

November 20, 2012

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATION
DEPARTMENT OF TRANSPORTATION
RHODE ISLAND CONTRACT NO.2012-CB-092
FEDERAL-AID PROJECT NO. FAP Nos: 405-421-628

IMPROVEMENTS TO INTERSTATE I-195 PIER COLUMN CRACK SEALING REPAIRS

I-95/I-195 Interchange; Ramp WS, Ramp SE, Ramp WS Overhead Sign C6-08
CITY/TOWN OF Providence
COUNTY OF PROVIDENCE

NOTICE TO PROSPECTIVE BIDDERS

ADDENDUM NO. 2 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. Crack Sealing Subcontractor

TECVAC Inc. shall be the sole source provider for the crack sealing services. The General Contractor shall enter into its own agreement with TECVAC Inc., whose price for the crack sealing work has been guaranteed through May 31, 2013. Refer to Special Provision Code 817.9901, page JS-11, paragraph T for evidence of Contractor's/Buyers agreement.

B. Specification Change/Addition

1. Pages JS-3 and JS-4

Delete pages JS-3 and JS-4 in their entirety and replace them with pages JS-3(R-1) and JS-4(R-1) attached to this Addendum No. 2. The header for the job specific special provision has been restored.

2. Pages JS-5 through JS-12

Delete pages JS-5 through JS-12 in their entirety and replace them with pages JS-5(R-1) through JS-12(R-1) attached to this Addendum No. 2. The header for the job specific special provision has been restored. The third paragraph of the Description section has been modified. The signature page of the TECVAC proposal has been replaced.

3. Pages JS-13, JS-14, and JS-15

Delete pages JS-13, JS-14, and JS-15 in their entirety and replace them with pages JS-13(R-1), JS-14(R-1), and JS-15(R-1) attached to this Addendum No. 2. The header for the job specific special provision has been restored.

4. Page JS-17

Delete Page JS-17 in its entirety and replace it with page JS-17(R-1) attached to this Addendum No. 2. The price for Diesel Fuel has been adjusted as of November 15, 2012.

C. Proposal Addition/Deletion

1. Pages P-3 and P-4

Delete Pages P-3 and P-4 in their entirety and replace them with pages P-3(R-2) and P-4(R-2) attached to this Addendum No. 2. The Addendum Date has been added. The Proposal will be generated by the Quest Lite bid file.

D. Contract Summary

1. Pages 1 and 2

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



RI Department of Transportation
Chief Engineer

**CODE 817.9900
PIER COLUMN CRACK SEALING REPAIRS**

DESCRIPTION

The work includes but is not limited to making repairs to cracks in structural concrete masonry pier columns on Ramps WS, SE, and the Ramp WS Overhead Sign No. C6-08 in the I-95/I-195 Interchange; providing support for the Crack Sealing Subcontractor; providing temporary maintenance and protection of traffic work zone closures; and all other incidentals, complete and accepted within the project.

More specifically the work of the crack sealing subcontractor shall be as described in special provision code 817.9901 "Repairs to Structural Concrete Masonry-Crack Sealing", found elsewhere in these specifications.

More specifically the work of the general contractor supporting the crack sealing operations shall be as described in special provision code 817.9902 "Repairs to Structural Concrete Masonry-Support for Crack Sealing Operations", found elsewhere in these special provisions.

The purpose of this Special Provision is to establish a single contract pay item to be utilized for lump sum payment of all work of this contract associated with the sealing of cracks in pier columns as described above and elsewhere in these special provisions.

CONSTRUCTION METHODS

The General Contractor shall submit a detailed breakdown of the Lump Sum item described which outlines in detail its proposed sub items of work necessary to accomplish the work. The breakdown shall provide the following information: a code number and title for each sub item of work; a quantity, unit designation, unit price, and extended amount for each item; and the percent of the total lump sum for each item. Where appropriate, columns shall be summed and a total lump sum amount generated that matches the bid amount. The purpose for the breakdown submittal is to provide the Resident Engineer with a means of making partial payments for completed work at the progress payment intervals.

