

## INVITATION TO BID

**SOLICITATION TITLE:** 2018-CM-070 PORTSMOUTH SALT STORAGE FACILITY  
**SOLICITATION NUMBER:** 7596669  
**BID PROPOSAL SUBMISSION DEADLINE:** October 5, 2018 at 01:00 PM

### PREBID CONFERENCE

NONMANDATORY

**MANDATORY** → Bidder must attend the mandatory prebid conference. The bidder's representative must register with the Division of Purchases at the mandatory prebid conference and identify the bidder he or she represents.

Location: N/A  
Date: N/A  
Time: N/A

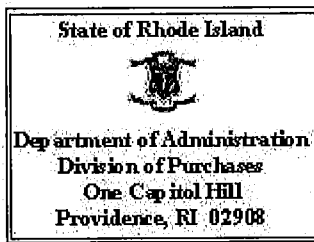
**QUESTIONS** about this solicitation must be emailed and received by the Division of Purchases at [Alyssa.ward@purchasing.ri.gov](mailto:Alyssa.ward@purchasing.ri.gov) no later than Friday, September 21, 2018, 5:00 PM, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) as an addendum to this solicitation

**BID BOND REQUIRED:**  NO  
 YES

**PAYMENT AND PERFORMANCE BOND REQUIRED:**  NO  
 YES

**SPECIFICATIONS AND PLANS:**  NO  
 YES → See Electronic Solicitation Bidding Information.  
Click on the online active "D" link in the "info" column.

**Continued onto next page**



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**RIVIP REGISTRATION:** Bidders must be registered vendors through the online Division of Purchases Rhode Island Vendor Information Program at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). To register or update information, click on "Vendor Center," then "Vendor Information" from the dropdown menu on the left.

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

**Solicitation Date:** Tuesday, September 11, 2018  
**Project Description:** SALT STORAGE FACILITY  
**Project Location:** BOYDS LANE, PORTSMOUTH RI 02871  
**Completion Time:** September 15th, 2019  
**User Agency:** Department of Transportation  
**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:** The Robinson Green Beretta Corporation  
50 Holden St  
Providence, RI 02908

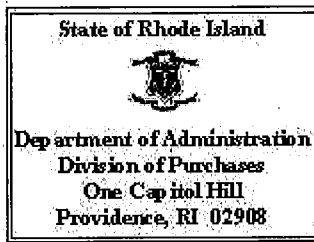
The State of Rhode Island through its, Department of Administration, Division of Purchases, is soliciting bid proposals to perform the work described in the plans and specifications dated [Click here to enter a date.](#) for the Project in accordance with this solicitation.

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](http://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: ALYSSA WARD, Title: BUYER I**

**Contract Terms and Conditions**

**Table of Contents**

Terms and Conditions.....II  
    BID STANDARD TERMS AND CONDITIONS .....II  
    TERMS AND CONDITIONS FOR THIS BID .....II  
    SURETY REQUIREMENTS .....II  
    WAGE REQUIREMENTS .....II  
    INSURANCE REQUIREMENTS .....II  
    RIVIP INFO - BID SUBMISSION REQUIREMENTS .....III  
    PURCHASE AGREEMENT BID .....III

**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 should be attached to the front of the offer. Each bid proposal 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, 2nd Floor

One Capitol Hill, 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.

Bid proposals in electronic format are not accepted at this time.

At the bid proposal submission deadline, bid proposals will be 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 §37-2.5-3.

**PURCHASE AGREEMENT BID**

**BIDDING** (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordered during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. **ORDERING** (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

Mailing Address for Bid Proposals issued by the State of Rhode Island, Division of Purchases:

All Bid Proposals must be submitted to the following address:

State of Rhode Island

Department of Administration

Division of Purchases, 2nd Floor

One Capitol Hill

Providence, RI 02908



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)



Solicitation #:7596669

Solicitation Title: 2018-CM-070 PORTSMOUTH SALT STORAGE FACILITY

**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*):

\$ \_\_\_\_\_  
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_  
(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

• **Allowances**

The Base Bid Price ***includes*** the costs for the following Allowances:

No. 1: \_\_\_\_\_ N/A \_\_\_\_\_ \$ \_\_\_\_\_ N/A \_\_\_\_\_

No. 2: \_\_\_\_\_ N/A \_\_\_\_\_ \$ \_\_\_\_\_ N/A \_\_\_\_\_

No. 3: \_\_\_\_\_ N/A \_\_\_\_\_ \$ \_\_\_\_\_ N/A \_\_\_\_\_

Total Allowances: \$ \_\_\_\_\_ N/A \_\_\_\_\_

Solicitation #:7596669

Solicitation Title: 2018-CM-070 PORTSMOUTH SALT STORAGE FACILITY

• **Bonds**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

• **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** 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*)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

