

SOLICITATION TITLE: LADD CENTER PHASE II HAZARDOUS MATERIALS MITIGATION, DEMOLITION, AND SITE RESTORATION

SOLICITATION NUMBER: RFQ# 7548500

SOLICITATION SUBMISSION DEADLINE: March 26, 2014 at 11:00 AM

PREBID CONFERENCE

- YES – NONMANDATORY**
 YES – MANDATORY → NO

Location: Department of Administration, One Capitol Hill, Providence 02908
Second Floor Bid Room, Division of Purchases

Date: Tuesday, March 04, 2014

Time: 01:00 PM

QUESTIONS concerning this solicitation must be received by the Division of Purchases (at questions2@purchasing.ri.gov no later than **02:00 PM**, March 6, 2014, Questions should be submitted in a *Microsoft Word attachment*. Please reference the solicitation number #7548500 on all correspondence. Answers to questions received, if any, will be posted on the Rhode Island Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID BOND REQUIRED: YES
 NO

PAYMENT AND PERFORMANCE BOND REQUIRED: YES
 NO

SPECIFICATION AND PLAN FILES: YES: See Electronic Solicitation Bidding Information
 NO

RIVIP REGISTRATION: Bidders must be registered vendors through the online Division of Purchases Rhode Island Vendor Information Program at www.purchasing.ri.gov. To register or update information, click on “Vendor Center,” then “Vendor Information” from the dropdown menu on the left.

BIDDER CERTIFICATION COVER FORM: Bidders must download , complete, and submit a Bidder Certification Cover Form with each bid proposal. (obtainable at www.purchasing.ri.gov),

Buyer Name: George Welly,

Title: Interdepartmental Project Manager

Electronic Solicitation Bidding Information

Downloading and Accessing Electronic Files

Accessing electronic files on the purchasing website will require Adobe viewer. All bids denoted with a “D” in the “Info” column will require WinZip 8.1 software. The WinZip file may contain one or more files. These files may require additional software such as Microsoft Office.

Bids that have a file for download are marked with a “D” in the “Info” field of the bid search results page located on the Purchasing website. The “D” will indicate 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 WinZip file associated with the bid. Opening the WinZip file will offer you the option of saving to your local computer.

Once saved, you can open the WinZip file and view the files. The individual files can be saved to your computer in a location such as “Desktop” or “My Documents”.



STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES

NOTICE TO VENDORS

Public Works Projects

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

Louis Berger Group, Inc

Ladd Center Phase II Hazardous Material
Abatement, Site Clearing, Demolition, Utilities
and Restoration

INVITATION TO BID SOLICITATION NO. 7548500

Date: February 21, 2014

Project: The work in the contract shall include demolition, hazardous material abatement, site clearing, utility work and site restoration at the Joseph P. Ladd Center in Exeter, RI. Structures included for demolition include a small sewerage plant, a power plant, a fire station, a former dormitory, and two hospital buildings. These buildings, along with a former warehouse shall be abated as part of the work. All buildings slated for demolition must be disconnected from existing utilities, including electricity, communications, steam, water and sanitary sewers. All demolition sites will be backfilled with loam and seed.

In addition, the contract includes a utility tunnel along the main access road, to be decommissioned and permanently sealed.

Large areas of the campus are overgrown with untended vegetation. These areas shall be cleared of all brush and vegetative debris, and restored with loam and seed.

For additional information refer to section 01010 in the specs.

Completion Time (or Date): Date of Substantial Completion 9/15/2014
Date of final completion and Certificate of Occupancy 10/15/2014

Owner: The State Of Rhode Island and Providence
Plantations Department of Administration
Division of Capital Projects and Property
Management One Capitol Hill, Providence, RI 02908

Purchaser: The State of Rhode Island Department of
Administration Division of Purchases, 2nd Floor
One Capitol Hill, Providence, RI 02908

Architect: The Louis Berger Group, Inc.
Providence, RI

The Owner is soliciting bids demolition, hazardous material abatement, site clearing, utility work and site restoration at the Joseph P. Ladd Center in Exeter, RI.,in accordance with the plans and specifications dated February, 2014.

Sealed proposals addressed to the Purchaser shall be received on or before the date and time specified .
At that time they will be opened and read aloud in public.



Additional Information

Solicitation Number 7548500

Demolition, hazardous material abatement, site clearing, utility work and site restoration at the Joseph P. Ladd Center in Exeter, RI.

