed when not actually in use for passing.

Prior to entering private lands, the Contractor shall determine from the Director of Public Services that the Town has proper access and whether special conditions exist. The Contractor shall limit all of his operations to within the Right-of-Way shown on the plans and details unless otherwise ordered in writing by the Director of Public Services. Any use by the Contractor of private lands outside of the limits of the rights-of-way shall in no way be considered a part of this contract, and the contractor shall save the Town or its agents harmless from any claims resulting from acts or omissions of the Contractor outside of the rights-of-way.

13. The Contractor shall protect trees from injury due to his operations by boxing them in, by tying back branches, or by other suitable means, and where so directed by the Director of Public Services will take additional precautions to avoid damage or injury to the roots of trees.
14. Notifications. The Contractor shall notify the local police and fire departments when the contractual work in local streets creates limited passage or complete blockage of the travel way to vehicular traffic. Also, the Contractor will notify them of the length of time of restriction or disruption of traffic.

15. Traffic Control. The Contractor awarded this bid will be required to conform to the Town's Right-of-Way Ordinance. This includes providing a uniform police officer at all times when work is performed within the Town right-of-way and uniform police officers (minimum of two) when traffic is reduced to less than two way or as directed by the South Kingstown Police Department or Public Services Director.

The Contractor will post construction signs, barriers, and channelization devices as detailed on the Plans, or as directed by the Engineer, in accordance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). **Costs for construction signs barrels, cones and other such devices are to be included in the cost of construction. The Town will not make a separate payment for these items.** There shall be no additional compensation for daily traffic control device reconfiguration should the Contractor choose to do so.

Flaggers and Police Details will be paid from items included in the Contract. The South Kingstown Police Department may be reached at (401) 318-7031. Contractor shall submit weekly to the Town of South Kingstown Project Engineer, a Police Detail sign-in and sign-out roster. Contractor representatives will be required to complete the Town provided form daily. Form will be on the project site at all times for inspection by a Town representative.

16. Soil Erosion, Runoff and Sediment Control (SERSC). The Contractor awarded this bid will be required to conform to the Town's SERSC Ordinance. This includes providing all necessary SERSC devices whether shown on plans or as directed by the Town of South Kingstown and also inspecting and maintaining all SERSC devices as described in this Contract. Such erosion control measures will be installed in strict accordance with the requirements of the RIDOT Standard Specifications. If required, dust control and sweeping is considered a SERSC measure/device. **Costs for SERSC devices are to be included in the cost of construction. The Town will not make a separate payment for these items.**

SPECIAL PROVISIONS

SECTION 01010: SUMMARY OF WORK

SECTION 01025: MEASUREMENT AND PAYMENT

SECTION 09930: TRAFFIC CONTROL BY POLICE

SECTION 09940: FLAGPERSONS

SECTION 09950: FLAGPERSONS OVERTIME

RIDOT SPECIAL PROVISIONS

206 – Compost Filter Sock

213 – Placement of Millings Beneath Guardrail

806 – Removal and Disposal of Existing Concrete Masonry

807.9901 – Masonry Stone Repairs

901 – Steel Beam Guardrail

L01 – Loam

L02 – Seeding

SECTION 01010
SUMMARY OF WORK

1. PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED:

A. The work to be done under this contract consists of the removal of the existing block parapet walls, installation of new RIDOT standard steel guardrail, repointing or grouting of the existing stone headwalls and all associated utility and ancillary work. Please refer to the Plans, Bid Proposal, Measurement and Payment sections of this specification for more detailed information related to the proposed work. The scope of this project shall include, but not be limited to, the following work:

- Removal of block parapet walls
- Installation of RIDOT standard steel guardrail
- Installation of pavement millings beneath new guardrail
- Repointing and/or grouting existing stone headwalls
- General clearing of vegetation to allow for work
- Site restoration and clean-up

1.2 WORK SEQUENCE:

A. The Contractor is required to submit a detailed schedule of work sequence to the Town of South Kingstown and/ or Consulting Engineer (hereinafter referred to as "Engineer") after the preconstruction conference and prior to the start of construction. The schedule shall be updated each month. This sequence shall outline his exact construction schedule for the completion of the work awarded in this contract.

B. The Contractor is advised of the following when preparing the work sequence:

1. The Contractor shall coordinate input from all his Subcontractors and suppliers in the preparation of this schedule.
2. Work at night (between the hours of 6 PM and 7 AM), on Saturdays, Sundays, or major holidays will not be permitted without the Owner's written permission except in the case of emergency. If night work is required, the Contractor shall provide, at his own expense, all lighting, safety, and other facilities necessary for the proper execution of the work. The Contractor shall also be responsible for the cost associated with any non-normal hours inspection services.

1.3 CONTRACT DRAWINGS AND SPECIFICATIONS - INTENT:

A. The contract drawings and specifications are intended to complement each other, and all work called for by either shall be as binding as if called for by both. The Contractor shall thoroughly acquaint himself/ herself with all the requirements of the

specifications and contract drawings. For convenience of reference, these specifications are separated into sections. Such separations shall not operate to make the Engineer an arbiter to establish jurisdictional limits, all sections are complimentary. All drawings, specifications, and memoranda relative to the work are the property of the Owner and shall be returned to the Engineer at the completion or cessation of work.

1.4 OBLIGATIONS OF THE CONTRACTOR:

- A. The Contractor shall furnish all labor, materials, supplies, equipment, tools, and all other facilities necessary for the proper and complete construction of the project, as required by the contract drawings and as specified herein. Throughout the contract, wherever it is specified that work is to be done, or labor, materials or equipment are to be furnished, it is understood to mean that the said work to be done or the labor, materials, or equipment to be furnished is to be supplied or done by the Contractor at his own proper cost or expense.

1.5 ERRORS AND/OR DISCREPANCIES:

- A. The Contractor shall verify all quantities and measurements shown on the contract drawings or called for in the specifications and shall notify the Engineer of all discrepancies, errors or omissions found therein. The Contractor shall notify the Engineer immediately of any apparent ambiguity, error or omission in the contract drawings or specifications. The failure to correctly or specifically mention or note any portion of the work, the proper performance of which is evidently necessary to fulfill the general intention of the contract drawings, and specifications, shall not act to release the Contractor from the proper performance of such work in the identical manner as if fully and correctly indicated and without expense to the Owner beyond the stipulated contract price or prices. The foregoing shall not apply to additions, improvements or changes for which provisions have been otherwise made.

1.6 PERMITS AND LICENSES:

- A. The Owner has obtained a Rhode Island Department of Environmental Management (RIDEM) Permit for the work. However, the Contractor shall secure and pay for all other permits and licenses necessary for the prosecution of the work and give such notices, comply with all laws, ordinances, rules or regulations having bearing on the conduct of the work. The Contractor shall indemnify the Owner, its officers and agents against any claim or liability arising from failure to comply with such rules, laws, or ordinances by himself, his employees, or Subcontractors.

1.7 RESPONSIBILITIES OF ENGINEER:

- A. The Engineer shall be the interpreter of the requirements of the contract documents and the judge of the performance there under by both the Owner and Contractor. The Engineer shall render interpretations necessary for the proper execution or progress of the work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, and other matters in question between the Owner and

the Contractor relating to the execution or progress of the work or the interpretation of the contract documents.

- B. Interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Engineer shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.
- C. The Engineer shall have authority to reject work which does not conform to the contract documents. Whenever, in the Engineer's reasonable opinion, it is necessary or advisable for the implementation of the intent of the contract documents, the Engineer will have authority to require special inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work be then fabricated, installed or completed. The owner will conduct independent testing of all materials to ensure compliance with the specifications at no cost to the Contractor.
- D. The Engineer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility.

1.8 CONTRACTOR'S RESPONSIBILITIES:

A. Mutual Responsibility:

- 1. If other Contractors or Subcontractors suffer loss or damage to their work through acts of neglect on part of General Contractor, then General Contractor agrees to satisfactorily arrange for settlement with other such Contractor or Subcontractor, if other such Contractor or Subcontractor will so settle.
- 2. If, however, such other Contractor or Subcontractor chooses to assert claim against Owner, on account of damage alleged to have been sustained, Owner shall notify Contractor, who shall defend, at his expense, any suit based on such claims, and, if judgment or claims against owner shall be allowed, Contractor shall pay or satisfy such judgment or claims, and pay costs and expenses in connection with same.

- B. Legal Address of the Contractor: Both the address given in the bid or proposal submitted by the Contractor and the Contractor's office at or near the site of the work are hereby designated as places to either of which notices, letters, and other communications to the Contractor shall be certified, mailed, or delivered. The delivering at the above-named place, or depositing in a postpaid wrapper directed the first-named place, in any post office box regularly maintained by the Post Office Department, or any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor and the date of said service shall be the date of such delivery or mailing. The first-named address may be

changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Engineer. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

1.9 EMPLOYEES OF THE CONTRACTOR:

- A. The Contractor shall employ a competent, experienced superintendent and foreman to represent him throughout the work. These men shall be present at all times while the work entrusted to them is in progress and shall be fully informed regarding it. The superintendent shall be satisfactory to the Engineer and shall represent and have full authority to act for the Contractor in his absence. All other men employed on the work shall be competent and skillful in the trades employed.

1.10 GENERAL PROTECTIVE MEASURES:

- A. The Contractor shall, at his own expense, protect all work completed or partially completed under this contract and shall be solely responsible for the care and protection of all materials covered by this contract. Damage, loss, or injury from any cause whatsoever, shall be made good by the Contractor at his own expense. The method of providing against such damage, loss or injury is left to the discretion of the Contractor. All damaged work must be replaced to the satisfaction of the Engineer at no cost to the Owner.

1.11 GENERAL SAFETY PRECAUTIONS:

- A. The Contractor shall take all necessary precautions to conduct his operations in such a manner so as to provide maximum possible safety for all employees on the work site and the general public as well. The Contractor shall provide suitable barricades, bridges, railings, and similar protection around and over excavations and open trenches so as to insure maximum protection. All State and Federal Laws applicable to the work shall receive compliance, including, but not limited to, the latest amendments of the following:
 - 1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596;
 - 2. Part 1926 - Occupational Safety and Health Standards for construction industry 29 CFR 1926/1910;
 - 3. Part 1518 - Safety and Health Regulations for Labor 29CFR 1926.
- B. This project, the Contractor and his Subcontractors shall, at all times, be governed by 29 CFR and OSHA Safety and Health Standards (29 CFR 1926/1910).
- C. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

1.12 "DIG-SAFE" DAMAGE PREVENTION SYSTEM:

- A. All Contractors or Subcontractors performing drilling, boring, auguring, jetting, sheeting or pile installation, soil preloading for consolidation, demolition, excavation or like work shall, prior to commencement of these activities, contact utility companies having responsibility for underground transmission systems for information relative to locations of existing underground utilities and/or an appropriate dig safe damage prevention and notification agency.
- B. Existing utilities have been shown on the Plans using the best available information. The Contractor shall check and verify the location of all existing utilities both underground and overhead in accordance with the "Dig Safe Program Law" enacted by Rhode Island Legislation Bill No. 79S- 291, which became effective July 1, 1979. The Contractor should be aware that not all utility companies subscribe to Dig Safe program. It is the Contractors responsibility to ensure that all utility companies have been notified and all utilities have been marked prior to commencing their work. Any damage to existing utilities shall be replaced or repaired to the satisfaction of the Engineer at no additional cost to the Town.

South Kingstown's Water Department is not a member of Dig Safe and must be contacted separately.

1.13 WEATHER CONDITIONS:

- A. No work shall be done when in the opinion of the Engineer the weather is unsuitable. In no instance shall concrete, earth backfill, paving or embankment be placed upon frozen material. The Contractor shall be responsible for the protection of all completed or partially completed work as a result of extreme weather conditions. The Contractor shall make himself fully aware of the extremes of weather conditions in the area in regards to the depth of snowfall and the degree and length of sub-freezing temperatures during the winter season. If there is a delay or interruption in the work due to weather conditions, the necessary measures must be taken to bond new work to old. Only such work as will not suffer injury to workmanship or materials will be permitted in inclement weather.
- B. Should tornado, hurricane, gale or heavy wind warnings be issued, take every practicable precaution to minimize the damage to persons, to the work and to the adjacent property. Such damage caused to any part of the work shall be rectified or replaced to the complete satisfaction of the Engineer and at no expense to the Owner. Injury to personnel or damage to adjacent property because of the work shall be the complete responsibility of the Contractor, and he accepts exclusive liability for same.

1.14 LOADING:

- A. No part of any work involved in this contract shall be loaded during construction with a load greater than it is calculated to carry with safely. Should any accidents or damage occur through any violation of this requirement, the Contractor shall be held responsible under his contract and bond.

1.15 PARTIAL OCCUPANCY:

- A. The Owner shall have the right to take possession of or use any part of the completed or partially completed work prior to final acceptance.
- B. Prior to incremental occupancy, Owner will give notice thereof to Contractor, and such occupancy shall be upon the following terms:
 - 1. The general guarantee period, called for in General Conditions, for work substantially completed shall not begin to run until issuance of certificate by Engineer.
 - 2. The occupancy or use of any area shall not constitute acceptance of work not performed in accordance with the contract, nor relieve Contractor of liability to perform any work required by contract but not completed at time of said occupancy.
 - 3. Contractor shall be relieved of all maintenance costs on portions occupied under this agreement.
 - 4. Contractor shall not be responsible for wear and tear or damage resulting from said occupancy.
 - 5. Owner shall assume risk of loss with respect to any portion occupied by it under the terms of this agreement, Contractor shall assume full responsibility for loss or damage traceable to his fault or negligence in the performance of his contract.

1.16 MATERIALS AND WORKMANSHIP:

- A. All work shall be done in a neat, workmanlike manner. All materials, equipment and workmanship shall fully conform to the requirements of the contract documents and shall be in every respect in accordance with the best modern practice. All materials and equipment shall be new and of standard first-grade quality and design. Materials and equipment shall be assembled and erected in a neat, workmanlike manner and in proper level and alignment.
- B. All materials shall meet or exceed the standards in this Contract and all Rhode Island Department of Transportation and Federal Highway Administration standards.

1.17 SLEEVES AND INSERTS:

- A. All anchor bolts, sleeves, inserts, hangers, foundation bolts, conduit boxes and other similar appurtenances shall be installed in the walls, floors, and roofs of the various structures as the work progresses. Such appurtenances shall be installed whether or not they are shown on the drawings or specified and compensation for such work shall be considered as having been included in the various contract prices.

1.18 OTHER REQUIREMENTS:

A. Existing Utilities and Structures:

1. Contractor shall be responsible for damage to water pipes, electrical wires, conduits, drains, sewers, buildings, and other structures, that may be met within prosecution of the work, owned by individuals, by firms or corporations, or by the municipality. Contractor shall be liable for damages to public or private property resulting therefrom.
2. Shore or sling up in their places, without injury, water pipes, electrical conduits, and other structures. Maintain them in constant operation except as may be required to connect and disconnect from them.

B. Special Openings: Early in the work, confer with all parties providing apparatus of various kinds. Should any be of a size and character that cannot properly be taken into the building to its indicated position through openings shown, make necessary arrangements for the installation of such items in a manner satisfactory to those providing them and to the Owner. Make good any damage that may be caused thereby.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

1. PART 1 - GENERAL

1.1 SUMMARY:

- A. This section describes the measurement of and the payment for the work to be done under the items listed in the BID.

1.2 UNIT QUANTITIES:

- A. Quantities indicated in the Bid Proposal are for bidding and contract purposes only. Quantities will be determined by the Contractor and submitted to the Engineer for review.
- B. If the actual work requires more or fewer quantities than those indicated, the Contractor will not be entitled to any adjustments in the Unit Bid Price as indicated in the Bid Proposal.

1.3 MEASUREMENT OF QUANTITIES:

- A. Volume will be determined by using the mean length, width and height or thickness.
- B. Area will be determined by using the mean length, width, or radius.
- C. Length will be determined by measuring along the horizontal projection of the centerline.
- D. The Engineer shall determine the appropriate method for measuring and computing each quantity, and for estimating the sums due for the various kinds of work and material, using such methods, tools, and degrees of precision as are suitable for the particular measurement, item or computation. When requested by the Engineer, assistance in measuring or determining quantities shall be provided by the Contractor by furnishing the help of personnel on the site, by furnishing copies of invoices, or by other means.

1.4 PRICES INCLUDE:

- A. The prices stated in the Proposal include full compensation for:
 - 1. Furnishing all the labor, equipment and material needed for, and for performing the work and building the structures contemplated by the Contract and also for assuming all risks of any kind for expenses arising by reason of the nature of the soil, ground water, or the action of the elements.
 - 2. All excavation and backfilling.

