

# Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

CREATION DATE : 23-SEP-14  
BID NUMBER: 7549022  
TITLE: ANTI-GRAFFITI COATING & GRAFFITI  
ABATEMENT-PAWTUCKET (2014-CE-077)  
  
BLANKET START : 01-OCT-14  
BLANKET END : 15-DEC-14  
BID CLOSING DATE AND TIME:08-OCT-2014 01:00:00

BUYER: Hill, Lisa  
PHONE #: 401-574-8118

B  
I  
L  
L  
L  
S  
M  
I  
T  
H  
O  
DOT ACCOUNTS PAYABLE  
TWO CAPITOL HILL, RM 230  
SMITH ST  
PROVIDENCE, RI 02903  
US

S  
H  
I  
P  
T  
O  
DOT CONTRACT ADMINISTRATION  
TWO CAPITOL HILL, RM 112  
SMITH ST  
PROVIDENCE, RI 02903  
US

Requisition Number: 1387651

Line	Description	Quantity	Unit	Unit Price	Total
1	DOT; 10/1/14-12/15/14; BID A TOTAL PRICE INCLUDING ALL MATERIALS, LABOR, EQUIP., TRAFFIC CONTROLS & INCIDENTALS TO COMPLETE THE ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT ACCORDING TO BID PLANS & SPECS. ADVERTISE DATE- 9/24/14 PRE-BID-09/29/14 BID DUE DATE- 10/8/14@1PM BID OPENING DATE- 10/8/14@1PM DOT CONTACT- EVERETT SAMMARTINO 222-2495 X4427	1.00	Each		

Delivery: \_\_\_\_\_

Terms of Payment: \_\_\_\_\_

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

**Contract Terms and Conditions**

**Table of Contents**

Terms and Conditions.....VI  
    BID STANDARD TERMS AND CONDITIONS .....VI  
        TERMS AND CONDITIONS FOR THIS BID .....VI  
        SURETY REQUIREMENTS .....VI  
        WAGE REQUIREMENTS .....VI  
        INSURANCE REQUIREMENTS .....VI  
        RIVIP INFO - BID SUBMISSION REQUIREMENTS .....VII

**Terms and Conditions**

**BID STANDARD TERMS AND CONDITIONS**

**TERMS AND CONDITIONS FOR THIS BID**

**SURETY REQUIREMENTS**

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 REQUIREMENTS**

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 RI DIVISION OF PURCHASES HOME PAGE BY INTERNET at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). SELECT "BIDDING INFORMATION", THEN "GENERAL INFORMATION", AND THEN SELECT "PREVAILING WAGE TABLES". 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.

**INSURANCE REQUIREMENTS**

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.

**RIVIP INFO - BID SUBMISSION REQUIREMENTS**

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.

MAILING ADDRESS FOR BID PROPOSALS ISSUED BY THE STATE OF RHODE ISLAND,  
DIVISION OF PURCHASES

All Bid Proposals must be submitted by mail or hand delivered to:

- State of Rhode Island
- Department of Administration
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

**DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

No vendor 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 vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.



State of Rhode Island  
Division of Purchases

Public Works  
Bid Preparation Checklist

**Date:** 9/24/2014

**Bid#:** 7549022

**Title:** ANTI-GRAFFITI COATING & GRAFFITI ABATEMENT –PAWTUCKET /2014-CE-077 (DOT)

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 nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.

**Bid Proposal Package:**

- RIVIP Bidder Certification Cover Form (completed) signed in ink
- Bid Form
  - All applicable blank spaces on the Bid Form have been completed
  - All Addenda have been acknowledged
  - Bid price printed legibly in ink (in both words and figures that match where specified)
  - Erasures or corrections have been initialed by person signing the Bid Form
  - Bid Form is signed in ink
- 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
- Public Copy of bid proposal in pdf format on a read-only CD-R media disk
- General Contractor Apprenticeship Certification Form "2013-14" (for projects \$1,000,000 and greater) required at time of bid proposal submission

*Note: General Contractor Apprenticeship Re-Certification and Certification Form "2013-16" and Subcontractor Apprenticeship Certification Form "2013-15" are not required at time of bid proposal submission deadline.*

- Applicable professional licenses (as specified in the Solicitation)
- Rhode Island Contractor Registration Board No.
- All bid proposal documents in a sealed envelope with the specific Solicitation #, Solicitation title, and the bid proposal submission deadline marked in the upper left hand corner of the envelope
- Each bid proposal submitted in a separate sealed envelope
- Completed Form W-9
- Other \_\_\_\_\_

**Buyer Name:** Lisa Hill

**Contact Information:** 401-574-8118 or [lisa.hill@purchasing.ri.gov](mailto:lisa.hill@purchasing.ri.gov)



State of Rhode Island Department of Administration  
Division of Purchases

REVISED  
November 20, 2013

**NOTICE TO VENDORS**

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.**

The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disc. The disc must include *all of the documents* submitted in response to the solicitation concatenated or merged into one file. The file must be named in the following manner:

BidNumber\_DateofBid\_VendorName\_VendorID.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of bid must appear as mm-dd-yyyy. The vendor name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

*Example:* 7543210\_11-08-2013\_OceanStateCompanyInc\_9867.pdf

The public copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information (all available from the Bidder Certification Cover Form): (1) title of solicitation; (2) name of bidder and RIVIP vendor ID number; (3) bid number; and (4) date of bid.

The public copy may redact any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.*

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 accessible at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY: Via RI Relay 711

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](http://www.dlt.ri.gov/pw/Posters.htm) .poster/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](http://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

*An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

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](http://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

*An Equal Opportunity Employer/Program. / Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via Rf Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

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

Lincoln D. Chafee  
Governor

Charles J. Fogarty  
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](http://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: \_\_\_\_\_

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.  
TTY via RI Relay 711*



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue

Cranston, RI 02920-4407

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.

(b) 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:

(A) 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

(B) 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).

(d) 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 AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

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

**DIVISION OF PURCHASES  
INSTRUCTIONS TO BIDDERS  
PUBLIC WORKS SERVICES (PWS)**

**Compliance with Instructions to Bidders**

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

**Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

**Offer to Contract**

Bid proposals constitute an offer to contract with the State of Rhode Island through the Department of Administration Division of Purchases on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

## **Addenda**

Responses to questions from bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be posted as addenda on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov), and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

## **Inspection**

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project location, including checking and/or verifying site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered.

## **Prebid Conference**

At the discretion of the State Purchasing Agent, a prebid conference - mandatory or nonmandatory - may be held. Bidders must attend a mandatory prebid conference and are encouraged to attend a nonmandatory prebid conference. The bidder's representative must register with the Division of Purchases at a mandatory prebid conference and identify the bidder he or she represents.

## **Costs**

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation.

## **Preparation of Bid Proposal**

Bid proposals must be made on the Request for Quote included in the solicitation. The bidder must complete the Unit Price and Total columns for each item listed and include specifications (including specifications where the solicitation requires a particular brand) in a legible manner, printed electronically, typed, or handwritten in ink. Items in catalogs must be clearly marked and pages tabbed. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

This solicitation contains a Bid Preparation Checklist to assist the bidder in preparing a bid proposal for submission.

## **Submission of Bid Proposal**

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form, signed Request for Quote, Bid Surety, IRS Form W-9, and public copy CD-R media disk) must be submitted in a *separate sealed envelope* with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Submission Deadline" marked in the upper left-hand corner of the envelope.