Section 00800, 13.10.1.4. **Disregard, no longer applicable.**



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

DIVISION OF PURCHASES
PUBLIC WORKS BID CLAUSES

Offer to Contract

All bid proposals are subject to and constitute an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation, any addenda, applicable federal and municipal law, and the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.purchasing.ri.gov), all of which are incorporated by this reference into any contract awarded pursuant to this solicitation.

The terms and conditions in these Division of Purchases Public Works Bid Clauses supersede any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation and shall govern this solicitation and the award of any contract pursuant to this solicitation.

Noncompliance

Bidders must comply with all requirements. Any failure to comply may result, at the discretion of the State Purchasing Agent, in the disqualification of the bid proposal.

Failure of the successful bidder to comply with the terms and conditions of the contract awarded pursuant to this solicitation may result in nonpayment, termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy in the sole discretion of the State Purchasing Agent.

Addenda

Bidders are responsible for checking for addenda, all of which become incorporated into this solicitation upon posting on the Division of Purchases website at www.purchasing.ri.gov. No addenda will be posted within the 5-day period preceding the submission date for bid proposals.

Apprenticeship

The successful bidder must employ apprentices on this project (if the value of the project is at least \$1 Million) in accordance with the apprentice to journey person ratio for each trade approved by the State Apprenticeship Council. Specific information is available at www.dlt.ri.gov/apprenticeship.

Award

The State Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid. A binding contract between the State of Rhode Island and the successful bidder will be formed only by the issuance of a Purchase Order by the Division of Purchases.

Bid Proposal Submission

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form) must be submitted in a *separate sealed envelope* with the specific "Bid Number" and the "Submission Date and Time" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered to the Division of Purchases (via mail or messenger service) by the date and time specified for the submission of bid proposals. Bidders should allow at least one hour additional time for parking and clearance through security checkpoints when delivering a bid proposal in person or by messenger. Bids must be addressed to:

Rhode Island Department of Administration
Division of Purchases
One Capitol Hill, Second Floor
Providence, RI 02908

Bid proposals that are not present in the Division of Purchases at the date and time specified for the submission of bid proposals for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

Bid Surety

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the bid proposal.

Contractors Registration

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

Divestiture of Investments in Iran Requirement

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws§ 37-2.5-3.

Equal Opportunity

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the State Equal Opportunity Office.

Foreign Corporations

No foreign corporation may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State. The successful bidder will be required to provide a Good Standing Certificate issued by the Rhode Island Secretary of State within the 10-day period following the tentative letter of award.

Inspection

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project site, including (without limitation) checking and/or verifying measurements, site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal.

Insurance

The successful bidder must submit a certificate of insurance that references the solicitation number and names the State of Rhode Island as "certificate holder" and as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 20 days' advance notice of cancellation will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # 401-574-8387, and provide evidence of the following specific types and amounts of insurance:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
Comprehensive General Liability	
Bodily injury	\$1 Million each occurrence \$1 Million annual aggregate
Property damage	\$500,000 each occurrence \$500,000 annual aggregate
Independent contractors Contractual (including construction "hold harmless" and other types of Contracts or agreements in effect for insured operations) Completed operations Personal injury (with employee exclusion deleted)	
Automobile Liability	
Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including non owned and/or hired vehicles and equipment	
Workers Compensation	
Coverage B	\$100,000

The State Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to required additional or more extensive coverage.

Licenses

The successful bidder and anyone performing any work on the contract awarded pursuant to this solicitation must possess all of the licenses required by any governmental authority to perform such work.

Minority Business Enterprises

Respondents should be aware of all applicable MBE requirements, as set forth in R. I. Gen. Law§ 37-14.1-1, et seq. The State's goal is for a minimum ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or charles.newton@doa.ri.gov. Visit the website <http://www.mbe.ri.gov/>

Occupational Safety

The successful bidder must ensure (if the total project cost is at least \$100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

Payment and Performance Bonds

The successful bidder must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract.

Prebid Conference

Prebid conference attendance is not mandatory. Representatives from the agency and the engineering company will be present to entertain questions from interested parties. All questions will be recorded and answered as an addendum posted to the Purchases website. Not all questions must be answered at the conference, but all will be included in the addendum, **plus any additional questions** received in writing before the questions deadline; see questions instruction on page 1 of this solicitation.

Public Copy

Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. For further information on how to comply with this statutory requirement, see R. I. Gen. Laws§ 37-2-18(b), Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

Reservation of Rights

The Division of Purchases reserves the right to revoke, suspend, or terminate this solicitation at any time in its sole discretion.

