

July 24, 2012

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATION
DEPARTMENT OF TRANSPORTATION
RHODE ISLAND CONTRACT NO.2012-CH-075
FEDERAL-AID PROJECT NO. FAP Nos: BRO-1954(073)

I-195 Relocation - Diamond Grinding of Concrete Pavement

Concrete pavements and bridge decks on Interstate Route I-195 from the I-95 Interchange to Washington Bridge (eastbound); the I-95/I-195 Interchange Ramps; I-195 westbound Exits 1A and 1B; I-195 eastbound Exit 2; I-95 northbound Exit 20.

CITY/TOWN OF Providence, East Providence
COUNTY OF PROVIDENCE

NOTICE TO PROSPECTIVE BIDDERS

ADDENDUM NO. 3 Prospective bidders and all concerned are hereby notified of the following changes in the Plans, Specifications, Proposal and Distribution of Quantities for this contract. These changes shall be incorporated in the Plans, Specifications, Proposal and Distribution of Quantities, and shall become an integral part of the Contract Documents.

A. Clarification

1. Pre-Bid Conference Attendance List

The attendance list from the Pre-Bid Conference held on July 24, 2012 is attached to this Addendum No. 3.

B. Required Contract Provisions

1. Pages 3 through 10

Delete pages 3 through 10 in their entirety and replace them with pages 3 through 10 attached to this Addendum No. 3. The DBE Special Provision and Disclosure of Lobbying Activities form have been replaced.

C. Specification Change/Addition

1. Page CS-1(R-1)

Delete page CS-1(R-1) in its entirety and replace it with page CS-1(R-2) attached to this Addendum No. 3. The list of Contract Documents has been revised.

2. Page JS-3(R-1) and JS-4(R-1)

Delete pages JS-3(R-1) and JS-4(R-1) in their entirety and replace them with pages JS-3(R-2) and JS-4(R-2) attached to this Addendum No. 3. In response to a question at the Pre-Bid Conference regarding Post Bid Qualifications Requirements, that section of the specification has been revised.

3. Page JS-23

Delete page JS-23 in its entirety and replace it with page JS-23(R-1) attached to this Addendum No. 3. The base prices of Liquid Asphalt Cement and Diesel Fuel have been revised.

D. Proposal Addition/Deletion

1. Pages P-6(R-2) and P-7(R-2)

Delete pages P-6(R-2) and P-7(R-2) in their entirety and replace them with pages P-6(R-3) and P-7(R-3) attached to this Addendum No. 3. The addendum date has been added. The Proposal will be generated by the Quest Lite bid file.

E. Contract Summary

1. Pages 1(R-2) and 2(R-2)

Delete pages 1(R-2) and 2(R-2) in their entirety and replace them with pages 1(R-3) and 2(R-3) attached to this Addendum No. 3. The addendum date has been added. The Contract Summary will be generated by the Quest Lite bid file.



Federal Highway Administration
Division Administrator



RI Department of Transportation
Chief Engineer

DBE SPECIAL PROVISION

DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR CONTRACTORS AND CONSULTANTS

With respect to the above numbered RIDOT project, I hereby certify that I am the

(Title) _____

and duly authorized representative of _____

whose address is _____

(City) _____ (State) _____ (Zip) _____

I do hereby certify that it is the intention of the above organization to affirmatively seek out and consider Disadvantaged Business Enterprises to participate in this contract as contractors, subcontractors and/or suppliers of materials and services. I agree to comply with the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 26.

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

DEFINITIONS:

"Disadvantaged Business Enterprise," or "DBE", for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

A "Joint Venture", for purposes of this provision, is an association of a DBE and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

A "Manufacturer" , for purposes of this provision, is a DBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

A "DBE Contractor" or "DBE subcontractor", for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

A "Regular dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel, and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

A "Broker", for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

"Race conscious" measures (goals) or programs are those that are focused specifically on *assisting* DBEs.

"Race neutral" measures or programs are those that are, or can be used to assist all small businesses, including DBE's.

"Small Business Concern" means, with respect to firms seeking to participate as DBE's in DOT-assisted contracts, a small-business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in Section 26.65(b).