*The bid proposal must be delivered to the Division of Purchases (via mail, messenger service, or personal delivery by the bidder) by the date and time specified for the bid proposal submission deadline.* Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration  
Division of Purchases  
One Capitol Hill, Second Floor  
Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline 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.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

## **Charges**

Bid proposals shall include only materials, parts, and labor in the Unit Price and Total. Travel, mileage, or other miscellaneous charges shall not be included in the Unit Price or Total.

## **Bidder Certification Cover Form**

The bidder must download, complete, sign, and submit the Bidder Certification Cover Form for this solicitation as the first document with each bid proposal. The Bidder Certification Cover Form is downloadable with the solicitation from the Division of Purchases website by logging in as a RIVIP vendor and clicking on the applicable "Bid Number."

## **Public Copy**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a **read-only** CD-R media disk. The disk must include **all of the documents** submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder and RIVIP vendor ID number; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

SolicitationNumber\_Bid Proposal Submission Deadline\_BidderName\_VendorID.pdf

The bid proposal submission deadline must appear as mm-dd-yyyy. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

**Example:** 7543210\_11-08-2013\_OceanStateCompanyInc\_9867.pdf

The public copy of each bid proposal will be posted on the Division of Purchases website. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act.

*For Rhode Island Department of Transportation highway and bridge projects, in addition to the Quest Lite compatible electronic copy and one hard copy, the bidder must also include a duplicate original of the Quest Lite compatible electronic copy on a **read-only** CD-R media disk as the "public copy."*

## **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.

### **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 successful bidder must establish to the satisfaction of the State Purchasing Agent the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

### **Taxes**

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

### **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. (*Bidders for Rhode Island Department of Transportation highway and bridge projects must furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island. Certified checks are not permitted for these projects.*) An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61<sup>st</sup> day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

### **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.

### **Domestic Steel**

Any steel products required by the plans and specifications in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

### **Withdrawal**

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

### **Reservation of Rights**

The Division of Purchases reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

### **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 proposal. The State Purchasing Agent may determine, in his or her sole discretion, the low bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Request for Quote. The successful bidder will receive a tentative letter of award from the Division of Purchases with instructions for the bidder to submit further documentation. A binding contract, to the extent of available funds, between the State of Rhode Island and the successful bidder will be formed by the issuance, *and only by the issuance*, of a Purchase Order from the Division of Purchases. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency. The issuance of the Purchase Order and the continuation of any contract awarded pursuant to this solicitation is contingent upon the availability of funds.

### **Prevailing Wages**

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the user agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov), must be posted at the project site.

### **Occupational Safety**

The successful bidder must ensure (if the total contract price 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.

### **Hazardous Substances**

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Purchase Order from the Division of Purchases prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

### **Substitutions**

Any proposal in response to a request for substitutions in the solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data. 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. All substitution approvals will be posted, as addenda to the solicitation on the Division of Purchases website.

### **Licenses**

The successful bidder and anyone performing any services on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

**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 (referencing the solicitation number) 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:

<b><u>Type of Insurance</u></b>	<b><u>Amount of Coverage</u></b>
<b>Comprehensive General Liability</b>	
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)	
<b>Automobile Liability</b>	
Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including nonowned and/or hired vehicles and equipment	
<b>Workers Compensation</b>	
Coverage B	\$100,000
Environmental Impairment (“pollution control”)	\$1 Million or 5% of contract amount, whichever is greater

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

### **Minority Business Enterprises**

The Division of Purchases reserves the right to give additional consideration to bid proposals submitted by minority/women business enterprises certified by the Division of Purchases, Minority Business Office ("MBEs") provided that any such bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the Division of Purchases, to be within a competitive range.

Any bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the 21-day period following the tentative letter of award, identifying all MBEs, and must also demonstrate its good faith best efforts to meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at [www.mbe.ri.gov](http://www.mbe.ri.gov) or (401) 574-8670.

### **Equal Opportunity**

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration State Equal Opportunity Office) within the 21-day period following the tentative letter of award. Information about this requirement is available at [www.diversity.ri.gov/eeo/eoopagehome.htm](http://www.diversity.ri.gov/eeo/eoopagehome.htm) or (401) 222-3090.

### **Drug-Free Workplace**

The successful bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the 21-day period following the tentative letter of award.

### **Sprinkler Impairment**

The successful bidder must comply with the requirements of the State of Rhode Island's insurance carrier for sprinkler impairment and hot work, accessible at the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

### **Foreign Corporations**

No foreign corporation or limited liability company 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, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a Good Standing Certificate, and if a limited partnership, will be required to provide a Letter of Legal Existence, issued by the Rhode Island Secretary of State within the 21-day period following the tentative letter of award.

### **Campaign Finance**

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at [www.elections.ri.gov](http://www.elections.ri.gov) or Board of Elections, Campaign Finance, (401) 222-2056.

### **Binding Contract**

A binding contract between the State of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the Division of Purchases, *and only by the issuance of a Purchase Order, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Bid Preparation Checklist, the Request for Quote, the Bidder Certification Cover Form, the Agreement (if applicable to this solicitation), and also the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency.

### **Compliance with Terms of Contract**

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

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF TRANSPORTATION

**ANTI-GRAFFITI COATINGS &  
GRAFFITI ABATEMENT**

**I-95 NORTH  
AT EXCHANGE STREET BRIDGE & COTTAGE STREET  
(NORTHEAST FACE RETAINING WALL)**

**I-95 NORTH & SOUTH  
AT SLATER STREET OVERPASS  
(EAST & WEST FACE ABUTMENTS NORTH & SOUTH LANES)**

PAWTUCKET,  
RHODE ISLAND

**CONTRACT SPECIFIC DOCUMENTS**

SEPTEMBER 2014

# **ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT**

September 2014

## **Scope of Work**

The Rhode Island Department of Transportation currently owns and operates highways throughout the State of Rhode Island which have been negatively impacted by graffiti. In order to remediate this public nuisance the Department coordinated with the Governor's Office to prepare a systematic method to reduce, remove and abate graffiti along State highways.

The State of Rhode Island seeks Bids for a qualified outdoor Muralist to provide professional artistic services in the painting of a mural to be placed on:

- Interstate 95 North, at Exchange Street Bridge and Cottage Street, northeast face retaining wall, Pawtucket, Rhode Island.
- Interstate 95 North and South, at Slater Street Overpass, east and west face abutments north and south lanes.

The Governor's Committee On Mural Art For Route 95 selected the design for the murals. The Department is seeking the services of a Muralist to transfer the mural design at the above locations. Each bid submitted shall provide the following information:

## **Project Approach and Work Description Including**

- Qualifications packet: resume, descriptions of relevant past work, six (6) images of past work on disk and sized to 8 by 10 inches at 300dpi, applicable press and other relevant support materials.
- The product information for the proposed paint.
- Employees of the Muralist whether volunteer or employed. (Please Note that Prevailing Wages apply to applicable employee classifications.)
- Tools and materials needed (scaffolding, electricity, electric lifts, etc.)
- Access needed (times of day, number of days)
- Assistance for ADA Compliance or accommodations of worker(s) if required.

**Interested vendors can pick up a JPEG image of the mural on a CD at the RIDOT Contracts & Specifications Office, 2 Capitol Hill Room 112 – Providence, Rhode Island 02903.**

## **Setup of Visible Barrier**

- Prior to the start of work, the Muralist shall submit a plan for a covering that will prevent motorists from seeing the work in progress. The intent is to prevent distractions to the motorist and to maximize the impact of the mural when it is unveiled.

