

State of Rhode Island



Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908

**REQUEST FOR QUOTE (RFQ) - Bid #7464392
RHODE ISLAND LOTTERY PARKING IMPROVEMENTS**

ADDENDUM #5

SUBMISSION DEADLINE: Thursday, June 06, 2013 at 11:30 AM (EDT)

PRE-BID CONFERENCE: NO

QUESTIONS: Questions concerning this solicitation expired on May 16, 2013 at 12:00 noon Local Prevailing Time. Questions received were answered and posted on the Internet as Addendum 2 to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: YES

BOND REQUIRED: YES, FIVE PERCENT (5%)

PUBLIC COPY (R.I. Gen. Laws 37-2-18(j): NO - This requirement applies to all public works projects (vertical and horizontal) exceeding Five Hundred Thousand (\$500,000) dollars and any combination of base bid plus all alternates.

DISK BASED BID: YES (See attached Disk Based Bidding Information)

NOTE TO VENDORS:

Vendors must register on-line at the Rhode Island Division of Purchases website at www.purchasing.ri.gov. Offers received without the completed four-page Rhode Island Vendor Information Program (RIVIP) Generated Bidder Certification Cover Form attached may result in disqualification.

**George Welly
Interdepartmental Project Manager**

THIS IS NOT A BIDDER CERTIFICATION FORM



Disk Based Bidding Information

File Format

All disk based bid files are ZIP files that you can open using the WinZip 8.1 software. The ZIP file will contain one or more files based on the type of Bid/RFP.

Downloading the Disk Based Bid

Bids that have a file for download are marked with a "D" in the Info field of the bid search results. The "D" will be an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the ZIP file associated with the bid. Opening the WinZip file will download a copy to your computer's temporary directory.

Opening the Disk Based Bid

Once downloaded, you can open the ZIP file with WinZip and view the Microsoft Office files contained within the WinZip file. Immediately save (extract) the individual files to an appropriate directory on your computer, such as "Desktop" or "My Documents".

FOR THE DEPARTMENT OF TRANSPORTATION AND OTHER SPECIFIC PROJECTS:

Completing the Disk Based Bid

Once the Microsoft Office files are properly saved, open the individual files and enter the required information in the appropriate fields. Save each file again to capture the new information you entered.

Submitting the Disk Based Bid

Save the completed files to a CD or diskette. Label the CD or diskette with the Bid/RFP number and bidder's name (company name, not contract name). Submit as instructed in the Bid or RFP solicitation document.



ADDENDUM #5 (continued)

The complete set of Project Bidding Documents can be found at the State Purchasing Web Site (www.purchasing.ri.gov) **RFQ #7464392** and as follows in this Section. Potential bidders should download and read the Solicitation Information provided by the Division of Purchases in its entirety. **Note to vendors: Note that this Addendum 5 replaces the Invitation to Bid and the Solicitation Information included in the original offering. The Solicitation Information and Invitation to Bid in the original offering are hereby withdrawn. Addendum 2, referenced below as to changes in scope and documents, is appended to the bottom of this Addendum 5, in its entirety.**

Note also that all changes to the Project Manual compared to the original document are in Addendum 2, dated May 20, 2013, and include a Revised Bid Form and Additional Specification Sections for Hot Mix Asphalt 9.5 and 12.5. Addendum 2, Question reconfirmed that there will be no price adjustments for Liquid Asphalt or Diesel Fuel, as is specified in Section 13.26 in Section 000800, Supplementary Conditions in the Project Manual; notwithstanding this language, unit prices are still required in the bid forms in order to calculate additive and deductive change orders.

Note also that all changes to the Project Plans compared to the original document are also in Addendum 2, dated May 20, 2013, and include a Revised Site Layout Plan 4 and Revised Miscellaneous Details Plan No. 1.

Finally, note that the completion date of June 30, 2013, noted in the Bid Form as revised in Addendum 2 (Exhibit A below) has been extended to Twenty days from Purchase order issued by Central Purchasing.

In the event of any conflict between information in this addendum 4 and other project documents, language in the addendum shall prevail.

- SCOPE OF WORK

- A. All Labor, Material, Equipment, Services, Tools, Incidentals and Administration to complete The Rhode Island Lottery Parking Improvements, including but is not limited to: bituminous paving and sitework, landscaping, concrete sidewalks, bituminous sidewalks, concrete work, curb installation, berm installation, pavement geotextile/geomembrane installation, pavement removal, gravel base installation, drainage work, surface restoration, re-grading, fine grading, ADA accessible ramp installation, utility adjustments, pavement markings, traffic control, traffic protection, tree removal, tree protection, signage, specialties, miscellaneous equipment, miscellaneous furnishings, and miscellaneous tasks as listed within the Plans and the Project Manual.
- B. The work includes The Rhode Island Lottery Parking Improvements.



ADDENDUM #5 (continued)

Complete details of the scope of work are available in:

- Project Manual - Rhode Island Lottery Parking Improvements, Cranston, RI; and
- RI Lottery Construction Plans.

Potential Offerers are advised to review all sections of this solicitation carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

TERMS AND CONDITIONS FOR THIS BID

RIVIP

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

SURETY

Bidder is required to provide a bid surety in the form of a bid bond, or a certified check payable to the state of Rhode Island, in the amount of a sum not less than five percent (5%) of the bid price. Bid surety must be attached to the bid form. The successful bidder will also be required to furnish performance and labor and payment bonds at time of tentative contract award.

WAGE

Bidders are advised that all provisions of title 37 chapter 13 of the general laws of Rhode Island apply to the work covered by this request, and that payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime, and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors. The prevailing wage table may be obtained at the Rhode Island Division of Purchases home page by internet at www.purchasing.ri.gov. Select "Bidding Information", then "General Information" and then select "Prevailing Wage Table". The State of Rhode Island uses the general decision number ri20100001. Printing the entire document averages approximately one minute per page - you may want to print only the pages applicable to your bid. Bidders note: in the event this bid specifies price offers on a time-and-materials basis, i.e., an hourly rate, any or all bids submitted in an amount less than the prevailing rate in effect for the work covered by this request as of the date of bid issuance shall be rejected by the Division of Purchases.



ADDENDUM #5 (continued)

INSURANCE

An insurance certificate in compliance with provisions of item 31 (insurance) of the general conditions of purchase is required for comprehensive general liability, automobile liability, and workers' compensation and must be submitted by the successful bidder(s) to the division of purchases prior to award. The insurance certificate must name the state of Rhode Island as certificate holder and as an additional insured. Failure to comply with these provisions may result in rejection of the offeror's bid. Annual renewal certificates must be submitted to the agency identified on the purchase order. Failure to do so may be grounds for cancellation of contract.

Note: If this bid covers construction, school busing, hazardous waste, or vessel operation, applicable coverages from the following list must also be submitted to the division of purchases prior to award: * professional liability insurance (aka errors & omissions) - \$1 million or 5% of estimated project cost, whichever is greater. * builder's risk insurance - coverage equal to face amount of contract for construction. * school busing - auto liability coverage in the amount of \$5 million. * environmental impairment (aka pollution control) - \$1 million or 5% of face amount of contract, whichever is greater. * vessel operation - (marine or aircraft) - protection & indemnity coverage required in the amount of \$1 million.