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any Black racial groups of Africa;
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

I. GENERAL REQUIREMENTS AND SANCTIONS:

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its **DBE commitment during the construction period** will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by percent, and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in C below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.
- C. Brokering of work by DBEs is not allowed and is a contract violation (unless DBE is a certified DBE broker). A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification distortion, or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in "C." above and referred to the U. S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U. S. C, Section 1001.
- D. The Disadvantages Business listings or other available resources may be obtained at the Rhode Island Department of Transportation, Business and Community Resources Office, 2 Capitol Hill Rm 111, Providence, RI. And www.ri.mbe.gov
- E. The utilization of disadvantaged business enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the contractor will include:
 - a. The number of DBE contractors, subcontractors, and suppliers; and the type of work, materials, or services being performed on or incorporated in this project.
 - b. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 - c. Documentation of all correspondence. Contacts, telephone calls, etc., to obtain the services of DBE on this project.
 - d. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
 - e. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification

at the time of the contract execution or the award of contract will be nullified.

II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within 10 days from the opening of bids, the *contractor/consultant* shall as a minimum, take the following actions *to meet the race-conscious goal, hereinafter referred to as the "contract goal", of not less than ____ percent of the contract value to DBE contractors, subcontractors, and/or suppliers:*
- (1) Appoint an EEO Officer to administer the Contractor's DBE Obligations.
 - (2) Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
 - (3) Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
 - (4) Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith efforts (GFE) review to determine the extent of the prime's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26; Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
- (1) Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
 - (2) Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

III. CONSTRUCTION PERIOD REQUIREMENTS

A. Counting of Participation and Commercially Useful Function (CUF)

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with a DBE participant will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for counting DBE participation toward meeting the contract goal stated herein are set forth below:

- (1) When a DBE participates in a contract, RIDOT will count only the value of the work actually performed by the DBE toward DBE goals.
- (2) RIDOT counts the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT includes the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
- (3) RIDOT counts the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- (4) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (5) When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- (6) RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

- (a) A DBE performs a *commercially useful function (CUF)* when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
- (b) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, RIDOT examines similar transactions, particularly those in which DBEs do not participate. Any firm found to be acting as an extra participant or aiding such practice pursuant to fulfilling a contract commitment is subject to sanctions under Section I.C.
- (c) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, RIDOT must presume that it is not performing a commercially useful function.
- (d) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c) (3) of this section, the DBE may present evidence to rebut this presumption. RIDOT may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
- (e) RIDOT's decisions on commercially useful function matters are subject to review by the concerned operating unit of the USDOT, but are not administratively appealable to USDOT.
- (f) RIDOT will consider the following factors in determining whether a *DBE trucking company* is performing a commercially useful function: (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- (i) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (ii) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (iii) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (iv) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
- Example to this paragraph (f) (iv): DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.
- (v) For purposes of this paragraph (f), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(g) RIDOT will count *expenditures with DBEs for materials or supplies* toward DBE goals as provided in the following:

- (i) If the materials or supplies are obtained from a *DBE manufacturer*, RIDOT will count 100 percent of the cost of the materials or supplies toward DBE goals.
- (ii) If the materials or supplies are purchased from a *DBE regular dealer*, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
- (iii) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of *fees or commissions charged for assistance in the procurement* of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.

The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

- (h) If a firm is not currently certified as a DBE by the RIDOA at the time of the execution of the contract, RIDOT will not count the firm's participation toward any DBE goals, except as provided for in 49 CFR 26.87(i).
- (i) RIDOT will not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward the contract goal.
- (j) RIDOT will count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

B. DBE Replacement and Termination:

A Prime must provide the Department's OBCR with a copy of its "Intent to Substitute/Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OBCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OBCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate *good cause* and obtain written approval from the OBCR.

In accordance with 49 CFR § 26.53 *good cause* includes the following circumstances:

- (i) The listed DBE subcontractor fails or refuses to execute a written contract;
- (ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (iii) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
- (iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (v) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (vi) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (vi) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- (vii) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (viii) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (ix) Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

C. Monthly Payment Certifications:

The Contractor shall provide monthly payment certification to the Department entitled "Certification of Progress Payment" Form. The Department shall provide the Contractor with the certification form as part of our electronic reporting software. The contractor is responsible for their subcontractors' compliance with the submission of their payment reporting by way of this software.

D. Joint Check Procedure for DBEs

A prime must receive written approval by the Department’s OBCR administrator before using a joint check for materials/supplies called for under a subcontract with a DBE. Joint check requests shall be submitted by the prime to the Department’s OBCR in writing along with a Joint Check Affidavit and the subcontract agreement. The following are general conditions that must be met regarding joint check use:

- a. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE.
- b. The second party (typically the prime contractor) acts solely as a guarantor.
- c. The DBE must release the check to the supplier.
- d. The subcontract agreement must reflect the total contract value, including the cost of materials and installation; actual payments for work performed by the DBE may reflect labor only.
- e. The DBE remains responsible for negotiation of price, determining quality and quantity and ordering materials.

IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the resident engineer certification of the dollars paid to each DBE firm, using Form “DBE Request for Verification of Payment”. The certification shall be dated and signed by a responsible officer of the contractor and by the DBE. Falsification of this certification will result in sanctions listed in Section I.C. and I.D. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OBCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor’s work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and the subcontractor on the Certification of Progress Payment Form, the Prime Contractor shall release all retainage held by the Prime Contractor, within 30 days of satisfactory completion of the subcontractor’s work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.

(Signature of Contractor or Consultant)

Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

1. BRIEF SCOPE OF WORK:

Rhode Island Contract No. 2012-CH-075, R.I. Federal-Aid Project No. BRO-1954(073), County of Providence, Cities of Providence and East Providence, Rhode Island: Improvements to Interstate Route 195, Concrete Wearing Surface Modifications (Diamond Grinding).

The work includes but is not limited to diamond grinding Portland cement concrete bridge decks and road pavements on Interstate 195 and in the I-195/I-95 interchange; maintenance and protection of traffic including detours and temporary closures; pavement markings; and all other incidentals, complete and accepted within the project.

2. LIST OF CONTRACT DOCUMENTS:

There is one CD with the Contract Documents loaded on them. The contents are as follows;

- Contract Specifications
- Standard Specifications for Road & Bridge Construction Amended 2010, with all revisions
- Compilation of Approved Specifications, January 2011
- Compilation of Approved Specifications, May 2011
- Compilation of Approved Specifications, December 2011
- Compilation of Approved Specifications, April 2012
- RI Department of Administration Procurement
- Required Contract Provisions – Federal Aid Construction Contracts
- Rhode Island Standard Details
- Bridge Design Standard Details
- General Provisions
- General Provisions - Contract Specific
- Specifications – Job Specific
- Compiled Plan Set
- Distribution of Quantities
- Federal Wage Rates
- Quest Software Information & Files
- Quest Lite User Manual
- Quest Lite Installation
- Quest Lite Upgrade File
- Quest Lite Launch (Bid File)

The drawings are compiled into one PDF file. In addition, each drawing file for the Contract is provided individually. A detailed list of drawings is given below.

- V1001 Cover Sheet
- V1002 Key Plan
- V1003 Standard Plan Symbols & Standard Legend
- V1004 Standard Notes 1 (highway)
- V1005 Standard Notes 2 (highway)
- V1006 Abbreviations and Legends – S1
- V1007 General Notes (Bridge) – S2

CS-1

JOB SPECIFIC

CODE 814.9901

DIAMOND GRINDING PORTLAND CEMENT CONCRETE WEARING SURFACES

DESCRIPTION

This work shall consist of longitudinal diamond grinding and texturing of portland cement concrete bridge decks and reinforced concrete pavements to the limits shown on the contract plans and as described in these specifications and as directed by the Engineer. The purpose of the project is to create a Conventional Diamond Ground Surface (CDG) which will; 1) reduce the noise level characteristics of the existing transversely grooved bridge decks and highway pavement and; 2) improve the riding characteristics of the bridge and roadway surfaces. The work shall be accomplished in accordance with these specifications and in reasonably close conformity to the plans and specifications.

Rhode Island Department of Transportation is seeking to maximize the reduction in sound intensity levels through the use of the Diamond Grinding Process. The Engineer will perform Pre- and Post-grinding Sound Intensity Level Measurements using the "On Board Sound Intensity (OBSI) Method" (AASHTO TP76). Payment adjustment factors and payment adjustments shall be calculated and applied in accordance with the "Basis of Payment Section" of this Special Provision.

Post Bid Qualification Requirements. In addition to the provisions of Section 12.103.02 "Post-Qualification Requirements and Award of Contract", of the Rhode Island Standard Specifications for Road and Bridge Construction, the Contractor shall, within one (1) week of the bid opening, submit the following:

The Contractor, Sub-contractor, or any party of a Joint Venture for this project, shall complete and include, as part of its Post Bid Qualification Requirements, the Post Bid Qualification Form, found attached at the end of this Special Provision. The form shall provide information which demonstrates that:

1. The Contractor, Sub-contractor, or any party of a Joint Venture for this project, was in direct charge in the past ten (10) years of the following:
 - a. At least one diamond grinding project requiring, at the time of its award, a quantity of diamond grinding in excess of 75,000 square yards (sy), and...
 - b. At least three diamond grinding projects requiring, at the time of their award in excess of 50,000 square yards (sy), and...