METHOD OF MEASUREMENT

Item Code 817.9900 "Pier Column Crack Sealing Repairs" shall not be measured separately for payment.

BASIS OF PAYMENT

Item Code 817.9900 "Pier Column Crack Sealing Repairs" shall be paid for at the contract "Lump Sum" price bid in the proposal. This payment shall constitute full compensation for all

work described in job specific special provisions 817.9901 “Repairs to Structural Concrete Masonry-Crack Sealing”; and 817.9902 “ Repairs to Structural Concrete Masonry-Support for Crack Sealing Operations”; and crack sealing (vacuum and gravity processes), impact echo testing (before and after crack sealing), mobilization, traffic control devices, flagpersons, maintenance and movement of traffic protection, removal and replacement of obstructing appurtenances, preparation of surfaces, manlifts and or scaffolding, electricity, sanitary, water, lighting, debris disposal, secure storage (vehicles and equipment), and any and all other labor, tools, materials, equipment, and incidentals necessary to satisfactorily complete the work as described and to the satisfaction of the Engineer.

CODE 817.9901
REPAIRS TO STRUCTURAL CONCRETE MASONRY –
CRACK SEALING

DESCRIPTION

This work consists of making repairs to cracks in structural concrete masonry pier columns by a proprietary vacuum permeation process and a gravity feed process at the locations indicated on the Plans or as directed by the Engineer. The work shall also include performance of impact echo testing both before and after crack sealing to determine the initial crack depth and extent, and then to observe the extent of penetration of the crack sealing materials. The work shall be performed in accordance with these special provisions, the contract drawings, and applicable requirements of the Crack Sealing Subcontractor and the manufacturer of the crack sealing materials. Applicable portions of Section 817 of the Rhode Island Standard Specifications, as directed by the Engineer, shall also apply.

All crack repairs shall be made utilizing the proprietary “PermeNewal™ Vacuum Permeation Injection Process” or the gravity feed process as performed by the TECVAC Inc., Specialty Restoration, Repair and Testing Services Company (the Crack Sealing Consultant), 886 Rhonda Place SE, Leesburg, VA 20175. Contact Mr. Jeremy S. Boyd, President, Telephone – Main (703) 742-9186; Toll Free (800) 847-9324; Fax – (703) 742-9231.

Appended to this Special Provision is the formal proposal submitted by the TECVAC Inc Company. The proposal outlines the scope of work, the processes proposed for use, an itemized list of support services to be provided by the General Contractor, and the dollar amount that TECVAC Inc shall be compensated to perform their crack sealing work. TECVAC Inc. has guaranteed their price to the Contractor through May 31, 2013.

SUBMITTALS

The Crack Sealing Subcontractor shall submit a detailed Means and Methods Statement which outlines in detail its proposed process and procedures for accomplishing the work.

The crack sealing materials used for both the vacuum permeation process and the gravity sealing processes shall be selected and provided by the Crack Sealing Subcontractor. The Crack Sealing Subcontractor shall submit the appropriate technical specifications and material safety data sheets for all crack sealing materials for the Department’s records.

CONSTRUCTION METHODS

The crack sealing shall be performed at the locations and to the limits shown on the Plans and as directed by the Engineer. The crack sealing work shall include the vacuum permeation crack sealing process (Ramp WS Piers 4E, 5E, and 5W); the impact echo testing, both before and after

crack sealing, of the three (3) vacuum sealed columns (Ramp WS Piers 4E, 5E, and 5W); and the gravity feed crack sealing process (Ramp SE Pier 9N and 9S, and Overhead Sign Foundation C6-08 East and West Columns). The crack sealing shall be performed in accordance with the Processes and Procedures provided by TECVAC INC, in their Means and Methods statement.

METHOD OF MEASUREMENT

“Repairs to Structural Concrete Masonry – Crack Sealing” shall not be measured separately for payment.

BASIS OF PAYMENT

“Repairs to Structural Concrete Masonry – Crack Sealing” No separate payment shall be made for the work of **“Repairs to Structural Concrete Masonry – Crack Sealing”**.