LICENSE

Vendor (owner of company) is responsible to comply with all licensing or state permits required for this type of service. A copy of license/permit should be submitted with this bid. In addition to these license requirements, bidder, by submission of this bid, certifies that any/all work related to this bid, and any subsequent award which requires a Rhode Island license(s), shall be performed by an individual(s) holding a valid Rhode Island license.

INVITATION TO BID

Purchaser: The Rhode Island Department of Administration, Division of Purchases
One Capitol Hill, Providence, RI 02908-5855

Owner/Agent: The Rhode Island Lottery
1425 Pontiac Avenue, Cranston, Rhode Island 02920

Architect: Crossman Engineering
151 Centerville Road
Warwick, Rhode Island 02886
Tel. 401-738-5660 Fax: 401-738-8157

Project: Rhode Island Lottery Parking Improvements,
1425 Pontiac Avenue, Cranston, Rhode Island 02920

Completion Time: Twenty days from Purchase Order issued by Central Purchasing.

General Contractors are invited to submit sealed bids on the above Project, to the Purchaser at the above address, on or before: Time: 11:30 AM, EDT Date: Thursday, June 6, 2013

Note: Complete details of the scope of work are available in a download at the Rhode Island Division of Purchases website at www.purchasing.ri.gov (labeled with the date of this Solicitation Information document), which includes the Project Drawings and Project Manual.

Bidder is required to provide a Bid Security in the form of a Bid Bond, or a certified check payable to the **State of Rhode Island**, in the amount of a sum no less than five percent (5%) of the Bid Price.

Refer to "Instructions to Bidders" for other Bidding Requirements.

Bidders' attention is referred to State requirements pertaining to conditions of employment to be observed, including the Equal Employment Opportunity Act and requirements that 10 percent of the dollar value of the work must be performed by Minority Business Enterprises, and wage rates to be paid under the Contract for this project must be in accordance with those prevailing wages on file in the Rhode Island Department Of Labor, Office of the Director, and included in this Project Manual. Bidders are subject to terms, conditions and provisions of State's General Conditions of Purchase, and to the provisions of Chapters 2, 12, 13 and 14.1 of Title 37, General Laws of the State of Rhode Island 1956, as amended.

The Office of Purchases reserves the right to accept or reject any or all Bids.

George Welly, Interdepartmental Project Manager

END OF INVITATION TO BID

State of Rhode Island



**Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908**

**REQUEST FOR QUOTE (RFQ) - Bid #7464392
RHODE ISLAND LOTTERY PARKING IMPROVEMENTS**

ADDENDUM #5 (continued)

**Exhibit (A)
Addendum 2
May 20, 2013**



Solicitation Information
RFQ #7464392

Date: May 20, 2013

Title: Rhode Island Lottery Parking Improvements
Closing Date and Time: May 28, 2013 at 11:00 am Local Prevailing Time

ADDENDUM # 2

Notice to Vendors:
Attached are vendor questions with state responses.

No additional questions will be answered.

George Welly
Interdepartmental Project Manager
Division of Purchases

Attachments to this Addendum:

1. Revised Bid Form
2. Additional Specification Sections: Hot Mix Asphalt 9.5 and 12.5
3. C3: Revised Site Layout Plan
4. C4: Revised Miscellaneous Details Plan No. 1

Question 1 - I'm still confused. I ask a question now. I still have to write that out.

A - Yes, to be certain that we do not misinterpret the question. But we will try to articulate all questions in written form and will repeat them and the answers in the addendum. But, in order to be sure that it is written in a correct way, we will also ask you to send the question in, but that is up to you.

Question 2 - On the pavement section the base course for this job call for a 12.5 millimeter asphalt mix for the base course, but that is not consistent with the state standard of 19 millimeters. Can 19 mm superpave be substituted for 12.5 mm base course?

A - The proposed pavement structure as referenced on the plans will be the pavement used for this project, no substitutions will be accepted. Supplemental Specifications for Hot Mix Asphalt 9.5 and 12.5 are included in this addendum.

Question 3 - Also same question as for the State Police job: Testing for asphalt mixes at the asphalt plant are specified, But who will do that, the project engineer? This conflicts with the current specs for supermix paving.

A - Testing will be the responsibility of the Division of Capital Projects and Property Management.

Question 4 - In the areas shaded on the drawings, you call for supplying new gravel. 1. In areas that show full depth excavation, can reclaiming be done as an alternate?

A - The pavement structure for the shaded existing parking area has been revised see attached plan.

Question 5 - Have the working hours been checked with the City Of Cranston? I want to make sure the police don't show up.

A - The City of Cranston will be made aware of this project by the Division of Capital Projects.

Question 6 - The unit pricing for the base course specifies two inches but the job specifies three inches. Is it two inches or three?

A - Attached is a Revised Bid Form reflecting the proper dimension thickness of three inches.

Question 7 - General asphalt. The specs again call for a material transfer machine? Is that required?

A - A material transfer machine is not required.

Question 8 - Again, the asphalt escalation section. Is that going to be taken out altogether?

A - Yes, this language is deleted. Please refer to Addendum One to this RFQ on the Purchasing website for exact wording for the deleted language.

Question 9 - In the shaded areas on the plans: We're working at night. What happens on day two when they show up and there's not parking lot there?

A - All building occupants will be notified that the parking lot will not be completed in one night and they will have to park and drive on gravel/dirt surfaces for a duration. The contractor will be responsible for leaving the parking areas and driveway in a manner that will allow vehicles to utilize the parking area daily, and maintain ADA accessibility into the building.

Question 10 - Are we expected to have it lined and graded?

A - No, The contractor will be responsible for leaving the parking areas and driveway in a condition that will allow vehicles to utilize the parking area daily, and maintain ADA accessibility into the building. Contractor is only required to strip after placing final wearing surface.

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Date: May 28, 2013 at 11:00 AM
RFQ # 7464392

To: The Department of Administration, Division of Purchases
One Capitol Hill, Providence, RI 02908

Project: The Rhode Island Lottery Parking Improvements
1425 Pontiac Avenue
Cranston, RI 02920

Submitted by: _____

(Please include in the above spaces the firm's legal name, address, telephone, fax number, contact email address, and license number if applicable)

The method of measurement and unit price for all items shall be as noted in the Project Manual Section 000410 Bid Form. The unit price or lump sum price for all items shall constitute full compensation for complete in place acceptance, including labor, tools, materials, equipment, and all incidentals and items of work necessary to complete the work in a manner suitable for final acceptance by the owner. The Basis of Payment noted in the Project Manual Division 2 Site Construction and the Supplemental Standards and Specifications are not applicable.

1. BASE BID

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents, the cost submitted here-in includes all work delineated in the Project Manual and Drawings prepared by Crossman Engineering dated May 2013. Additionally the cost provided here-in is inclusive of all Allowances that have been identified in the Contract Documents, as such they have been calculated as part of the total costs submitted as part of the Base Bid Value. Furthermore, the Base Bid includes all work delineated in the addendums issued throughout the bidding process and takes into consideration the time line as presented for the project included as part of this Bid.

The cost to provide the Owner for the Project in full compliance with the Project Documents can be completed for the Sum of (This Cost includes the values of the Allowances delineated in the Bid Form) and, we, the undersigned, hereby offer to enter into a Contract to perform the Work as prescribed for Base Bid for the sum of:

\$,				,				.		
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Numeric

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Written

WE HAVE INCLUDED THE REQUIRED BID SURETY AS REQUIRED BY THE INVITATION TO BID AS PART OF THE ABOVE COST.

