

#### **INVITATION TO BID**

SOLICITATION TITLE:	CAPITOL HILL CAMPUS SIDEWALK REPAIR
SOLICITATION NUMBER.	7506662

BID PROPOSAL SUBMISSION DEADLINE: September 26, 2018 at 10:30 AM

#### PREBID CONFERENCE

There will be no pre-bid conference for this solicitation.

**QUESTIONS** about this solicitation must be emailed and received by the Division of Purchases at doa.purbidinfo@purchasing.ri.gov no later than Wednesday, September 19, 2018, 5:00 PM, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Division of Purchases website at <a href="https://www.purchasing.ri.gov">www.purchasing.ri.gov</a> as an addendum to this solicitation

BID BOND REQUIRED:	□ NO		
	⊠ YES		
PAYMENT AND PERFORMANCE BOND REQUIRED:		$\square$ NO	
		$\boxtimes$ YES	
SPECIFICATIONS AND I	PLANS: ⊠ NO		

☐ YES → See Electronic Solicitation Bidding Information.

Click on the online active "D" link in the "info" column.

Continued onto next page



#### INVITATION TO BID

SOLICITATION TITLE: CAPITOL HILL CAMPUS SIDEWALK REPAIR

**SOLICITATION NUMBER: 7596662** 

BID PROPOSAL SUBMISSION DEADLINE: September 26, 2018 at 10:30 AM

**RIVIP REGISTRATION:** Bidders must be registered vendors through the online Division of Purchases Rhode Island Vendor Information Program at <a href="www.purchasing.ri.gov">www.purchasing.ri.gov</a>. 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 (obtainable at www.purchasing.ri.gov), complete, and submit a Bidder Certification Cover Form with each bid proposal.

**Solicitation Date:** 

Thursday, September 06, 2018

**Project Description:** 

CAPITOL HILL CAMPUS SIDEWALK REPAIR

**Project Location:** 

CAPITOL HILL CAMPUS

**Completion Time:** 

TBD

User Agency:

DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

**Awarding Authority:** 

The State of Rhode Island Department of Administration

Division of Purchases, 2<sup>nd</sup> Floor

One Capitol Hill, Providence, RI 02908-5855

**Design Agent:** 

N/A

N/A

N/A

The State of Rhode Island through its, Department of Administration, Division of Purchases, is soliciting bid proposals to perform the work described in the plans and specifications dated September 6, 2018 for the Project in accordance with this solicitation.

Bidders are invited to submit bid proposals to the Division of Purchases by the bid proposal submission deadline.

This solicitation contains, and is subject to the terms and conditions of, the Invitation to Bid, Instructions to Bidders, Bid Preparation Checklist (with applicable forms), Agreement, General Conditions, any Supplemental Conditions, Specifications and Plans, Bidder Certification Cover Form, and Bid Form. The solicitation is available at www.purchasing.ri.gov.

The award of the contract pursuant to this solicitation will be made to the responsive and responsible bidder with the lowest bid price. The Division of Purchases reserves the right to waive any technicalities in the bid proposals, accept or reject any bid proposal, award a contract in the best interest of the State, or revoke any solicitation.

Continued onto next page



#### **INVITATION TO BID**

#### **Electronic Solicitation Bidding Information**

#### **Downloading and Accessing Additional Electronic Solicitation Files**

Accessing electronic files on the purchasing website will require Adobe viewer. All bid solicitations that include 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.

Specifications 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".

Buyer Name: DAVID A. CADORET, Title: CHIEF BUYER



### 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 <u>must</u> 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 <a href="www.purchasing.ri.gov">www.purchasing.ri.gov</a>

Solicitation #: 7596662

Solicitation Title: Capitol Hill Campus Sidewalk Repair

#### **BID FORM**

To:

The State of Rhode Island Department of Administration

Division of Purchases, 2<sup>nd</sup> Floor

One Capitol Hill, Providence, RI 02908-5855

Bidder:

Legal name of entity

Address (street/city/state/zip)

Contact name Contact email

Contact telephone Contact fax

#### 1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

#### Allowances

#### NONE

#### Bonds

The Base Bid Price <u>includes</u> the costs for all Bid and Payment and Performance Bonds required by the solicitation.

#### Addenda

2014-12 (Bid Form)

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price <u>includes</u> the costs of any modifications required by the Addenda.

All Addenda must be acknowledged. Addendum No. 1 dated: \_\_\_\_\_ Addendum No. 2 dated: Addendum No. 3 dated: \_\_\_\_\_ Addendum No. 4 dated: Addendum No. 5 dated: Addendum No. 6 dated: 2. **ALTERNATES** (Additions/Subtractions to Base Bid Price) NONE 3. **UNIT PRICES** The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include all costs, including labor, materials, services, regulatory compliance, overhead, and profit. Unit Price No. 1: Cost per sq. ft for additional concrete walk repair that may not be \$\_\_\_\_\_/sq. ft. shown. 4. **CONTRACT TIME** The Bidder offers to perform the work in accordance with the timeline specified below: Start of construction: TBD Substantial completion: TBD Final completion: TBD

Solicitation #: 7596662

Solicitation Title: Capitol Hill Campus Sidewalk Repair

Solicitation #: 7596662

Solicitation Title: Capitol Hill Campus Sidewalk Repair

#### 5. <u>LIQUIDATED DAMAGES</u>

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for <u>each</u> calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$ NONE.