# **ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT**

September 2014

## **Surface Preparation Work Required**

- The Muralist shall submit a plan with specific details on masonry primer or other surface preparation; the filling of cracks, voids, and holes in the concrete retaining wall; and removal of existing paint as needed. The Muralist shall consider effects on the schedule for time required for curing of any patching material prior to the application. The Muralist may not alter any expansion joints, nor use any method of abrasive blasting to prepare the surface other than soda-blasting or dry ice-blasting. Power washing with pressurized water may be allowed at pressures not to exceed 2500 psi and provided that protective sheeting is installed prior in order to protect any passing motor vehicles and their occupant(s). The visible barrier defined above will be considered sufficient, if it provides the required protection.
- The Muralist shall not use any solvents as part of their surface preparation with regards to paint removal.

## **Types of Materials to Be Used**

- It is anticipated that the successful Muralist will propose a specific product; however the Department will only accept proposals which use acrylic-based paints for the top coat. Under NO CIRCUMSTANCES will neon, fluorescent or reflective-type colors/materials be permitted.
- Paint System: The Muralist shall select a coating system designed to be applied to concrete surfaces. The systems allowed will be an acrylic type. The Muralist shall submit full documentation on the system proposed for review and approval. The Muralist shall seek guidance from the coating system manufacturer on how best to apply the material. The Muralist shall also make arrangements to have a manufacturer's representative available on site to evaluate the condition of the wall and review the painting operation, if needed.

## **Protection of Adjacent Property**

- The Muralist shall take appropriate steps to insure that the materials used do not discolor or otherwise damage areas not to be painted. This will include masking adjacent areas and providing barriers to protect against over-spray and spillage.
- The Muralist shall follow all appropriate safety procedures to protect workers, pedestrians and motorists. The coatings shall be applied in a professional manner to provide a full scale representation of the approved architectural drawing. The coatings shall be applied in accordance with the manufacturer's guidelines.

## **Completion Treatment**

- The Muralist shall address in the proposal how they will protect the mural – what treatment or sealant they will use to provide a tough, durable protective surface preventing damage from future graffiti, premature wear paint finishes and increased resistance to moisture and pollutants. The treatment/sealant shall be non-sacrificial. The Muralist shall consult the acrylic paint manufacturer for treatments/sealants that are compatible with their product. The Muralist shall outline the steps to be taken, or treatment techniques to be provided to extend the useful life of the mural to protect it from fading, graffiti, bleeding, chipping, etc. Completion costs must be included in the proposal estimate.

# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

September 2014

## Design Modifications

- The Muralist shall coordinate with the original artist to discuss placement of the mural on the wall, specific shading and perspective techniques, or any other enhancements to the design and to accommodate any stylistic features. If any modifications in scope, design or materials of the Work are to be made to the approved art design, a full-color rendering on canvas or other suitable material, no smaller than 24" in width and a written request must be made available to the designer and the Selection Committee within one week of the Notice to Proceed.

## Timeline for Completion

- The Muralist shall provide an anticipated schedule for project start and finish.
- The Contract Completion Date shall be no later than five (5) weeks from the date of the award.

## Installation Need/Equipment and Site Access

- The Muralist shall submit its requirements for any rental equipment costs including tarps, ladders, scaffolding, manlifts, etc. required for the successful completion of this project and include these costs as part of their bid.
- The Department shall prepare a Traffic Management Plan (TMP) stamped by a Professional Engineer, licensed in the State of Rhode Island, for the project. The TMP shall be in conformance with the latest edition of the *Manual on Uniformed Traffic Control Devices (MUTCD)*. The plan must be approved by the Engineer prior to the start of any traffic control operations. The Muralist shall be responsible for implementing the TMP and maintaining all operations within the safe zone provided by the traffic control, so as not to put personnel at risk or interfere with vehicular traffic. This includes accessing the work areas by project personnel and movement of equipment and materials. No deviations will be allowed unless approved in writing by the Engineer prior to any changes in the procedures.

## General Conditions

1. The Muralist shall be responsible for submitting as part of their proposal a means and methods report which documents their approach for meeting the contract terms. This report shall include the names and descriptions for all products to be utilized throughout the duration of this contract. Upon submission of bids, the Department will evaluate and perform a thorough review to ensure that all products are environmentally safe, allow for the proper expansion and contraction of the retaining walls and meet the effective needs of this project. If upon review any of the products are deemed inappropriate, the selected Muralist will be responsible for using an acceptable alternative.
2. The Muralist shall be responsible for submitting a lump sum bid, inclusive of all personnel, equipment, materials, traffic control devices and any incidentals.

# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

September 2014

The above work will be further discussed and reviewed during a Pre-Bid Conference to be held at the Rhode Island Department of Transportation's Traffic Management Center Conference Room, 2 Capitol Hill, Providence, RI. The Pre-Bid Meeting will be held Monday September 29, 2014 at 9:00 AM, for more information please contact Mr. Everett Sammartino at (401) 222-3260 Ext 4427.

## **Maintenance and Service Warranty**

The Muralist shall provide an express warranty for the mural and painting system failures that are the result of improper application of the paint system, for a period of one (1) year from the date of acceptance of the mural by the Department.

The Muralist shall also be responsible for maintaining the integrity of the art work for a period of one (1) year from the date of acceptance of the mural by the Department for minor repairs and touch-ups as needed.

Advance notification and approval by the Department is needed prior to any work. The Department will coordinate with the Muralist for access to the site.

## **Completion Date**

All work shall be completed by the Muralist no later than five (5) weeks from the date of award.

## **Utility Notification and Coordination**

The Muralist is required to call Dig Safe (1-888-344-7233) a minimum of seventy-two (72) hours to coordinate with them and any affected utility before any digging begins.

## **2014 Holiday Work Schedule**

The Muralist shall adhere to the following restrictions regarding day and night work during holiday periods:

No work on the following holidays or the day preceding:

- Memorial Day            Monday, May 26
- Independence Day      Friday, July 4
- Victory Day              Monday, August 11
- Labor Day                Monday, September 1
- Columbus Day          Monday, October 13
- Election Day             Tuesday, November 4
- Veterans' Day            Tuesday, November 11
- Thanksgiving Day      Thursday, November 27
- Christmas Day          Thursday, December 25

# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

September 2014

## **Maintenance Access to Site**

The Muralist shall at their expense keep the work area free from debris and open to vehicular traffic at all times unless otherwise authorized by the Engineer in writing at least two (2) working days prior to the specific operation requiring such traffic restrictions. The Muralist shall conduct their work in such a manner as to not interfere with the RIDOT operations at the site or vehicular traffic.

## **Storage of Construction Materials and/or Equipment**

The Muralist shall be solely responsible for securely storing all materials/equipment and shall hold the State of Rhode Island harmless for any loss and/or damages incurred. No Muralist materials and/or equipment shall be stored within the State Right-of-Way throughout the duration of this contract without prior approval by the Engineer in writing.

## **Inclement Weather Work Stoppage**

In the case of inclement weather, work may be stopped by the Engineer, for a period of time, to allow full and unobstructed access to the entire facility site.

## **Proposal Questions**

There will be NO point of contact at RIDOT who will directly answer questions either in person, through e-mail, or by telephone.