*Check "Add" or "Subtract."*

\_\_\_\_ Add \_\_\_\_ Subtract Alternate No. 1: \_\_\_\_\_

\$ \_\_\_\_\_  
(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

**Solicitation #:**7596669

**Solicitation Title:** 2018-CM-070 PORTSMOUTH SALT STORAGE FACILITY

\_\_\_\_\_  
(amount *in words* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_ Add \_\_\_\_ Subtract Alternate No. 2: \_\_\_\_\_

\$ \_\_\_\_\_  
(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_  
(amount *in words* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_ Add \_\_\_\_ Subtract Alternate No. 3: \_\_\_\_\_

\$ \_\_\_\_\_  
(alternate amount *in figures* printed electronically, typed, or handwritten legibly in ink)

\_\_\_\_\_  
(alternate amount *in words* printed electronically, typed, or handwritten legibly in ink)

**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: \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price No. 2: \_\_\_\_\_ \$ \_\_\_\_\_

Unit Price No. 3: \_\_\_\_\_ \$ \_\_\_\_\_

**4. CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: April 15<sup>th</sup>,2019
- Substantial completion: September 15<sup>th</sup>, 2019

**Solicitation #:**7596669

**Solicitation Title:** 2018-CM-070 PORTSMOUTH SALT STORAGE FACILITY

- Final completion: September 15<sup>th</sup>, 2019

**5. LIQUIDATED DAMAGES**

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 each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: **\$1500 per day.**

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**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



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 journeyman 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  
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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 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 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](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.



## **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.

## **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.

## **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 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.

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.

*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 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](http://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](http://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 journeyman 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](http://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:

<b><u>Type of Insurance</u></b>	<b><u>Amount of Coverage</u></b>
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
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Environmental Impairment ("pollution control")	\$1 Million or 5% of contract amount, whichever is greater
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Builder's Risk	Contract amount
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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](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/eo/eoopagehome.htm](http://www.diversity.ri.gov/eo/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**

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

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.



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

**General Contractor Apprenticeship Certification Form**

This form **MUST** be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at [www.dlt.ri.gov](http://www.dlt.ri.gov), under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

**Bid/RFP Number:** \_\_\_\_\_

**Bid/RFP Title:** \_\_\_\_\_

**RIVIP Vendor ID#:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Contact Person and Title:** \_\_\_\_\_

\_\_\_\_\_(Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

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

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

\_\_\_\_\_  
 Printed Name and Title of Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Authorized Representative





State of Rhode Island  
Division of Purchases

Public Works  
Bid Preparation Checklist

Date: 10/5/2018

Bid#: 7596669

Title: 2018-CM-070 PORTSMOUTH SALT STORAGE FACILITY

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:** Alyssa Ward Buyer I

**Contact Information:** Tel: 401-574-8472 Email: Alyssa.ward@purchasing.ri.gov

PROCUREMENT AND CONTRACTING  
REQUIREMENTS

**PROCUREMENT AND CONTRACTING REQUIREMENTS**  
**TABLE OF CONTENTS**

<b><u>TITLE</u></b>	<b><u>SECTION</u></b>
SUPPLEMENTARY CONDITIONS	00 07 00
AGREEMENT FORM	00 52 00
CONTRACT BOND	00 61 00
AIA GENERAL CONDITIONS	-APPENDIX A 00 70 0
REQUIRED FORMS	-APPENDIX B

## SECTION 000700 - SUPPLEMENTARY CONDITIONS

## A. INTRODUCTION

The following supplements modify the "General Conditions of the Contract for Construction, AIA Document A201-1997. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions shall remain in effect.

## B. OTHER CONDITIONS

Should additional conditions be required for the work of this Project, they shall be included in that portion of this Project Manual directly following these Supplementary Conditions; and with their inclusion become a part of the Contract for this work.

## C. REFERENCE TO DIVISION 1

Where provisions of the General Conditions relate to project administrative or work-related requirements of the Contract, those paragraphs are deleted from General Conditions, and are specified in Division 1, "General Requirements" of the Specifications. The deleted paragraphs are:

3.4	3.8	3.12	3.15
3.6	3.10	3.13	9.2
3.7	3.11	3.14	

## ARTICLE 1 - GENERAL PROVISIONS

Add the following sub-paragraphs to 1.1:

## 1.1.8 Miscellaneous Definitions.

1.1.8.1 The term "product" includes materials, systems and equipment.

1.1.8.2 Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that references to the drawings accompanying this specification is made, unless otherwise stated. Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Architect is intended, unless stated otherwise. As used herein, "provide" shall be understood to mean "provide complete in place" that is, "furnish and install".