2. ALLOWANCES

Allowances for the Project to be included in Base Bid are as follows. The following amount (Collective Sum Total) in Bid, for inclusion. in the Base Bid:

- 2.1 Traffic Police Protection: \$5,000.00
- 2.2 Trench Rock Excavation: \$5,000.00
- 2.3 Gravel Backfill and Placement to replace Unsuitable Trench Excavation: \$5,000.00

Should actual value be more or less than identified, the contract value will be adjusted by change orders and the Unit Prices listed on the Bid Form to reflect the amount of differences.

I (the bidder) have carried as part of the Base Bid the total applicable value of the combined totals of Allowances as presented above.

3. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated _____ Addendum No. 2, dated _____
 Addendum No. 3, dated _____ Addendum No. 4, dated _____

4. ALTERNATES

BIDDER agrees to be bound by the following alternate prices.

The Bidder shall take notice that the Alternates are listed in the order in which the Owner intends on awarding them based on available funds and as follows...

Add Alternates will be considered in the order in which they are presented except where available project funds require choices out of the order in which they are presented. The Owner will then award the next alternate on the list that the project budget supports or otherwise award a combination of alternates that follows the order within the project budget.

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In the event the Owner is required to reduce funds the Deductive Alternates will be considered in the order presented, except where funds allow for the skipping a deductive alternate and proceeding to the next.

Additionally, the Owner reserves the right to award a combination of both Additive and Deductive Alternates as may be determined to be in the best interests of the Owner.

ADD ALTERNATES

No Add Alternatives are included in the Project.

DEDUCTIVE ALTERNATE

No Deductive Alternatives are included in the project.

5. UNIT PRICES

Provide Unit Pricing for the following items which shall be used for additive and deductive change orders as may be required. The General Contractor shall submit Unit Costs as requested and each cost submitted shall be considered to be all inclusive and includes overhead, profit, travel, mobilization, incidental and appurtenant cost for the complete legal removal and/or installation of all items identified. Costs submitted shall be inclusive of compliance with all regulatory requirements, legal disposal, labor, materials, testing, bonding and administrative costs to provide labor, materials and services as prescribed in the Contract Documents. When these costs (Unit Costs) are used for deductive change orders the cost will be totaled and Two (2) percent will be subtracted from the final total which shall be considered administrative costs for the General Contractor for preparing the deductive Change Order. Provide these Unit Costs in Numerical form only. Prior to a final bid award confirmation of the Unit Costs will be made between the Owner and General Contractor. Unit costs will be reviewed as part of the overall review of the Bidders proposal for fairness and competitiveness.

The General Contractor shall note that the presence of a requested Unit Cost does not imply that General Contractor does not own these services in the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents.

BIDDER agrees to be bound by the unit prices provided herein:

DESCRIPTION OF SERVICES		CONTRACTORS UNIT COST									
Item 1	Project Mobilization, Per Each	\$,					.		
Item 2	Project Demobilization, Per Each	\$,					.		
Item 3	Earth Excavation, Per Cubic Yard	\$,					.		
Item 4	Rock Excavation, Per Cubic Yard	\$,					.		
Item 5	Trench Rock Excavation, Per Cubic Yard	\$,					.		

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DESCRIPTION OF SERVICES		CONTRACTORS UNIT COST							
Item 6	Remove and Dispose Bituminous Pavement, Per Square Yard	\$,				.	
Item 7	Cold Plane Bituminous Pavement, 1.5 Inch Depth, Per Square Yard	\$,				.	
Item 8	Bituminous Pavement Sawcut, Per Linear Foot	\$,				.	
Item 9	Trimming and Fine Grading, Per Square Yard	\$,				.	
Item 10	Gravel Borrow, Per Cubic Yard	\$,				.	
Item 11	Silt Fence or Filter Sock, Per Linear Foot	\$,				.	
Item 12	Tree Protection Device, RI Standard 51.1.0, Per Each	\$,				.	
Item 13	Remove and Dispose Tree and Stump, All Sizes, Per Each	\$,				.	
Item 14	Remove and Dispose Stump, All Sizes, Per Each	\$,				.	
Item 15	Remove and Reset Sign, Including New Post and Installation, Per Each	\$,				.	
Item 16	Gravel Base and Sub-Base Course, Per Cubic Yard	\$,				.	
Item 17	Hot Mix Asphalt Class 9.5 (1.5 inch), Per Ton	\$,				.	
Item 18	Hot Mix Asphalt Class 12.5 (3-inch), Per Ton	\$,				.	
Item 19	Cleaning and Sweeping Pavements, Per Square Yard	\$,				.	
Item 20	Asphalt Emulsion Tack Coat, Per Square Yard	\$,				.	
Item 21	Asphalt Overlay Geotextile Fabric, Per Square Yard	\$,				.	
Item 22	Cleaning and Sealing Cracks in Bituminous Pavements, Per Linear Foot	\$,				.	
Item 23	Seal Coating of Bituminous Pavements, Per Square Yard	\$,				.	
Item 24	Bituminous Berm, RI Standard 7.5.1, Per Linear Foot	\$,				.	
Item 25	Cement Concrete Sidewalk, RI Standard 43.1.0, Per Cubic Yard	\$,				.	
Item 26	Bituminous Concrete Sidewalk, RI Standard 43.2.0, Per Ton	\$,				.	
Item 27	Wheelchair Ramp, RI Standard 43.3.0, Per Each	\$,				.	
Item 28	Wheelchair Ramp Limited Area, RI Standard 43.3.1, Per Each	\$,				.	
Item 29	Precast Concrete Curb, RI Standard 7.1.0, Per Linear Foot	\$,				.	
Item 30	Precast Concrete Transition Curb, RI Standard 7.1.2, Per Each	\$,				.	
Item 31	Precast Concrete Car Stops, RI Standard 7.2.4, Per Each	\$,				.	
Item 32	8-Inch HDPE Pipe, Per Linear Foot	\$,				.	
Item 33	12-Inch HDPE Pipe, Per Linear Foot	\$,				.	

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DESCRIPTION OF SERVICES		CONTRACTORS UNIT COST							
Item 34	18-Inch HDPE Pipe, Per Linear Foot	\$,				.	
Item 35	Precast Concrete Catch Basin, RI Standard 4.2.0, Per Each	\$,				.	
Item 36	Round Catch Basin Grate, RI Standard 4.8.0, Per Each	\$,				.	
Item 37	Grass Swale, RI Standard 8.1.0, Per Linear Foot	\$,				.	
Item 38	Riprap R-3 and Bedding, Per Square Yard	\$,				.	
Item 39	Enter Catch Basin or Manhole, Per Each	\$,				.	
Item 40	Adjust Catch Basin or Manhole to Grade, Per Each	\$,				.	
Item 41	Adjust Curb Box and Gate (All Types) to Grade, Per Each	\$,				.	
Item 42	4-Inch Depth Loam and Seed, Per Square Yard	\$,				.	
Item 43	RIDOT Type 2 Residential Seeding, Per Square Yard	\$,				.	
Item 44	Signs, Sign Post and Installation, Per Square Foot	\$,				.	
Item 45	Temporary Protection Traffic Signs, Per Each	\$,				.	
Item 46	4-Inch Epoxy Resin Pavement Markings, White, Per Linear Foot	\$,				.	
Item 47	4-Inch Epoxy Resin Pavement Markings, Yellow, Per Linear Foot	\$,				.	
Item 48	8-Inch Epoxy Resin Pavement Markings, White, Per Linear Foot	\$,				.	
Item 49	12-Inch Epoxy Resin Pavement Markings, White, Per Linear Foot	\$,				.	
Item 50	Pavement Markings and Arrows, Per Each	\$,				.	
Item 51	Orange Snow Fencing, Per Linear Foot	\$,				.	
Item 52	Restoration of Temporary Parking Areas on Existing Grassed Areas, including soil tilling, 4 inches of loam and seeding, per Square Yard	\$,				.	
Item 53	Temporary Pavement, Per Square Yard	\$,				.	
Item 54	Remove and Relocate Existing Dumpster, Per Each	\$,				.	