Compensation to the General Contractor for satisfactory completion of all the work so stated in this special provision shall be included in and be incidental to the contract Lump Sum Price bid for Item Code 817.9900 **“Pier Column Crack Sealing Repairs”**.

PROPOSAL

November 9, 2012

TECVAC, INC.

*Specialty Restoration,
Repair & Testing Services
Concrete/Masonry/Stone*
886 Rhonda Place SE
Leesburg, VA 20175
Office (703) 742-9186
Fax (703) 742-9231
Toll Free 800-847-9324

NAME: Rhode Island Department of Transportation

ADDRESS: 2 Capitol Hill, Rm 100
Providence, RI 02903

Attention:

Re: Rhode Island Iway Project

THE WORK

TECVAC, INC. proposes to furnish all necessary labor, material, equipment, and supervision to perform the following items of work:

Perform Repairs using Vacuum Injection at Rhode Island Iway Project on 3 concrete columns (Ramp WS Piers 4 east, 5 east, and 5 west).

Perform Impact Echo Testing (before & after) on 3 vacuum injected columns (Ramp WS Piers 4 east, 5 east, and 5 west)

Perform Gravity Feed Repairs on 4 columns (Ramp SE Pier 9 north and south columns, and OH Sign Structure C6-08 east and west columns).

WORK TO BE DONE BY OTHERS:

The following work is to be performed by contractors other than TECVAC and the cost for such work is not included in this proposal: **NONE**

WORKING CONDITIONS:

All work is to be performed in accordance with the 'General Provisions Construction Specific and Job Specific' sections of the Contract Specifications."

All work that requires lane and/or shoulder closures on the interstate shall be performed at night in accordance with the TMP and the contract specifications. All traffic control will be provided by the General Contractor.

Work area to include those areas with work quantities necessary for continuous and uninterrupted flow of work.

The General Contractor will be responsible for insuring that public access and parking is restricted at all times.

All work to be performed by TECVAC is to be performed open shop.

DEBRIS

All debris from TECVAC operations will be removed to trash containers provided the General Contractor located on the project site.

SUPPORT BY OTHERS:

The General Contractor provided shall provide TECVAC with the following facilities and services at no cost to TECVAC:

- 110 volt electric power
- Toilet facilities
- Potable water source
- Lighting
- Parking for TECVAC vehicles
- Access to work areas
- Secure Storage area
- Testing and inspection services (other than Impact Echo) if necessary
- Dump site
- Surface Preparation
- Coring of Concrete
- Patching Core Holes
- Union Manpower
- Union Dues or Membership Fees
- State & Local Taxes
- Scaffolding
- Traffic Control
- Man Lifts
- Removal & replacement of Appurtenances

PRICE:

All work shall be paid for in accordance with the following schedule of values:

Item	Estimated Quantity	Unit Price	Estimated Total
Vacuum Injection	3ea	\$40,560.00	\$121,680.00
Impact Echo Testing	3ea	\$2,500.00	\$7,500.00
Gravity Feed	4ea	\$4,800.00	\$19,200.00

Estimated Lump Sum Budget: \$148,380.00

GUARANTEE OF PRICE

Tecvac will warrant this price good until May 31st, 2013.

AUTHORIZATION:

In order to authorize TECVAC, Inc. to complete the proposed work, please execute the Acceptance of Proposal below and return to TECVAC, Inc.

GENERAL CONDITIONS:

See Attachment A for the general conditions.

NOTICE:

This quotation is provided as proprietary information and is to be used strictly for the limited purpose of bidding on the above referenced work and/or the prime contract.

EXPIRATION:

This proposal may be withdrawn if not accepted within thirty (30) days from this date.

Very truly yours,

TECVAC, INC.



Jeremy S. Boyd
President

ACCEPTANCE OF PROPOSAL: No. 12082704

The conditions, specifications, prices, guarantees and general conditions are hereby accepted. TECVAC, INC. is authorized to proceed to do this work and payment will be as stated above.