For each of the above projects that are currently ongoing, the Contractor must presently be in direct charge. For completed projects, the Contractor must have carried each to Substantial Completion. Also the Contractor is required to provide information from both the General

Contractor and/or the Grinding Sub-contractor concerning: previous work experience of a similar nature, volume and value of work of a similar nature completed in last ten years, personnel experience for work of a similar nature, status of current work under contract, business and professional references, list of equipment (specifically diamond grinding and support equipment for the diamond grinding) proposed for use on the project, and personnel information for those proposed to be utilized on this contract.

2. The Contractor or Sub-contractor shall provide staff for the project that meets specified qualification requirements, including:
 - a. A Superintendent with a minimum five years experience as a Superintendent, including supervision of diamond grinding contracts.

Bid Questionnaire Forms for this contract include forms for the Prime Contractor and any Diamond Grinding Sub-contractor. If the diamond grinding is to be performed by the Prime Contractor utilizing their own forces without sub-contracting, then, the Prime Contractor need only provide the necessary information on the Diamond Grinding portion of the questionnaire for the Superintendent who is provided to oversee the diamond grinding work.

CONSTRUCTION METHODS

Equipment. The grinding shall be accomplished by using diamond blades mounted on a power driven, self-propelled machine that is specifically designed for smoothing and texturing Portland Cement Concrete Pavement. The equipment shall be capable of grinding the surface in the longitudinal direction. For general production the grinding head shall be of a size that will grind a strip four (4) feet wide, minimum, in a single pass without causing raveling, spalls, faults, or other damage at cracks, joints and other locations.

The equipment shall be properly maintained so as to ensure that it is in proper working order, with attention paid to the roundness of the “match and depth” control wheels. Any wheels found to be out of round shall be replaced immediately.

Surface Preparation of Bridge Deck and Roadway Pavement Surfaces. Prior to the start of the Pre- and the Post diamond grinding testing procedures by the Department, the Contractor shall clean the bridge decks and concrete roadway paved surfaces, within the limits to be tested of litter, debris, and any other deleterious matter which may interfere with successful OBSI test measurements. All concrete surfaces shall be thoroughly cleaned and dried. All costs for said surface preparation shall be included in the payment for Item Code 931.0110 “Cleaning and Sweeping Pavement”. The Contractor shall coordinate the surface preparation work with the Engineer prior to the start of the Pre- and the Post- OBSI Testing.

CODE 938.1000

PRICE ADJUSTMENTS

DESCRIPTION.

a. Liquid Asphalt Cement. The Base Price of Liquid Asphalt Cement as required to implement **Subsection 938.03.1** of the Standard Specifications is \$ 610.00 per ton.

In the case of modified asphalt binder, this price adjustment provision shall only apply to the neat liquid asphalt component. This provision shall not apply to the modifier component, manufacture, storage, transportation or other associated costs.

b. Diesel Fuel. The Base Price of Diesel Fuel as required to implement **Subsection 938.03.2** of the Standard Specifications is \$ 3.0252 per gallon.

S:\PROJECTS\1195FD\Noise\Diamond Grinding Contract\Specs\938.1000.doc

Revised: 2/19/2002

Total or gross sum of bid for Rhode Island Contract Number: 2012-CH-075

Federal-Aid Project Number(s): BRO-1954(073)

WRITTEN IN WORDS:

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

COMPLETION DATE(S)

DESCRIPTION	DATE
Substantial Completion Date	December 15, 2012
Bid-Opening Date	August 3, 2012
Pre-Bid Date	July 24, 2012
Advertise Date	July 13, 2012

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING:

ADDENDA	DATE POSTED	DOCUMENT(S)	PAGE
NO.1	July 19, 2012	1. Status Certification for: Debarment, Eligibility, Indictments, Convictions or Civil Judgements	1
NO.2	July 24, 2012	2. Anti-Collusion Certificate	2
NO.3	July 25, 2012	4. DBE Affirmative Action Certification	3 - 9
		3. Disclosure of Lobbying Activities	

Total or gross sum of bid for Rhode Island Contract Number: 2012-CH-075
Federal-Aid Project Number(s): BRO-1954(073)

Whoever, being an officer, agent, or employee of the United States, or of any State, or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of any highway or related project submitted for approval to the Secretary of Transportation; or Whoever, knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever, knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to the provisions of the Federal-aid Road Act approved July 11, 1916 (39 Stat. 355), as amended and supplemented, Shall be fined not more than \$10,000 or imprisoned not more than five years, or both. By signing here the signee agrees that the disk submitted is the same as the paper submitted and that any discrepancies may result in disqualification of the bid.