BIDDER agrees to be bound by the unit prices provided herein.

6. ACCEPTANCE and AWARD CRITERIA

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the Bid closing date. If this Bid is accepted by the Owner within the time period stated above, the Contractor will:

- Execute the Agreement subject to compliance with required state regulatory agency approvals as described in the Invitation to Bid;

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- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders; and
- Commence work within three (3) calendar days after receipt of a Purchase Order from the Rhode Island Division of Purchases.
- Complete the Project in a manner suitable for acceptance by the owner prior to **June 30, 2013.**

Bid Surety shall be forfeited as damages to the Owner by reason of our failure, in addition to any and all legal remedies and rights of the Owner, including but not limited to, recovery of the difference between the Contractor's bid and the next lowest responsible bidder that is accepted by the Owner.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

ACCEPTANCE OF BID and AWARD

It is the intent of the Owner to award a Contract as prescribed in the document entitled "Solicitation Information" provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available for the construction budget. The Purchasing Agent shall have the right to waive ANY informalities and irregularities in a Bid received and to accept the Bid which, in the Purchasing Agent's judgment, is in the State's best interests and the Owner reserves the right to award the bid based on costs alone.

The Owner shall have the right to accept Alternates in any order and/or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted. The Owner has grouped the alternates in the order in which they would like to award the alternates, however as noted above the Owner has the right to award alternates in any order and/or combination as available funds may dictate what can be incorporated into the project.

Minority Business Enterprises: Pursuant to G.L. 1956 § 37-14.1-1, et seq., the State reserves the right to apply additional consideration to offers, and to direct awards to Bidders other than the responsive Bid representing the lowest price where:

1. The offer is fully responsive to the terms and conditions of the request;
2. The offer is determined to be within a competitive range (not to exceed five percent (5%) higher than the lowest responsive offer) for the product or service; or
- .3 The firm making the offer has been certified by the State of Rhode Island, Department of Economic Development, to be a small business concern meeting criteria established to be a Minority Business Enterprise.

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AWARD

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Purchasing Agent.

a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the State. The State reserves the right to determine those offers which are responsive to the Request or which otherwise serve its best interests.

b. The State reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the State may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the State to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the State may, at the option of the State, be

1. rejected as being non-responsive, or
2. set aside in favor of the State's terms and conditions (with the consent of the bidder), or
3. accepted, where the State Purchasing Agent determines that such acceptance best serves the interests of the State.

Acceptance or rejection of alternate or counter-offers by the State shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.

e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

f. The Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.

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- g. The Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the State will be served by so doing.
- h. The Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the State, other things being equal.
- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The Purchasing Agent reserves the right to act in the State's best interests regarding awards caused by clerical errors by the Office of Purchases.

The Owner and Design Team will review all submissions. After review, one or more respondents may be invited to answer questions that allow the Owner and Design Team to determine which firm will be awarded the project based on the costs and confirmation that the Scope of Work is clear and that the Bid Costs includes all work. As such, the Bidder shall ensure that all key team members are available during the period of **May 28, 2013 - June 10, 2013** for Scope of Review meeting that will assist the Owner and Design Team in determining the completeness of the proposals. Additionally, the Bidder shall be prepared to provide all required documents (i.e. Bond, Insurance, MBE and etc.) for prompt execution of the Contract. It is further understood that if such examination and review is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

7. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Project by the dates outlined in the following table for as applicable while working within the Key Dates and Milestone periods delineated below.

If this Bid is accepted, we will achieve Final Completion of the Project by the date of **June 30, 2013** while working within the Key Dates and Milestone periods delineated below.

Description of Key Dates for Project Milestones are as follows based on Summary of Work in Section 010100 delineated as follows:

Start of Construction.....	<u>June 11, 2013</u>
Date of Substantial Completion.....	<u>June 30, 2013</u>

Substantial Completion represents the date that the contractor commences Punch List completion, and areas are utilized by Owner.

#7464392

Date that Temporary Certificate of Occupancy Issued N/A

This requirement will allow the Owner to start staffing the facility, but is not to be construed that the Contractor has achieved Final Completion for the project. All Warranty Work will be effective the date of final completion of the areas and spaces as mutually agreed to in writing by the Owner, Architect and the Contactor.

Date of Final Completion June 30, 2013

This is the date the Owner will officially open the facility for full operations and public access which shall be the date of Full and Beneficial Use. Issuance of Final Completion of the Facility will be considered at this time provided all punch lists are reasonably complete and there is no outstanding work to be completed.

8. Drawing and Contract Exhibits

Project Drawing and Technical Specifications have a Table of Contents that Serve as the list of Drawings and Project Documents

9. LIQUIDATED DAMAGES

“The Bidder (Contractor) acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed facilities as defined in the master schedule and Section entitled “Contract Time “ in this Bid Form. It is the Owners intent to occupy the completed facilities as delineated in the project schedule Therefore, the Owner and the Contractor agree as set forth in the following paragraph.

If the Contractor fails to achieve milestones allowing the Owner to effectively and properly utilize completed facilities, in the periods delineated under Contract Time the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the actual costs for such delay, as follows...

The Owner reserves the right to “Actual Damages” which for the purposes of this section shall be defined as all associated costs to delay and/or utilize parking, pedestrian and parking areas including the costs of any and all labor and potential difference in cost between original owner proposals and potential costs differences due to premiums associated with these costs and ARE limited to remobilization to complete the work timely as it is related and associated with such delay, including remobilization costs, design team fees, project management fees , shift premiums and other costs associated with such delays for those items outlined here-in. These damages shall be based on the actual documented costs for those items defined above.

The Owner may deduct liquidated damages described in the aforesaid from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner upon the demand of the Owner, from the Contractor and/or its surety.”

The maximum liquidated damages payable shall be \$250,000.00.

#7464392

11. BID FORM SIGNATURE(S)

The Bid Sum submitted for the Base Bid includes the totals for Allowances. Bid Alternates and Unit Costs are provided as the Bid Form requires.