ACCEPTED BY:

Authorized Signature

Title

**TECVAC, INC.
ATTACHMENT "A"
GENERAL CONDITIONS**

R-1

[A.] These General Conditions of Proposal shall not be construed to make TECVAC, Inc.'s Proposal non-responsive to any necessarily applicable written specified conditions or requirements concerning the work to which this Proposal may be addressed. These General Conditions are intended to be effective to the full extent not Inconsistent with or repugnant to such necessarily applicable conditions or requirements.

[B.] If a contract/sub-contract is to be used, then such form shall be the current AIA Standard Form Contract Document A101 or Sub-Contract Document A401, of which this proposal and these General Conditions shall become part and shall take precedence.

[C.] Otherwise, these General Conditions shall modify and/or amend the Contractor's/Buyer's prepared Subcontract. Where such Articles of the Contractor's/Buyer's prepared Subcontract are inconsistent and/or ambiguous when read in conjunction with these General Conditions, these General Conditions shall govern. All these General Conditions shall be considered as added thereto.

[D.] The subcontract, all of the provisions herein, and these General Conditions shall be interpreted by the laws of the State wherein the work is located and all jurisdictions of all suits arising out of this contract shall be adjudicated in closest proximity to the site of the work.

[E.] Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change. Lump Sum Budget Proposals are inclusive of the stated quantities and the entire budget will be paid regardless of quantities completed. Excess quantities will be charged and the rates stated only when, and if, the lump sum quantities are exceeded.

[F.] Payment for work performed on a time and material basis shall be made for work actually performed and materials actually used plus overhead and profit, or units completed at the unit prices stated in the Estimated Budget Proposal, regardless of the Budget Estimate. Day rates are charged portal to portal.

[G.] No back charges or claims shall be valid except by the agreement in writing by TECVAC, Inc..

[H.] All sums not paid when due shall bear interest at the rate of 1-1/2% per month on the unpaid balance from the due date until paid, or the maximum legal rate permitted by law, whichever is less, plus all cost of collection, including reasonable attorney's fees.

[I.] If payment is not made to TECVAC, Inc. as herein provided, then TECVAC, Inc. may stop work without prejudice to any other remedy it may have.

[J.] If on-site work is required, Contractor/Buyer is to prepare all areas so as to be accessible for TECVAC, Inc.'s work. TECVAC, Inc. will not be called upon to start work until sufficient areas are ready to allow logical, continual and efficient progress of it's work until completion.

[K.] After acceptance of this Proposal, and unless otherwise stated, TECVAC, Inc. shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete its performance. TECVAC, Inc. shall not be responsible for delays or defaults of any kind, Including but not limited to: delays caused by the Owner, Buyer, General Contractor, or other Contractors, Architect, Engineers; armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities, or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities; vendor priorities and allocation; fires, floods or accidents of God. Delays during TECVAC Inc.'s daily activities at the site, not caused by TECVAC, Inc., will be charged to the Contractor/Buyer at actual hourly costs of labor, materials and equipment and billed as Standby Time in addition to the Estimated Budget and/or unit costs.

TECVAC, INC.
ATTACHMENT "A"
GENERAL CONDITIONS
PAGE 2 OF 2

R-1

[L.] Work called for herein, unless otherwise stated, is to be performed during TECVAC, Inc.'s regular working hours. Overtime rates will be charged for all work performed outside such hours at an extra cost above the Estimated Budget.

[M.] Notwithstanding any contract provision elsewhere contained, TECVAC may file a lien, claim, or notice thereof on its behalf in the event that any payment is not made as and when provided for.

[N.] Should any of these General Conditions be void for any reason, only such void portions shall be inapplicable and the remaining conditions or portions thereof shall have full force and effect.

[O.] Payment by Contractor/Buyer for TECVAC, Inc.'s performance is not, under any circumstances, subject to any contingencies or conditions precedent or subsequent conditions other than TECVAC, Inc.'s performance pursuant to this Proposal and acceptance by the Owner. No retention shall be withheld from any payment.

[P.] This Proposal and any previous or subsequent agreement between TECVAC, Inc. and Contractor/Buyer is not intended to inure to the benefit of any party other than Contractor/Buyer; provided, however, that obligations imposed upon Contractor/Buyer shall bind to its successors, assigns, sureties, officers, principals and heirs.