Any pertinent questions subsequent to this solicitation may be submitted to Lisa Hill at [lisa.hill@purchasing.ri.gov](mailto:lisa.hill@purchasing.ri.gov) until October 1, 2014 at 4:00pm. A determination will be made by RIDOT, in coordination with the RIDOA/Division of Purchases, whether an addendum will be required.

## **RIVIP Registration**

All Respondents MUST register online at the RIVIP'S Internet website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

A fully completed and signed **RIVIP BIDDER CERTIFICATION COVER SHEET** – All four pages MUST accompany EACH bid submitted. This document must be downloaded from the RIVIP website. Failure to make a complete submission inclusive of this four page document may result in disqualification.

Should there be a need for assistance in registering and/or downloading any document, call (401) 574-8100 and request the RIVIP help desk for technical assistance. Office Hours: 8:30 AM – 4:00 PM, Monday through Friday.

# **ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT**

September 2014

- **Bidders are required to enter their bid price on the Request for Quote in the Unit Price Box and Total Price Box.**
- **In accordance with Rhode Island General Law (RIGL) 37-2-40 the Respondent shall also submit a Bid Bond in the amount of 5% of the Total Bid Price. The Bid Bond must be furnished by a surety company incorporated and authorized to do business in the State of Rhode Island.**

**All bids are due by 1:00 PM Wednesday October 8, 2014 and shall be delivered to the Rhode Island Department of Administration – Division of Purchases located at:**

**Division of Purchases  
1 Capitol Hill – 2<sup>nd</sup> Floor  
Providence, Rhode Island 02903**

**Bid Prices will be publicly opened and read on Wednesday October 8, 2014 at 1:00 PM in the Division of Purchases Bid Room. No late bids will be accepted.**

## **Selection Criteria**

- All Bid responses will be evaluated in terms of the elements of the proposal and costs as outlined in the solicitation
- Bid responses not meeting the minimum submission requirements with regard to background and experience will not be considered
- The State of Rhode Island reserves the right to accept or reject any and all proposals, and to waive or modify minor irregularities or seek additional information from the Muralists, and to make an award solely on cost

## **Schedule of Payments**

The Muralist may submit an initial invoice for mobilization to the site which shall not exceed 25% of the total bid price. The remaining payment will be made at the completion of the project site. The muralist shall submit their bids as lump sum, inclusive of all personnel, equipment, materials, traffic control devices, and any additional incidentals.

To insure compliance with the Davis-Bacon Prevailing Wage requirements any contractor or sub-contractor performing work on the project must submit certified payrolls.

For all materials used on the project the contractor and/or sub-contractor must submit Manufacturer's Certificates of Compliance.

## **Location Plan**

See attachments for specific locations and approximate dimensions of retaining wall surfaces.

**ANTI-GRAFFITI COATINGS &  
GRAFFITI ABATEMENT**  
September 2014

**Attachments**

Release of Art for Mural to the State of Rhode Island

Mural Location

Representation of Mural at Location

Mural Location Measurements

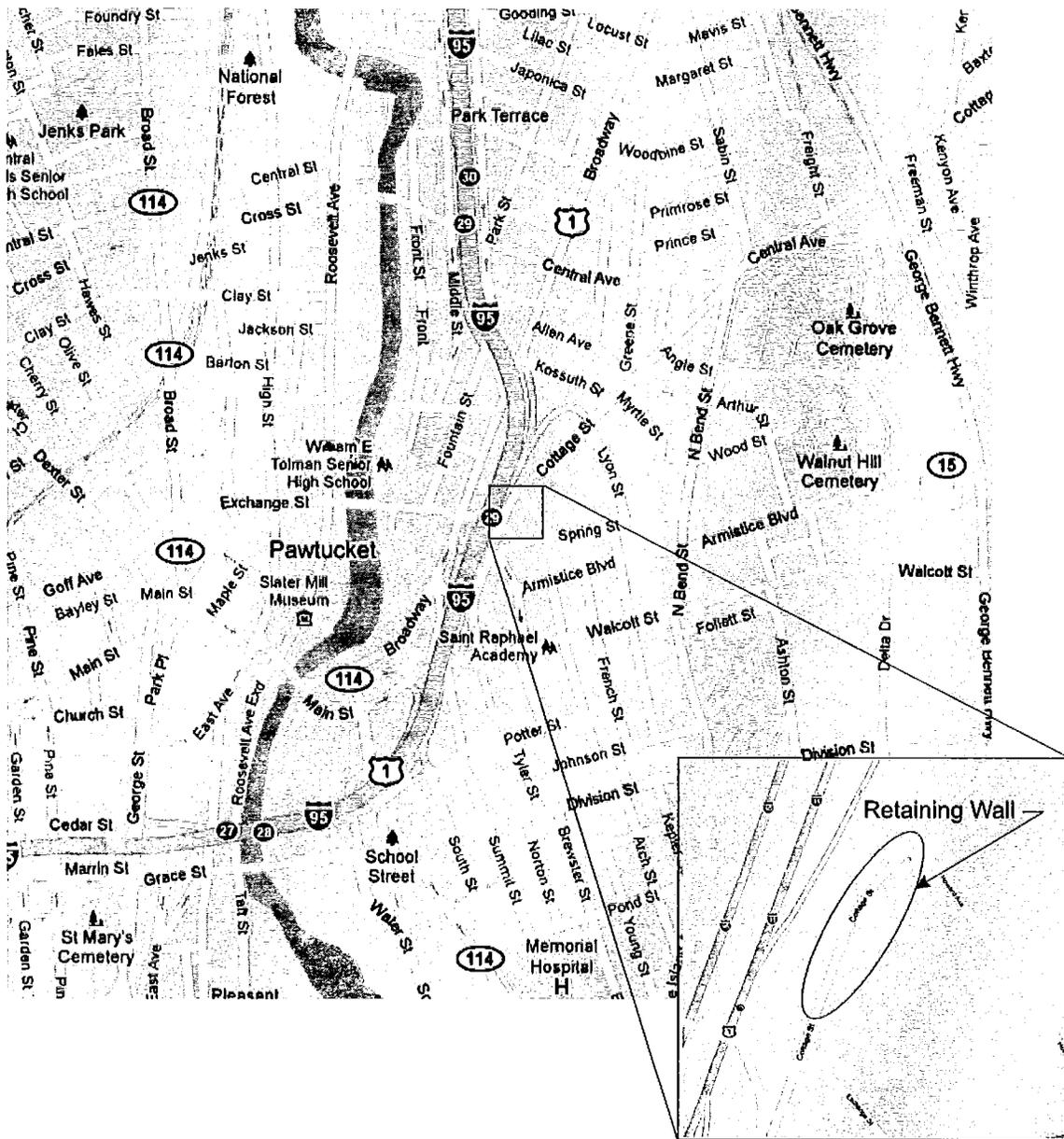
Mural Location Plan

Detail Views

Traffic Management Plan (TMP)

# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

September 2014



MURAL LOCATION - I-95 NORTH AT EXCHANGE STREET OVERPASS  
(WEST SIDE, NORTH FACE) RETAINING WALL

**ANTI-GRAFFITI COATINGS &  
GRAFFITI ABATEMENT**  
September 2014

Exchange Street & Cottage Street

Location of Proposed Mural



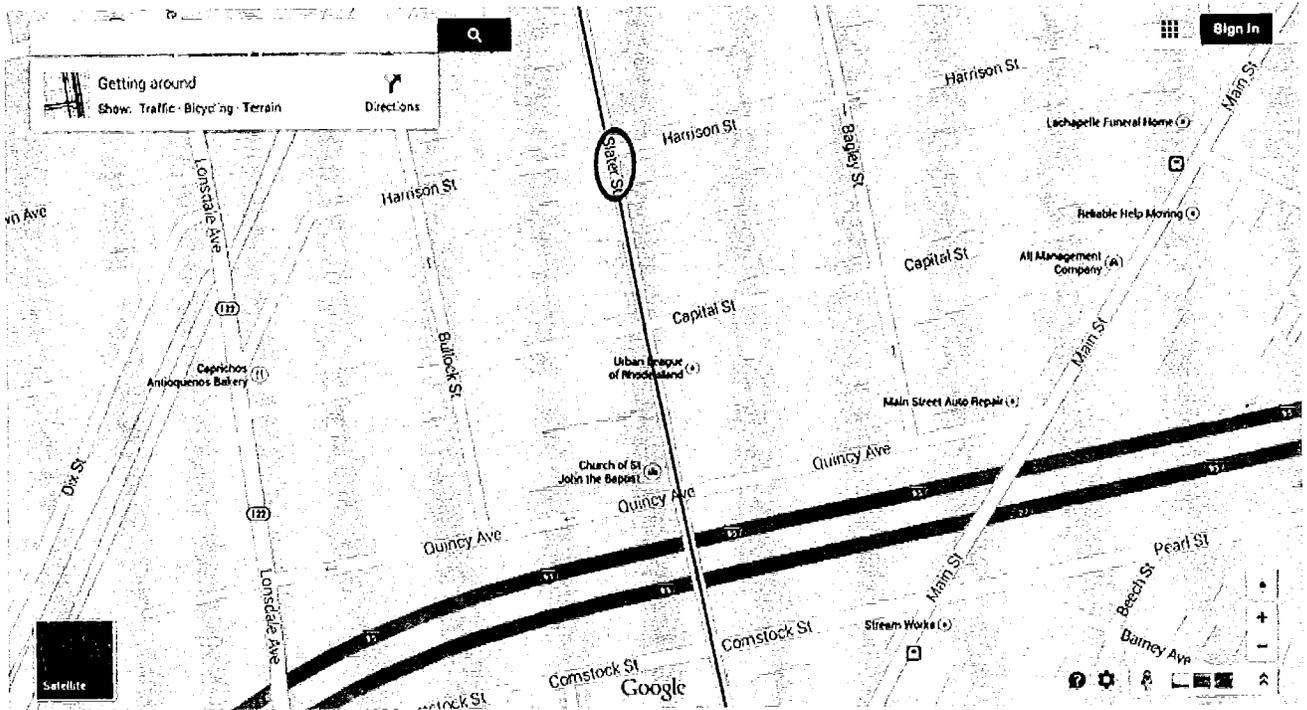
**ANTI-GRAFFITI COATINGS &  
GRAFFITI ABATEMENT**  
September 2014



Proposed Mural

# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

September 2014



LOCATION MAP

SLATER STREET OVERPASS

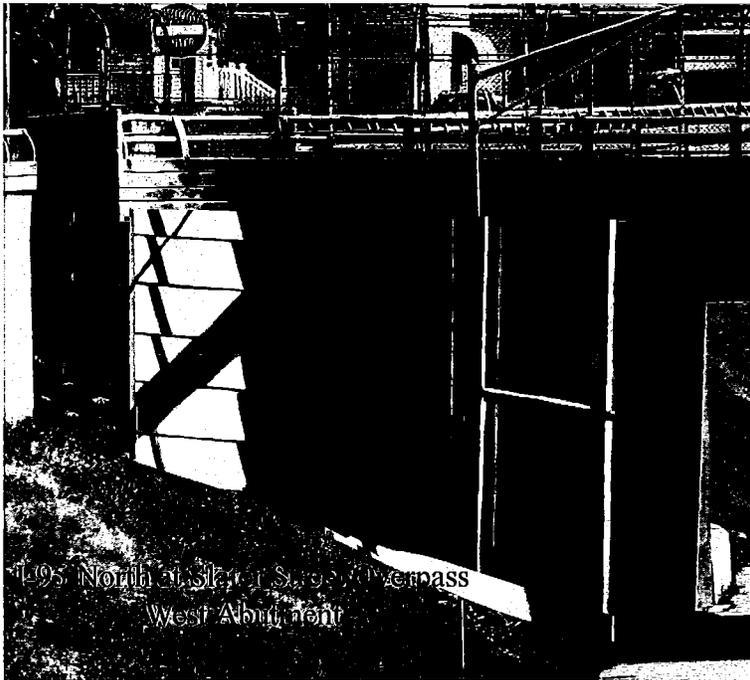
**ANTI-GRAFFITI COATINGS &  
GRAFFITI ABATEMENT**  
September 2014



