

2022 CURB & SIDEWALK
IMPROVEMENTS
for the TOWN OF AVILLA

NOTICE TO BIDDERS

The Avilla Town Council will receive quotes for the furnishing of the following labor and materials for sidewalk replacement in the Avilla Town Hall, 108 South Main Street, Avilla, Indiana, until 11:00 am on April 18, 2022. All proposals will be publicly opened and read aloud at that time. Proposals received later than such hour will be returned unopened. Proposals are to be enclosed in a sealed envelope clearly marked "2022 Curb and Sidewalk Improvements". Quotes submitted by mail should be addressed to the Town Manager, Town of Avilla, P.O. Box 49, Avilla, IN 46710.

The work consists basically of the construction of Concrete Curb and Gutter, Sidewalks, and Approaches at various locations within the town of Avilla.

Specification information and/or copies of the specifications are on file in Avilla Town Hall, 108 South Main Street, Avilla, Indiana or on-line at <https://avilla-in.org>.

The Town Council of the Town of Avilla reserves the right to reject any or all proposals, to waive any informality in bidding, or to award the contract as may be deemed to be in the best interest of the Town of Avilla.

Town Council
Town of Avilla

Philip Puckett, Jr., Council President
William Krock, Jr., Council Member
Paul D. Shepherd, Council Member
Rita Grocock, Clerk-Treasurer
Tena Woenker, Town Manager
Brian Carroll, Superintendent of Utilities

Town of Avilla

**PO Box 49
Avilla, Indiana 46710**

**(260) 897-2781
Fax (260) 897-2605**

INSTRUCTIONS TO BIDDERS

The Town of Avilla is desirous of receiving quotes for materials and labor for the purpose of replacing existing facilities or constructing new facilities at various locations throughout the Town. Quotes shall be submitted in a sealed envelope clearly marked 2022 Curb and Sidewalk Improvements by April 18 at 11:00 a.m. It is anticipated this work will generally be completed no later than October 14, 2022. The amount of work to be done depends on available Town funds and on funds supplied by participating property owners.

This contract will be awarded based on a weighted value of those items more often placed and the contractor's ability to construct all requested bid items.

The successful bidder shall provide a Certificate of Insurance meeting or exceeding the Insurance and Indemnification Requirements enclosed with these specifications within fifteen (15) days of notification that they are the successful bidder.

The Contractor awarded the work must have on file with the Clerk-Treasurer a License and Permit bond for General Excavation prior to any work performed in the amount of \$10,000.00 for any and all portions of the work.

Contract shall run from May 1 through October of the bid year. All proposals are to be firm for the duration of the contract and include all freight and delivery charges.

The Avilla Town Council reserves the right to reject any or all proposals, to waive any informality in bidding, or award the contract as may be deemed to be in the best interest of the town.

GENERAL SPECIFICATIONS

1. GENERAL

1.1 Concrete sidewalks shall be used to replace defective existing sidewalks or in locations having no existing sidewalks.

1.2 Curb and Gutter shall be specified for new installations or where it is necessary to replace existing curb and gutter. Before any construction shall begin it shall be the responsibility of the Contractor to ensure that the utilities in the work area have been located.

2. TRAFFIC CONTROL

The Contractor shall furnish all necessary barricades, warning lights and take any other precautions to protect the public and the work.

3. EXCAVATION

Care shall be exercised in excavation along existing pavement to avoid damage. Existing pavement, curb or gutter damaged through negligence or improper construction operations on the part of the Contractor shall be replaced at his expense.

3.1 **Sidewalks**

When replacing existing sidewalks, the Contractor shall remove and dispose of the existing sidewalk material. The subgrade for the sidewalk shall be excavated or filled as needed so that the finished sidewalk shall have the grade required by the Superintendent. During excavation the Contractor will be required to remove any and all obtrusive tree roots before placing concrete. Should the excavated areas of the subgrade be unstable, the material shall be removed and filled with compacted granular backfill placed in layers having a maximum thickness of six (6) inches and thoroughly packed. When the finished grade will vary by more than six (6) inches above or below the existing grade, that excavation or fill required to achieve the proper elevation will be paid as "Excess Excavation" or "Granular Fill" as found on the Bid Sheet. The "Excess Excavation" shall be measured in place. Fill material used in fill areas for replacement of unstable material shall be paid for per ton as "Granular Fill".