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

	BIDDER
Date:	
	Name of Bidder
	Signature in ink
	Printed name and title of person signing on behalf of Bidder #
	Bidder's Contractor Registration Number

#### CAPITOL HILL CAMPUS SIDEWALK REPAIRS (42 Photos)

#### **Specifications:**

- -attached requirements for concrete cast-in-place on site. (4,000lb mix with 5% air entrainment to meet state building code for exterior slab on grade).
- -subbase material to be re-compacted & additional material as needed.
- -in those areas where adjacent tree roots have affected the sidewalk, the Contractor shall have a licensed arborist "root prune" to a depth of 12" below the bottom of the new concrete slab.
- -adjust existing manhole, handhole and other grates as needed to be level to new sidewalk.
- -all permits that are required to be obtained through the city of Providence including traffic control.
- -Contractor to protect all new work from the elements and other potential damage that could occur.
- -provide addition cost per sq.ft. of additional concrete walk that may not be shown.
- -Contractor to perform cylinder break for every 10yds of concrete. GC to hire a certifled testing agency as part of this bid.
- -Photo #42 (THIS WORK CAN ONLY BE DONE ON WEEKENDS) indicates a removal and replacement of existing trench drain with grate. New product to be by Zurn, Jay R. Smith, ACO or equal. New concrete slab to be 3'-0" on each side of drain. Provide H20 loading steel plate at this location only for three (3) weeks for completed worked protection.
- -all new sections to be doweled to adjacent existing walks with  $\frac{1}{2}$ " rebar with epoxy adhesion into existing with 4" connection into existing at 4 location each side.
- -repair existing lawn as needed.
- -provide a salt resistant curing sealer by Siloxa, Seal Green, Ghostshield or an equal.
- -within two (2) weeks after the award of bid, Contractor to provide a work schedule. Drive aisles and parking areas to be accessible

#### CAST-IN-PLACE CONCRETE

- A. Requirements for concrete cast-in-place on site.
- B. Materials and construction methods shall conform, insofar as applicable, to the requirements of the Standard Specifications for Road and Bridge Construction of the Rhode Island Department of Transportation, dated 2004, together with all errata, addenda, additional revisions, and supplemental specifications, all of which are hereinafter referred to as the Rhode Island Standard Specifications.

#### REFERENCE

- A. References herein are made in accordance with the following abbreviations and all work shall conform to the latest editions as applicable.
- 1. American Concrete Institute (ACI):
- i, Specifications for Structural Concrete
- ii. Hot Weather Concreting
- iii. Cold Weather Concreting
- iv. Guide for Construction of Concrete Pavements and Concrete Bases
- 2. ASTM International (ASTM):
- i. Standard Specification for Steel Wire, Plain, for Concrete Reinforcement
- ii. Standard Specification for Steel Welded Wire Reinforcement
- iii. Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
- iv. Standard Practice for Making and Curing Concrete Test Specimens in the Field
- v. Standard Specification for Concrete Aggregates
- vi. Standard Specification for Ready-Mixed Concrete
- vii. Standard Test Method for Slump of Hydraulic-Cement Concrete
- viii. Standard Specification for Portland Cement
- ix. Standard Specification for Sheet Materials for Curing Concrete
- x. Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
- xi. Standard Specification for Air-Entraining Admixtures for Concrete
- xii. Standard Specification for Liquid Membrane-Forming Compounds for

**Curing Concrete** 

- xiii. Standard Specification for Chemical Admixtures for Concrete
- xiv. Standard Specification for Fiber-Reinforced Concrete
- 3. Concrete Reinforcing Steel Institute (CRSI): Manual of Standard Practice.

#### QUALITY ASSURANCE

- A. Cast-in-place concrete shall conform to ACI 301.
- B. Dimensions, locations, and details of equipment pads, anchors, supports, and similar features shown on the Drawings are approximate. Manufacturer's approved shop Drawings of equipment to be supported, anchored, or contained thereby shall be consulted for exact location, size, and details.

#### **SUBMITTALS**

submit description of methods and sequence of placement for each type of specially-finished concrete, including description of methods and sequence of placement.

- B. Submit manufacturer's product data for the following:
- 1. Form release agent.
- Preformed joint filler.
- 3. Concrete reinforcement specification data from manufacturer.
- 4. Manufacturer's literature for protective coating for sidewalks.

#### **TESTING**

- A. The Owner may employ an independent testing laboratory to inspect and test concrete paving and other cast-in-place concrete work.
- B. When requested, Contractor shall prepare test specimens in accordance with ASTM C31, standard cylinder size 4-inch x 8 inch.
- C. Testing of materials and installed work may occur at any time during progress of the work. Rejected materials and installed work shall be removed and replaced.

#### **MATERIALS**

Materials for cement concrete shall conform to the requirements of Section 905 of the Rhode Island Standard Specifications.