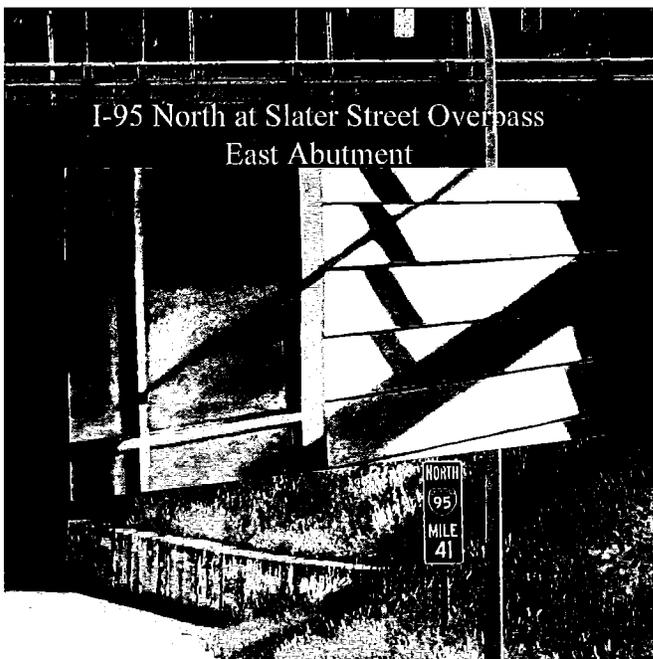
I-95 NORTH AT SLATER STREET OVERPASS  
SHOWING PROPOSED MURAL

# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

September 2014



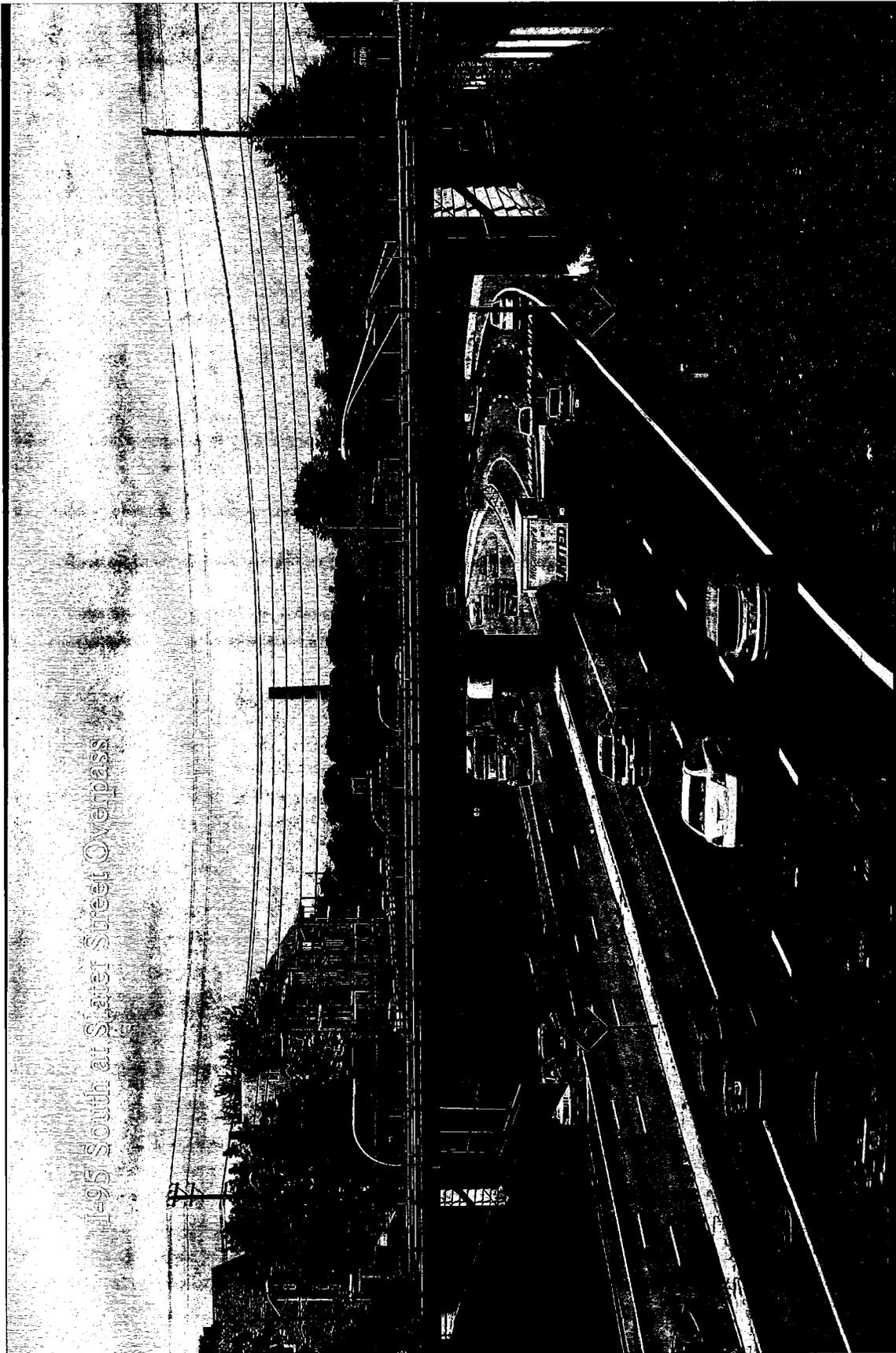
PROPOSED MURAL



PROPOSED MURAL

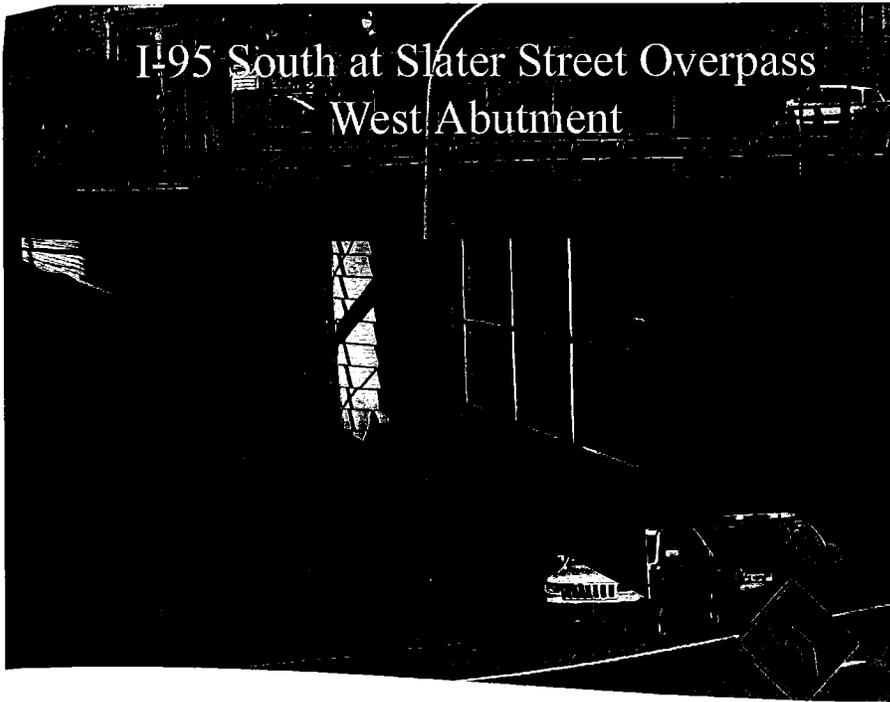
# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