No payment will be made for granular fill required because of over- excavation or fill except as set out above. Roots shall be removed to a depth of at least six (6) inches below finished subgrade.

3.1.1 Sidewalk and/or approach removal cost reduction: Contractor shall submit a proposal for reduction of removal cost should another entity remove the existing sidewalk and/or approach, or no sidewalk exists at the site.

3.1.2 Contractor is responsible to avoid damage to existing property stakes.

3.2 **Curb and Gutter**

Where existing curb and gutter is to be replaced, the curb and gutter shall be completely removed. A trench shall be excavated to a depth and width such that when the curb and gutter is constructed it will have the proper cross-section, grade and alignment. The trench may be excavated by hand or by mechanical means. If the bottom of the trench is over excavated the bottom shall be brought to the proper elevation using layers of thoroughly compacted material

3.3 **Handicap Accessible Ramp**

Where sidewalks intersect with curbs, the curb and gutter shall be removed. The curb and sidewalk shall be replaced with handicap accessible ramp to meet American with Disabilities standards.

4. **GRADES AND WIDTHS**

4.1 **Sidewalk**

All sidewalks shall be constructed a minimum of five (5) feet in width, except in the case of the continuation of an already constructed sidewalk which is less in width than five (5) feet, but in no event shall a sidewalk be constructed less than four (4) feet in width. If the sidewalk under construction is a gap between already constructed sidewalks in the same block, it shall be constructed according to the width of the wider sidewalk. The concrete shall be a minimum of four (4) inches in thickness and shall be laid in one course in accordance with the Specifications. The surface of any walk when completed shall be in conformity with the grade given by the Superintendent and shall have a slope of one-quarter (1/4) of an inch per foot toward the center of the street. All sidewalks shall be laid with the inner edge on the property line, unless otherwise directed by the Superintendent.

4.2 **Driveway and Alley Crossings**

All driveway and alley crossings shall be constructed of concrete, conform to the sidewalk grade, and shall be six (6) inches in depth of the same quality and material as specified for sidewalks.

4.3 **Approaches**

All approaches, when constructed of concrete, shall be six (6) inches in depth, and of the quality and materials as specified for sidewalks.

4.4 **Curbing**

The grades shall be shown on the plans or as directed by the Superintendent.

4.5 **Concrete pavement patching/replacement**

Contractor shall place back the existing concrete pavement thickness, with six (6) inch thickness minimum.

5. **FORMS**

5.1 **Sidewalks**

The forms for sidewalks shall be of metal or wood, straight and free from warp and of sufficient strength to resist springing during the process of depositing concrete against them. The forms shall be of full depth of the sidewalks and shall be securely staked, braced and held firmly to the required line and grade. All forms shall be thoroughly cleaned and oiled before concrete is placed against them.

5.2 **Curbing**

The top eight (8) inches of the curb shall be formed. If the sides of the portion of the trench below the existing pavement is over excavated the Contractor shall form that portion, or at his expense, place concrete to the sides of the undisturbed soil. Forms for the upper eight (8) inches of the curb shall be so constructed and braced so that the exposed portion of the curb shall be of proper line and grade.

6. **PLACING CONCRETE FOR SIDEWALKS**

6.1 The subgrade shall be wetted before the concrete is placed thereon. The concrete shall be deposited within the forms upon the wetted subgrade to the thickness required. It shall then be leveled and tamped sufficiently to bring the mortar to the surface, after which it shall be finished smooth and even. The edge shall be rounded with an edger having a radius of one-fourth (1/4) inch. A broom shall be used for texturing and brooming shall generally be parallel to transverse joints. When the surface has received the final finish the surface shall be coated with a concrete curing compound or covered and kept wet for a period of not less than forty-eight (48) hours. No concrete shall be placed on frozen subgrade. Whenever there is a danger that the temperature will reach the freezing point, sufficient straw or other suitable material shall be added to the covering material to prevent freezing of the concrete before it is thoroughly cured.