[Q.] The terms of TECVAC, Inc.'s warranty shall be stated in the referenced warranty documents, Attachment to the Subcontract known as Attachment "B", the terms and conditions of which are herein Incorporated by reference. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. The express warranties contained therein are in lieu of all other warranties, expressed or implied, including any warranties of merchantability or fitness for a particular purpose. The terms of the original proposal shall apply and any ability of TECVAC, Inc. to perform its work that is hindered by the materials and/or workmanship of previously attempted repairs is expressly denied any form of warranty whatsoever and will be completed on a "best efforts" and chargeable basis. In no event will TECVAC, Inc. be liable for special or consequential damages.

[R.] Any indemnity of the Contractor/Buyer by TECVAC, Inc. shall apply only to the extent that the underlying injury or damage is attributable to the negligence or otherwise wrongful act or omission, including the breach of a specific contractual duty, of TECVAC, Inc. or TECVAC, Inc.'s independent contractors, agents, employees or delegates.

[S.] Acceptance of this Proposal shall be acceptance of all terms and conditions recited herein or incorporated by reference, which shall supersede any conflicting term in any other contract document. Any of the Contractor's/Buyer's terms and conditions or different from or in conflict with these General Conditions are objected to and shall have no effect unless agreed to in writing by TECVAC, Inc..

[T.] Contractor's/Buyers agreement herewith shall be evidenced by the Contractor's signature hereon or by allowing TECVAC, Inc. to commence preparation for work. Either action by the Contractor/Buyer will constitute acceptance of this Proposal and all its terms and conditions.

**TECVAC, INC.
ATTACHMENT "B"
WARRANTY SPECIMEN**

R-1

FOR: Rhode Island Department of Transportation
DATE: September 25, 2012
PROJECT: Rhode Island Iway Project

THE FOLLOWING IS MADE AND GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES AND GUARANTEES, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR PURPOSE.

TECVAC, Inc. agrees to repair any defects defined as: (check appropriate item(s))

Leakage through repaired cracks

Installed at the subject location for a period of one (1) years commencing on the date of completion of the work, or beneficial occupancy by owner, whichever is sooner. This guarantee does not extend to the responsibility for defects caused by abnormal or abusive traffic, accidents, acts of God, inadequate or faulty structural design, structural defects, building alteration, cracks or ruptures in the structural base, or normal wear.

Owner agrees to notify TECVAC, Inc. of the need for any repairs covered by this guarantee promptly upon discovery of the need. Such repairs shall be commenced within a reasonable period of time after written receipt of notice from the Owner by TECVAC, INC., subject to delays by strikes, acts of God, weather or other causes beyond reasonable control of TECVAC, Inc., provided Owner had furnished to TECVAC, Inc. release of liability from any building occupants who might be affected by the repair and has removed at Owner's cost all obstructions, additional equipment, or other structures installed after the date which TECVAC, Inc. installed its repairs, which would hinder or interfere with the repairs being made in the most expedient and least expensive manner.

OWNER AGREES TO ACCEPT THE REPAIR REFERRED TO HEREIN AS OWNER'S EXCLUSIVE REMEDY AND AS THE LIMIT OF TECVAC, INC.'S LIABILITY REGARDLESS OF OWNER'S DAMAGES, INCLUDING INCIDENTAL AND CONSEQUENTIAL, AND REGARDLESS OF OWNER'S LEGAL THEORY, INCLUDING TORT, CONTRACT AND STRICT LIABILITY, AND REGARDLESS OF WHETHER RESULTING FROM, OR ARISING OUT OF, OR IN CONNECTION WITH ANY DEFECTS IN THE INSTALLATION OF THE REPAIRS.

Owner agrees in consideration of TECVAC, Inc.'s agreeing to replace materials under this Guarantee for a period specified, to indemnify and hold harmless TECVAC, Inc. from any loss or damage resulting from or arising out of any defects of the operations necessary to repair any defects.