Subcontractors

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The Division of Purchases reserves the right to reject any such bid proposal.

Substitutions

Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Division of Purchases. A request for substitution must include the detailed information necessary for a comprehensive evaluation.

Taxes

The State of Rhode Island is exempt from federal excise taxes and state sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

Termination

The Division of Purchases reserves the right to terminate any contract awarded pursuant to this solicitation at any time, for any reason, with or without cause.

Wages

For contracts that total less than \$1 Million

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (for the various trades) on a weekly basis, pay one and one-half times the applicable prevailing wage rates to any worker who works more than 40 hours in any one week or more than 8 hours in any one day, and submit certified weekly payroll forms on a monthly basis to the agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

Wages, continued

For contracts that may total \$1 Million or Greater

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates for the various trades on a weekly basis, pay one and one-half times the applicable prevailing wage rates to any worker who works more than 40 hours in any one week or more than 8 hours in any one day, submit certified weekly payroll forms on a monthly basis to the agency, and maintain (for contracts totaling \$1 Million or more) a certified prevailing wage daily log at the project site. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

Withdrawal

Bid proposals are irrevocable for a period of 60 days following the due date for their submission.

program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C. Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R.I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Printed Name and Title of Authorized Representative

Date

Signature of Authorized Representative



Subcontractor Apprenticeship Certification Form

This form **MUST** be completed and submitted to the General Contractor **BEFORE** any work commences on the project. This form is available on the Department of Labor and Training's website at www.dlt.ri.gov, Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: — _____

Bid/RFP Title

RIVIP Vendor ID#:

Vendor Name:

Address:

Telephone:

Fax:

E-Mail:

Contact Person and Title:

(Company Name & Address) (hereafter "subcontractor") hereby certifies that it meets the apprenticeship requirements of RI General Laws §37-13-3.1 because subcontractor meets one of the following qualifications (check):

- A. Subcontractor sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);

- B. Subcontractor sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship program Approval);

- C. _____Subcontractor has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. _____Subcontractor has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/ occupation, who will obtain "on the job h-aining" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. _____Subcontractor will not perform work on the awarded contract except through subcontractors (non performance);
- F. _____Subcontractor has received approval from the Rhode Island Department of Labor and Training that it satisfies the subcontractor requirements of R. I.Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

_____(Company Name & Address) (hereafter "Subcontractor") hereby certifies that its subcontractor(s) meet the apprenticeship requirements of R.I. Gen. Laws 37-13-3.1.

Printed Name and Title of Authorized Representative

Date

Signature of Authorized Representative



RI Department of Labor and Training
Workforce Regulation and Safety Division
Professional Regulation-Prevailing Wage

**General Contractor
Apprenticeship
Re-certification and
Certification Form**

This form **MUST** be completed and submitted at the time the contract is awarded and is available on the Department of Labor and Training's website at www.dlt.ri.gov, Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: _____

Bid/RFP Title: _____

RIVIP Vendor ID#: _____

Vendor Name: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Contact Person and Title: _____

_____(Company Name & Address) (hereafter "General Contractor") hereby re-certifies that it meets the apprenticeship requirements of R. I. Gen. Laws § 37-13-3.I because General Contractor meets one of the following qualifications (check):

- A. General Contractor sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);

- B. _____ General Contractor sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C. ____ General Contractor has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. ____ General Contractor has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. _ General Contractor will not perform work on the awarded contract except through subcontractors (non performance);
- F. _ General Contractor has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of RIGL §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

_____(Company Name & Address) (hereafter "General Contractor") hereby certifies that its subcontractor(s) meet the apprenticeship requirements under R. I. Gen. Laws §37-13-3.1.

Printed Name and Title of Authorized Representative

Date

Signature of Authorized Representative



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS

(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL §37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920

Telephone: (401) 462-8000
TTY: Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journey person ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and



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Lincoln D. Chafee
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Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: _____

Title: _____

Subscribed and sworn before me this ____ day of ____, 20__ .

Notary Public
My commission expires: _____



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920

Telephone: (401) 462-8000

APPENDIX A

TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors

SECTION
37-13-5

§37-13-5 Payment for trucking or materials furnished -Withholding of sums due. -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-7

§37-13-7 Specification in contract of amount and frequency of payment of wages.

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

(1) The basic hourly rate of pay; and

(2) The amount of:

(b) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(A) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.