3. The removal of and delay or damage occasioned by trees, stumps, tracks, pipes, ducts, timber, masonry, or other obstacles.
4. Removing, protecting, repairing, or restoring, without cost to the Owner, all pipes, ducts, drains, sewers, culverts, conduits, curbs, gutters, walks, fences, tracks, sandbags, or other obstacles, road pavements and other ground surfacing, whether shown on plans or not, for draining, damming, pumping or otherwise handling and removing, without damage to the work or to other parties, and without needless nuisance, all water or sewage from whatever source which might affect the work or its progress, or be encountered in excavations made for the work.
5. Furnishing, inserting, and removing all sheeting, shoring staging, cofferdams, dewatering systems, etc.
6. All signs, fencing, lighting, watching, guarding, temporary surfacing, bridging, snow removal, etc., necessary to maintain and protect travel on streets, walks and private ways.
7. Making all provisions necessary to maintain and protect buildings, fences, poles, trees, structures, pipes, ducts and other public or private property affected or endangered by the work.
8. The repair or replacement of such things if injured by neglect of such provisions for removing all surplus or rejected materials as may be directed.
9. Replacing, repairing, and maintaining the surfaces of streets, highways, public and private lands if and where disturbed by work performed under the Contract or by negligence in the performance of work under the Contract.
10. Furnishing of filling materials in case of any deficiency or lack of suitable materials.
11. Obtaining all permits and licenses and complying with the requirements thereof, including the cost of furnishing any security needed in connection therewith.
12. Any and all expenses on account of the use of any patented device or process.
13. Protection against inclement or cold weather.
14. All expenses incurred by or on account of the suspension, interruption, or disturbance of work.
15. The cost of the surety bond and adequate insurance.

16. All taxes, fees, union dues, etc., for which the Contractor may be or become liable arising out of his operations incidental to the Contract.
 17. Equipment on the site and away there from.
 18. Tools, implements and equipment required to build and put into good working order all work contemplated by the Contract and maintaining and guaranteeing the same as provided.
 19. Fulfilling all obligations assumed by the Contractor under the Contract and its related documents.
 20. All labor, materials, and work incidental to the completion of the project. This requires that all associated costs and schedule impacts be included in the contractor's costs whether or not the specified measure and payment terms herein specifically identify these as separate items.
- B. The Owner shall pay, and the Contractor shall receive the prices stipulated in the Bid Proposal made a part hereof as full compensation for everything performed and for all risks and obligations undertaken by the Contractor under and as required by the Contract.
 - C. The prices for those items which involve excavation shall include compensation for removal and disposal of existing pavement, disposal of surplus excavated material, handling water, and installation of all necessary sheeting, shoring, and bracing.
 - D. In all items involving excavation, the price shall be based on doing the entire excavation in earth and, boulders less than one (1) cubic yard, as defined in the Contract Documents. Where bedrock, and boulders larger than one (1) cubic yard, are encountered any excavation required, shall be in addition to the cost of excavating earth and boulders and no deduction will be made in the amount for earth and boulder excavation.
 - E. The prices for all pipe items shall constitute full compensation for furnishing, laying, jointing, and testing; earth excavation, backfill and compaction; materials for bedding pipe as specified; and cleaning up.
 - F. Items of work shown on the drawings or specified or required to complete the work but not listed separately under the list of items in the Bid Proposal shall be included in the cost of payment under the various applicable bid items of work and no separate payment will be made for such items. It shall be the responsibility of the Contractor to verify any missing or incomplete items.
 - G. All damaged or disturbed items of work, or items required to be removed and replaced due to construction purposes and operations that are not listed in the Bid Proposal, shall be restored, replaced, or repaired by the Contractor in a manner satisfactory to the Engineer, at no additional expenses to the Owner.

1.5 UNIT PRICES AND LUMP SUM PRICES:

- A. Each unit or lump sum price stated in the BID shall constitute full compensation for all labor, equipment, materials, and all incidental and appurtenant work required or necessary to satisfactorily complete the specified work in accordance with the contract documents and specifications.
- B. Payment for unit prices will be computed on the basis of the unit price bid in the Bid Proposal for each item, and the quantity of units completed.
- C. Payment for lump sum prices will be computed on the basis of the percentage of work completed on each item in the contract Bid Proposal. The Contractor's breakdown submitted to the Engineer of the lump sum bid items will be used only as a guide to determine percentage of completion.

1.6 METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

A. Bid Items:

- 1. Compost Filter Sock:
 - a. Method of Measurement: Compost Filter Sock shall be measured on a linear foot basis.
 - b. Method of Payment: Compost Filter Sock shall be paid as follows:
 - i. 100% after all work is completed and accepted.
- 2. Placement of Millings Beneath Guardrail:
 - a. Method of Measurement: Placement of Millings Beneath Guardrail shall be measured on a linear foot basis.
 - b. Method of Payment: Placement of millings shall be paid as follows:
 - i. 100% after all work is completed and accepted.
- 3. Removal and Disposal of Concrete Masonry:
 - a. Method of Measurement: Removal and Disposal of Concrete Masonry shall be measured on a cubic yard basis.
 - b. Method of Payment: Removal and disposal shall be paid as follows:
 - i. 100% after all work is completed and accepted.
- 4. Masonry Stone Repairs:
 - a. Method of Measurement: Masonry Stone Repairs shall be measured on a cubic yard basis.
 - b. Method of Payment: Masonry Stone Repairs shall be paid as follows:
 - i. 100% after all work is completed and accepted.
- 5. Steel Beam Guardrail Approach End Treatment:
 - a. Method of Measurement: Approach End Treatment shall be measured on a per each basis.
 - b. Method of Payment: Approach End Treatment shall be paid as follows:
 - i. 100% after all work is completed and accepted.

6. Steel Beam Guardrail:
 - a. Method of Measurement: Steel Beam Guardrail shall be measured on a linear foot basis.
 - b. Method of Payment: Steel Beam Guardrail shall be paid as follows:
 - i. 100% after all work is completed and accepted.
7. Traffic Control by Police:
 - a. Method of Measurement: Traffic Control by Police shall be measured by the man hours expended.
 - b. Method of Payment: Traffic Control by Police shall be paid as follows:
 - i. 100% after all work is completed and accepted.
8. Flagpersons:
 - a. Method of Measurement: Flagpersons shall be measured by the man hours expended.
 - b. Method of Payment: Flagpersons shall be paid as follows:
 - i. 100% after all work is completed and accepted.
9. Flagpersons Overtime:
 - a. Method of Measurement: Flagpersons Overtime shall be measured by the man hours expended.
 - b. Method of Payment: Flagpersons Overtime shall be paid as follows:
 - i. 100% after all work is completed and accepted.
10. Mobilization& Demobilization:
 - a. Method of Measurement: Mobilization & Demobilization shall be measured on a lump sum basis.
 - b. Method of Payment: Mobilization & Demobilization shall be paid at the start of the project after the contractor's equipment has been mobilized to the site. The total cost shall not exceed five percent (5%) of the total Bid cost and Mobilization cost shall not exceed 60% of the item cost. The minimum Demobilization cost shall be 40%.
11. Loam Borrow 4 Inches Deep:
 - a. Method of Measurement: Loam Borrow shall be measured on a square yard basis.
 - b. Method of Payment: Loam Borrow shall be paid as follows:
 - i. 100% after all work is completed and accepted.
12. Seeding:
 - a. Method of Measurement: Seeding shall be measured on a square yard basis.
 - b. Method of Payment: Seeding shall be paid as follows:
 - i. 100% after all work is completed and accepted.

END OF SECTION

SECTION 09930

TRAFFIC CONTROL BY POLICE

DESCRIPTION. This work shall consist of providing police officers as deemed necessary by the Engineer and/or Chief of Police for the direction and control of both vehicular traffic and pedestrians within the limits of the project, all in accordance with these Specifications.

QUALIFICATIONS. Police officers shall wear regulation uniforms and should be regular, reserve, or special officers of the communities in which they serve.

METHOD OF MEASUREMENT. Services of "Traffic Control by Police" will be measured for payment by the number of hours for each person rendering services in accordance with directions of the Engineer and/or Chief of Police. This is to include, however, only such traffic persons as are employed within either the limits of the construction or the right-of-way for the project, upon detours stipulated in the Contract; or upon detours ordered by the Engineer and/or Chief of Police.

Traffic persons furnished by the Contractor for continued use of a detour or bypass beyond the period for which the Engineer deems such traffic persons necessary to the proper completion of the project or at locations where traffic is unnecessarily restricted by the Contractor's method of operation, will not be measured for payment.

BASIS OF PAYMENT. "Traffic Control by Police" will 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 community or communities involved and approved by the Engineer.

The estimated lump sum figure (allowance) established by the Town and as extended in the Project Bid Sheet is an authorized amount from which payments will be drawn. When approaching 90-percent of the lump sum bid item, the Engineer will conduct an analysis of remaining time required for this item. If necessary, the amount will increase in a lump sum dollar figure, which reflects the additional time needed.

NOTES:

"Municipal Police Traffic Control: Before the use of municipal police traffic control is authorized, the Contractor must submit a written request 48-hours in advance of their use and obtain written approval from the Director of Public Services. The written request will state the date(s), time(s), number of police personnel, police vehicles, proposed locations, and any other pertinent information. A justification for their use and explanation of why their use is required instead of flagpersons must be included. If written authorization is not obtained before the Contractor commits to their use, the Contractor shall be responsible for reimbursing the Town for the full cost for using municipal police traffic control. This amount will be deducted from the next payment application."

Contractor shall submit weekly to the Town of South Kingstown Project Engineer, a Police Detail sign-in and sign-out roster. Contractor representatives will be required to complete the Town provided form daily. Form will be on the project site at all times for inspection by a Town representative. The South Kingstown Police Department may be contacted at (401) 318-7031.

END OF SECTION

SECTION 09940 and 09950

FLAGPERSONS AND FLAGPERSONS OVERTIME

DESCRIPTION. Provide flagpersons as directed by the Engineer to assist in controlling traffic through the construction site, all in accordance with these Specifications.

QUALIFICATIONS. Flagpersons must wear protective clothing, be equipped with hand signaling devices for controlling traffic and follow flagging procedures all as described in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), with corrections and revisions. Location of flagpersons with respect to the work operation must be approved by the Engineer before work commences.

Flagpersons must be thoroughly familiar with the most recent publication of the "Flagging Handbook," published by the Federal Highway Administration and must possess a certificate of satisfactory completion from a training course approved by the Department.

Flagpersons must dress appropriately at all times. Bright orange vests and orange hats will be worn whenever flagpersons are actively engaged in flagging. Any flagpersons determined to be ineffective in controlling traffic by the Engineer may be removed at the discretion of the Engineer.

METHOD OF MEASUREMENT. Services of "Flagpersons" will be measured for payment by the number of hours for each person rendering services in accordance with the orders of the Engineer. This is to include, however, only such flagpersons as are employed within the limits of the construction project, upon detours stipulated in the Contract, or upon detours ordered by the Engineer. Flagpersons furnished by the Contractor for continued use of a detour or by-pass beyond the period for which the Engineer deems such flagpersons necessary for the proper completion of the project or at locations where traffic is unnecessarily restricted by the Contractor's method of operation, will not be measured for payment. The minimum hours of payment for any individual flagperson in any one day shall be the same as for Union Laborers. Overtime hours will be measured separately and paid under the applicable item in the Proposal.

BASIS OF PAYMENT. The current minimum acceptable unit bid prices per man-hour shall be the prevailing rate set by the Rhode Island Department of Labor at the date of the pre-bid meeting.

The unit bid price per man-hour as paid to the Contractor shall constitute compensation for the flagperson services - including fringe benefits, and for associated protective clothing, hand signaling devices, communications equipment and other applicable equipment and incidentals deemed necessary by the Engineer. Overtime will be compensated for separately and in accordance with the union contract.

The hourly rate of wages paid by the Contractor for flagperson services shall not be less than the prevailing rate set by the Rhode Island Department of Labor. There will be no consideration for increasing the unit bid price for flagpersons during the first eighteen months of the Contract dating from the Contract bid date. If after eighteen months the prevailing rate for flagpersons is increased due to contractual agreements with the applicable union(s), the Department, upon receipt of proper documentation, will increase the contract unit bid price to the actual rate of pay plus fringe benefits. All subsequent rate increases will also be addressed.

END OF SECTION

RIDOT SPECIAL PROVISION

206 – COMPOST FILTER SOCK

DESCRIPTION. This work includes providing compost filter sock erosion controls. Ensure that all erosion, sediment, and pollution prevention controls and devices are in place before the start of work per these Contract Documents and related Environmental Permits.

Compost filter socks include a flexible mesh tube filled with composted material and staked to the ground with wooden stakes.

MATERIALS. Ensure that compost filter sock material contains composted organic matter according to AASHTO Designation R 51-13 and meets all applicable Federal and State regulations. For compost filter socks 18 in. or less in diameter, use wooden stakes 1 in. × 1 in., at 10 ft intervals on center, and of a length that projects into the soil 1 ft leaving 3 in. to 4 in. protruding above the filter sock. For compost filter socks greater than 18 in. in diameter, use wooden stakes 2 in. × 2 in., at 10 ft intervals on center, and of a length that projects into the soil 1 ft, leaving 3 in. to 4 in. protruding above the filter sock. Use filter sock netting materials made of biodegradable materials if to remain in place.

CONSTRUCTION METHODS.

Installation. The following stipulations apply:

- Use compost filter socks either fabricated on-site or delivered to the site.
- Trenching is not required. Place the compost filter socks over the top of ground and drive the wooden stakes in pairs on each side of the filter socks to secure them to the ground. Cut down or remove heavy vegetation and grade uneven surfaces to ensure that the compost filter sock uniformly contacts the ground surface.
- Place filter socks in a continuous line. Where ends intersect, use a sleeve to create an interlock with a 2 ft overlap. After one section is filled and the ends tied off, pull the next section over the tied-off end of the previous section to create a 2 ft overlap. Stake the overlap and ensure that the intersecting overlaps do not allow stormwater to break through at the intersection points.

Removal. This work includes the removal of the compost filter sock and stakes. Before removal, remove all accumulated sediment and debris. Do not remove the erosion, sediment, and pollution prevention controls until the adjacent exposed areas are free from future uncontrolled discharges. Cut open the mesh filter sock material, remove the mesh, rake the compost material out level to the surrounding grades, and then seed. After removal of the compost filter socks, finish the remaining exposed areas as specified in **Para. b of Subsection 206.03.1** of the State of Rhode Island and Providence Plantations, Department of Transportation Standard Specifications for Road and Bridge Construction, February 2025 Edition with all revisions (RIDOT Standards). For biodegradable filter sock netting material, the materials may remain in place, but the Contractor shall cut open, rake out, level up with the ground, and seed.

METHOD OF MEASUREMENT. Compost Filter Sock will be measured by the number of linear feet installed.

BASIS OF PAYMENT. The price constitutes full compensation for all labor, materials, and equipment, including mesh filter socks, removal of mesh filter socks, compost filter material, stakes, removal of stakes, grading, raking and seeding as necessary to match the surrounding area, and all incidentals required to finish the work complete and accepted.

END OF SECTION

RIDOT SPECIAL PROVISION

213 - PLACEMENT OF MILLINGS BENEATH GUARDRAIL

DESCRIPTION. This work includes the placement of asphalt millings from cold planing operations at all guardrail locations less than 2 ft from the edge of the existing pavement.

MATERIALS. Millings include asphalt material ground or crushed so that 100 percent of the material passes a 1 in. sieve. Ensure that the millings are free of debris, topsoil, and soil clumps.

CONSTRUCTION METHODS. Obtain millings from stockpiled locations on the Project site or off-site sources. Do not use millings from off-site sources unless authorized by the Engineer. Ensure that the millings are free of debris, topsoil, and soil clumps. Unless otherwise directed by the Engineer, place millings according to the following:

- For guardrail installations 4 ft or less from the face of guardrail to the edge of pavement, place the millings from 1 ft behind the post to the edge of pavement to a depth of 5 in.
- For guardrail installations greater than 4 ft from the face of guardrail to the edge of pavement, place the millings for a width of 2 ft on center with the guardrail post to a depth of 5 in.

Grade beneath the guardrail to ensure that the finished surface of the millings is flush with the asphalt berm or edge of pavement and shaped, compacted, and sloped to drain away from the pavement. Do not dismantle the guardrail to perform any work associated with this item. Restrict the stockpiling of millings to approved, on-site locations. Do not stockpile millings on the roadway shoulder or adjacent to a travel lane.

Excavate and remove the material beneath the guardrail, in compliance with the SESC, to ensure that damage to the guardrail does not occur. Dispose of all material removed from beneath the guardrail, including excess millings.

METHOD OF MEASUREMENT. Placement of Millings Beneath Guardrail will be measured by the linear feet of guardrail for which millings were placed.