September 2014



**ANTI-GRAFFITI COATINGS &  
GRAFFITI ABATEMENT**

September 2014



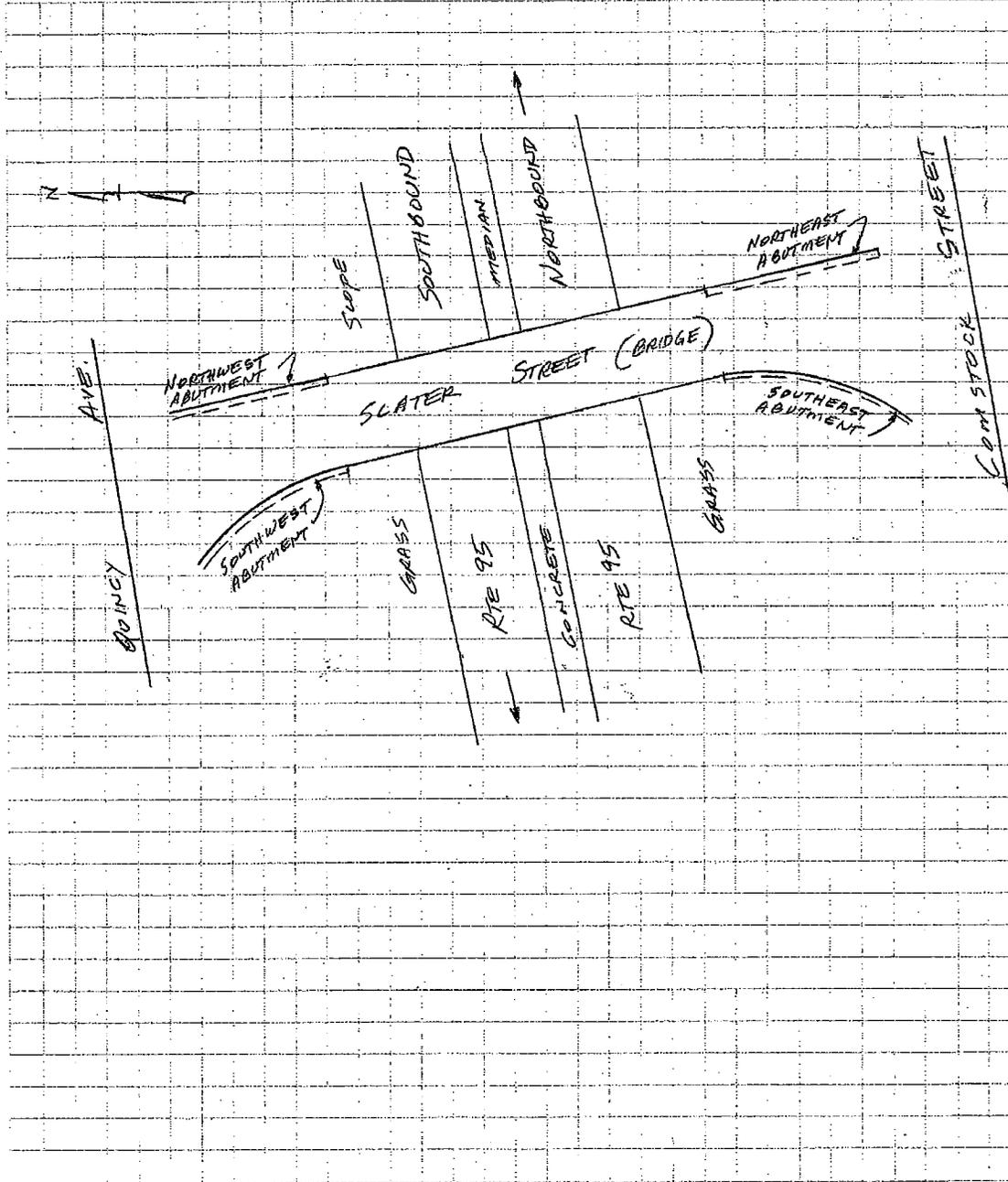
PROPOSED MURAL

# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

September 2014

RHODE ISLAND DEPARTMENT OF TRANSPORTATION  
Construction Mgmt. - Survey Section

Project ..... SLATER STREET - PAWTUCKET .....  
Subject ..... ABUTMENT MEASUREMENTS FOR MURALS .....  
Comp. By ..... RS ..... Date ..... 9/9/14 ..... Check By ..... M.A. ..... Date .....

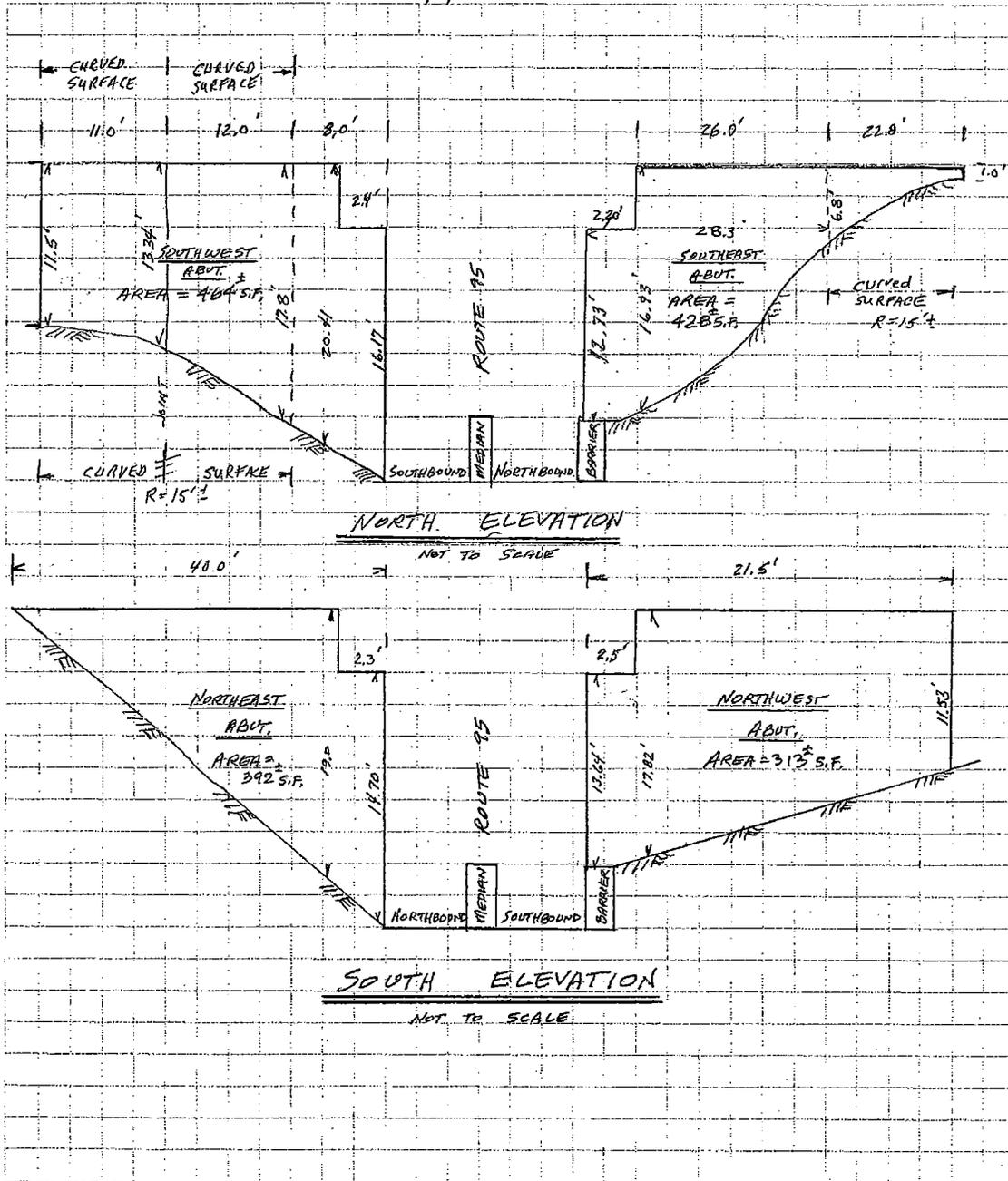


# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

September 2014

**RHODE ISLAND DEPARTMENT OF TRANSPORTATION**  
Construction Mgmt. - Survey Section

Project ..... SLATER STREET - PAWTUCKET  
 Subject ..... ABUTMENT MEASUREMENTS FOR MURALS  
 Comp. By ..... RS ..... Date ..... 9/3/14 ..... Check By ..... MG ..... Date .....



# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

September 2014



Project Name: Anti-Graffiti Coatings & Graffiti Abatement - Pawtuc

RI Design Contract No(s): NA

RI Construction Contract No(s): 2014-CE-077

Submission: FINAL Date: 7/29/2014

## PROJECT INFORMATION

**Brief Project Description:** This project includes the painting of three murals at the locations mentioned below.

**General Work Limits:** See Work Zone Locations:

WORK ZONE LOCATIONS			
ROADWAY NAME or INTERSECTION	FROM	TO	APPROX. LENGTH
I-95 North	Exchange Street	Cottage Street	
I-95 North	Slater Street Overpass	Slater Street Overpass	
I-95 South	Slater Street Overpass	Slater Street Overpass	

**General Project Schedule\*:** The project is anticipated to be completed by November 30, 2014.

\*The information in this section is not intended to and shall not supersede the approved schedule and milestone/completion dates for the project.

## TRAFFIC-RELATED WORK RESTRICTIONS

**General Restrictions:** ALL LANES AND SHOULDERS SHALL REMAIN OPEN. NO PARKING OR STORAGE OF EQUIPMENT IN ANY LANES OR SHOULDERS.