TECVAC, Inc.'s responsibility and obligation for repair shall become enforceable only upon full payment by Owner for the installation of the repairs in accordance with the terms of the installation contract and becomes null and void if anyone not expressly authorized by TECVAC, Inc. performs any of the covered repairs during the period of this guarantee. This guarantee may not be changed or extended except by written notice signed by an officer of TECVAC, Inc.

CODE 817.9902
REPAIRS TO STRUCTURAL CONCRETE MASONRY –
SUPPORT FOR CRACK SEALING OPERATIONS

DESCRIPTION

This work consists of provision of the necessary support services by the General Contractor for the Crack Sealing Subcontractor who is making the repairs to cracks in structural concrete masonry pier columns. The work shall include, but not necessarily be limited to, providing traffic control for the crack sealing operations both at night and during daytime hours on city streets and on the Interstate mainline and ramps; removal and replacement of obstructing appurtenances that are attached to some of the pier columns; preparation of surfaces of the columns as necessary; providing manlifts and other forms of access to work areas as needed; providing 110 volt electric power; potable water; sanitary facilities; lighting for night work; off street parking, a secure storage compound, debris disposal, and general labor. The work shall be performed in accordance with these special provisions, the contract drawings, and applicable portions of the Rhode Island Standard Specifications and as directed by the Engineer. The General Contractor shall coordinate with the Crack Sealing Subcontractor during the bid stage to ensure that all the necessary support is accounted for in the bid price.

MATERIALS

Materials requirements under this special provision shall be in accordance with appropriate sections of the Rhode Island Standard Specifications for all items of work including but not limited to concrete repairs as necessary for surface preparation, hardware for appurtenances removed and reset, and traffic control devices. Grout materials used to fill in pre-existing core holes shall be non-shrink and capable of attaining 5,000 psi compressive strength.

CONSTRUCTION METHODS

The General Contractor shall reference the Traffic Management Plan and the contract plans details for the necessary traffic control requirements. The General Contractor shall reference the Crack Sealing Subcontractor's Means and Methods Statement and the contract general plans and detail plans for direction regarding the specifics of its work requirements.

Traffic Control shall consist of all necessary work performed in accordance with the Contract Plans and Special Provisions, the project Traffic Management Plan, the Rhode Island Standard Specifications, and the current Manual for Uniform Traffic Control Devices to provide safe work zone environments for the Crack Sealing Subcontractor.

JOB SPECIFIC
10/28/12
RIC 2012-CB-092
Page 2 of 3

Removal and Replacement of Obstructing Appurtenances shall be performed at the east column of Ramp WS Pier 4 and the east and west columns of Ramp WS Pier 5 to the limits shown on the Plans and as directed by the Engineer. All drainage pipes shall be removed to the limits shown, stockpiled, and subsequently reset. All drain pipe brackets, threaded rod, and nuts and washers shall be removed and saved for reuse. All parts of the dismantled drains that become lost or damaged, including the inserts, shall be replaced by the Contractor at no cost to the Department. Drains shall be reset when the crack sealing is complete, new splices and lost or broken components shall be provided by the Contractor as part of the cost of the item of work.

Preparation of Concrete Surfaces shall be performed on each and every one of the pier or sign columns included in this contract to the limits shown on the plans. Surface preparation shall consist of the following: removal of all form nails, screws, anchors left in place, and irregularities or deformations in the surface of the concrete (bumps or ragged edges) that could be potentially damaging to the vacuum seal membranes.

Core holes in the concrete surfaces that may have been left unfilled from earlier exploratory work shall be filled with a high strength non-shrink grout and the surfaces smoothed sufficiently to be even or flush with the surrounding surfaces.

Access to the Work Areas shall be provided by the General Contractor. It shall be the General Contractor's responsibility to properly coordinate with the Crack Sealing Subcontractor and provide adequate resources in his bid for the purpose of providing support equipment and services to the Subcontractor.

A Secure Storage Area shall be provided for the use of the Crack Sealing Consultant for the safe storage of vehicles, trailers, miscellaneous equipment, and materials during off working hours. The storage area shall consist of at least 400 square feet of enclosed area, either a shed, garage, or storage building or a fenced in compound with securely locking gate for access by personnel and a vehicle, such as a pickup truck, and tow behind trailer to fit through.