BASIS OF PAYMENT. Payment at the Contract unit price is full compensation for all resources, labor, materials, equipment, and incidentals required to finish the work, complete and accepted.

END OF SECTION

RIDOT SPECIAL PROVISION

803 – REMOVAL AND DISPOSAL OF EXISTING CONCRETE MASONRY

DESCRIPTION. The work pertains to the removal and disposal of existing concrete masonry including all elements cast within or attached to the concrete masonry.

MATERIALS. Not Applicable.

CONSTRUCTION METHODS

Disassembly

Remove all concrete masonry including all elements cast within or attached to the concrete masonry by means of suitable power and hand tools that will not cause over-breakage or dislodging of surrounding stone, and properly dispose of the material. Perform all repairs resulting from over-breakage to the satisfaction of the Engineer at no additional cost to the Town.

Equipment Plan

Submit to the Engineer for written approval before the commencement of work, the methods and equipment to be used for removal and disposal, any special removal methods adjacent to existing utility lines or structures and the methods and Shop Drawings for temporary shielding. These approvals however, shall not relieve the Contractor of sole liability for damages resulting from his operations.

Temporary Shielding

When required, erect and maintain a temporary shielding system to ensure that no materials, debris, or equipment will fall to the ground, water, or below the structure or damage any nearby structures, utilities or roadway. Submit Shop Drawings for written approval describing the details and design of the shielding system. Design for the anticipated weight of all material to be supported but not less than a live load of 100 lb/sq ft. Use a Professional Engineer licensed in the State of Rhode Island for the design. Immediately retrieve and dispose of any materials, debris, or equipment that accidentally falls to the ground or the nearby water. Do not initiate any concrete removal operations where shielding is required until the shielding is installed.

Utilities

Provide all Utility Companies advance notice for concrete masonry removal operations that will be performed adjacent to their utility lines. Confirm the location, materials, and status of each utility line with the Utility Companies before any concrete masonry removal.

Operations

Properly dispose of all removed materials from the site as the work progresses. Do not store or bury material/debris on site. Provide a means of dust control satisfactory to the Engineer, including the use of water and/or any alternative methods.

METHOD OF MEASUREMENT. Removal of Existing Concrete Masonry will be measured for payment by the cubic yards of concrete masonry removed and disposed.

BASIS OF PAYMENT. Payment at the Contract unit price is full compensation for all resources, labor, materials, equipment, and incidentals required to finish the work described herein, complete and accepted.

END OF SECTION

RIDOT SPECIAL PROVISION

807.9901 MASONRY STONE REPAIRS

DESCRIPTION. This specification is intended to cover all masonry related work, including repointing mortar joints, grouting masonry voids and furnishing/replacing/resetting stones around the stone headwall of the culvert openings to prevent roadway materials from filtering through the joints. This work shall conform to Section 807 of the RI Standard Specifications, except as modified by the plans and this specification.

All work shall conform to DEM permit and all local, state, and federal requirements relative to working over a waterway.

Masonry work shall not be performed prior to the removal of the existing block wall.

No work shall be performed in the waterway.

CONSTRUCTION METHODS. Contractor shall be aware of the difficult working conditions, including but not limited to, the water velocity through the culvert and proximity to the adjacent pedestrian bridge. There will be no extra payment or time extension for dealing with these conditions, including but not limited to scheduling work and/or seasonal impacts.

All mortar joints with loose mortar and/or voids shall be cleaned out with appropriate tools and the cost shall be included under this item.

After cleaning, joints shall be re-pointed with a fast-setting grout along their face and grout tubes installed simultaneously with end caps at each stone intersection. After the pointing material is sufficiently cured, the caps shall be removed and tubes shall be grouted.

Joints shall be repointed to a maximum depth of 4". Material beyond this depth will be pumped grout.

The Contractor may eliminate grout tubes where voids are shallow (i.e. 4" or less). No extra payment will be made for re-pointing or grouting joints which vary in depth.

Where grout tubes are required with voids greater than 4" to 12" maximum, Contractor shall determine sufficient depth of re-pointing at no extra cost for re-pointing.

No extra payment will be made for grout tubes, including tubes, caps, installation, and final trimming of ends.

Length of tubes shall be determined by the Contractor.

Grouting Masonry Voids shall be done in a workmanlike manner to ensure solid grouting of all voids.

Repointing shall be done prior to grouting masonry voids to facilitate grouting operations.

Contractor shall prevent excess grout from falling into the water or onto the ground below.

Upon completion of grouting in an area, the grout tubes shall be capped to avoid contamination from water during curing period.

Once the grout has sufficiently cured, the grout tubes shall be removed below the surface of joint and the area shall be patched with re-pointing material. The final surface shall have no visible signs of the grout tube. Removing grout tubes and patching shall be included in cost of grouting.

Grouting operations shall be done concurrently with the installation of the new or reused stones. Any stones which become loose, or those stones surrounded by mortar joints which become cracked as result of the Contractor's operations shall be removed, cleaned and reset at no extra cost.

New stones shall match the existing stones with respect to shape, color, size, finish, and composition.

METHOD OF MEASUREMENT. 807.9901 "Masonry Stone Repairs" will be measured by the number of cubic yards of stones repaired and includes any cleaning required, repointed joints, grouted voids above water, and replace/reset used or new stones, in accordance with the Plans and/or as directed by the Engineer.

BASIS OF PAYMENT. The accepted quantity of Item 807.9901 "Masonry Stone Repairs" shall be paid for at the contract unit price per cubic yards of stones repaired as listed in the Proposal. The price so stated shall constitute full and complete compensation for all labor, materials, equipment, and other incidentals necessary to finish the work, complete and accepted by the Engineer. Any cleaning required due to contractor's operations, including but not limited to, staining resulting from grout, or mortar placement, shall be cleaned to the satisfaction of the Engineer at no additional cost.

END OF SECTION

RIDOT SPECIAL PROVISION

901 – STEEL BEAM GUARDRAIL

DESCRIPTION. Use steel beam guardrail, steel beam guardrail long span, and guardrail end treatment sections that comply with the currently adopted edition of the *AASHTO Manual for Assessing Safety Hardware* (MASH). Use steel thrie beam guardrail and steel beam guardrail thrie beam transition panels that comply with the National Cooperation Highway Research Program (NCHRP) 350 *Recommended Procedures for the Safety Performance Evaluation of Highway Features*. Ensure that all traffic control devices (e.g., object markers, reflectors) comply with the currently adopted edition of the *Manual on Uniform traffic Control Devices* (MUTCD). Use millings beneath all guardrail types installed in earth. Ensure that all guardrail details conform to the *RIDOT Standard Details*.

Steel Beam Guardrail

Steel beam guardrail includes both W-beam and thrie beam guardrail. Furnish and install galvanized coated steel beam guardrail at the required locations.

Steel Beam Guardrail Approach End Section

Furnish and install a steel beam guardrail approach end treatment, at the required locations, that is an energy absorbing terminal section. Furnish an object marker and affix it to the approach end of the guardrail terminal.

Steel Thrie Beam Guardrail Long Span

Furnish and install a Steel Thrie Beam Guardrail Long Span at the required locations.

MATERIALS.

Steel Components for Guardrail Hardware

Use steel components for guardrail hardware that conform to **Subsections M08.03** and **M08.08** of the State of Rhode Island and Providence Plantations, Department of Transportation Standard Specifications for Road and Bridge Construction, February 2025 Edition with all revisions (RIDOT Standards).

Guardrail End Treatment, Energy Absorbing Terminal

For energy absorbing terminals, use products listed on the State's Approved Materials List or approved equivalents. Ensure that any products not on the Approved Materials List have been tested and verified to meet all applicable criteria for MASH. If the product is not on the AML, provide supporting documentation such as an FHWA acceptance letter or crash testing results.

Ensure that the object marker affixed to the approach end of the guardrail terminal meets the requirements of the latest MUTCD and that every terminal has an object marker. Ensure that the object marker conforms to the size and shape of the approach end of the guardrail terminal with alternating black and retroreflective yellow stripes sloping downward at an angle of 45 degrees toward the side of the guardrail on which traffic is to pass. Use high intensity retroreflective sheeting for the object marker and ensure that the sheeting conforms to AASHTO M 268, Type A, Standard Specification for Retroreflective Sheeting for Flat and Vertical Traffic Control Applications. Ensure that the object marker has a smooth weather-resistant outer surface, a pre-

coated pressure sensitive adhesive backing, and adhere to steel. Ensure that the adhesive has no staining effect on the retroreflective sheeting and is mildew resistant.

CONSTRUCTION METHODS.

Installation

a) Posts

- Steel Posts. Mechanically drive steel posts, with the exception of end anchor posts. Where boulders or other unsuitable materials are encountered in driving, remove and replace with suitable material to permit the setting of the post.

In driving steel posts, provide suitable driving caps and equipment to prevent battering or damage to the posts and to prevent the galvanizing on the posts above the ground line from being scratched, defaced, or damaged.

- Wood Posts. Set wood posts in dug holes or drive into the ground and backfill and compact the dug posts and the area adjacent to the post.
- b) Rail Elements. Erect rail elements, including brackets and backup rails where required, to produce a smooth, continuous installation. Draw tight all bolts, except adjustment bolts.
- c) Reflectorized Triangular Delineators. Install silver reflectors on the right side of the road and amber on the left side. Place the reflectorized aluminum washer in the valley of the beam when mounting the beam onto each sixth post. See **SECTION T18** of the RIDOT Standards.
- d) Steel Beam Guardrail Approach End Treatment. Install the guardrail end treatment and affix the object marker according to the manufacturer's written instructions. Ensure that the object marker is free of burrs, scratches, or damage and has a smooth surface.

Cut Galvanized Elements

Before final erection for all galvanized elements that have been cut or worked to destroy the zinc coating and cause the base metal to be exposed, clean and paint the exposed base metal with one coat of zinc dust-zinc oxide paint and a finish coat of aluminum paint that is compatible with the zinc rich paint.

Submittals

Before the installation of any steel beam guardrail system components, furnish three copies of the manufacturer's installation manual to the Engineer. Submit for approval the Shop Drawings for steel beam guardrail and guardrail terminals not on the Approved Materials List according to **Subsection 105.02** of the RIDOT Standards.

Repair and/or Replace Guardrail

For permanent guardrail that is damaged by traffic after installation but before Final Acceptance of the Contract, repair or replace the damaged elements based on **Subsection 109.04(d)** of the RIDOT Standards.

Repair or replace existing guardrail that is damaged by traffic, and/or perform maintenance of the system if required as determined by the Engineer. This work includes 1) repairing components of an existing guardrail system, or 2) replacing the existing guardrail with new guardrail and removal

of the existing components and/or system. Remove and dispose of all damaged material and debris as directed by the Engineer.

Complete repairs required as a result of manufacturing defects, installation defects, or Contractor operations at no additional cost to the Town.

When required, furnish replacement parts and repair the unit as necessary after notification from the Engineer. Comply with the following timeframes:

- 72 hours for guardrail end treatments
- 10 days for all other guardrail repairs

Notify the Engineer if the work cannot be completed within the required timeframe.

Before initiating repairs, ensure that the area is protected and that the work continues until all repairs are complete. Ensure that the repaired system complies with the manufacturer's specifications for a new system.

METHOD OF MEASUREMENT.

Steel Beam Guardrail

Steel Beam Guardrail will be measured by the number of linear feet, end-to-end of continuous sections installed. This measurement does not include the guardrail end sections (either Steel Beam Guardrail Approach End Treatment or Steel Beam Guardrail Anchorage Trailing End Sections). This measurement includes all installations of Steel Beam Guardrail Long Span, Steel Thrie Beam Guardrail Long Span, and/or Steel Beam Guardrail Thrie Beam Transition Panel.

Steel Beam Guardrail Approach End Section

Steel Beam Guardrail Approach End Treatment will be measured by the number of units installed.

BASIS OF PAYMENT.

Steel Beam Guardrail

The price constitutes full compensation for all labor, materials, and equipment, including hardware, nuts, bolts, washers, splice plates, reflectorized triangular delineators, posts driven in earth, trimming and fine grading, and all incidentals required to finish the work, complete and accepted. The price also includes the installation of any Steel Beam Guardrail Long Span, Steel Thrie Beam Guardrail Long Span, and/or Steel Beam Guardrail Thrie Beam Transition Panel.

Millings are paid for separately.

Steel Beam Guardrail Approach End Section

The price constitutes full compensation for all labor, materials, trimming and fine grading, equipment and incidentals required to finish the work, complete and accepted.

END OF SECTION

RIDOT SPECIAL PROVISION

L01 - LOAM

DESCRIPTION. This work includes placing loam to the required lines, grades, limits, and depths.

MATERIALS. Provide loam, plantable soil, and high organic soil that is clean and free of any undesirable material and conforms to **SECTION M18.** of the State of Rhode Island and Providence Plantations, Department of Transportation Standard Specifications for Road and Bridge Construction, February 2025 Edition with all revisions (RIDOT Standards).

CONSTRUCTION METHODS. Place all materials on surfaces that are true to the required lines, grades, and cross sections. Place and spread the materials to the required depth and minimum thickness of 4 inches.

Provide the loam from sources outside the Project limits. Submit a sample for testing before the placement of loam. The Engineer will approve the sample before placement. Loam that does not meet the requirements in **SECTION M18** of the RIDOT Standards will be rejected.

Before placement, prepare the surface to receive the loam. Remove and dispose of all roots, sod, weeds, cobbles, or stone with any dimension greater than 1 in.

Grade the loamed surface and, in addition to the removal and disposal before placement, remove and dispose of all roots, sods, weeds, cobbles, or stones with any dimension greater than 1 in. After shaping and grading, do not allow any trucks or other equipment that is not required to perform seeding, mulching, or mowing operations on the loamed areas.

Perform this work only with permission from the Engineer. The Engineer may suspend work when it is determined that soil or weather conditions are unsuitable for spreading and/or grading loam. Resume work with the approval of the Engineer.

Seed all loamed areas within two weeks after spreading the loam. Refer to **SECTION L02** of the RIDOT Standards for dates and other requirements. Maintain the loamed areas free from erosion until Project acceptance.

METHOD OF MEASUREMENT. All loam furnished and spread or rehandled and shaped will be measured by the number of square yards for the surface area on which it is placed.

BASIS OF PAYMENT. Payment at the Contract unit price is full compensation for all resources, labor, materials; removal and disposal of all roots, sod, weeds, cobbles, or stone with any dimension greater than allowed; trimming and fine grading; and equipment and incidentals required to finish the work, complete and accepted.

END OF SECTION

RIDOT SPECIAL PROVISION

L02 - SEEDING

DESCRIPTION. This work includes the preparation of the seed bed, furnishing and placing materials, and establishing the grassed areas. Work includes the following types:

- Type 2. Loamed areas adjacent to lawns or sidewalks, seeded with a Residential Seed Mix.

MATERIALS. Use lime, fertilizer, mulch, water, and seed mixtures that conform to **SECTION M18.** of the State of Rhode Island and Providence Plantations, Department of Transportation Standard Specifications for Road and Bridge Construction, February 2025 Edition with all revisions (RIDOT Standards).

CONSTRUCTION METHODS.

Seeding Dates

- Spring Seeding between April 1 and May 31.
- Fall Seeding between August 15 and October 15.

Seeding at other than the above times will be allowed only with the written permission of the Engineer. The Engineer may suspend work when it is determined that soil or weather conditions are unsuitable for raking and/or seeding. The Contractor may resume work when approved by the Engineer.

Notify the Engineer at least 48 hours in advance of initiating seeding. Where there is existing or new plant material, ensure that no lime, fertilizer, mulch, and/or seed mix contacts the plant material or their mulched areas.

Preparation of Areas for Seeding

Type 2 (Residential Seeding). Hand rake Type 2 areas to a finished grade. Remove and dispose of all sticks, litter, wire, weeds, cable, cobbles, and stones larger than ½-in. in any dimension. After hand raking, roll the entire area. Blend the finished grade of the proposed area into the adjacent lawns (where applicable).

Application of Lime

Apply lime (ground or pelletized) dry and spread evenly over the entire surface to be seeded. Use an application rate of 1 ton per acre. Complete the raking after the lime and fertilizer have been applied.

Application of Fertilizer

After the application of lime, spread the fertilizer at the rate of 850 lb per acre.

Sowing of Seed

After the seed beds have been prepared as outlined in **Subsections L02.03.2** through **L02.03.4** of the RIDOT Standards, apply grass seed conforming to the applicable formula in **Subsection M18.10** of the RIDOT Standards according to the specified rates. Apply the fertilizer, grass seed, and cellulose fiber mulch for all Types in one operation.

- Type 2 (Residential Seeding). Seed Type 2 areas with a Residential Seed Mix. Use additional hand raking and rolling in lieu of mulch. The Engineer will not accept these areas until a generally weed-free, 3 inch stand of grass is established.