,

#### STEEL REINFORCEMENT

- A. Steel reinforcing bars shall conform to ASTM A615, Grade 60, deformed.
- Bars employed as dowels shall be hot-rolled plain rounds.
- B. Steel Wire: ASTM A82, plain cold drawn steel.
- C. Welded Wire Fabric (WWF) Reinforcement: Welded wire fabric reinforcement shall conform to the applicable requirements of ASTM A185. Fabric reinforcement shall be furnished in flat sheets. Fabric reinforcement in rolls will not be permitted.
- D. Supports for Reinforcement: Bolsters, chairs, and other devices for spacing, supporting, and fastening reinforcing bars, and welded wire fabric in place shall be wire bar-type supports complying with CRSI Manual.
- 1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
- 2. For exposed-to-view concrete surfaces where legs of supports are in contact with forms, provide supports with legs that are protected by plastic (CRSI Class 1).

#### PORTLAND CEMENT CONCRETE

- A. Portland cement concrete shall conform to the following:
- Maximum water-cement ratio shall be 0.45 conforming to ACI 316R.
- 2. Concrete shall be air-entrained type conforming to ASTM C94. Air content by volume shall be 6 percent + 1 percent, tested in accordance with ASTM C260.
- 3. Slump of concrete shall not be less than 3 inches nor greater than 4 inches, determined in accordance with ASTM C143.
- 4. Cement for concrete shall be a Portland cement conforming to ASTM C150, Type I or II. Only one color of cement, all of the same manufacturer, shall be used for the work.
- Fine and coarse aggregates for concrete shall conform to ASTM C33.
- Concrete shall contain a water reducing agent to minimize cement and water content of the concrete mix at the specified slump. Water reducing agent shall conform to ASTM C494, Type A.
- 7. Concrete shall contain no calcium chloride or admixtures containing calcium chloride. No admixtures other than those specified shall be used in the concrete without the specific written permission of the Engineer.

#### CONCRETE AGGREGATES

Concrete aggregates shall be in accordance with Section M.02 of the Rhode Island Standard Specifications.

#### **CURING MATERIALS FOR CONCRETE**

- A. Curing shall be accomplished by the following methods:
- 1. Moist curing with burlap covering.
- 2. Curing paper, non-staining, fiber reinforced laminated Kraft bituminous product conforming to ASTM C171. Four mil polyethylene sheeting may be substituted for curing paper.
- 3. Curing compound, a resin-base, white pigmented compound conforming to ASTM C309, Type 2.

#### **EXPANSION JOINTS**

- A. Expansion joint filler shall be performed, non-bituminous type conforming to ASTM D1752, Type II, similar to Sealtight Cork Expansion Joint Filler, manufactured by W.R. Meadows, Inc., Elgin, IL 60120, or approved equivalent.
- Pre-molded filler shall be one piece for the full depth and width of the joint.
- 2. Smooth dowel shall be hot rolled plain steel dowel bonded at one end and operating in smooth close-fitting sleeve (of same material) at the other end.

#### **CONTROL JOINTS**

Joint filler to be polyethylene foam with manufacturer's recommended sealant.

#### **FORMS**

- A. Forms for Exposed Finish: Plywood, metal, metal-framed plywood faced, or other acceptable panel materials. Plywood shall conform to U.S. Product Standard PS-1 and APA Graded B-B (Concrete Form) Class I Exterior Grade plywood or B-B or A-C Class I high density overlay concrete form plywood. Formwork materials shall produce smooth, continuous, straight and level surfaces.
- B. Forms for Unexposed Finish: Plywood, lumber, or metal, with lumber dressed on at least two edges and one side.
- C. Form Ties: Prefabricated, adjustable length galvanized steel snap-off ties, with brackets, cones, cornerlocks, and other accessories as necessary.
- D. Form Release Agent: Commercial formulation compounds that will not bond with, stain or adversely affect concrete.

E. Imprinting Tools: Mats and tools used to stamp projecting texture and patterns onto plastic concrete surfaces and which shall be specifically designed with rigid back supports to enable a clean, sharp, stamping image. Stamps for curb ramps shall be designed to meet ADA detectable warning requirements.

#### EXPOSED CONCRETE PROTECTIVE COATING

Protective Coating shall be silane-siloxane product.

#### PREPARATION OF SUBGRADE

- A. Excavation required in pavement subgrade shall be completed before fine grading and final compaction of subgrade are performed. Where excavation must be performed in completed subgrade, subbase, base, or pavement, subsequent backfill and compaction shall be performed as required by the Engineer.
- B. Materials shall not be stored or stockpiled on subgrade.
- C. Prepared subgrade will be inspected by the Engineer. Subgrade shall be approved for installation of the gravel base course. Disturbance to subgrade caused by inspection procedures shall be repaired.

#### BASE COURSE

- A. Base course for concrete paving shall be pavement subbase course or gravel base materials as shown on the Drawings.
- B. Width of base course shall extend beyond edge of the proposed pavement as shown on the Drawings.
- C. Material shall be placed in lifts and compacted as specified in Section 31 23 00. Each lift shall be separately compacted to specified density.

#### STEEL REINFORCEMENT

- A. Before being placed in position, reinforcing steel shall be thoroughly cleaned of loose mill and rust scale, dirt, ice, and other foreign material which may reduce the bond between the concrete and reinforcing. Where there is delay in placing concrete after reinforcement is in place, bars shall be reinspected and cleaned when required.
- B. Any bar showing cracks after bending shall be discarded.