State of Rhode
Island Division of
Purchases

Public Works
Bid Preparation Checklist

Date: 2/24/2014

Bid#: 7548500

Title: LADD CENTER PHASE II HAZARDOUS MATERIALS MITIGATION, DEMOLITION AND SITE RESTORATION

This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of the Instruction to Bidders in the Project Manual nor a comprehensive list of all bid requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.

Bid Proposal Package:

IxI RIVIP Bidder Certification Cover Form (completed and signed)

IxI **Bid Form, attached below as Exhibit A:**

- All applicable blank spaces on the Bid Form have been completed, pages 00300-01 through 00300-10 inclusive
- All Addenda have been acknowledged
- Bid amount printed legibly in ink in both words and figures that match when applicable
- Erasures or corrections have been initialed by person signing the bid proposal
- Bid Form is signed in ink

IxI Bid Surety

- Bid bond or certified check (for DOT projects, bid bond only)
- Bid surety is five percent of the bid total (or such other specified amount)
- Bid Bond is signed by the bidder and surety
- Power of Attorney is attached to the Bid Bond showing the name of person who signed the surety bond

IxI Public Copy of bid proposal in pdf format on a read-only CD-R media disk (R.I. Gen. Laws§ 37-2-18 (b))

IxI General Contractor Apprenticeship Certification Form "2013-14" (for projects greater than \$1,000,000) (R.I. Gen. Laws§ 37-13-3.1). *Note: General Contractor Apprenticeship Re-Certification and Certification "2013-15" and Subcontractor Apprenticeship Certification Form "2013-16" are not required at time of bid.*

Ixl Applicable professional licenses (as specified in the bid)

Ixl Rhode Island Contractor Registration Board No.

Ixl All bid proposal documents in a sealed envelope with the specific bid #, bid title, and the opening date and time (as provided in the bid) marked in the upper left hand corner of the envelope.

Ixl Each bid proposal submitted in a separate sealed envelope.

Ixl Completed Form W-9

I I Other —

Bid Delivery:

Bid proposals misdirected to other State locations or otherwise not in the State of Rhode Island, Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855 at the time of opening (as reflected on the time clock in the Division of Purchases) for whatever reason will be deemed to be late and will not be considered. Postmarks will not be considered proof of timely submission.

Buyer Name: George Welly

Contact Information: George Welly, Department of Administration Division of Purchasing One Capitol Hill Providence, RI. 02908 Phone - 401-574-8156 email george.welly@purchasing.ri.gov

**State of Rhode Island
PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION**

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

--	--	--

Employer ID No. (EIN)

--	--

NAME _____

ADDRESS _____

(REMITTANCE ADDRESS, IF DIFFERENT) _____

CITY, STATE AND ZIP CODE _____

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), **and**
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE _____ TITLE _____ DATE _____ TEL NO. _____

BUSINESS DESIGNATION:

- Please Check One: Individual Medical Services Corporation Government/Nonprofit Corporation
 Partnership Corporation Trust/Estate Legal Services Corporation

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF -- Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908

Exhibit A
SECTION 00300

BID FORM

Date:

RFP #7548500

To:

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

Project:

Ladd Center Phase II
Hazardous Materials Mitigation, Demolition, and Site Restoration of the Sewage Treatment Plant, Fire Station and Power Plant Building, Fogarty Building, Rehabilitation Building, and Newport House.
Joseph P. Ladd Center, Exeter, RI

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)

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 herein includes all work delineated in the Project Manual and Drawings prepared by The Louis Berger Group, Inc and appended to the solicitation #7548500. 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 addenda 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:

\$,				,			.		
----	--	--	---	--	--	--	---	--	--	---	--	--

Numeric

Written

00300-1

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 Hazardous Materials - \$100,000.
(This allowance shall not include the abatement, removal, and/or disposal of the identified PCB bulk product waste materials specifically identified on the Contract Drawings and Appendix A of the Contract Specifications)

- 2.2 Underground Utilities - \$100,000.
(This allowance shall not include the abatement, removal, and/or disposal of the utilities specifically identified on the Contract Drawings and Appendix A of the Contract Specifications)

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.

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 of 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.

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.

DESCRIPTION OF SERVICES	CONTRACTOR'S UNIT COST
1. Provide Local Police Details that the Owner may direct outside of the Contractor's Responsibility to Provide Police Details for the Protection of the Public.	
Daily Rate (Eight Hours)	\$, .
One Half Day Rate (Four Hours)	\$, .
2. Provide State Police Details that the Owner may direct outside of the Contractor's Responsibility to Provide Police Details for the Protection of the Public.	
Daily Rate (Eight Hours)	\$, .
One Half Day Rate (Four Hours)	\$, .
3. Thirty (30) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.	\$, .
4. Forty (40) Yard Roll Off Dumpster for use by the Owner's Own Workforce or Owner's Subcontractors. This includes	\$, .