Mulching

Cover all seeded areas with a suitable mulch at the time of seed application. Use cellulose fiber mulch that conforms to **Subsection M18.08.1** of the RIDOT Standards.

Use cellulose fiber mulch separately or as part of a hydroseeding operation. If cellulose fiber mulch is applied separately, apply the mulch immediately after the seeding operation.

Remove cellulose fiber mulch that becomes adhered to signs, sign posts, lighting standards, new or existing plant materials, and/or walls.

Care During Construction

Reseed any areas that fail to show a uniform growth of grass until the areas are covered with a satisfactory growth of grass as approved by the Engineer.

For the seed, fertilizer, etc., used in reseeding operations, use the required application rates and required seeding dates as previously specified.

- a. Watering. Water Type 2 seeded areas within 72 hours of the seeding operation. One additional watering may be required.
- b. Mowing. Perform mowing on Type 2 seeded areas when the grass has obtained a height of 4 in. and then maintain at a 4 in. height until accepted.

Ensure that each cutting results in a stand of evenly mowed grass, 3 in. tall immediately following the cutting. Perform neat trimming around all poles, trees, ledges, delineators, curbs, piers, abutments, and other structures falling within the seeded areas, which will be conducted simultaneously with the mowing during each cutting operation. Trim and expose all curbs; ensure that all gutters are free of grass clippings.

- c. Failure to Perform Care During Construction. If the Engineer determines that the care during construction tasks as specified in the Contract have not been performed, the daily charge set forth in **SECTION 110** of the RIDOT Standards will be deducted from monies due the Contractor as a charge for failure to comply with this Specification. The daily charge will continue each consecutive calendar day until the deficiencies have been corrected to the satisfaction of the Engineer.

METHOD OF MEASUREMENT. Seeding will be measured by the number of square yards seeded.

BASIS OF PAYMENT. Payment at the Contract unit price is full compensation for all resources, labor, materials, equipment, and incidentals required to finish the seeding work, complete and accepted.

END OF SECTION

**TOWN OF SOUTH KINGSTOWN
RHODE ISLAND**

FRESH MEADOW BROOK CULVERT REPAIRS

BID REF# SK0079PS

BID PROPOSAL

BID TO: Town of South Kingstown
Town Hall
180 High Street
South Kingstown, Rhode Island 02879

BID FROM: _____

(Print Name and Address of Bidder)

A Corporation/A Partnership/An Individual/A Joint Venture

(Bidder to strike out inapplicable terms)

The undersigned Bidder offers and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents, and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder declares that no person or persons other than those named herein are interested in this Bid; that this Bid is made without collusion with any other person, firm, or corporation; and that no person or persons acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that he has examined the Standard Instructions to Bidders, all of the other Bidding Documents, and all of the Contract Documents; that he has examined the actual site and locality where the work is to be

performed; that he has familiarized himself with the legal requirements (Federal, State, and local laws, ordinances, rules, and regulations); that he has made such independent investigation as he deems necessary; and that he has satisfied himself as to all conditions affecting cost, progress or performance of the Work; and that by signing this Bid waives all rights to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that the estimated quantities for unit Bid Prices, if any, are to be considered as approximate only. The OWNER does not expressly or by implication agree that the actual quantities will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as he may deem necessary. Neither the OWNER nor the CONTRACTOR will be entitled to any adjustments in a unit Bid Price as a result of any change in quantity and he agrees to accept the aforesaid unit Bid Prices as complete and total compensation for any additions or deductions caused by variation in quantities as a result of more accurate measurements, or by any changes or alterations in the Work ordered by the OWNER, and for use in the computation of the value of the Work performed for progress payments.

Bidder further agrees as follows: 1) that this Bid shall remain open and may not be withdrawn for the time period set forth in the Standard Instructions to Bidders; 2) that he accepts all of the terms and conditions of the Standard Instructions to Bidders, including without limitation those dealing with the disposition of his Bid Security; 3) and that, upon acceptance of this Bid, he will execute the Agreement and will furnish the required Insurance Certificates within the time period(s) set forth in the Standard Instructions to Bidders.

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

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

In accordance with the above understandings and agreements, Bidder will complete the Work for the following unit and lump sum prices:

SCHEDULE OF PRICES

In the event of discrepancy between the words and figures given, the amount written in words shall govern.

Item No.	Estimated Quantity	Total Cost Description	Unit Cost	Total Cost
1	470 LF	<u>Compost Filter Sock:</u> <div style="text-align: right;">_____ Dollars</div> And _____ Cents \$ _____	\$	\$
2	460 LF	<u>Placement of Millings Beneath Guardrail:</u> <div style="text-align: right;">_____ Dollars</div> And _____ Cents \$ _____	\$	\$
3	65 CY	<u>Removal and Disposal of Existing Concrete Masonry:</u> <div style="text-align: right;">_____ Dollars</div> And _____ Cents \$ _____	\$	\$
4	5 CY	<u>Masonry Stone Repairs:</u> <div style="text-align: right;">_____ Dollars</div> And _____ Cents \$ _____	\$	\$
5	4 EA	<u>Steel Beam Guardrail Approach End Treatment:</u> <div style="text-align: right;">_____ Dollars</div> And _____ Cents \$ _____	\$	\$

Item No.	Estimated Quantity	Total Cost Description	Unit Cost	Total Cost
6	280 LF	<u>Steel Beam Guardrail:</u> _____ Dollars And _____ Cents \$ _____	\$	\$
7	Allowance	<u>Traffic Control by Police:</u> _____ Twelve Thousand _____ Dollars And _____ Zero _____ Cents \$ _____	N/A	\$ 12,000.00
8	320 HR	<u>Flagpersons:</u> _____ Dollars And _____ Cents \$ _____	\$	\$
9	32 HR	<u>Flagpersons - Overtime:</u> _____ Dollars And _____ Cents \$ _____	\$	\$
10	1 LS	<u>Mobilization and Demobilization:</u> _____ Dollars And _____ Cents \$ _____	\$	\$

Item No.	Estimated Quantity	Total Cost Description	Unit Cost	Total Cost
11	50 SY	<u>Loam Borrow 4 Inches Deep:</u> _____ Dollars And _____ Cents \$ _____	\$	\$
12	50 SY	<u>Seeding:</u> _____ Dollars And _____ Cents \$ _____	\$	\$

DEFINITIONS - BID ITEMS

This project includes a Bid as listed below. The intent is to undertake the Bid work as allowed by the project permits and available funds.

A) BID ITEMS

- Item No. 1: Compost Filter Sock shall include, but not be limited to, all labor, materials, and equipment, including mesh filter socks, removal of mesh filter socks, compost filter material, stakes, removal of stakes, grading, raking and seeding as necessary to match the surrounding area, and all incidentals required to finish the work complete and accepted.
- Item No. 2: Placement of Millings Beneath Guardrail shall include, but not be limited to, all equipment, materials, labor, and costs associated with placing a layer of asphalt millings at all guardrail locations less than 2 ft from the edge of the existing pavement.
- Item No. 3: Removal and Disposal of Existing Concrete Masonry shall include, but not be limited to, all equipment, materials, labor, and costs associated with the removal and legal disposal of the existing masonry block walls on each side of the roadway. This includes any temporary shielding that may be required to protect the Brook from this work and excavation and removal of the block walls to approximately 6-inches below finished grade.
- Item No. 4: Masonry Stone Repairs shall include, but not be limited to, all equipment, materials, labor, and costs associated with the installation of the stone furnishing/replacing/resetting, joint cleaning, joint re-pointing, grouting, temporarily stockpiling material and all incidentals required to finish the work.
- Item No. 5: Steel Beam Guardrail Approach End Treatment shall include, but not be limited to, all labor, materials, trimming and fine grading, equipment and incidentals required to finish the work, as required per manufacturer instructions.
- Item No. 6: Steel Beam Guardrail shall include, but not be limited to, all labor, materials, and equipment, including hardware, nuts, bolts, washers, splice plates, reflectorized triangular delineators, posts driven in earth, trimming and fine grading, and all incidentals required to finish the work, complete and accepted. The price also includes the installation of any Steel Beam Guardrail Long Span, Steel Thrie Beam Guardrail Long Span, and/or Steel Beam Guardrail Thrie Beam Transition Panel.
- Item No. 7: Traffic Control by Police item is an estimated lump sum figure (allowance) established by the Town and as extended in the Project Bid Sheet is an authorized amount from which payments will be drawn. "Traffic Control by Police" will be paid to the Contractor on the basis of actual cost as submitted by the Contractor in the form of a bill of laden from the local community or communities involved and approved by the Engineer.

- Item No. 8: Flagpersons hourly rate of wages paid by the Contractor for services shall not be less than the prevailing rate set by the Rhode Island Department of Labor. The current minimum acceptable unit bid prices per man-hour shall be the prevailing rate set by the Rhode Island Department of Labor at the date of the pre-bid meeting.
- Item No. 9: Flagpersons Overtime hourly rate of wages paid by the Contractor for services shall not be less than the prevailing rate set by the Rhode Island Department of Labor. The current minimum acceptable unit bid prices per man-hour shall be the prevailing rate set by the Rhode Island Department of Labor at the date of the pre-bid meeting.
- Item No. 10: Mobilization & Demobilization shall include, but not be limited to, all equipment, material, labor, and costs associated with moving equipment, workers and materials to the site, cleaning the site and removing all equipment and materials completely from the site, and all project management efforts and costs, required to complete the project. Mobilization & Demobilization cost shall not exceed 5 percent (5%) of the total Base Bid cost and the Mobilization cost shall not exceed 60% of the total item cost.
- Item No. 11: Loam Borrow 4 Inches Deep shall include, but not be limited to, all resources, labor, materials; removal and disposal of all roots, sod, weeds, cobbles, or stone with any dimension greater than allowed; trimming and fine grading; and equipment and incidentals required to finish the work, complete and accepted.
- Item No. 12: Seeding shall include, but not be limited to, all resources, labor, materials, equipment, and incidentals required to finish the seeding work, complete and accepted.

BID FORM

BID REF# SK0079PS

Pursuant to and in compliance with the INVITATION TO BID, GENERAL CONDITIONS, and the INSTRUCTIONS TO BIDDERS relating thereto, the undersigned Bidder hereby states that he/she (they or it) has carefully examined the **CONTRACT DOCUMENTS** and the party understands the provisions, requirements, terms, and conditions thereof, all of which are acknowledged to be part of the **BID PROPOSAL**.

Further, he/she (they or it) has become familiar with local conditions and the extent of Work; has determined the required quality, quantity, and sources of supply of all plant, equipment, materials, tools, supplies, labor and all other facilities and things necessary or proper or incidental to the continuous execution and completion of the Work as required; and hereby agrees to perform the Contract in strict accordance with the **CONTRACT DOCUMENTS** within the time frame set forth herein.

The undersigned Bidder hereby agrees that the BID PROPOSAL submitted shall remain in effect and binding upon the Bidder for a period of 90 calendar days, from the date and time Bids are received.

The undersigned Bidder declares that his BID PROPOSAL in all respects is fair and made without collusion with any other person, firm, and/or corporation making a proposal for this Work.

The undersigned Bidder, if awarded the Contract by the Town, hereby agrees to enter into a Contract for said project within seven (7) calendar days from the date of said Notice.

TOTAL AMOUNT OF BASE BID:

_____ \$ _____
(written) (figures)

Business: _____

Address: _____

Signature: _____

_____(printed name and title)

Date: _____ Phone: _____

EIN: _____(Employer Identification Number)

This proposal is made with the understanding that it will be accepted or rejected by the office of the Town Council or Town Manager within **ninety (90) days** from date set for the receipt of bids.

Dated this day of _____ 20____

Signed: _____

Business Address: _____

If the bidder is a firm, the following must be filled out:

Name: _____

Business Address: _____

If the bidder is a corporation, the following must be filled out:

This corporation is organized under the laws of the State of _____

Name: _____

Principal office at: _____

The officers are:

(Full Name)

(Residence)

_____ President _____

_____ Treasurer _____

_____ Directors _____

_____ _____

_____ _____

REFERENCES

Bidders or their subcontractors must have a minimum of at least three years' experience in road reconstruction work. The bidder must furnish satisfactory evidence that he or his subcontractor has the ability and experience to perform this class of work. Bidders must provide examples of similar work, location of such work along with references, contact person and telephone numbers. Bids from companies not containing this information will not be considered.

The bidder is required to state below that work of a similar character to that included in the proposed contract he has done and gives references which will enable the Town of South Kingstown to make inquiries and judge as to his experience, skill, available financial resources, credit, and business standing.

Provide reference names, company name or organization, telephone numbers, type of work performed, etc.

REGULATORY PERMITS

It shall be the Contractor's responsibility to post environmental permits/assents in a noticeable location within the project area. It is also the Contractor's responsibility to adhere to all restrictions as stated or implied by the permits/assents and orders attached thereto and included as part of these contract documents.

There shall be no special payment for work done to comply with these permits/assents and orders.

The following permits/assents and orders are attached to this Contract:

1. Rhode Island Department of Environmental Protection (RIDEM) Freshwater Wetlands Permit No. 24-0138 dated July 15, 2024.

STORM WATER POLLUTION PREVENTION PLAN

It shall be the Contractor's responsibility to install and maintain all soil erosion, runoff, and sedimentation control devices in accordance with this contract. There shall be no special payment for work done to comply with these requirements.

CONTRACT

The Contractor shall sign the contract and commence work on the ground within ten (10) working days of written notice to proceed of contract.

The Contractor agrees that all and every of the said materials shall be furnished and delivered and all and every of the said labor shall be done and performed, in every respect, to the satisfaction and approval of the Town of South Kingstown or its duly authorized representatives on or before the Final Contract Completion Date in accordance with the contract. The Town of South Kingstown shall have the right to recover liquidated damages as described in the contract documents for each calendar day elapsing after said Final Contract Completion Date in accordance with the terms hereof. Said deductions to be made or said sum to be recovered are not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this contract as of _____

TOWN OF SOUTH KINGSTOWN

In the presence of:

By: _____

TOWN MANAGER

STATE OF RHODE ISLAND

COUNTY OF WASHINGTON South Kingstown, RI, _____ 20_____

Personally appeared _____ TOWN MANAGER
signer and sealer of the foregoing instrument and acknowledged the same to be his free act and
deed in the capacity aforesaid and the free act and deed of said Town of South Kingstown, before
me.

NOTARY PUBLIC

In the presence of:

By: _____

CONTRACTOR

STATE OF RHODE ISLAND

COUNTY OF WASHINGTON South Kingstown, RI, _____ 20_____

Personally appeared _____ signer and sealer
of the foregoing instrument and acknowledged the same to be his free act and deed before me.

NOTARY PUBLIC

Appendix A

REGULATORY PERMITS



RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE OF WATER RESOURCES
235 Promenade Street
Providence, Rhode Island 02908

July 15, 2024

Town of South Kingstown – Public Services
Mark Conboy, P.E., Deputy Director/Town Engineer
509 Commodore Perry Highway
South Kingstown, RI 02879

Freshwater Wetlands Permit

Re: Application No. 24-0138 for the property and project located:

Along Broad Rock Road town road right-of way at the Fresh Meadow Brook culvert crossing, and approximately 170 feet south of its intersection with Big Water Road, near Utility Pole No. 88-2, South Kingstown, RI.

Dear Mr. Conboy:

Kindly be advised that the Department of Environmental Management's ("DEM") Freshwater Wetlands Program ("Program") has completed its review of your **Application for a Freshwater Wetlands Permit** as described in Rule 3.11 of the Rules and Regulations Governing the Administration and Enforcement of the Fresh Water Wetlands Act, 250-RICR-150-15-3 ("Rules"). This review included a site inspection of the above referenced property ("subject property") and an evaluation of the proposed removal of two free-standing parapet block walls and replacing them with a crash-worthy guardrail system and associated site alterations as illustrated and detailed on site plans submitted with your application. These site plans were received by the DEM on June 11, 2024.

Our observations of the subject property, review of the site plans and evaluation of the proposed project reveals that alterations of jurisdictional areas are proposed. However, pursuant to Rule 3.7.3B of the Rules, this project meets the Variance Criteria for Public and Governmental Bodies, and a **Freshwater Wetlands Permit** may be issued under the following terms and conditions:

Terms and Conditions for Wetlands Application No. 24-0138:

1. This letter is the DEM's permit for this project under the R.I. Fresh Water Wetlands Act, R.I. Gen. Laws § 2-1-18 et seq.
2. This permit is specifically limited to the project, site alterations and limits of disturbance as detailed on the site plans submitted with your application and received by the DEM on June 11, 2024. A copy of the site plans stamped approved by the DEM is enclosed. Changes or revisions to the project that would alter jurisdictional areas are not authorized without a permit from the DEM.
3. Where the terms and conditions of the permit conflict with the approved site plans, these terms and conditions shall be deemed to supersede the site plans.