- C. Unless otherwise shown on the Drawings, reinforcing shall extend within 2 inches of formwork and expansion joints. Reinforcing shall continue through control joints. Adjacent sheets of fabric reinforcing shall lap 6 inches.
- D. After forms have been coated with form release agent, but before concrete is placed, reinforcing steel shall be securely wired in the required position and shall be maintained in that position until concrete is placed and compacted. Chair bars and supports shall be installed in a number and arrangement approved by the Engineer.

#### **FORMS**

- A. General: Design, erect, support, brace, and maintain formwork to support vertical, lateral, static, and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances and surface irregularities complying with the following ACI 347 limits.
- 1. Provide Class A tolerances for concrete surfaces exposed to view.
- 2. Provide Class C tolerances for other concrete surfaces.
- B. Construct forms to provide for openings, offsets, sinkages, keyways, recesses, moldings, chamfers, blocking, screeds, bulkheads, anchorages, and inserts, and other features required for the work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent cement paste from leaking.
- C. Fabricate forms for easy removal without hammering or prying against concrete surfaces.
  Kerfwood inserts for forming keyways, reglets, recesses, and other features for easy removal.
- D. Chamfer exposed corners and edges, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- E. Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before placing concrete. Re-tighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

#### INSTALLING EMBEDDED ITEM

- A. General: Set and build into formwork the anchorage devices and other embedded items required for work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached
- B. Forms for Slabs: Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and contours in finished surfaces. Provide and secure units to support screed strips using strike-off templates or compacting-type screeds.

#### PREPARING FORM SURFACES

Coat contact surfaces of forms with an approved, nonresidual, low-VOC form-coating compound before placing reinforcement.

#### CONCRETE PLACING

- A. Equipment, methods of mixing and placing, and precautions to be observed as to weather, and condition of base shall meet the requirements of ACI 316R.
- B. The Engineer shall be notified of scheduled concrete placement sufficiently in advance of start of operation to allow preliminary inspection of the work, including subgrade, forms, and reinforcing steel
- C. Work shall not be performed during rainy weather or when temperature is less than 40°F (4.4°C.).
- D. Adjacent work shall be protected from stain and damage. Damaged and stained areas shall be replaced or repaired to equal their original conditions.
- E. Existing concrete, earth, and other water-permeable material against which new concrete is to be placed shall be thoroughly damp when concrete is placed. There shall be no free water on surface.
- F. Concrete which has set or partially set, before placing shall not be used. Re-tempering of concrete will not be permitted.
- G. Concrete shall be thoroughly vibrated, or otherwise consolidated to secure a solid and homogeneous mass, thoroughly worked around reinforcement and into corners of forms.
- H. When joining fresh concrete to concrete which has attained full set, latter shall be cleaned of foreign matter, and mortar laitance shall be removed by chipping and washing. Clean, roughened base surface shall be saturated with water, but shall have no free water on surface. A coat of 1:1 cement-sand grout, approximately 1/8 inch thick, shall be well scrubbed into the thoroughly dampened concrete base. New concrete shall be placed immediately, before grout has dried or set.

#### FINISHING

- A. Concrete surfaces shall be screeded and finished true to line and grade, and free of hollows and bumps. Surface shall be dense and smooth.
- 1. Finished concrete surface for concrete subbases shall be wood floated to a slightly rough surface. Surface shall not deviate more than 1/4 inch in 10 feet.

- 2. Finished concrete surfaces shall be wood floated and steel troweled, or broom finished, to a uniform surface. Surface shall not deviate more than 1/8 inch in 10 feet.
- B. Horizontal surfaces of concrete surfaces which will be exposed shall be given a light broomed finish, with direction of grooves in concrete surface perpendicular to length of concrete band, slab, or pad. After concrete has set sufficiently to prevent coarse aggregate from being torn from surface, but before it has completely set, brooms shall be drawn across the surface to produce a pattern of small parallel grooves. Broomed surface shall be uniform, with no smooth, unduly rough or porous spots, or other irregularities. Coarse aggregate shall not be dislodged by brooming operation.
- C. Immediately following finishing operations, arises at edges and both sides of expansion joints shall be rounded to a 1/4- inch radius. Control joints to be tooled shall be scored into slab surface with scoring tool. Adjacent edges of control joint shall at same time be finished to a 1/4-inch radius.
- D. Where finishing is performed before end of curing period, concrete shall not be permitted to dry out, and shall be kept continuously moist from time of placing until end of curing period, or until curing membrane is applied.

#### **CURING**

- A. Concrete shall be kept continuously damp from time of placement until end of specified curing period or cured by other methods. Water shall not be added to surface during floating and troweling operations, and not earlier than 24 hours after concrete placement. Between finishing operations, surface shall be protected from rapid drying by a covering of waterproofing paper. Surface shall be damp when the covering is placed over it, and shall be kept damp by means of a fog spray of water, applied as often as necessary to prevent drying, but not sooner than 24 hours after placing concrete. None of the water so applied shall be troweled or floated into surface.
- B. Concrete surfaces shall be cured by completely covering with curing paper or application of a curing compound.
- 1. Concrete cured using waterproof paper shall be completely covered with paper with seams lapped and sealed with tape. Concrete surface shall not be allowed to become moistened between 24 and 36 hours after placing concrete. During curing period, concrete surface shall be checked frequently, and sprayed with water as often as necessary to prevent drying, but not earlier than 24 hours after placing concrete.
- 2. Concrete cured with a curing compound shall have the compound applied at a rate of 200 square feet per gallon, in two applications perpendicular to each other.
- C. Curing period shall be seven (7) days minimum.
- D. Only if additional protection is absolutely required, the surface should remain uncovered after the seven (7) day period for at least four (4) days, after which time new and unwrinkled nonstaining reinforced waterproof Kraft curing paper may be used.