(Bidder's name)

By: _____

Title: _____

Corporate Seal:

**THE CONTRACTOR SHALL PROVIDE AN AFFIDAVIT THAT THE PERSON WHO HAS
AFFIXED HIS OR HER SIGNATURE TO THIS BID FORM IS ACTIVELY AND LEGALLY
AUTHORIZED TO BIND THE FIRM CONTRACTUALLY.**

**THIS FORM MUST BE SUBMITTED WITH AND AFFIXED
TO THE BID FORM.**

END OF SECTION 000410

HOT MIX ASPHALT CLASS 9.5

DESCRIPTION:

Hot Mix Asphalt-Class 9.5 shall conform to the requirements of the Specifications as noted in the Contract Documents, including Section 401 Dense Graded Bituminous Pavements, with the following exceptions and modifications.

MATERIALS:

1. Aggregate

The aggregate shall conform to the 3 to <10 million ESAL requirements of Table 5 in AASHTO M 323. No more than 10% of the aggregate shall be natural sand. All aggregate properties of Section M.03 shall apply.

2. Performance Graded Binder

The binder shall meet the requirements of PG 64-28, Grade S as specified in AASHTO M 320 and MP 19.

3. Mix Design

HMA mixes shall conform to AASHTO M 323, "Standard Specification for Superpave Volumetric Mix Design". The design procedure shall follow AASHTO R 35 "Standard Practice for Superpave Volumetric Design for Hot-Mix Asphalt (HMA)". The design specifications found in AASHTO M 323 shall supersede those found in the Standard Specifications. A mix design using PG 64-28 Grade S shall be used to determine the design binder content. The following specific requirements and exceptions to AASHTO M 323 shall apply.

- a. N_{initial} shall be 6, N_{design} shall be 50 and N_{max} shall be 75 gyrations.
- b. A moisture susceptibility test will not be required.
- c. The mix shall be designed at 4% voids.
- d. The VMA shall be greater than or equal to 16.5%.
- e. The VFA shall be 70 to 80 percent.
- f. The mix shall be coarse graded as defined in Section 6.1.3 of AASHTO M 323.
- g. The dust to binder ratio ($P_{0.075}/P_{be}$) shall be 0.5 – 1.0. The design effective binder content shall be used to calculate this ratio.

- h. No RAP will be allowed in the mix.
- i. In addition to the sieves listed in Table 3 of AASHTO M 323, the 0.600 mm, 0.300 mm and 0.150 mm sieves will be required. The 50.0 mm and 37.5 mm sieves will not be required.

The following procedures shall be adhered to for the mix design:

- Three trial blends shall be submitted and accepted before beginning the mix design procedure.
- All trial mixture data and calculations determined for Section 9 of AASHTO R 35 shall be submitted to the Engineer. The Engineer will determine which trial mixture shall be used for the mix design procedure.
- After the mix design is completed it shall be submitted to the Engineer for acceptance.

The gyratory cores and Rice (AASHTO T 209) samples at the design binder content shall be submitted to the Engineer.

A successful plant trial batch shall be performed before production of the HMA begins.

CONSTRUCTION METHODS:

1. Plant Laboratory

In addition to the requirements of Section 930 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction 2004 Edition and latest addenda, the contractor provided lab shall be equipped with the following:

Gyratory compactor conforming to AASHTO T 312 and two molds.

All equipment required to determine the theoretical maximum specific gravity in accordance with AASHTO T 209 Test Method A and Section 13.1. A metal pycnometer and electronic digital vacuum gauge shall also be provided.

All sieves required for the mix design process.

Facilities and equipment to perform a wet-wash in accordance with AASHTO T-30 and a faucet spray hose shall be provided.

2. Mix Production

Samples will be taken at the plant every 600 tons. The following mix production tolerances shall apply:

- a. The air voids (V_a) shall be 3.0 – 5.0 percent.
- b. The voids in mineral aggregate (VMA) shall be 16.5% minimum.

The following tolerances for gradation shall apply:

12.5mm	100%
9.5mm	90% - 100%
4.75mm	90% max
2.36mm	Established by the mix design $\pm 5\%$
0.075mm	Greater than or equal to 2.0%

In-place density shall be 92% of the theoretical maximum density obtained at the plant.

- 3. The Contractor is responsible for providing testing samples at the plant. Testing at the plant will not be conducted by the Engineer.

HOT MIX ASPHALT CLASS 12.5

DESCRIPTION:

Hot Mix Asphalt-Class 12.5 shall conform to the requirements of the Specifications as noted in the Contract Documents, including Section 401 Dense Graded Bituminous Concrete Pavements, with the following exceptions and modifications.

MATERIALS:

1. Aggregate

The aggregate shall conform to the 3 to <10 million ESAL requirements of Table 5 in AASHTO M 323. No more than 10% of the aggregate shall be natural sand. All aggregate properties of Section M.03 shall apply.

2. Performance Graded Binder

The binder shall meet the requirements of PG 64-28, Grade S as specified in AASHTO M 320 and MP 19.

3. Mix Design

HMA mixes shall conform to AASHTO M 323, "Standard Specification for Superpave Volumetric Mix Design". The design procedure shall follow AASHTO R 35 "Standard Practice for Superpave Volumetric Design for Hot-Mix Asphalt (HMA)". The design specifications found in AASHTO M 323 shall supersede those found in the Standard Specifications. A mix design using PG64-28 Grade S shall be used to determine the design binder content. The VMA and $VMA_{\text{effective}}$ shall be calculated for each asphalt content during the mix design process. The following specific requirements and exceptions to AASHTO M 323 shall apply.

- a. N_{initial} shall be 6, N_{design} shall be 50 and N_{max} shall be 75 gyrations.
- b. A moisture susceptibility test will not be required.
- c. The mix shall be designed at 4% voids.
- d. The VMA shall be greater than or equal to 15.5%.
- e. The VFA shall be 70 to 80 percent.
- f. The mix shall be coarse graded as defined in Section 6.1.3 of AASHTO M 323.

- g. The dust to binder ratio ($P_{0.075}/P_{be}$) shall be 0.5 – 1.0. The design effective binder content shall be used to calculate this ratio.
- h. No RAP will be allowed in the mix.
- i. In addition to the sieves listed in Table 3 of AASHTO M 323, the 0.600 mm, 0.300 mm and 0.150 mm sieves will be required. The 50.0 mm and 37.5 mm sieves will not be required.

The following procedures shall be adhered to for the mix design:

- Three trial blends shall be submitted and accepted before beginning the mix design procedure.
- All trial mixture data and calculations determined for Section 9 of AASHTO R 35 shall be submitted to the Engineer. The Engineer will determine which trial mixture shall be used for the mix design procedure.
- After the mix design is completed it shall be submitted to the Engineer for acceptance.

The gyratory cores and Rice (AASHTO T 209) samples at the design binder content shall be submitted to the Engineer.

A successful plant trial batch shall be performed before production of the HMA begins.

CONSTRUCTION METHODS:

1. Plant Laboratory

In addition to the requirements of Section 930 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction 2004 Edition and latest addenda, the contractor provided lab shall be equipped with the following:

- Gyratory compactor conforming to AASHTO T 312 and two molds.
- All equipment required to determine the theoretical maximum specific gravity in accordance with AASHTO T 209 Test Method A and Section 13.1. A metal pycnometer and electronic digital vacuum gauge shall also be provided.
- All sieves required for the mix design process.
- Facilities and equipment to perform a wet-wash in accordance with AASHTO T-30 and a faucet spray hose shall be provided.