Telephone 401.222.4700 | www.dem.ri.gov | Rhode Island Relay 711

4. You must notify this Program in writing of the anticipated start date, and of your contractor's contact information, by submitting the Notice of Start of Construction Form prior to commencement of any permitted site alterations or construction activity. You must also notify this Program in writing upon completion of the project. The Start of Construction Form can be found on the webpage: dem.ri.gov/stormwaterconstruction.
5. A copy of the stamped approved site plans and a copy of this permit must be kept at the site at all times during site preparation, construction, and final stabilization. Copies of this permit and the stamped approved plans must be made available for review by any DEM or town representative upon request.
6. The effective date of this permit is the date this letter was issued. This permit expires five (5) years from the date of this letter unless renewed pursuant to the Rules.
7. Any material utilized in this project must be clean and free of matter that could pollute any jurisdictional area.
8. Prior to commencement of site alterations, you shall erect or post a sign resistant to the weather and at least twelve (12) inches wide and eighteen (18) inches long, which boldly identifies the initials "DEM" and the application number of this permit. This sign must be maintained at the site in a conspicuous location until such time that the project is complete.
9. Temporary erosion and sediment controls detailed or described on the approved site plans shall be properly installed at the site prior to or commensurate with site alterations. Such controls shall be properly maintained, replaced, supplemented, or modified as necessary throughout the life of this project to minimize soil erosion and to prevent sediment from being deposited in any freshwater wetland, buffer, floodplain, or other jurisdictional areas not subject to disturbance under this permit.
10. Upon permanent stabilization of all disturbed soils, temporary erosion and/or sediment controls must be removed.
11. You are obligated to install, utilize and follow all best management practices detailed or described on the approved site plans in the construction of the project to minimize or prevent adverse impacts to any adjacent freshwater wetland, buffer or floodplain, or jurisdictional areas and the functions and values provided by such freshwater wetlands, buffer, floodplain, or other jurisdictional areas.

Pursuant to the provisions in 250-RICR-150-15-3.8.13 and 250-RICR-150-15-3.14.4(A), as applicable, any properly recorded and valid Freshwater Wetlands Permit is automatically transferred to the new owner upon sale of the property.

You are required to comply with the terms and conditions of this permit and to carry out this project in compliance with the Rules at all times. Failure to do so may result in an enforcement action by this Department and/or subject you to the enforcement provisions of the U.S. Army Corps of Engineer's regulations.

In permitting the proposed alterations, the DEM assumes no responsibility for damages resulting from faulty design or construction.

Kindly be advised that this permit is not equivalent to a verification of the type or extent of freshwater wetlands or jurisdictional areas on site. Should you wish to have the types and extent of freshwater wetlands verified, you may submit the appropriate application in accordance with 250-RICR-150-15-3.9.3.

Application No. 24-0138
Page 3

This permit does not remove your obligation to obtain any local, state, or federal approvals or permits required by ordinance or law and does not relieve you from any duties owed to adjacent landowners with specific reference to any changes in drainage.

Please contact Jessica Lord of this office (telephone: 401-537-4249) should you have any questions regarding this letter.

Sincerely,



Nancy L. Freeman, Environmental Scientist III
Office of Water Resources
Freshwater Wetlands Program
NLF/JAL/jal

Enclosure: Approved site plans

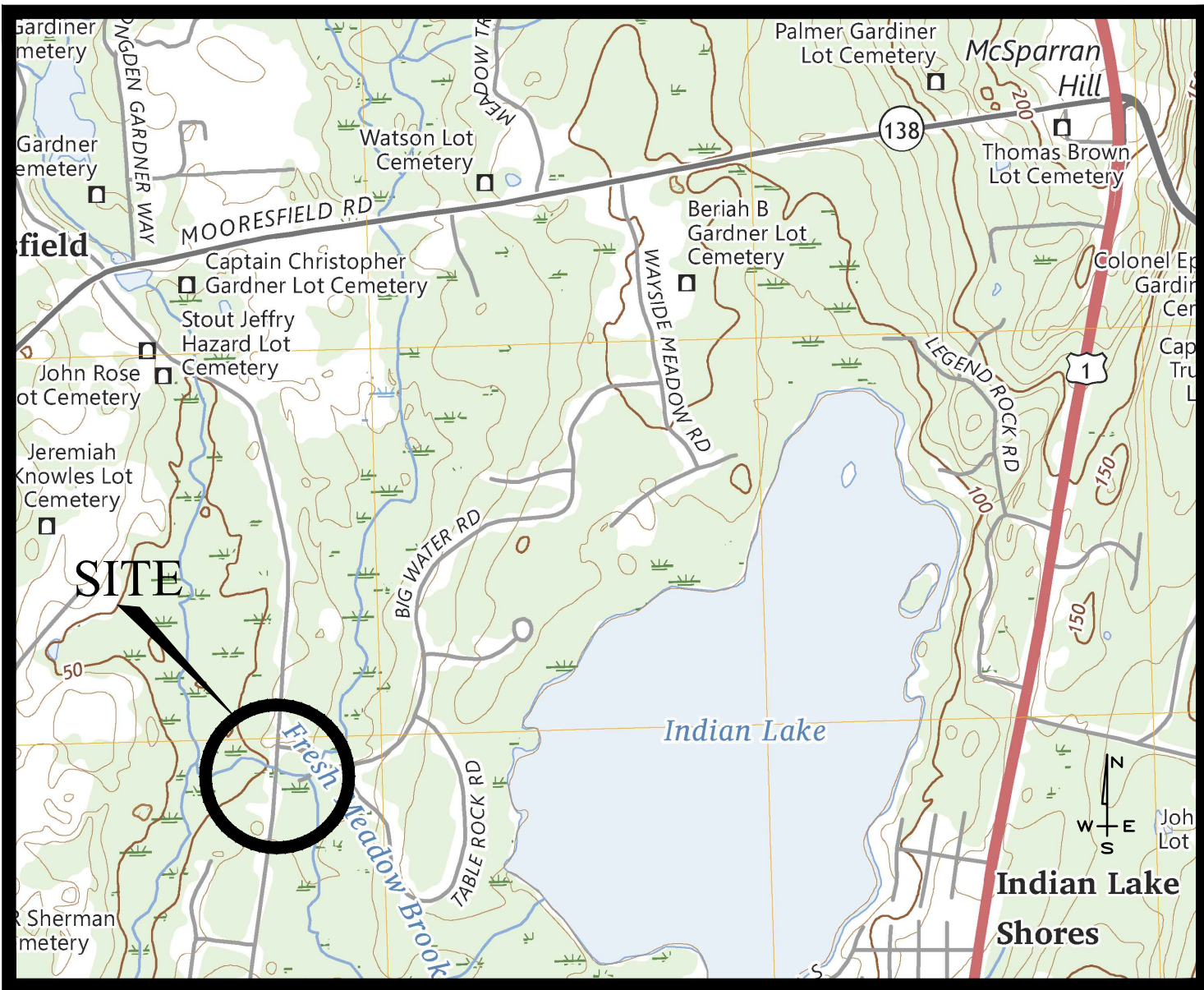
cc: Jeff E. Lewis, P.E., Garofalo & Associates, Inc.

Appendix B

**BROAD ROCK ROAD
FRESH MEADOW BROOK – CULVERT REPAIR
(BID PLANS ISSUED FOR CONSTRUCTION)**

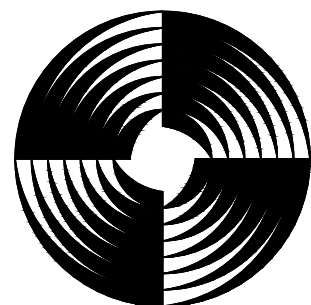
Provided under separate cover.

CONSTRUCTION PLANS
FOR
BROAD ROCK ROAD
FRESH MEADOW BROOK - CULVERT REPAIR
SOUTH KINGSTOWN, RI



LOCUS MAP
NOT TO SCALE

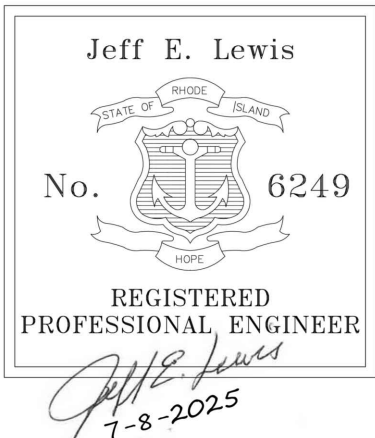
PREPARED FOR:
TOWN OF SOUTH KINGSTOWN
PUBLIC SERVICES DEPARTMENT
509 COMMODORE PERRY HWY
SOUTH KINGSTOWN, RI 02879



PREPARED BY:
GAROFALO
GAROFALO & ASSOCIATES, INC.
CIVIL & STRUCTURAL ENGINEERS
SURVEYORS \ LAND PLANNERS
85 CORLISS STREET
P.O. BOX 6145
PROVIDENCE, RI 02940
(PH) 401-273-6000 (FX) 401-273-1000

DATED:
JULY 8, 2025

PLAN SHEET LEGEND		
SHEET	PLAN TITLE	LATEST REVISION
1	COVER SHEET	
2	GENERAL NOTES & LEGEND	
3	CONSTRUCTION PLAN	
4	CROSS SECTION PLAN	
5	CONSTRUCTION DETAILS 1	
6	CONSTRUCTION DETAILS 2	



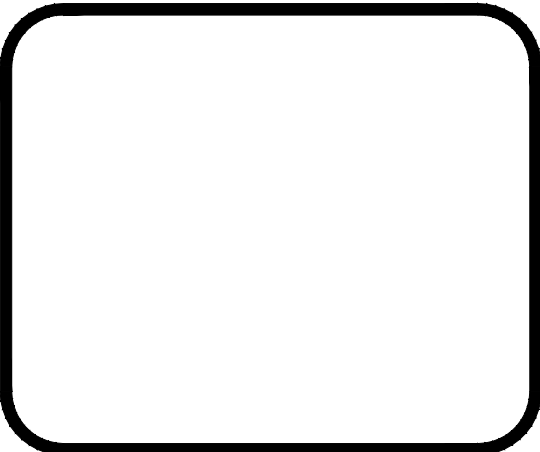
R.I. STANDARD SPECIFICATIONS AND STANDARD DETAILS

SPECIFICATIONS TO GOVERN THIS PROJECT ARE THE R.I. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, FEBRUARY 2025, WITH ALL REVISIONS AND THE STATE AND FEDERAL SPECIAL PROVISIONS INCLUDED IN THE CONTRACT DOCUMENTS.

STANDARD DETAILS FOR THIS PROJECT ARE R.I. STANDARD DETAILS, 1998 EDITION, WITH ALL REVISIONS.

CONSTRUCTION PLANS
FOR
BROAD ROCK ROAD
FRESH MEADOW BROOK
CULVERT REPAIR
IN
SOUTH KINGSTOWN,
RHODE ISLAND
PREPARED FOR
THE TOWN OF SOUTH KINGSTOWN

NO.	REVISION	BY	DATE



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P.O. BOX 6145
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TEL. 401-273-6000

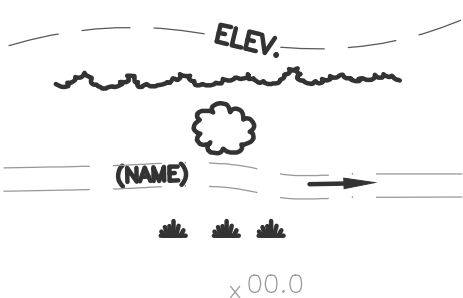
JOB NO. 7435.00	DRAWN BY MWC
DWG. NO.	CALCS BY MWC
SCALE: N/A	APPROVED JEL
DATE: JUL 8, 2025	

SHEET
1
OF 6 SHEETS

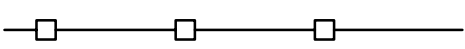
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(SIZE)D _____
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 (SIZE)W _____
 (SIZE)G _____

- WG OR GG
- ◻ CB
- MH
- HYD



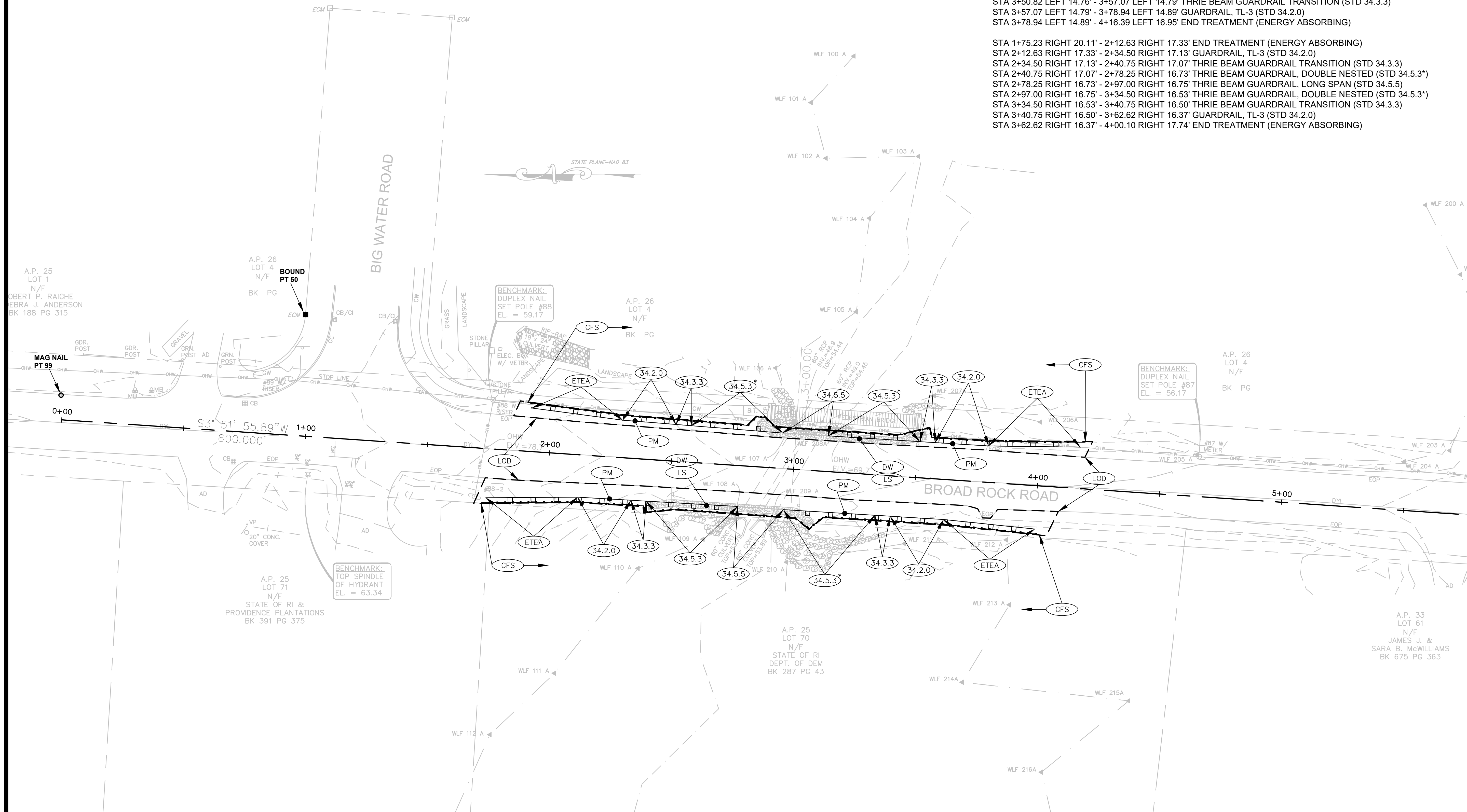
1+00



LIMIT OF DISTURBANCE

1. ALL MAINTENANCE AND PROTECTION OF TRAFFIC CONTROL SETUPS, SIGNS, CHANNELIZING DEVICES, ETC., SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
2. ALL SIGN MOUNTINGS FOR TEMPORARY AND CONSTRUCTION SIGNS SHALL BE IN ACCORDANCE WITH THE R.I.D.O.T. STANDARD SPECIFICATIONS, LATEST EDITION.
3. THE CONTRACTOR SHALL COVER ALL EXISTING AND/OR TEMPORARY SIGNS THAT ARE NOT RELEVANT TO THE TRAFFIC CONTROL REQUIRED DURING ANY PARTICULAR STAGE OF THE CONTRACT.
4. ADVANCE FLAGPERSON SIGNS (W20-7A) SHALL BE USED IN ADVANCE OF ANY POINT AT WHICH A FLAGPERSON OR A POLICE OFFICER HAS BEEN STATIONED TO CONTROL TRAFFIC. WHEN NEEDED, AN APPROPRIATE DISTANCE MESSAGE MAY BE DISPLAYED ON A SUPPLEMENTAL PLATE (24"x18") BELOW THE FLAGPERSON SYMBOL SIGN. THE SIGN SHALL BE PROMPTLY REMOVED OR COVERED WHENEVER THE FLAGPERSON IS NOT AT THE STATION.
5. POLICE OFFICERS AND FLAGPERSONS SHALL BE UTILIZED AS OUTLINED IN SECTIONS 913 & 914 OF THE RI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
6. POLYETHYLENE DRUMS SHALL BE UTILIZED AS A CHANNELIZING DEVICE WHEN A TRAFFIC CONTROL SET-UP IS TO REMAIN BEYOND WORKING HOURS WHEN NO WORKERS ARE PRESENT. CONES SHALL BE UTILIZED WHEN A TRAFFIC CONTROL SET-UP IS TO REMAIN ONLY DURING WORKING HOURS AND IS SUBSEQUENTLY BROKEN DOWN AT THE END OF THE WORKDAY.
7. ARROW PANELS SHALL BE SET IN THE FLASHING FOUR CORNERS CAUTION MODE UNLESS UTILIZED FOR A MERGING TAPER. ARROW PANELS SET IN THE FLASHING ARROW MODE SHALL NOT BE UTILIZED FOR LANE SHIFTS.
8. TEMPORARY CONSTRUCTION SIGNS AND OTHER WORKZONE TRAFFIC CONTROL DEVICES THAT ARE DAMAGED OR REQUIRE RELOCATION SHALL BE REPLACED AND / OR RELOCATED UNDER THE PAY ITEM FOR "MAINTENANCE AND MOVEMENT TRAFFIC PROTECTION."
9. THE PRIVATE VEHICLES OF CONSTRUCTION WORKERS SHALL NOT BE PARKED ON THE TRAVEL LANES OR SHOULDERS. THEY MAY BE PARKED WITHIN THE RIGHT-OF-WAY ONLY IN AREAS BEYOND THE OUTSIDE EDGE OF THE TRAVEL LANES AND/OR IN AREAS APPROVED BY THE ENGINEER.
10. TEMPORARY CONSTRUCTION SIGNS AND OTHER TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PRIOR TO THE START OF WORK IN ANY AREA OPEN TO TRAFFIC, AND SHALL BE REMOVED AS SOON AS PRACTICAL WHEN THEY ARE NO LONGER APPROPRIATE.