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7. JOINTS

7.1 Expansion Joints

Preformed joint material for expansion joints shall be composed of a durable elastic compound. Expansion joints shall be placed where any sidewalk joins with any curb and gutter, where new sidewalk joins old sidewalk, and at other locations as directed by the Superintendent. Expansion joints shall be placed at intervals not to exceed fifty (50) feet.

7.2 Sidewalk Transverse Joints

Transverse joints shall be cut perpendicular to the sidewalk edge with a jointer having a radius of one-quarter (1/4) inch, at intervals not greater than the width of the sidewalk being constructed, unless otherwise directed by the Superintendent. As an alternate method of forming transverse joints, the joints may be sawed to a depth of 1" after the concrete has hardened.

7.3 Curb Contraction Joints

Contraction joints shall be sawed at ten (10) foot intervals to a depth of 1" after concrete has hardened.

8. CONCRETE

This work shall consist of a pavement composed of Portland Cement Concrete without reinforcement, constructed on a prepared subgrade in accordance with these specifications and in reasonable close conformance with the line, grade, thickness and typical cross sections shown on the approved engineering plans.

8.1 The design of the mixture shall conform to Section 501 of the current Indiana Department of Transportation Standard Specifications.

8.2 In no case shall the water used exceed a water to cement ratio of 0.487, (0.450 for early strength concrete)

8.3 The fine aggregate shall be no less than 35%, nor more than 45%, of the total weight of the aggregate in each cubic yard.

8.4 Air entraining concrete shall be used with a content of 5% to 8% by volume.

8.5 Slump for machine placed concrete shall be not less than one and one-quarter (1 1/4) inches, nor more than three (3) inches.

8.6 Slump for hand placed concrete shall be not less than two (2) inches, nor more than four (4) inches.

8.7 Each cubic yard of concrete shall contain a minimum of 564 pounds of concrete, except 700 pounds of cement per cubic yard for early strength concrete.

8.8 Concrete shall have a seven (7) day minimum compressive strength of 3,000 psi and a twenty-eight (28) day minimum compressive strength of 4,000 psi.

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8.9 All concrete shall be ready-mix concrete, mixed and delivered in accordance with the requirements of ASTM-C94-74a. Each load of concrete shall be placed within one hour after initial mixing water is added.

8.10 No water shall be added to the mix after initial batching, unless the concrete slump is less than the minimum specified. In such circumstances, water may be added only to the extent required to reach specified slump limits. Water shall be introduced under pressure, and the drum shall be turned at mixing speed an additional twenty (20) revolutions minimum to insure uniformity of mix.

9. CURING

9.1 Curing material shall meet the requirements of subsection 911.01 of the current Indiana Department of Transportation Standard Specifications. All materials used in the construction of rigid pavement (plain cement concrete) shall conform to the current Indiana Department of Transportation Standard Specifications and all current supplemental specifications with the exception that blending of stone with gravel in order to comply with mechanical crushed requirements will not be permitted.

9.2 Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least four (4) days after placement. White liquid membrane-forming compound, waterproof paper, white polyethylene sheeting, moist curing, or a combination of these may be used.

9.3 In general, white liquid membrane-forming compound shall be used and shall be applied to the pavement surface immediately after the texturing operation. The compound shall also be applied to the pavement edges immediately after the forms have been removed. An application rate recommended by the manufacturer shall be used.

9.4 The compound shall be kept agitated to prevent the pigment from settling.

9.5 The Contractor shall have the equipment needed for adequate curing available before commencing concrete placement.

9.6 Areas in which the curing membrane is damaged within a period of three (3) days shall be resprayed with curing compound.

9.7 If curing compound is applied prior to sawing of transverse contraction joints, all such joints shall be properly cleaned after sawing and sprayed with such compound.

10. COLD WEATHER TEMPERATURE LIMITATIONS

10.1 No concrete for streets shall be placed during the period from November 15 to April 15 without authorization by the Superintendent. No concrete shall be mixed, placed, or finished when the natural light is insufficient, unless an adequate artificial lighting system is operated. Mixing and concreting operations shall be discontinued when a descending air temperature away from artificial heat reaches forty (40) degrees Fahrenheit and not resumed until an ascending air temperature away from artificial heat reaches thirty-five (35) degrees Fahrenheit.