2. Mix Production

Samples will be taken at the plant every 600 tons. The following mix production tolerances shall apply:

- a. The air voids (V_a) shall be 3.0 – 5.0 percent.
- b. The voids in mineral aggregate (VMA) shall be 15.5% minimum.
- c. The percent passing the #200 sieve shall be 2.0% minimum.

The following tolerances for gradation shall apply:

19.0mm	100%
12.5mm	90% - 100%
9.5mm	90% max
2.36mm	Established by the mix design $\pm 5\%$
0.075mm	Greater than or equal to 2.0%

In-place density shall be 92% of the theoretical maximum density obtained at the plant.

- 3. The Contractor is responsible for providing testing samples at the plant. Testing at the plant will not be conducted by the Engineer.

KEY PLAN

PROJECT TITLE:

PROPOSED PARKING IMPROVEMENTS

RHODE ISLAND LOTTERY
 1425 PONTIAC AVENUE
 CRANSTON, RHODE ISLAND

PREPARED FOR:

RHODE ISLAND DEPARTMENT
 OF ADMINISTRATION

DIVISION OF CAPITAL PROJECTS
 AND PROPERTY MANAGEMENT
 ONE CAPITOL HILL
 PROVIDENCE, RI 02908-5859

DRAWING TITLE:

SITE LAYOUT PLAN

DATE:

MAY 2013

SCALE:

1"=20'

DWG. NAME:

1917-C03-SITE-R1.dwg

REVISIONS

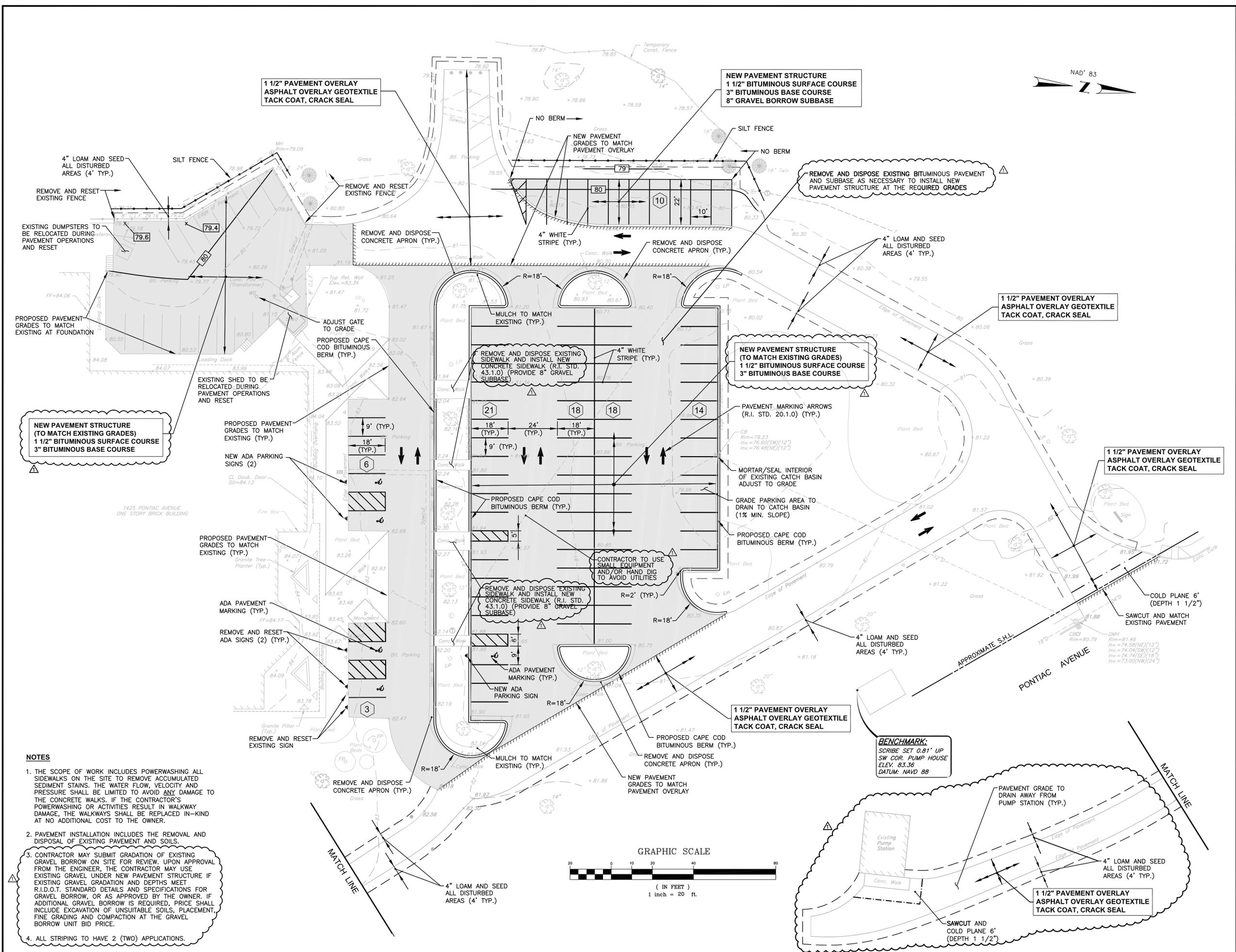
NUMBER	REMARKS	DATE
1	ADDENDUM No. 1	05/17/13