OF 6 SHEETS



NOTES:

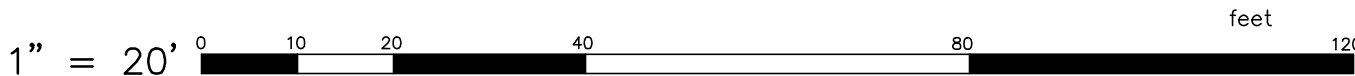
- EROSION CONTROLS SHALL BE INSTALLED PRIOR TO ANY WORK BEING PERFORMED ON THIS PROJECT.
- THE TWO BLOCK PARAPET WALLS SHALL BE REMOVED TO APPROXIMATELY 6-INCHES BELOW GRADE OR TO ALLOW FOR INSTALLATION OF THE GUARDRAIL POSTS. ALL DEBRIS SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF.
- VEGETATION TRIMMING AND CLEARING WORK SHALL BE KEPT TO THE MINIMUM AMOUNT REQUIRED FOR REMOVAL OF THE BLOCK PARAPET WALLS AND GUARDRAIL INSTALLATION. NO VEGETATION SHALL BE REMOVED FROM WITHIN THE WETLAND AREA.
- REPOINTING AND/OR GROUTING OF THE STONE HEADWALL VOIDS SHALL BE PERFORMED IN A MANNER TO PREVENT ANY DISTURBANCE TO THE WATERWAY OR WETLAND AREA. NO WATER FLOW WILL BE ALLOWED TO BE BLOCKED, REDIRECTED OR ALTERED IN ANY WAY THROUGH THE TWIN CULVERT.
- AFTER REMOVAL OF BLOCK PARAPET WALLS AND INSTALLATION OF GUARDRAIL, MILLINGS WILL BE PLACED BENEATH THE GUARDRAIL. IN ALL OTHER AREAS WHERE BLOCK WALL HAS BEEN REMOVED OR GROUND HAS BEEN DISTURBED, LOAM AND SEED SHALL BE PLACED.
- NO PAVED ROADWAY WORK IS PROPOSED AND NO CHANGE TO IMPERVIOUS AREA WILL OCCUR. ANY DAMAGE TO THE PAVED ROADWAY SURFACE WILL BE REPAIRED IN KIND BY THE CONTRACTOR AT NO COST TO THE TOWN.

GUARDRAIL DETAILS

STA 1+91.53 LEFT 17.78' - 2+28.95 LEFT 15.33' END TREATMENT (ENERGY ABSORBING)
STA 2+28.95 LEFT 15.33' - 2+50.82 LEFT 15.05' GUARDRAIL, TL-3 (STD 34.2.0)
STA 2+50.82 LEFT 15.05' - 2+57.07 LEFT 14.97' THRIE BEAM GUARDRAIL TRANSITION (STD 34.3.3)
STA 2+57.07 LEFT 14.97' - 2+94.57 LEFT 14.48' THRIE BEAM GUARDRAIL, DOUBLE NESTED (STD 34.5.3*)
STA 2+94.57 LEFT 14.48' - 3+13.32 LEFT 14.59' THRIE BEAM GUARDRAIL, LONG SPAN (STD 34.5.5)
STA 3+13.32 LEFT 14.59' - 3+50.82 LEFT 14.76' THRIE BEAM GUARDRAIL, DOUBLE NESTED (STD 34.5.3*)
STA 3+50.82 LEFT 14.76' - 3+57.07 LEFT 14.79' THRIE BEAM GUARDRAIL TRANSITION (STD 34.3.3)
STA 3+57.07 LEFT 14.79' - 3+78.94 LEFT 14.89' GUARDRAIL, TL-3 (STD 34.2.0)
STA 3+78.94 LEFT 14.89' - 4+16.39 LEFT 16.95' END TREATMENT (ENERGY ABSORBING)

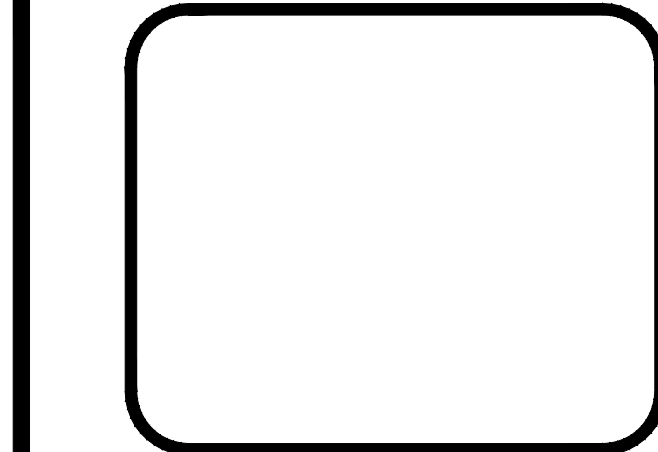
STA 1+75.23 RIGHT 20.11' - 2+12.63 RIGHT 17.33' END TREATMENT (ENERGY ABSORBING)
STA 2+12.63 RIGHT 17.33' - 2+34.50 RIGHT 17.13' GUARDRAIL, TL-3 (STD 34.2.0)
STA 2+34.50 RIGHT 17.13' - 2+40.75 RIGHT 17.07' THRIE BEAM GUARDRAIL TRANSITION (STD 34.3.3)
STA 2+40.75 RIGHT 17.07' - 2+78.25 RIGHT 16.73' THRIE BEAM GUARDRAIL, DOUBLE NESTED (STD 34.5.3*)
STA 2+78.25 RIGHT 16.73' - 2+97.00 RIGHT 16.75' THRIE BEAM GUARDRAIL, LONG SPAN (STD 34.5.5)
STA 2+97.00 RIGHT 16.75' - 3+34.50 RIGHT 16.53' THRIE BEAM GUARDRAIL, DOUBLE NESTED (STD 34.5.3*)
STA 3+34.50 RIGHT 16.53' - 3+40.75 RIGHT 16.50' THRIE BEAM GUARDRAIL TRANSITION (STD 34.3.3)
STA 3+40.75 RIGHT 16.50' - 3+62.62 RIGHT 16.37' GUARDRAIL, TL-3 (STD 34.2.0)
STA 3+62.62 RIGHT 16.37' - 4+00.10 RIGHT 17.74' END TREATMENT (ENERGY ABSORBING)

FIELD POINT DATA			
POINT #	NORTHING	EASTING	DESCRIPTION
50	332929.9955	144420.7606	CONCRETE BOUND
99	332897.0545	144520.7438	MAG NAIL
STA 0+00	332886.9469	144520.4991	BASELINE STATION
STA 5+00	332853.2394	144021.6366	BASELINE STATION



HIGHWAY CONSTRUCTION PLAN
FOR
BROAD ROCK ROAD
FRESH MEADOW BROOK
CULVERT REPAIR
IN
SOUTH KINGSTOWN,
RHODE ISLAND
PREPARED FOR
THE TOWN OF SOUTH KINGSTOWN

NO.	REVISION	BY	DATE



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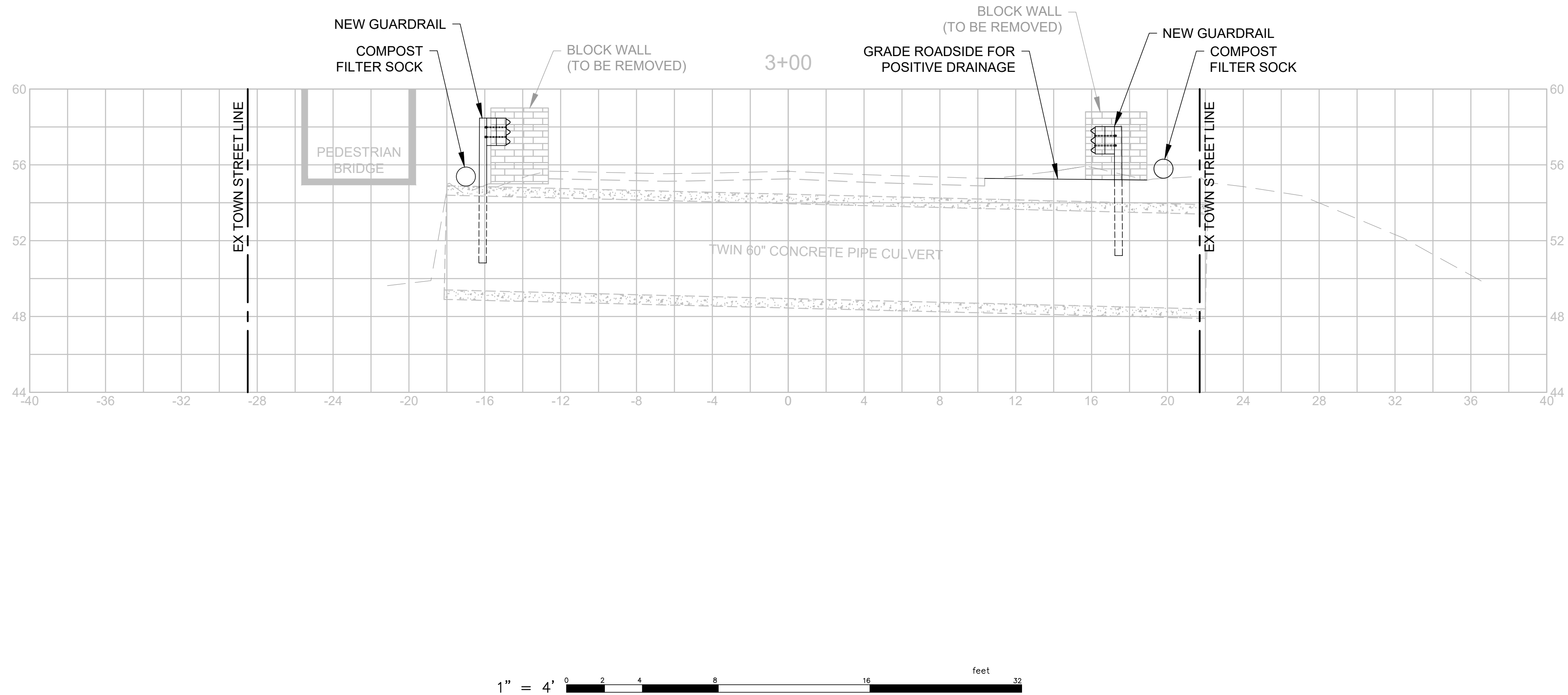
85 CORLISS STREET
P.O. BOX 6145
PROVIDENCE, R.I. 02940
TEL. 401-273-6000

JOB NO. 7435.00 DWG. NO.	DRAWN BY CALCS BY MWC
SCALE: 1"=20'	APPROVED JEL DATE: JULY 8, 2025

SHEET

3

OF 6 SHEETS



CROSS SECTION AT CLUVERT
FOR
BROAD ROCK ROAD
FRESH MEADOW BROOK
CULVERT REPAIR
IN
SOUTH KINGSTOWN,
RHODE ISLAND
PREPARED FOR
THE TOWN OF SOUTH KINGSTOWN

NO.	REVISION	BY	DATE

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DWG. NO.	CALCS BY MWC
SCALE: 1"=4'	APPROVED JEL
DATE: JULY 8, 2025	

SHEET

4

OF 6 SHEETS

NOTES:

- ALL DIMENSIONS OF STANDARD GUARDRAIL COMPONENTS, INCLUDING PANELS, POSTS, OFFSET BLOCKS, BOLTS, NUTS, WASHERS AND HOLES, ARE BASED UPON ENGLISH UNIT CONVERSIONS OF THE AASHTO-AGC JOINT COMMITTEE TASK FORCE 13 REPORT: A GUIDE TO STANDARDIZING HIGHWAY BARRIER HARDWARE ([HTTP://WWW.AASHTOF13.ORG/BARRIER-HARDWARE_PHP](http://www.aashtof13.org/barrier-hardware_php)).
- ALL GUARDRAIL MATERIALS SHALL CONFORM TO M.08 UNLESS OTHERWISE INDICATED.
- APPROVAL BY THE ENGINEER IS REQUIRED WHERE A DIFFERING GUARDRAIL CONFIGURATION IS REQUIRED FOR CONSTRUCTABILITY BEYOND THE OPTIONS SHOWN IN THESE STANDARDS OR THE PLANS.
- THE BEGIN OR END STATION LABELS SHOWN IN THESE STANDARDS CORRESPOND TO THE STATION AND OFFSET CALLOUTS SPECIFIED IN THE PLANS.
- USE 12'-6" NOMINAL LENGTH PANELS UNLESS OTHERWISE INDICATED IN THESE STANDARDS OR THE PLANS.
- ALL LAP SPLICES SHALL BE MIDSPAN UNLESS OTHERWISE SHOWN.
- LAP SPLICES SHALL BE CONSTRUCTED WITH THE SPLICE RIDGE ORIENTED DOWNSTREAM OF THE FINAL DIRECTION OF TRAFFIC IN THE NEAREST TRAVEL LANE. REORIENTING LAP SPLICES FOR TEMPORARY TRAFFIC CONTROL IS NOT REQUIRED.
- STANDARD POSTS SHALL BE STEEL OR TIMBER, UNLESS OTHERWISE INDICATED IN THE PLANS, FABRICATED TO THE DIMENSIONS SHOWN ON POST AND OFFSET BLOCK DETAILS. POSTS OF A SINGLE MATERIAL TYPE SHALL BE USED THROUGHOUT AN ENTIRE RUN OF GUARDRAIL; EXCEPTIONS ARE ALLOWED ONLY WHEN SPECIFIC MATERIAL TYPES ARE REQUIRED FOR TRANSITIONS, END TREATMENTS, ANCHORAGES, AND/OR LONG SPAN UNITS.
- DEEP POST SHALL ONLY BE USED WHERE INDICATED IN THESE STANDARDS OR THE PLANS.
- OFFSET BLOCKS, WHERE REQUIRED, SHALL BE TIMBER AND FABRICATED TO THE NOMINAL DIMENSIONS SHOWN ON POST AND OFFSET BLOCK DETAILS. PLASTIC OR COMPOSITE OFFSET BLOCKS OF THE SAME NOMINAL DIMENSIONS THAT ARE LISTED ON THE QUALIFIED CONSTRUCTION MATERIALS LIST MAY BE SUBSTITUTED. OFFSET BLOCKS OF A SINGLE MATERIAL TYPE SHALL BE USED THROUGHOUT AN ENTIRE RUN OF GUARDRAIL; EXCEPTIONS ARE ALLOWED ONLY WHEN SPECIFIC MATERIAL TYPES ARE REQUIRED FOR TRANSITIONS, END TREATMENTS, AND/OR ANCHORAGES.
- MILLINGS, WHERE CALLED, SHALL CONFORM TO SECTION 213 OF THE RI STANDARD SPECIFICATIONS. THE MILLINGS SHALL BE INSTALLED WITH A DEPTH OF 4".
- GUARDRAIL DELINEATORS, CONFORMING TO SECTION 901 SHALL BE INSTALLED AT 25' INTERVALS WITHIN 100' OF END TREATMENT OR TRAILING ANCHORAGE AND AT 100' INTERVALS IN ALL OTHER AREAS UNLESS OTHERWISE SHOWN IN THE PLANS.
- MINIMAL OFFSET DISTANCE FROM FACE OF W-BEAM PANEL TO A FIXED (NON-BREAKAWAY) OBJECT SHALL BE 48" FOR TL-2 AND 60" FOR TL-3.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