#### **EXPANSION JOINTS**

- A. Expansion joints shall be 1/2 inch wide and located where shown on the Drawings. Expansion joints shall be troweled in the concrete to required width with preformed joint filler in place. Joint filler shall extend the full depth of the slab and full length of the expansion joint.
- 1. For concrete walks, pavements, and pads, depth of joint filler shall be placed to form a 1-1/4 inch deep recess for sealant and backer rod below finished concrete surface.
- 2. Use of multiple pieces to make up required depth and width of joint will not be permitted.

#### **CONSTRUCTION JOINTS**

- A. Construction joints shall be placed whenever placing of concrete is suspended for more than 30 minutes.
- 1. Butt joint with dowels or use a thickened edge joint if construction joints occur at control joint locations.
- 2. Keyed joints with tie-bars shall be used if the joint occurs at any other location.

#### **CONTROL JOINTS**

- A. Control joints shall be tooled into the concrete slab, with 3-inch wide border and troweled edges, in pattern as shown on the Drawings. If no pattern is shown, then pattern shall result in square shape with a maximum area of 36 square feet. Joints shall be made after concrete is finished and when the surface is stiff enough to support the weight of workmen without damage to the slab, but before slab has achieved its final set.
- B. Scoring shall cut into slab surface at least 1 inch, but in no case not less than 25 percent of slab depth.

#### **COLD WEATHER CONCRETING**

- A. Materials for concrete shall be heated when concrete is mixed, placed, or cured when the mean daily temperature is below 40°F or is expected to fall to below 40°F within 72 hours. The concrete, after placing, shall be protected by covering, heat, or both.
- B. Details of handling and protecting of concrete during freezing weather shall be subject to the approval and direction of the Engineer. Procedures shall be in accordance with provisions of ACI 306R.

#### HOT WEATHER CONCRETING

- A. Concrete just placed shall be protected from the direct rays of the sun and the forms and reinforcement just prior to placing shall be sprinkled with cold water. Every effort shall be made to minimize delays which will result in excessive mixing of the concrete after its arrival on-site.
- B. During periods of excessively hot weather (95°F., or above), ingredients in the concrete shall be cooled with cold mixing water to maintain the temperature of the concrete at permissible levels in accordance with the provisions of ACI 305R. Any concrete with a temperature above 95°F., when ready for placement, will be rejected.
- C. Temperature records shall be maintained throughout the period of hot weather giving air temperature, general weather conditions (calm, windy, clear, cloudy, etc.) and relative humidity. Records shall include checks on temperature of concrete when delivered to Project site and after placing in forms. Data should be correlated with the progress of the work so that conditions surrounding the construction of any part of the structure can be ascertained.

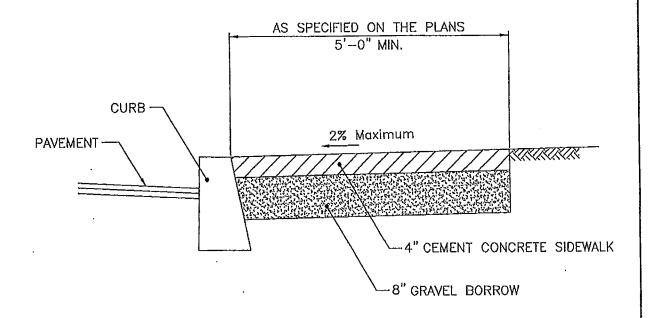
#### **TOLERANCE**

Refer to Rhode Island Standard Specifications.

PROTECTION OF CONCRETE SURFACES

Concrete surfaces shall be protected from traffic or damage until surfaces have hardened sufficiently.

The successful vendor will provide all labor, materials, tools, equipment, supplies, insurance, taxes, permits, freight, handling, loading, unloading, removal, demolition, disposal, proper manifest's stamped design plans and specs as maybe required by any and all authority having jurisdiction.