10.3 When pouring of concrete is authorized during cold weather, the aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might injure the materials. Unless otherwise authorized, the temperature of the mixed concrete shall be no less than fifty (50) degrees Fahrenheit and no more than eighty (80) degrees Fahrenheit at the time of placing it in the forms.

10.4 If the air temperature is thirty-five (35) degrees Fahrenheit or less at the time of placing concrete, the Superintendent may require either or both the water and aggregates to be heated to not less than seventy (70) degrees Fahrenheit nor more than one hundred and fifty (150) degrees Fahrenheit. When either aggregates or water are heated to above one hundred (100) degrees Fahrenheit, they shall be combined in the mixer before the cement is added.

10.5 No concrete shall at any time be deposited on a frozen subgrade.

11. SIDEWALK EXPOSED TO RAIN DURING CONSTRUCTION

11.1 The Contractor shall always have materials available to protect the surface of the concrete against rain. Areas of the sidewalk surface where the texture has been damaged by the protective cover shall be retextured and cured unless the concrete has hardened. Areas of sidewalk surface that exhibit a smooth sandy appearance after the rain ceases shall be textured and cured. An attempt shall be made to impact the specified texture to these areas before applying the membrane curing material. No other remedial work shall be required. Areas that have suffered some surface erosion and have coarse aggregate exposed shall be reworked by hand methods or with the finishing machine when the form paving method is used. Fresh concrete containing the same materials and properties as the pavement concrete shall be added to maintain an adequate supply in front of the screeds or machine to assure replacement of the concrete eroded from the surface. The surface shall then be textured and cured as specified.

11.2 If sidewalk edges have been severely eroded and the concrete has not set, the edges shall be repaired by setting side forms and replacing eroded concrete. After the side forms are set, fresh concrete shall be placed and finished prior to texturing and curing. After the sidewalk has hardened, remedial work shall not be permitted. Areas that do not comply with the Specifications shall be corrected after the curing period has terminated.

12. CLEANUP

After the sidewalk, approach or curbing is in place, the contractor shall remove all old concrete, bituminous materials, roots and other debris from the site. Curbing and sidewalk shall be backfilled with suitable material from excavations or supply sufficient topsoil to restore site to grade. The disturbed area shall be raked, stones removed, grass seed sown, and the area thatched with straw or other suitable material.

Waste water from the cleaning of the mixer truck, tools and other instruments used in the placing of concrete shall not be allowed to enter into the storm or sanitary sewage system, or drainage swales. Mixer trucks shall not be washed off on the street pavement.

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13. PAYMENT

Payment for sidewalk, curbing and approach work shall be paid at the appropriate unit price as set out in the proposal; which payment shall be full compensation for all overhead, labor, concrete, other materials, excavation, existing removal, grading, formwork, removal of debris, cleanup, seeding and any other incidentals necessary for the completion of the work.

For payment of completed work, contractor shall provide the Clerk-Treasurer with an itemized invoice which also lists the physical address/location, adjacent property owner's name and purchase order number (as applicable) at least ten (10) working days before the third Wednesday of the month. Adherence to this schedule should guarantee payment to the Contractor by the Friday following the third Wednesday of the month. Final payment will not be made until after final measurements and approval have been made in writing by the Town Manager.

14. DEADLINE FOR COMPLETION

Contractor shall complete improvements by October 14th, 2022. If contract is not fulfilled by the deadline or an extension is not granted, the contractor will be considered in breach of contract and will not be allowed to bid on sidewalk improvement projects in succeeding year.

INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. MINIMUM INSURANCE REQUIREMENT

- A. \$ 1,000,000 per occurrence
- B. \$ 5,000,000 aggregate

II. INDEPENDENT CONTRACTOR INDEMNIFICATION CLAUSE

INDEMNIFICATION: Contractor shall indemnify and hold the Town of Avilla harmless from and against any liability, loss, damage, claim, cost, expense (including without limitation, expenses of investigation and defense, and reasonable fees and disbursements of counsel), or other obligations of any nature whatsoever (collectively "losses") incurred by the Town of Avilla and arising out of or based upon or related to the construction undertaken by contractor.