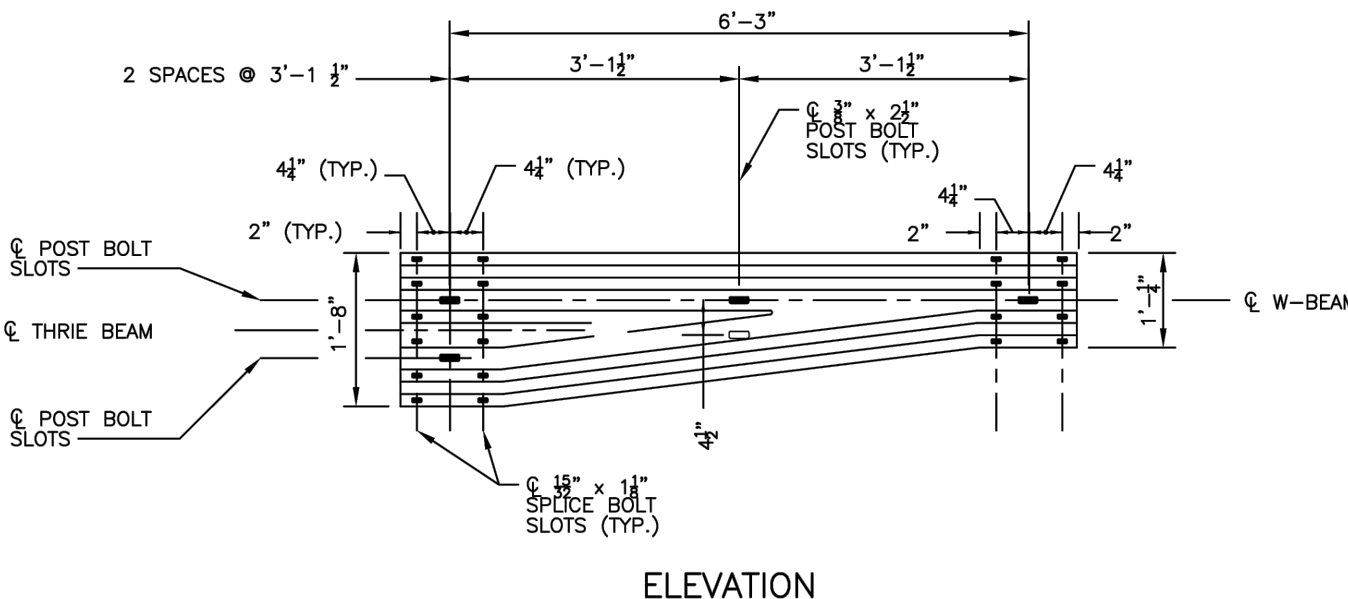
GUARDRAIL GENERAL NOTES

REVISIONS		
NO.	BY	DATE

Robert Rocchio
CHIEF ENGINEER
TRANSPORTATION

10/21/2022
ISSUE DATE

R.I.
STANDARD
34.1.0



NOTES:

- SHALL BE IN ACCORDANCE WITH SECTION 901 OF THE RI STANDARD SPECIFICATIONS.
- REVERSE DIRECTION HAS THE SAME DIMENSIONS.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

STEEL BEAM GUARDRAIL THRIE BEAM TRANSITION PANEL

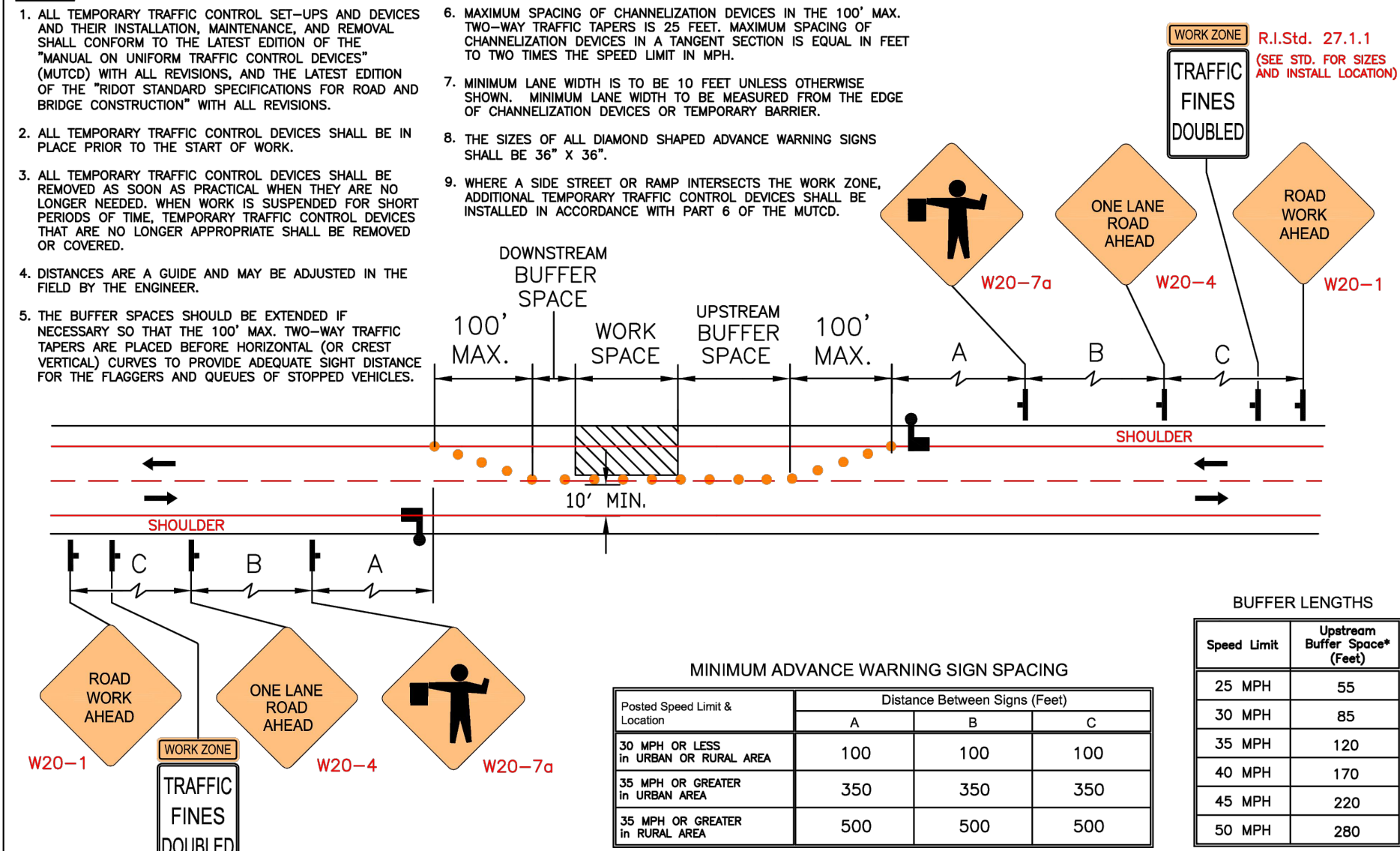
REVISIONS		
NO.	BY	DATE

Robert Rocchio
CHIEF ENGINEER
TRANSPORTATION

10/21/2022
ISSUE DATE

R.I.
STANDARD
34.3.3

NOTES:



RHODE ISLAND
DEPARTMENT OF TRANSPORTATION

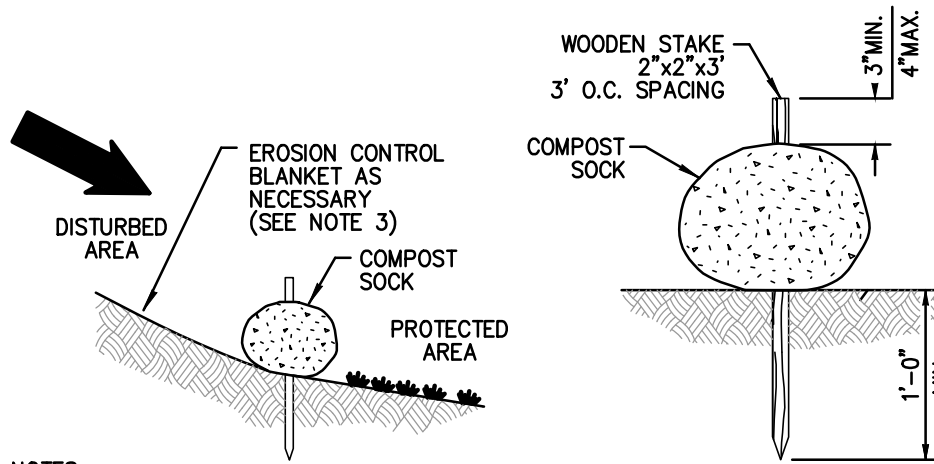
TEMPORARY
TRAFFIC CONTROL PLAN



TYPICAL LANE CLOSURE
ON
TWO-LANE ROADWAY

NOT TO SCALE

DATE: 12-23-08

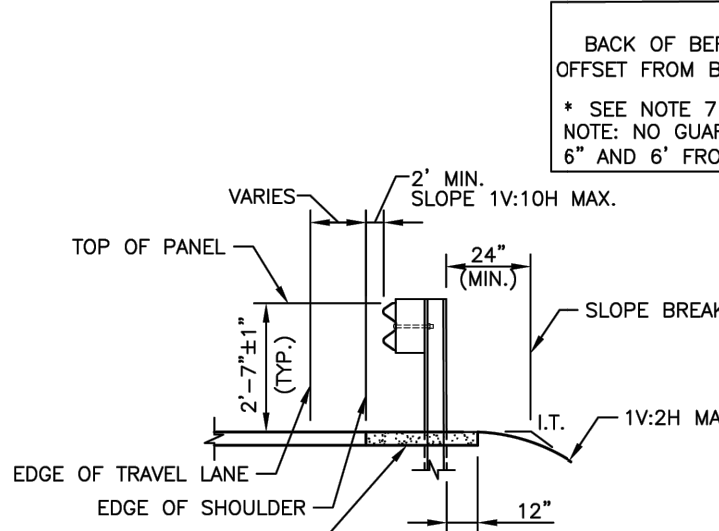


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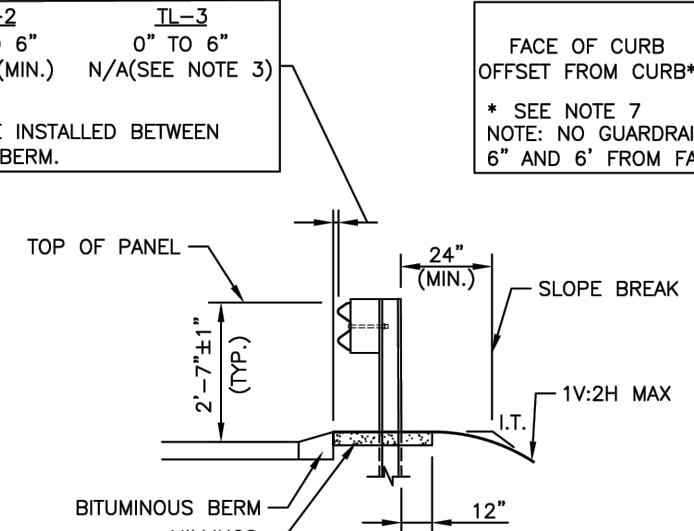
- COMPOST SOCK SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS. COMPOST SOCK SHALL BE A MINIMUM OF 8" IN DIAMETER.
- COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY THE ENGINEER.
- WHEN PLACING COMPOST SOCK ON SLOPES, USE EROSION CONTROL BLANKET IF SPECIFIED ON PLANS.
- ALWAYS INSTALL COMPOST SOCK PERPENDICULAR TO SLOPE AND ALONG CONTOUR LINES.
- REMOVE SEDIMENT FROM THE UP SLOPE SIDE OF THE COMPOST SOCK WHEN ACCUMULATION HAS REACHED 1/2 OF THE EFFECTIVE HEIGHT OF THE COMPOST SOCK.

COMPOST SILT SOCK DETAIL
NOT TO SCALE

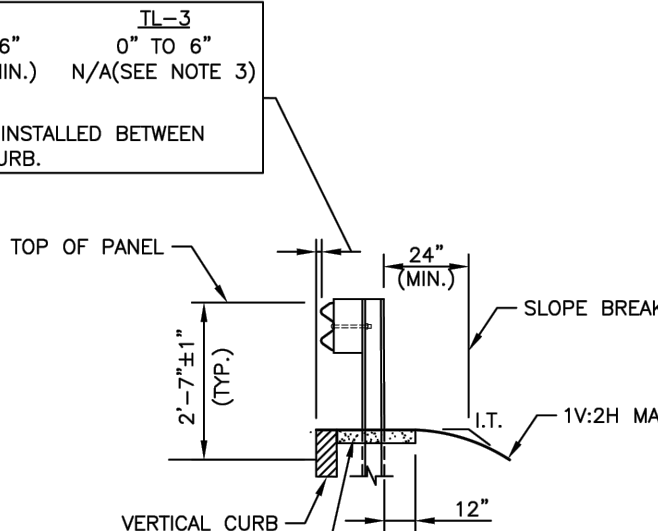
W-BEAM



EDGE OF PAVEMENT

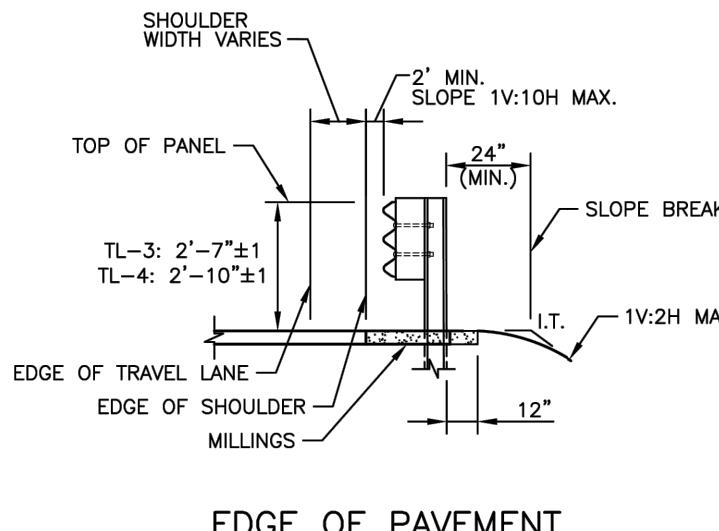


BITUMINOUS BERM

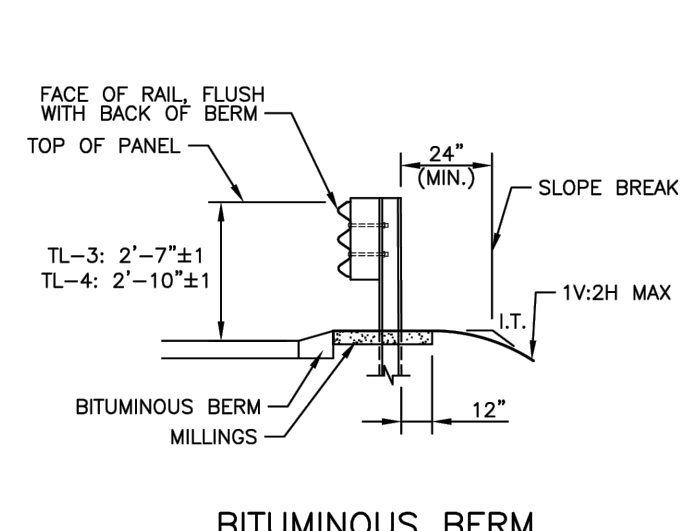


VERTICAL CURB

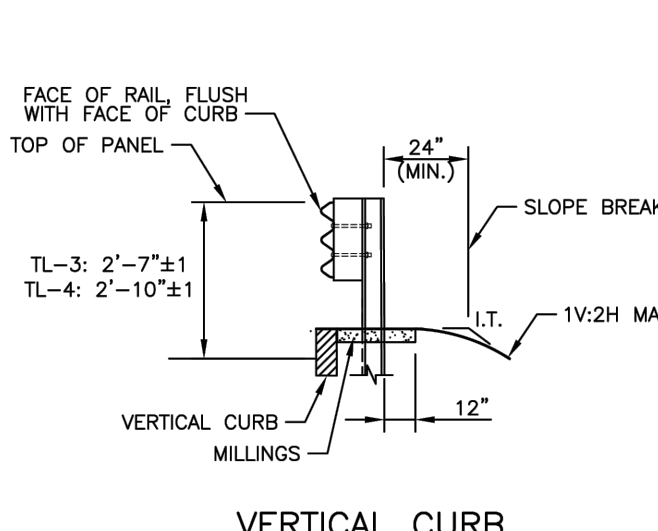
THRIE BEAM



EDGE OF PAVEMENT



BITUMINOUS BERM



VERTICAL CURB

NOTES:

- SHALL BE IN ACCORDANCE WITH SECTION 901 OF THE RI STANDARD SPECIFICATIONS.
- SHALL BE IN ACCORDANCE WITH SECTION 213 OF THE RI STANDARD SPECIFICATIONS. THE DEPTH OF MILLINGS SHALL BE 4".
- SINGLE FACED TL-3 OR TL-4 GUARDRAIL SHALL NOT BE OFFSET FROM VERTICAL CURB OR BITUMINOUS BERM UNLESS OTHERWISE SHOWN IN THE PLANS OR THESE STANDARDS.
- IN ORDER TO FACILITATE DESIGN AND CONSTRUCTION, THE OFFSET FROM THE CURB TO FACE OF GUARDRAIL DOES NOT HAVE TO BE SYMMETRICAL BETWEEN SIDES. ONE SIDE MAY BE LOCATED AT THE FACE OF CURB AND THE OPPOSITE MAY BE OFFSET.
- REFER TO STD. 34-1.0 FOR TL-3 THRIE BEAM INSTALLATION AND STD. 34.5.3 & 34.5.4 FOR TL-4 STEEL THRIE BEAM GUARDRAIL INSTALLATIONS.
- TOP OF RAIL HEIGHT MEASURED FROM 1V:10H SURFACE.
- IF OFFSET IS REQUIRED BEHIND BITUMINOUS BERM OR VERTICAL CURB, THE OFFSET SHALL BE 6 FEET MINIMUM. THE GUARDRAIL WILL MEET TL-2 UNDER THIS CONDITION.