DRAWING NUMBER

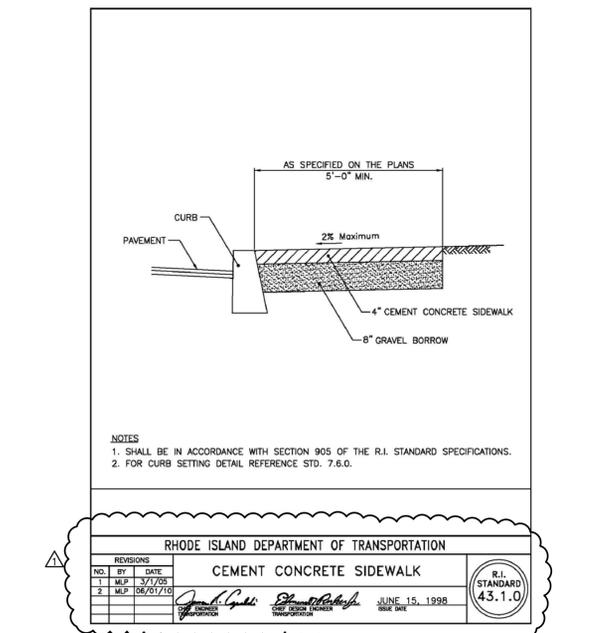
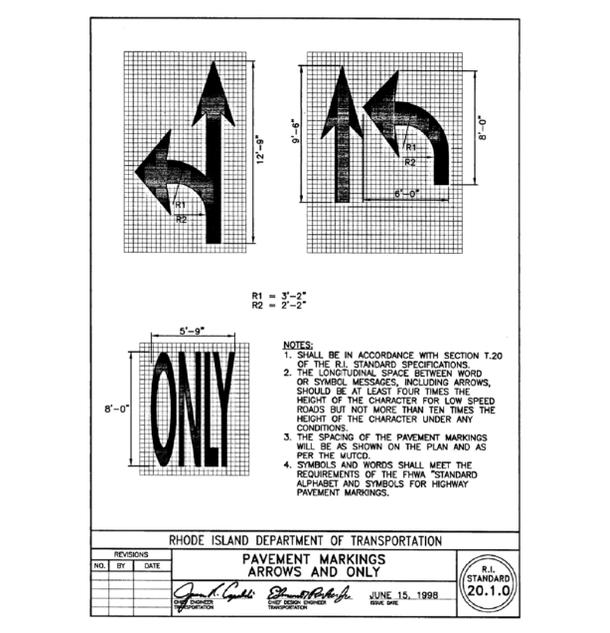
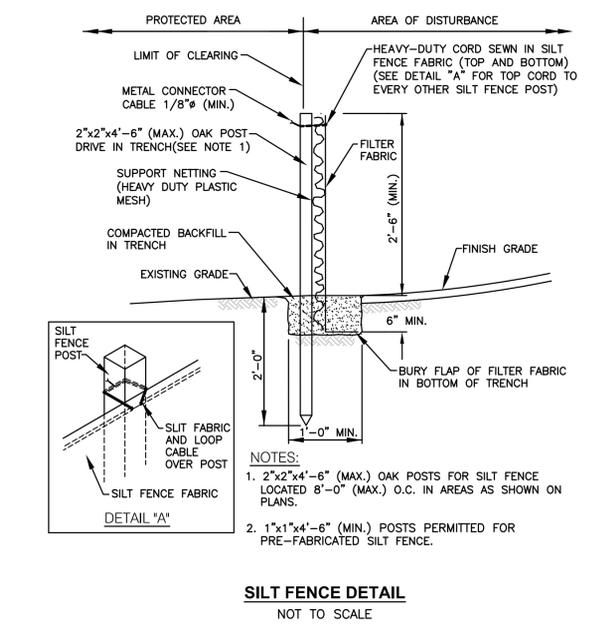
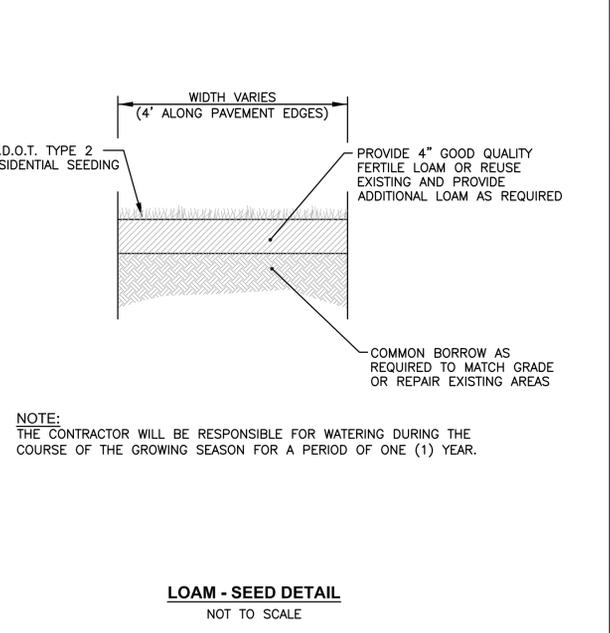
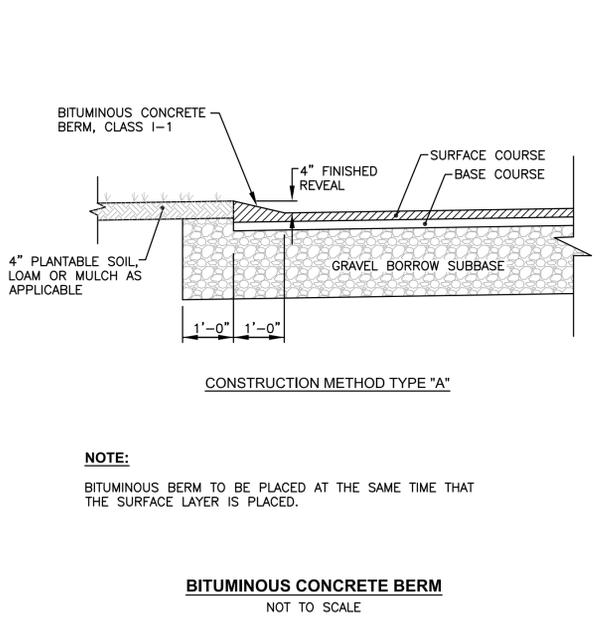
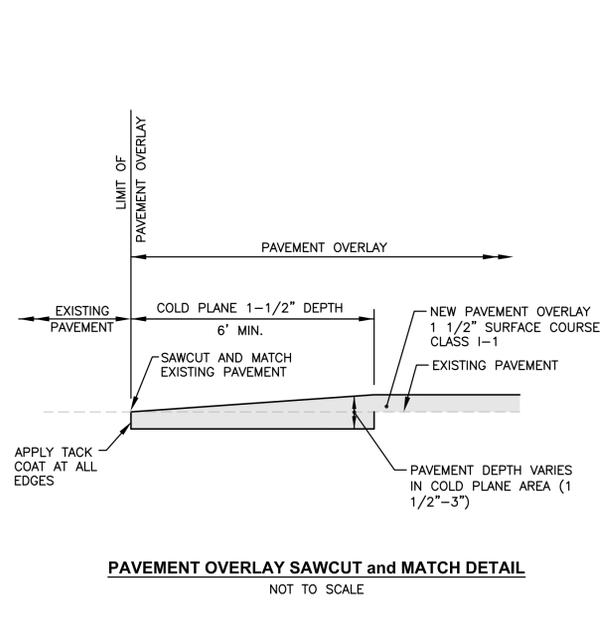
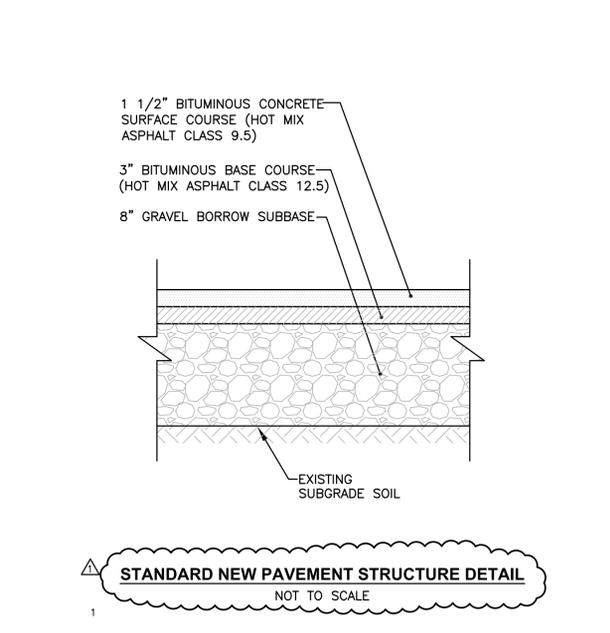
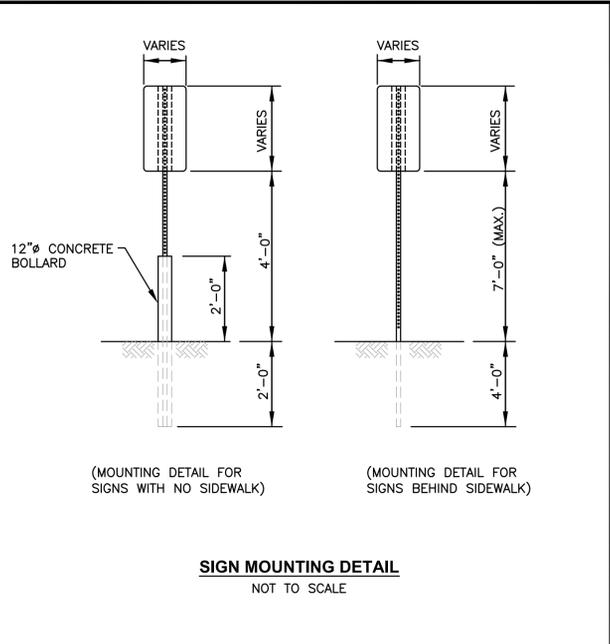
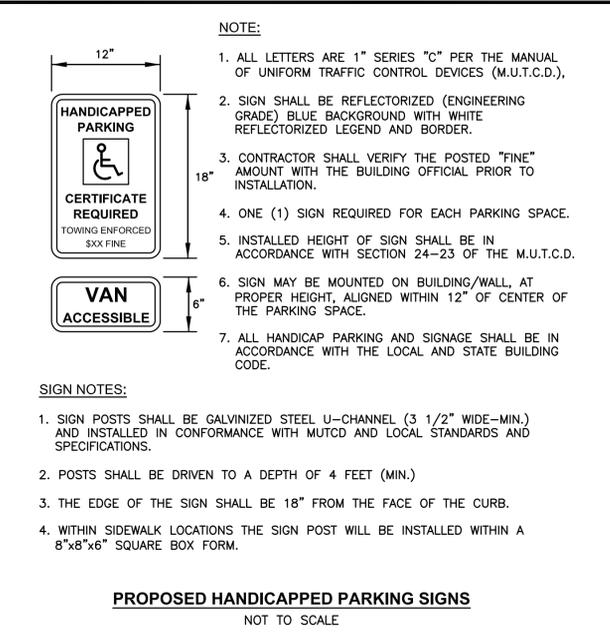
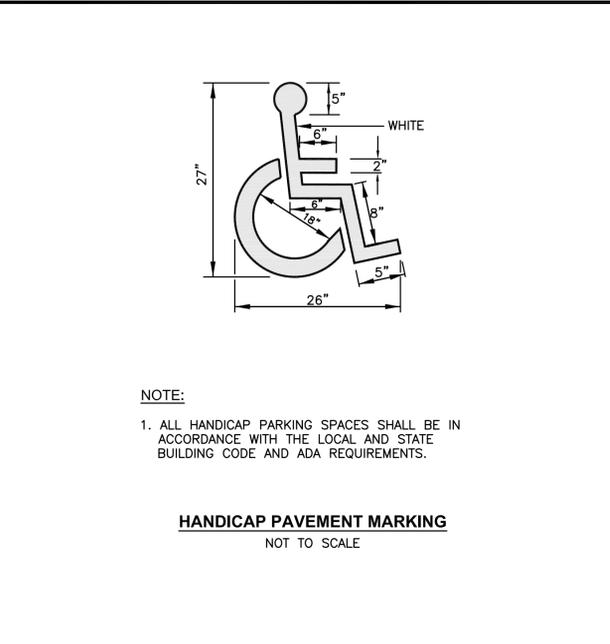
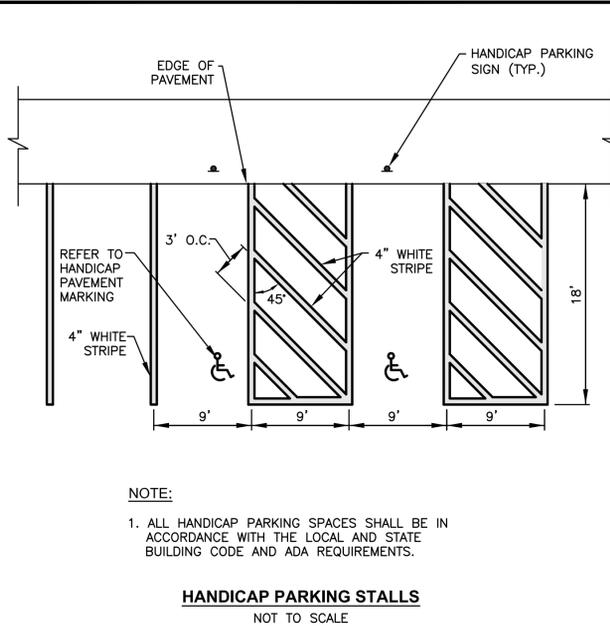
C3