Drop off, and pick up of units as well as tipping fees for allowable load.										
5. Cost Per man Hour for a Laborer dedicated to assist in housekeeping operations that may be required to maintain site and building cleanliness for work performed by the Owners Work Force and/or Owner's Subcontractors. This item does not mean the Owner has to utilize a laborer from the Contractors workforce.	\$,					.		
6. Cost to continue to provide and maintain temporary fencing beyond the initial contract period as defined in the specifications per one thousand lineal feet (1,000 lf) including cost of reconfiguration and one double gate vehicle gate (sixteen feet wide) per this unit.										
Per Week	\$,					.		
Per Month	\$,					.		

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

DEMOLITION and HAZARDOUS MATERIALS UNIT COSTS

The Contractor, Demolition Contractor and Hazardous Materials Contractors shall note that the presence of a requested Unit Costs (below) does not imply that the Project Scope of Work does not include the following cost as part of 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. Additionally where allowances are established for work that may be encountered, or otherwise is clearly not part of the Base Bid, the following rates shall apply for those changes.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

DESCRIPTION OF SERVICES	CONTRACTOR'S UNIT COST
7. Provide TCLPS in full compliance with all regulatory requires utilizing the Owner's Lab as may be requested by the Owner in addition to those required in the base bid.	
Twenty Four hour Turnaround	\$, .
Forty Eight hour Turnaround	\$, .

8. Expeditious Removal and Disposal of Underground Tanks including all appurtenant work such as disconnect from piping, pump out tank, purging, excavation, backfill, compaction, rigging, transportation, disposal, working with regulatory authorities and design team and etc. as required to remove the structure from the work site.	
Underground Tank less than 1000 Gallons Per Each	\$, .
Underground Tank 1001 to 5000 Gallons Per Each	\$, .
Underground Tank 5001 to 10000 Gallons Per Each	\$, .
Underground Tank 10,001 and greater Gallons Per Each	\$, .
9. All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous.	
Per Gallon, Total 1 to 10 Gallons	\$, .
Per Gallon, Total 10 to 50 Gallons	\$, .
Per Gallon, Total 50 Gallons and greater	\$, .
10. All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. Unit cost per cubic yard, one to ten cubic yards.	
Per Cubic Yard, Total 1 to 10 Cubic Yards	\$, .
Per Cubic Yard, Total 10 Cubic Yards and greater	\$, .
11. All services required to remove, and legally dispose of electrical transformers with suspect hazardous materials (unit cost per each)	
Per Each	\$, .
12. All services required to remove and legally dispose asbestos pipe insulation (less than or equal to 6 inch pipe diameter)	
Per Linear Foot	\$, .
13. All services required to remove and legally dispose asbestos pipe insulation (greater than 6 inch pipe diameter)	

6. 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 October 15, 2014 while working within the Key Dates and Milestone periods delineated below.

Start of Construction March 1, 2014

Date of Substantial Completion..... September 15,2014

(Substantial Completion represents the date that the contractor commences Punch List completion, Systems Shake Out, Connections of Owner Provided Equipment and Systems as they are installed and the Owner commences Owner Mobilization and Fit Out.)

Date of Final Completion and Certificate of OccupancyOctober 15, 2014

(Full and Beneficial Use Date with Certificate of Occupancies which allow for Public Access)

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

7. DRAWING AND CONTRACT EXHIBITS

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

8. LIQUIDATED DAMAGES

The Bidder (Contractor) acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the building(s) as defined in the master schedule and Section entitled "Contract Time" in this Bid Form. It is the Owner's intent to occupy the building(s) as delineated in the project schedule and achieve final completion including the installation of all systems, furniture, equipment, testing of systems, and to provide training on all building systems while the Contractor finalizes their obligation.

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 mobilize, setup, install and test systems such as but not limited to furniture, equipment, communications, computer networks and other systems as required to operate a public safety complex, 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 store systems, furniture and equipment 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 and the Owner Acknowledges that it will not impose costs for rental of temporary facilities to conduct Fire Academy business, additional transportation costs associated with staff and premiums associated with staff not associated with setting up the building(s).

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.”

Liquidated damages shall be assessed at a rate of \$1,000.00 per day. The maximum liquidated damages payable shall be \$75,000.00.

9. 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 BID FORM

00300-10