BEING EITHER A (INDIVIDUAL, PARTNERSHIP,
(OR CORPORATION INCORPORATED)
(UNDER THE LAWS OF ANY STATE)
(IN THE UNITED STATES OF AMERICA)

Contractor

COMPOSED OF OFFICERS, PARTNERS
OR OWNER, AS FOLLOWS.

President

Vice-President

Secretary

Treasurer

Address

CERTIFICATION SUMMARY: I hereby certify that I have read all of the above requirements and understand that it affects the acceptability of my bid(s).

Name of Signatore - Title

Date

Contract Summary

ESTIMATE NAME: Addendum No. 3

RHODE ISLAND CONTRACT NUMBER: 2012-CH-075

RHODE ISLAND FEDERAL-AID/STATE-AID PROJECT NUMBERS: BRO-1954(073)

PROJECT: I-195 Relocation - Diamond Grinding of Concrete Pavement

LIMITS: Concrete pavements and bridge decks on Interstate Route I-195 from the I-95 Interchange to Washington Bridge (eastbound); the I-95/I-195 Interchange Ramps; I-195 westbound Exits 1A and 1B; I-195 eastbound Exit 2; I-95 northbound Exit 20.

CITY/TOWN: Providence, East Providence

COUNTY: PROVIDENCE

CONTRACT DESCRIPTION:

Rhode Island Contract No. 2012-CH-075 R.I. Federal-Aid Project No. BRO-1954(073), County of Providence, Cities of Providence and East Providence, Rhode Island: Improvements to Interstate Route 195, Concrete Wearing Surface Modifications (Diamond Grinding).

The work includes but is not limited to diamond grinding Portland cement concrete bridge decks and road pavements on Interstate 195 and in the I-195/I-95 interchange; maintenance and protection of traffic including detours and temporary closures; pavement markings; and all other incidentals, complete and accepted within the project.

DBE STATEMENT:

The Contractor will be required, in accordance with the provisions of the Disadvantaged Business Enterprise Affirmative Action Certification for Contractors and Consultants, to meet the established Race-Conscious Goal, or Contract Goal, of not less than 7.00 percent of the contract bid price, to the Contractors, Subcontractors, and/or suppliers which qualify as Disadvantaged Business Enterprises (DBE's). Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage, and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraph (I)(C) of the Disadvantaged Business Enterprise Affirmative Action Certification for Contractors and Consultants.

BID PACKAGE DESCRIPTION:

The Bid Package consists of a single compact disk (CD) containing the following items: Construction Plans, Standard Specifications for Road and Bridge Construction, Compilations of Approved Specifications, Required Contract Provisions for Federal-Aid Construction Contracts, RI Division of Purchases Procurement Regulations, General Provisions, Rhode Island Standard Details, Rhode Island Bridge Standard Details, Federal Wage Rates, Contract-Specific General Provisions, Job-Specific Specifications, Distribution of Quantities, Appendices (if applicable), Quest Lite bid file, Quest Lite installation software and a Quest Lite User Manual. Contract Specific Post-bid qualification forms must be submitted (See JS pages). Only complete bid packages will be issued.

APPENDICES DESCRIPTION (IF APPLICABLE):

Contract Summary

Propsective Bidders are hereby notified that all questions pertaining to this Contract must be submitted to the Department of Transportation in writing through its website at <http://www.dot.ri.gov/contracting/bids/> by accessing the Questions & Answers Menu located within the "Contracting", then "Contract Opportunities" link. Responses to the submitted questions will also be posted under this link. PHONE CALLS WILL NOT BE ACCEPTED.

For help with RIDOT's Quest Lite bid preparation software, please contact the Contracts & Specifications Office, Room 108, Two Capitol Hill, Providence, Rhode Island, 02903, Tel. Number (401)-222-2495 or e-mail Quest@dot.ri.gov.

UNDERSIGNED BIDDER INFORMATION STATEMENT:

The undersigned bidder further agrees, if awarded the contract on this proposal, to begin work within ten (10) calendar days after the date of execution of the contract unless otherwise specified under special provisions or permitted by the Engineer, and further agrees to complete the work on or before the dates outlined in the Contract Documents.

PRE-BID INFORMATION:

PRE-BID DATE: July 24, 2012

PRE-BID TIME: 10:00 AM

PRE-BID PLACE: The RIDOT Traffic Management Center Conference Room

BID OPENING INFORMATION:

BID OPENING DATE: August 3, 2012

BID OPENING TIME: 3:00 PM

COMPLETION DATE(S)

<u>DESCRIPTION</u>	<u>DATE</u>
Substantial Completion Date	December 15, 2012
Bid-Opening Date	August 3, 2012
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