SHEET: 4 OF 5

CONSTRUCTION PLANS



- NOTES**
1. THE SCOPE OF WORK INCLUDES POWERWASHING ALL SIDEWALKS ON THE SITE TO REMOVE ACCUMULATED SEDIMENT STAINS. THE WATER FLOW, VELOCITY AND PRESSURE SHALL BE LIMITED TO AVOID ANY DAMAGE TO THE CONCRETE WALKS. IF THE CONTRACTOR'S POWERWASHING OR ACTIVITIES RESULT IN WALKWAY DAMAGE, THE WALKWAYS SHALL BE REPLACED IN-KIND AT NO ADDITIONAL COST TO THE OWNER.
 2. PAVEMENT INSTALLATION INCLUDES THE REMOVAL AND DISPOSAL OF EXISTING PAVEMENT AND SOILS.
 3. CONTRACTOR MAY SUBMIT GRADATION OF EXISTING GRAVEL BORROW ON SITE FOR REVIEW. UPON APPROVAL FROM THE ENGINEER, THE CONTRACTOR MAY USE EXISTING GRAVEL UNDER NEW PAVEMENT STRUCTURE IF EXISTING GRAVEL GRADATION AND DEPTHS MEET R.I.D.O.T. STANDARD DETAILS AND SPECIFICATIONS FOR GRAVEL BORROW, OR AS APPROVED BY THE OWNER. IF ADDITIONAL GRAVEL BORROW IS REQUIRED, PRICE SHALL INCLUDE EXCAVATION OF UNSUITABLE SOILS, PLACEMENT, FINE GRADING AND COMPACTION AT THE GRAVEL BORROW UNIT BID PRICE.
 4. ALL STRIPING TO HAVE 2 (TWO) APPLICATIONS.



KEY PLAN

PROJECT TITLE:
PROPOSED PARKING IMPROVEMENTS
RHODE ISLAND LOTTERY
1425 PONTIAC AVENUE
CRANSTON, RHODE ISLAND

PREPARED FOR:
RHODE ISLAND DEPARTMENT OF ADMINISTRATION
DIVISION OF CAPITAL PROJECTS and PROPERTY MANAGEMENT
ONE CAPITOL HILL
PROVIDENCE, RI 02908-5859

DRAWING TITLE:
MISCELLANEOUS DETAIL PLAN No. 1

DATE: MAY 2013 SCALE: AS SHOWN

DWG. NAME: 1917-C04-DETAIL1.dwg

REVISIONS

NUMBER	REMARKS	DATE
1	ADDENDUM No. 1	05/17/13

DRAWING NUMBER
C4
SHEET: 5 OF 5
CONSTRUCTION PLANS