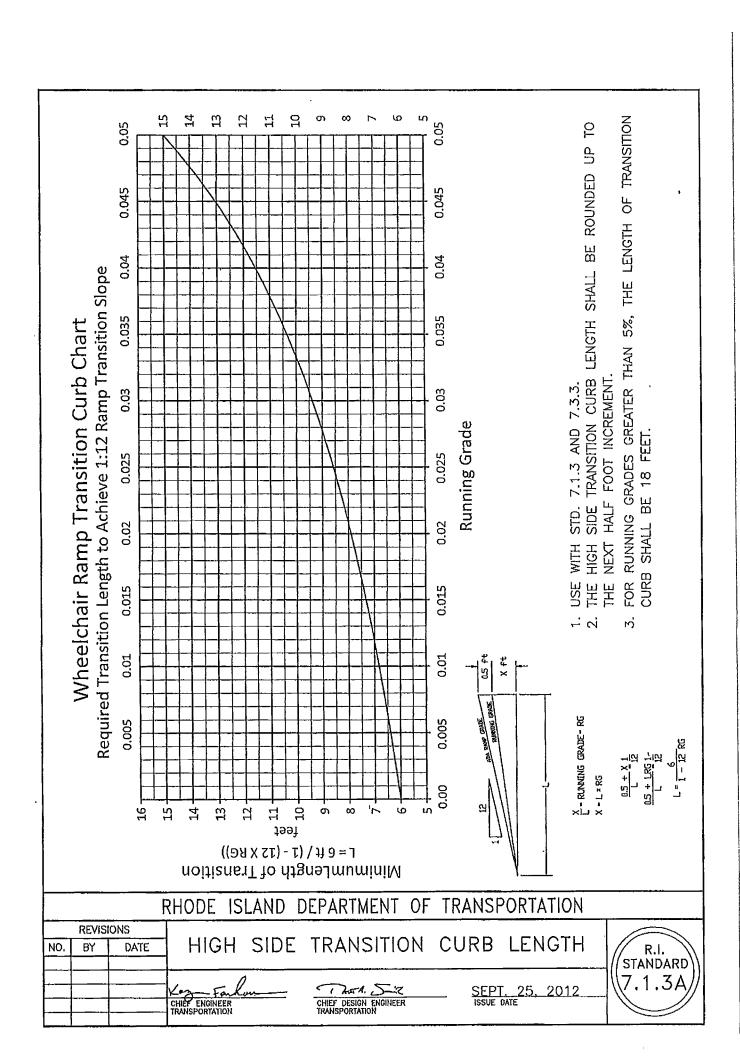


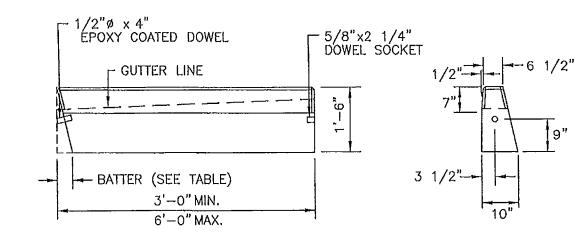
#### <u>NOTES</u>

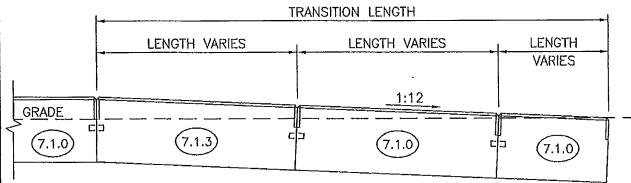
- 1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE R.I. STANDARD SPECIFICATIONS.
- 2. FOR CURB SETTING DETAIL REFERENCE STD. 7.6.0.

	REVIS		HODE ISLAND L	DEPARTMENT OF TRANSPORTATION	_
NO.	BY	DATE	CEMEN	IT CONCRETE SIDEWALK	/
2	MLP	3/1/05 06/01/10	Dann K. Caraldi	CHIEF DESIGN FRANCES ISSUE DATE	
			CHAF ENGINEER TRANSPORTATION	CHIEF DESIGN ENGINEER ISSUE DATE TRANSPORTATION	

R.I. STANDARD 43.1.0







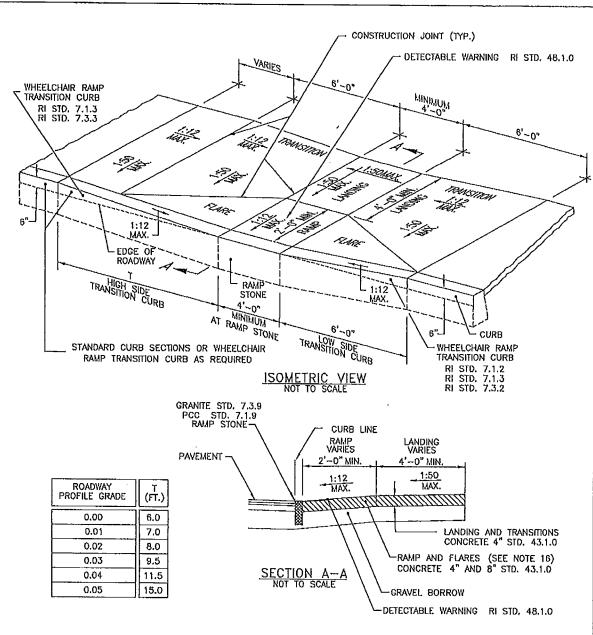
TRANSITION LENGTH (FT.)	BATTER (IN.)
6.0	1.5
7.0	1.3
8.0	1.2
9,5	1.0
11,5	0.8
15.0	0.6
18.0	0.5

#### NOTES:

- 1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
- CIRCULAR CURB IS REQUIRED ON CURVES WITH RADII OF 160'-0"OR LESS. STRAIGHT CURB TO BE USED ON CURVES OF MORE THAN 160'-0"RADIUS.
   EXPOSED EDGES TO HAVE A 3/4" CHAMFER.
   EXPOSED SURFACES TO HAVE A SPONGE FLOAT FINISH.

- 5. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR CURB FILLER PIECES TO BE 3'-0" (GREATER LENGTHS PREFERRED).