**Holiday Restrictions:** There are no Holiday Restrictions for this project.

# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

September 2014

## TEMPORARY TRAFFIC CONTROL PLANS

*These RIDOT- and/or Designer-Developed TTC Plans will be used during the work on this project*

Included In:		Included In:			
RIDOT TYPICAL TTC PLANS	TMP	Plan Set	DESIGNER-DEVELOPED TTC PLANS	TMP	Plan Set
<input type="checkbox"/> Mobile Operation	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Work Beyond the Shoulder	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Shoulder Closure - Two Lane Road	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Shoulder Closure - Limited Access	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 1-Side Lane Shift - Two Lane Road	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 2-Side Lane Shift - Two Lane Road	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lane Shift - Limited Access	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lane Closure - Two Lane Road	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lane Closure - Four Lane Road	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lane Closure - Limited Access	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Double Lane Closure - Limited Access	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

## PUBLIC INFORMATION PLAN

*These strategies will be used to provide information concerning the project to road users and the community*

<p><b>SELECTED STRATEGIES</b></p> <p>RIDOT travel advisories news releases</p> <p>RIDOT travel advisories web site</p> <p>RIDOT 511 traveler information system</p> <hr/> <hr/> <hr/> <hr/> <hr/>	<p><b>RESPONSIBILITIES / REQUIREMENTS / SPECIAL CONSIDERATIONS</b></p> <p>RIDOT TMP Imp. Mngr. to send RIDOT notification form to Communications min. 48 hrs. in advance of restrictions.</p> <p>RIDOT TMP Imp. Mngr. to send RIDOT notification form to Communications min. 48 hrs. in advance of restrictions.</p> <p>RIDOT TMP Imp. Mngr. to send RIDOT notification form to RIDOT TMC min. 48 hrs. in advance of restrictions.</p> <hr/> <hr/> <hr/> <hr/> <hr/>
---	--

## TRANSPORTATION OPERATIONS PLAN

*These strategies will be used to provide improved transportation operations/safety within project work zones*

<p><b>SELECTED STRATEGIES</b></p> <hr/>	<p><b>RESPONSIBILITIES / REQUIREMENTS / SPECIAL CONSIDERATIONS</b></p> <hr/>
---	--

# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

September 2014

## PERFORMANCE MONITORING, CHANGES TO TMP, & CONTINGENCIES

The Contractor's TMP Implementation Manager (if identified below) is responsible for keeping the portion of the project being used by public traffic in a condition that (1) safely and adequately accommodates such traffic and (2) is in accordance with the Traffic-Related Work Restrictions, the Temporary Traffic Control Plans, and where appropriate, the other transportation management strategies identified above. The RIDOT TMP Implementation Manager or his/her responsible designee should (1) inspect the project work zones at initial setup, at the start of each subsequent work day, and just prior to extended breaks in the work (e.g., weekends) for conformance with the Temporary Traffic Control Plans, the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features, and where applicable, the other transportation management strategies identified above and (2) document all work zone-related feedback and complaints that are received from the public.

If at any time (1) a significant deviation from any of the strategies included in the TMP (e.g., the use of an alternate construction sequence) is desired by one or more members of the project implementation team, (2) field observations and/or data suggest that impacts to road users are or will be unacceptable, or (3) one or more performance requirements established in the TMP are not being met in the field, the RIDOT TMP Implementation Manager shall report the situation to his/her supervisor or Division/Section/Unit manager. The supervisor / manager will coordinate with the State Traffic Engineer, the Deputy Chief Engineer, the TMP Implementation Manager(s), the Chief Engineer, and/or other interested parties as appropriate and/or necessary to consider and determine whether revised and/or alternate strategies should be implemented in an effort to lessen the adverse safety and/or mobility impacts of the project. If the supervisor / manager deems that strategy changes should be implemented, the changes shall be documented in a revised version of the TMP and the Deputy Chief Engineer, the State Traffic Engineer, and the Chief Engineer must approve of the revised TMP prior to their implementation.

If a significant deviation from any of the strategies included in the TMP is requested by the Contractor, unless directed otherwise by the RIDOT the Contractor is responsible for preparing and submitting to the RIDOT TMP Implementation Manager appropriate documentation (e.g., design calculations, analysis reports, Temporary Traffic Control Plans, etc.) showing that the requested change(s) are (1) feasible and (2) expected to result in safety and mobility impacts that are no more adverse than the impacts resulting from the strategies already included in the latest approved TMP. The RIDOT will review and consider the submittal(s) as described in the preceding paragraph and will determine whether the changes should be implemented. If the requested changes are approved by the RIDOT, unless otherwise directed by the RIDOT the Contractor shall prepare and submit to the RIDOT TMP Implementation Manager a revised version of the latest approved TMP in both printed and electronic (Microsoft® Excel) format that documents all of the approved changes. Work to implement the changes shall not begin until the Deputy Chief Engineer, the State Traffic Engineer, and the Chief Engineer have approved of the revised TMP.

When unexpected events (e.g., crashes, inclement weather, unforeseen traffic demands, etc.) occur in a project work zone where one or more lanes are closed, the RIDOT TMP Implementation Manager or his/her responsible designee should (1) determine whether or not the lane closure(s) can/should be removed in order to improve traffic operations and/or minimize delays and (2) if deemed appropriate, take action to remove the lane closure(s).

Other Requirements:

## TMP APPROVALS

*All approvals must be obtained prior to start of work*

DEPUTY CHIEF ENGINEER			STATE TRAFFIC ENGINEER			CHIEF ENGINEER		
Signature: <i>Frank Corrao, III</i>			Signature: <i>Robert Rocchio</i>			Signature: <i>Kazem Farhoudmand</i>		
Frank Corrao, III, P.E.			Robert Rocchio, P.E.			Kazem Farhoudmand, P.E.		
Date: <i>9/12/14</i>			Date: <i>9-10-14</i>			Date: <i>9/15/14</i>		
Revision #	Initials	Date	Revision #	Initials	Date	Revision #	Initials	Date

## TMP IMPLEMENTATION MANAGERS

*Project managers with the primary responsibility & authority for implementation of this TMP*

RIDOT	CONTRACTOR (if contract work)
Name: _____	Name: _____
Title: _____	Title: _____
Unit: _____	Company/Unit: _____
Office Phone: _____	Office Phone: _____
Mobile Phone: _____	Mobile Phone: _____
E-Mail: _____	E-Mail: _____

# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

September 2014

Attachment to TMP for Anti-Graffiti Graffiti Abatement - Pawtucket

Location	Time of Day		MINIMUM NUMBER OF LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC <sup>1,2</sup>						
	From	To	SUN	MON	TUES	WED	THURS	FRI	SAT
I-95 North Exchange St to Cottage	07:00	07:00	ALL	ALL	ALL	ALL	ALL	ALL	ALL
I-95 North Slater St Overpass	07:00	07:00	ALL	ALL	ALL	ALL	ALL	ALL	ALL
I-95 South Slater St Overpass	07:00	07:00	ALL	ALL	ALL	ALL	ALL	ALL	ALL

**LEGEND**

**ALL** All travel lanes, shoulders, and sidewalks shall remain open to traffic

**NOTES**

1. The set-up breakdown of temporary traffic control devices within a traveled way shall be construed as a closure of that traveled way.
2. The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in such a manner that assures the least possible obstruction to traffic.