Miscellaneous tools and equipment shall be provided by the General Contractor as needed such as but not limited to portable generator(s), work lights, potable water for miscellaneous cleaning chores, sanitary facilities, and trash container (small dumpster).

Site Restoration shall be undertaken by the General Contractor once the crack sealing work is complete. The areas surrounding each of the pier columns shall be cleaned of any trash or debris. Any damage caused to the ground by the maneuvering of manlifts shall be repaired

JOB SPECIFIC
10/28/12
RIC 2012-CB-092
Page 3 of 3

to the initial condition. The surfaces of the piers visible in elevation shall be left in a clean condition by removal of any substances that are foreign to the original finished surfaces. All drainage pipes shall be reset to the same configuration and at the same locations as the original installations.

METHOD OF MEASUREMENT

“Repairs To Structural Concrete Masonry – Support for Crack Sealing Operations” will not be measured separately for payment.

BASIS OF PAYMENT

“Repairs to Structural Concrete Masonry – Support for Crack Sealing Operations”
No separate payment shall be made for the work required to support the crack sealing operations. Compensation to the General Contractor for satisfactory accomplishment of all the work so stated in this special provision, in support of the crack sealing operations, shall be included in and be incidental to the contract Lump Sum Price bid for Item Code 817.9900 “Pier Column Crack Sealing Repairs”.

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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 \$ 592.50 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 \$ 3.3468 per gallon.

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Revised: 2/19/2002

Total or gross sum of bid for Rhode Island Contract Number: 2012-CB-092

Federal-Aid Project Number(s): 405-421-628

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	June 28, 2013
Bid-Opening Date	November 30, 2012
Pre-Bid Date	November 15, 2012
Advertise Date	November 9, 2012

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING:

ADDENDA	DATE POSTED	DOCUMENT(S)	PAGE
NO.1	November 16, 2012	1. Status Certification for: Debarment, Eligibility, Indictments, Convictions or Civil Judgements	1
NO.2	November 21, 2012	2. Anti-Collusion Certificate	2
		3. Disclosure of Lobbying Activities	3

Total or gross sum of bid for Rhode Island Contract Number: 2012-CB-092

Federal-Aid Project Number(s): 405-421-628

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. 2 to Crack Sealing Advertising

RHODE ISLAND CONTRACT NUMBER: 2012-CB-092

RHODE ISLAND FEDERAL-AID/STATE-AID PROJECT NUMBERS: 405-421-628

PROJECT: IMPROVEMENTS TO INTERSTATE I-195 PIER COLUMN CRACK SEALING REPAIRS

LIMITS: I-95/I-195 Interchange; Ramp WS, Ramp SE, Ramp WS Overhead Sign C6-08

CITY/TOWN: Providence

COUNTY: PROVIDENCE

CONTRACT DESCRIPTION:

The work includes but is not limited to making repairs to cracks in structural concrete masonry pier columns on the Interstate Route 195 Ramps WS, SE, and the Ramp WS Overhead Sign No. C6-08 in the I-95/I-195 Interchange; providing support for the Crack Sealing Subcontractor; providing maintenance and protection of traffic temporary work zone closures; and all other incidentals, complete and accepted within the project.

DBE STATEMENT:

The Contractor will not be required to meet a Disadvantaged Business Enterprise (DBE) goal for the project.

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. Only complete bid packages will be issued.

APPENDICES DESCRIPTION (IF APPLICABLE):

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:

Contract Summary

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: November 15, 2012
PRE-BID TIME: 9:00 AM
PRE-BID PLACE: RIDOT Construction Conference Room #117

BID OPENING INFORMATION:

BID OPENING DATE: November 30, 2012
BID OPENING TIME: 1:00 PM

COMPLETION DATE(S)

DESCRIPTION	DATE
Substantial Completion Date	June 28, 2013
Bid-Opening Date	November 30, 2012
Pre-Bid Date	November 15, 2012
Advertise Date	November 9, 2012

ADDENDA	DATE POSTED
NO.1	November 16, 2012
NO.2	November 21, 2012