R.I.
STANDARD
34.1.0
CONT.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

ROADSIDE GUARDRAIL INSTALLATION

10/21/2022
ISSUE DATE

Robert Rocchio
CHIEF ENGINEER
TRANSPORTATION

REVISIONS	
NO.	DATE

CONSTRUCTION DETAILS 1
FOR
BROAD ROCK ROAD
FRESH MEADOW BROOK
CULVERT REPAIR
IN
SOUTH KINGSTOWN,
RHODE ISLAND
PREPARED FOR
THE TOWN OF SOUTH KINGSTOWN

NO.	REVISION	BY	DATE

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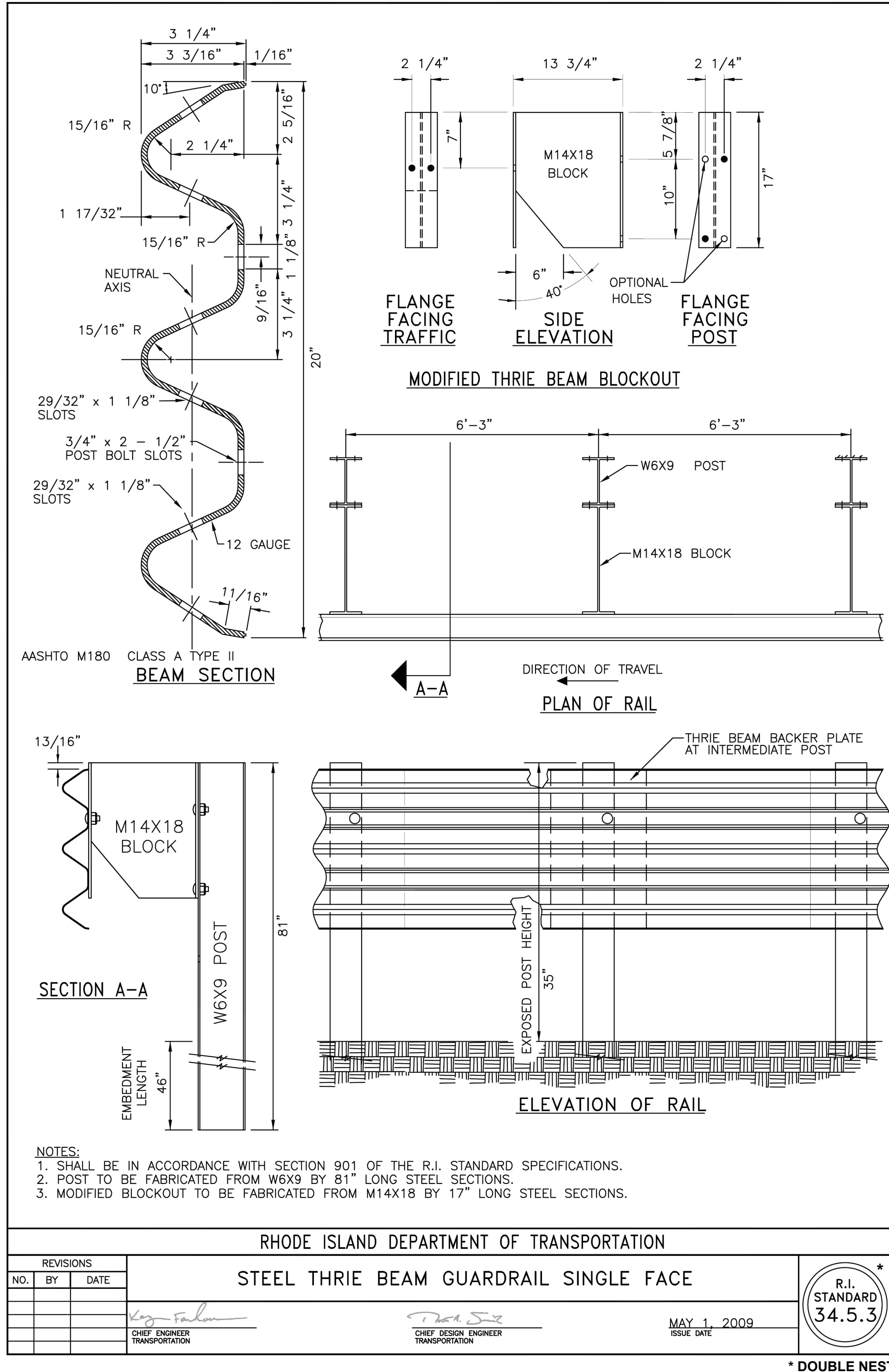
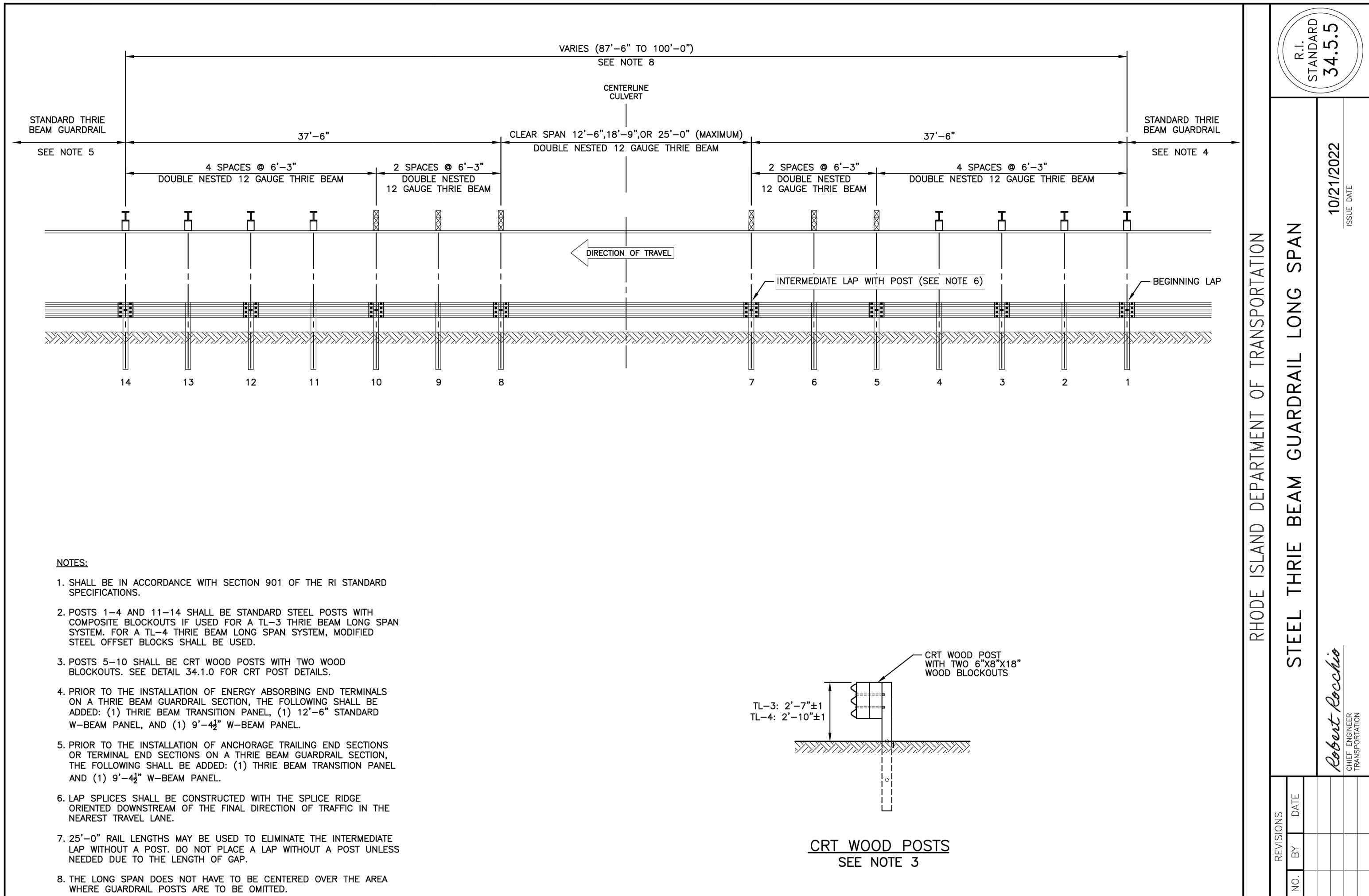
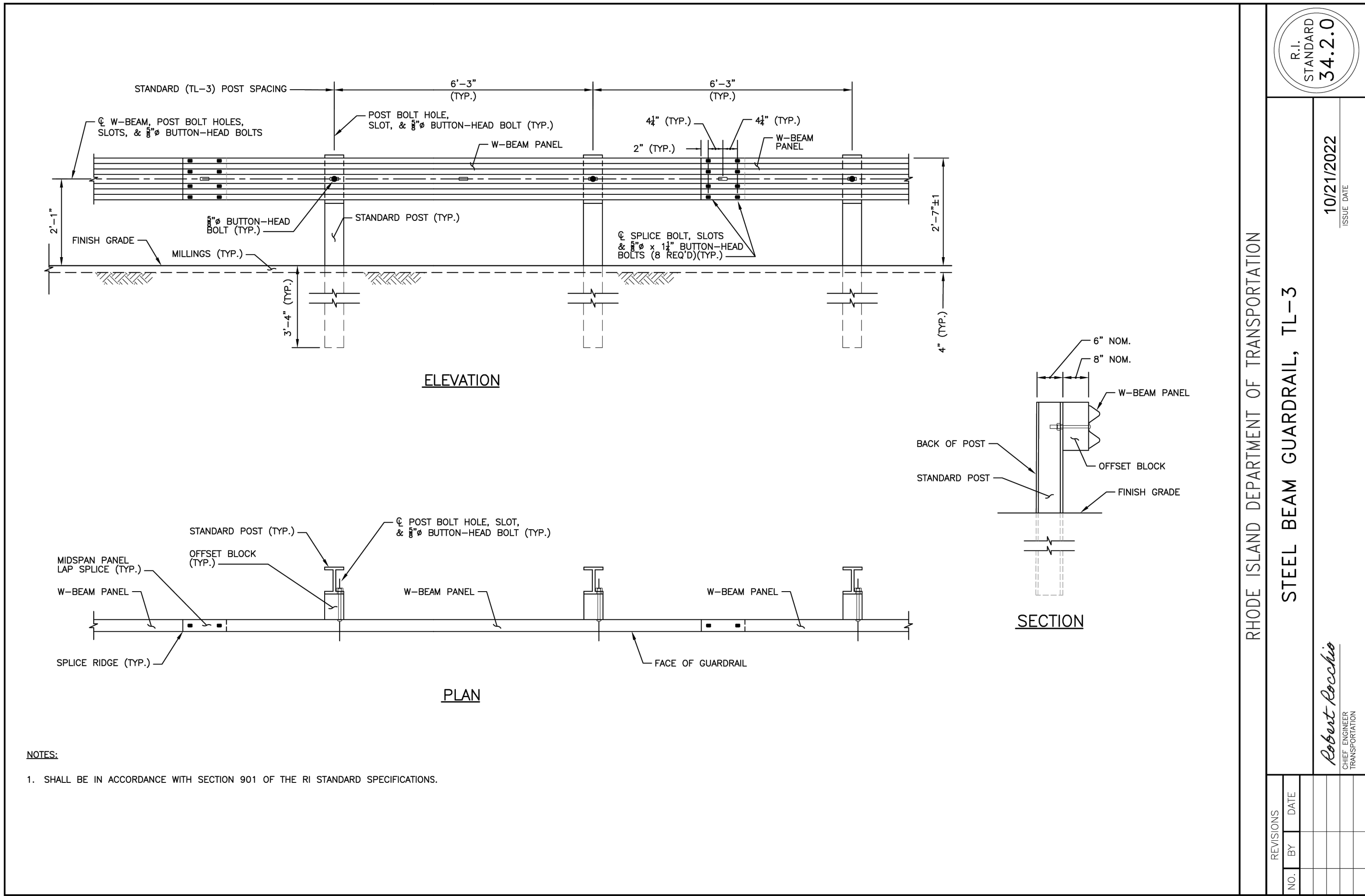
85 CORLISS STREET
P.O. BOX 6145
PROVIDENCE, R.I. 02940
TEL. 401-273-6000

JOB NO. 7435.00	DRAWN BY MWC
DWG. NO.	CALCS BY MWC
SCALE: N/A	APPROVED JEL
	DATE: JULY 8, 2025

SHEET

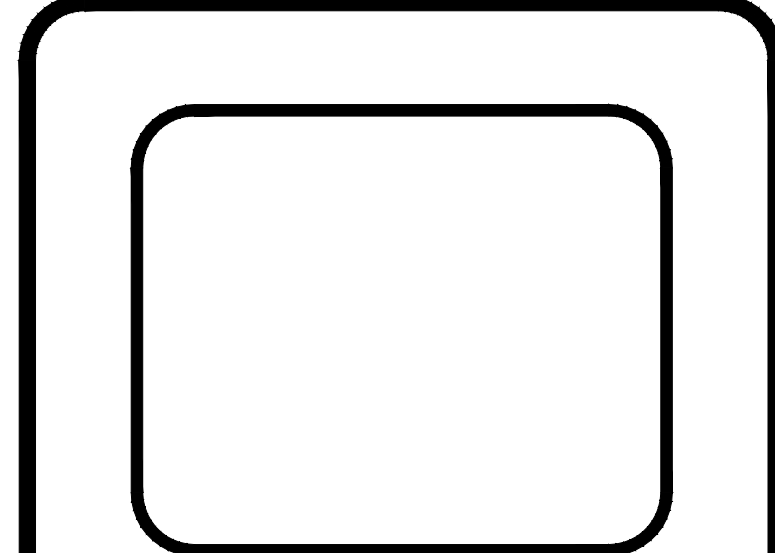
5

OF 6 SHEETS



CONSTRUCTION DETAILS 2
FOR
BROAD ROCK ROAD
FRESH MEADOW BROOK
CULVERT REPAIR
IN
SOUTH KINGSTOWN,
RHODE ISLAND
PREPARED FOR
THE TOWN OF SOUTH KINGSTOWN

NO.	REVISION	BY	DATE



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SURVEYORS & LAND PLANNERS

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SCALE: N/A	APPROVED JEL
	DATE: JULY 8, 2025

SHEET

6

OF 6 SHEETS