1		***						
		R	HODE ISLANI	DEPARTMENT	OF TRA	ANSPORTA	TION	
NO.	REVIS BY	IONS DATE	PRECAST	CONCRETE TRANSITIO		LCHAIR	RAMP	R.I.
1	MLP	Mar 05	010				1000	((STANDARD) 7.1.3
			CHIZ ENGINEER TRANSPORTATION	CHIEF DESIGN ENGINE TRANSPORTATION	EER PLASS	JUNE 15, ISSUE DATE	1998	



#### NOTES:

- NOIES:

  1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE RI STANDARD SPECIFICATIONS.

  2. WHEN ANY OBSTRUCTION LOCATED IN THE SIDEWALK FALLS WITHIN A CROSSWALK AREA, THE WHEELCHAIR RAMP SHALL BE PLACED SUCH THAT THE OBSTRUCTION FALLS OUTSIDE OF THE RAMP.

  3. AT NO TIME IS ANY PART OF THE WHEELCHAIR RAMP TO BE LOCATED OUTSIDE OF THE CROSSWALK, AND IT IS TO BE CENTERED WHENEVER POSSIBLE.

  4. DRAINAGE FACILITIES ARE TO BE LOCATED UP—GRADE OF ALL WHEELCHAIR RAMPS.

  5. LOCATION OF WHEELCHAIR RAMPS IS AS SHOWN ON CONTRACT DRAWINGS.

  6. IN NO INSTANCE SHALL THE SIDEWALK CROSS SLOPE EXCEED 1:50 EXCEPT WITHIN THE RAMP AREA.

  7. AN UNOBSTRUCTED PATH OF TRAVEL WITH A MINIMUM WIDTH OF 4'-0" SHALL BE MAINTAINED.

  8. THE WHEELCHAIR RAMP SLOPE AND SIDE SLOPES (TRANSITIONS), MUST NOT BE STEEPER THAN 1:12. HOWEVER, THESE SLOPES MAY BE FLATTER THAN 1:12 WHEN WARRANTED BY SURROUNDING CONDITIONS.

  9. WHERE THE ROAD PROFILE EXCEEDS 5% THE HIGH SIDE TRANSITION LENGTH (T) SHALL BE EIGHTEEN FEET (18'-0").

  10. IN NO CASE, WHERE A STOP LINE IS WARRANTED, SHALL A RAMP BE PLACED BEHIND THE STOP LINE.

  11. THE ENTRANCE OF THE WHEELCHAIR RAMP SHALL BE FLUSH WITH THE ROADWAY.

  12. THE WHEELCHAIR RAMP SHALL BE CENTERED RADIALLY, OPPOSITE THE RADIUS POINT WHEN POSSIBLE.

  13. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR FILLER PIECES TO BE 3'-0" (GREATER LENGTHS PREFERRED).

  14. ALL REQUIRED CUTTING OF CURB PIECES TO BE PAID FOR UNDER COST OF CURB.

  15. DETECTABLE WARNINGS TO BE PAID FOR UNDER SECTION 942 OF THE RI STANDARD SPECIFICATIONS

  16. B" CONCRETE DEPTH FOR RADIUS WHEELCHAIR RAMPS ONLY. USE 4" DEPTH FOR TANGENT (MID—BLOCK) LOCATIONS.

	RHODE ISLAND DEPARTMENT OF TRANSPORTATION	
NO. BY DATE  1 MLP Oct 2005	WHEELCHAIR RAMP	R.I. STANDARD
2 MIP Jun 2008 3 MIP Sep 2012	Denn Could Elmont Baller June 15, 1998  CHILDREN DENNER DENNER DENNER DATE  CHILDREN DENNER DENNER DENNER DATE  CHILDREN DENNER DENNER DATE  CHILDREN DENNER DENNER DATE  CHILDREN DENNER DENNER DENNER DATE  CHILDREN DENNER DENNER DENNER DATE  CHILDREN DENNER DEN	43.3.0

#### 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

# DIVISION OF PURCHASES INSTRUCTIONS TO BIDDERS PUBLIC WORKS CONSTRUCTION (PWC)

#### 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), 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.

#### Comprehensive Review and Inspection

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

#### <u>Addenda</u>

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, 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.

#### **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 Bid Form included in the solicitation and in accordance with the instructions in this solicitation. All applicable blanks must be completed in a legible manner, printed electronically, typed, or handwritten in ink, and amounts must be expressed in both words and figures. 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 Bid Form, Bid Surety, IRS Form W-9, signed General Contractor Apprenticeship Certification, if applicable, 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 "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped receipted 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.

#### **Bid Price**

The bidder must submit a Base Bid Price on the Bid Form to perform all of the work specified in the solicitation, including the cost of the bonds and any allowances and addenda. The costs of alternates shall not be included in the calculation of the Base Bid Price. The bidder shall separately provide the cost for each alternate listed in the Bid Form. The cost for each alternate must be designated as an addition to, or subtraction from, the Base Bid Price. Alternates will be selected, if any, by the Division of Purchases in the order of priority listed in the Bid Form.

#### **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. Bidders may redact in the pubic 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.

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 <u>must</u> 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. .

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**

2014-5

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.

#### <u>Award</u>

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 Bid Form. The successful bidder will receive a tentative letter of award from the Division of Purchases with instructions for the bidder to submit further documentation. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order by the Division of Purchases 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.