As promptly as practical after its discovery of grounds for a claim of indemnification hereunder, the Town of Avilla shall deliver a written claim for indemnification to contractor specifying in reasonable detail the basis therefore if known, the amount or an estimate of the amount of the losses arising therefrom. The Town of Avilla shall thereafter provide to contractor all information, documentation reasonably available to it to support and verify such claim.

If the facts giving rise to a claim for indemnification hereunder arise out of the claim of any third party, or if there is any claim against a third party, contractor may, at its option assume the defense or the prosecution thereof at the sole cost and expense of contractor.

In any such event, whether or not contractor assumes the defense or prosecution thereof, contractor and Avilla shall cooperate in the defense or prosecution thereof and shall furnish such records and information and attend such proceedings as may be reasonably requested in connection therewith. Contractor shall have no indemnification obligation with respect to any claim or demand that is settled by Avilla without the prior written consent of contractor (which consent shall not be unreasonably withheld).

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Proposal Sheet

Curb and Sidewalk Improvements - 2022

Item	Description	Unit Price
1.	4" Concrete sidewalk 50 Sq. Ft. or less per site	\$ _____ per sq. ft.
2.	4" Concrete sidewalk over 50 to 125 sq. ft. per site	\$ _____ per sq. ft.
3.	4" Concrete sidewalk over 125 to 500 sq. ft. per site	\$ _____ per sq. ft.
4.	4" Concrete sidewalk over 500 sq. ft. per site	\$ _____ per sq. ft.
5.	6" Concrete sidewalk for across drives and alleys	\$ _____ per sq. ft.
6.	6" Concrete pavement for drive and alley approaches	\$ _____ per sq. ft.
7.	Deduct for replacement only (no concrete removal) for items 1-4	\$ _____ per sq. ft.
8.	Deduct for replacement only (no concrete removal) for items 5-6	\$ _____ per sq. ft.
9.	Additional cost for high early strength concrete	\$ _____ per cu. yd.
10.	For 6" concrete pavement replacement for streets	\$ _____ per sq. ft.
11.	For ea. additional inch thickness of concrete pavement replacement	\$ _____ per sq. ft.
12.	Deduct for replacement only (no concrete removal) for item 10	\$ _____ per sq. ft.
13.	Excess excavation	\$ _____ per cu. yd.
14.	Granular fill	\$ _____ per ton
15.	Curb and gutter 10 lineal feet or less	\$ _____ per lineal ft.
16.	Curb and gutter over 10 to 50 lineal feet	\$ _____ per lineal ft.
17.	Curb and gutter 50 to 100 lineal feet	\$ _____ per lineal ft.
18.	Curb and gutter over 100 lineal feet	\$ _____ per lineal ft.
19.	Curb and gutter on a radius	\$ _____ per lineal ft.
20.	Removal, curb and gutter	\$ _____ per lineal ft.
21.	Handicap Accessible Ramps	\$ _____ each
22.	6" retaining wall along walk (unit price x height in ft.)	\$ _____ per lineal ft.

Note: All concrete unit pricing shall include compacted bank run gravel or #73 limestone fill unless excess excavation is required.

General Conditions:

The successful bidder shall comply with the General Specifications and Independent Contractor Indemnification Clause. The undersigned, having investigated the conditions affecting the cost of work and with full knowledge of requirements as set out in the specifications, hereby proposes to perform as required and to provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services to perform and complete, in a workmanlike manner, all work required by the specifications, and that in full payment thereof, and for every risk, hazard or condition encountered or otherwise, which may be different from what was indicated, expected or anticipated, agrees to accept the quoted price for the project.

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Contractor/Company

Authorized Signature

Mailing Address

Printed name & title of above person

Physical Address

Telephone Number

City, State, Zip

Email Address

Contractor's Tax ID Number

Date

Contractor: Return your proposal by April 18, 2022 by 11:00 a.m. Attention: Town Manager, Avilla Town Hall, PO Box 49, Avilla, IN 46710. Quotes will be opened and read aloud at that time in the Avilla Town Hall located at 108 South Main Street, Avilla, IN 46710