#### **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 pursuant to this solicitation.

#### **Prevailing Wages**

#### For contracts priced under \$1 Million

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, must be posted at the project site.

#### For contracts priced \$1 Million or More

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, submit certified weekly payroll forms on a monthly basis to the user agency, and maintain 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.

#### **Apprenticeship**

if the value of the project pursuant to this solicitation is at least \$1 Million (including all alternates), the successful bidder must employ apprentices on this project (in accordance with the apprentice to journeyperson ratio for each trade approved by the State Apprenticeship Council. The bidder must complete, sign, and submit the General Contractor Apprenticeship Certification Form, included in the solicitation, with the bid proposal.

The successful bidder will also be required to complete, sign, and submit the General Contractor Apprenticeship Re-Certification and Certification Form following receipt of the tentative letter of award, and, in addition, each subcontractor must complete, sign, and submit to the successful bidder the Subcontractor Apprenticeship Certification Form prior to the commencement of any work on the project pursuant to this solicitation.

Specific information about apprentice occupations and apprenticeship requirements is available on the Rhode Island Department of Labor and Training website at www.dlt.ri.gov/apprenticeship.

#### **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 this 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 work 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 copy of an endorsement and 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 30 days' advance notice of cancellation, nonrenewal, or material change in coverage (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:

#### Type of Insurance

#### **Amount of Coverage**

Comprehensive General Liability

\$1 Million each occurrence (inclusive of both bodily injury and property damage)\_

\$1 Million products and completed operations aggregate

\$1 Million general aggregate

Comprehensive General Liability coverage shall include:

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 nonowned and/or hired vehicles and equipment

Workers Compensation

Coverage B

\$100,000

Environmental Impairment ("pollution control")

\$1 Million or 5% of contract amount, whichever is greater

Builder's Risk

Contract amount

All insurance required by this solicitation, whether through a policy or an endorsement, shall include: (i) a waiver of subrogation, waiving any right the insurance company may have to recover against the State of Rhode Island; and (ii) a provision that the bidder's insurance coverage shall be primary in relation to any insurance, self-insurance, or self-retention maintained by the State of Rhode Island, and any insurance, self-insurance, or self-retention maintained by the State of Rhode island shall be in excess of the bidder's insurance.

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 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 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.

#### 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 or Board of Elections, Campaign Finance, (401) 222-2056.

#### **Binding Contract**

The form of agreement the successful bidder will be required to execute is included in the solicitation. 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 General Conditions, any Supplemental Conditions, the Plans and Specifications, the Bid Preparation Checklist, the Bid Form, the Bidder Certification Cover Form, the Agreement, 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 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 reguired 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 .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 <a href="www.dlt.ri.gov">www.dlt.ri.gov</a> 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 Ist 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.

9/12/2013

# THE COLUMN THE PROPERTY OF THE

Lincoln D. Chafee Governor Charles J. Fogarty

Director

2013-17

#### STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

#### Department of Labor and Training

Center General Complex 1511 Pontiac Avenue Cranston, RI 02920-4407 Telephone; (40 TTY; Via

(401) 462-8000 Via RI Relay 711

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 journeyperson 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

1511 Pontiac Avenue Cranston, RI 02920-4 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.

#### 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 thisday of_	, 20
Nota M y	ry Public com m ission 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

or materials furnished for the public works.

Telephone: (4)

(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

#### APPRENDIX 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 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.



#### Public Works Bid Preparation Checklist

Date: 9/5/2018

Bid#: 7596662

Title: Capitol Hill campus Sidewalk Repair

This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is <u>not</u> 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
- - 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 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 <u>and</u> 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.
$\boxtimes$	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
$\boxtimes$	Each bid proposal submitted in a separate sealed envelope
	Completed Form W-9
	Other

**Buyer Name: David A. Cadoret** 

Contact Information: doa.purbidinfo@purchasing.ri.gov

#### **Contract Terms and Conditions**

#### **Table of Contents**

	L
Terms and Conditions BID STANDARD TERMS AND CONDITIONS	I
BID STANDARD TERMS AND CONDITIONS	I
TERMS AND CONDITIONS FOR THIS BID	Ţ
AWARD	ĭ
DELIVERY PER AGENCY	ĭ
RIVIP INFO - BID SUBMISSION REQUIREMENTS	t
I ICENSE DECLUPEMENTS	
TAIGUD ANCE DECLUPEMENTS	
WAGE REQUIREMENTS	11
**	

#### Terms and Conditions

## BID STANDARD TERMS AND CONDITIONS

## TERMS AND CONDITIONS FOR THIS BID

THE STATE, AT ITS SOLE DISCRETION, SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT AND/OR TO REJECT ANY OR ALL BIDS.

### DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

# RIVIP INFO - BID SUBMISSION REQUIREMENTS

It is the vendor's responsibility to check and download anyand all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated BidderCertification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form should be attached to the front of theoffer. Each bid proposal must be submitted in a separate sealed envelope withthe bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in theupper left-hand corner of the envelope.

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

Rhode Island Department of Administration

Division of Purchases, 2nd Floor

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will bedeemed 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 proposals in electronic format are not accepted at thistime.

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

# 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 837-2.5-3.

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR LICENSE REQUIREMENTS STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

#### 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.

#### 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. 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.