## ARTICLE 2 - OWNER

2.2 Information and Services Required of the Owner.

2.2.5 Change to read:

"Prior to the start of construction, the Contractor will be furnished, free of charge, one set of transparencies of the Drawings and one copy of the Project Manual, complete with all Addendum, to make copies of the documents as necessary for execution of the Work. In addition, these documents shall be used for preparation of "Record Documents" as specified in Section 01300."

## ARTICLE 3 - CONTRACTOR

Add the following sub-paragraphs to 3.2:

3.2.4 In case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, provide the better quality or greater quantity of Work in accordance with the Architect's interpretation.

3.2.5 Omissions from the drawings and specifications of items obviously needed to perform the work, such as attachments, bolts, hangers, and other fastening devices shall not relieve the Contractor from furnishing and installing same. It shall be the duty of the Contractor to procure from the Architect all necessary interpretations of the designs, drawings and specifications.

3.4 Delete Paragraph 3.4, LABOR AND MATERIALS, in its entirety.

Refer to Specification Section entitled, SUMMARY OF THE WORK, for provisions on the subject. References to Section 3.4 elsewhere in the Contract Documents shall read as referring to that Section of the Specifications.

3.6 Delete Paragraph 3.6, TAXES, in its entirety.

Refer to Specification Section entitled, SUMMARY OF THE WORK, for provisions on the subject. References to Section 3.6 elsewhere in the Contract Documents shall read as referring to that Section of the Specifications.

3.7 Delete Paragraph 3.7, PERMITS, FEES AND NOTICES, in its entirety.

Refer to Specification Section entitled, SUMMARY OF THE WORK, for provisions on the subject. References to Section 3.7 elsewhere in the Contract Documents shall read as referring to that Section of the Specifications.

3.8 Delete Paragraph 3.8, ALLOWANCES, in its entirety.

Refer to Specification Section entitled, ALLOWANCES, for provisions on the subject. References to Section 3.8 elsewhere in the Contract Documents shall read as referring to that Section of the Specifications.

3.9 Add the following to Paragraph 3.9, SUPERINTENDENT:

3.9.2 Employ a project superintendent acceptable to the Owner and Architect. Prior to the assignment or replacement of a superintendent, submit a resume to the Architect for acceptance review.

3.10 Delete Paragraph 3.10, CONTRACTOR'S CONSTRUCTION SCHEDULES, in its entirety.

Refer to Specification Section entitled, SUBMITTALS, for provisions on the subject. References to Section 3.10 elsewhere in the Contract Documents shall read as referring to that Section of the Specifications.

3.11 Delete Paragraph 3.11, DOCUMENTS AND SAMPLES AT THE SITE, in its entirety.

Refer to Specification Section entitled, SUMMARY OF THE WORK, for provisions on the subject. References to Section 3.11 elsewhere in the Contract Documents shall read as referring to that Section of the Specifications.

3.12 Delete Paragraph 3.12, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES, in its entirety.

Refer to Specification Section entitled, SUBMITTALS, for provisions on the subject. References to Section 3.12 elsewhere in the Contract Documents shall read as referring to that Section of the Specifications.

3.13 Delete Paragraph 3.13, USE OF SITE, in its entirety.

Refer to Specification Section entitled, SUMMARY OF THE WORK, for provisions on the subject. References to Section 3.13 elsewhere in the Contract Documents shall read as referring to that Section of the Specifications.

3.14 Delete Paragraph 3.14, CUTTING AND PATCHING, in its entirety.

Refer to Specification Section entitled, SUMMARY OF THE WORK, for provisions on the subject. References to Section 3.14 elsewhere in the Contract Documents shall read as referring to that Section of the Specifications.

3.15 Delete Paragraph 3.15, CLEANING UP, in its entirety.

Refer to Specification Section entitled, CONTRACT CLOSEOUT, for provisions on the subject. References to Section 3.15 elsewhere in the Contract Documents shall read as referring to that Section of the Specifications.

#### ARTICLE 7 - CHANGES IN THE WORK

7.1 Changes.

Add new sub-paragraphs:

7.1.4 The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

7.1.5 The reasonable (as stated herein) allowance for overhead and profit combined, included in the total cost to the Owner, shall be based upon the following schedule:

For the Contractor, for any work performed by his own forces, 12% of the cost;

For each Sub-Contractor involved, work performed by his own forces, 12% of the cost;

For the Contractor, for work performed by his sub-contractor, 8% of the amount due the sub-contractor.

7.1.6 Subsequent to the approval of a Change Order, whether involving a change in Contract Sum, contract time or both, no additional claim related to that matter will be considered by the Owner. A change incorporated into a Change Order is therefore, all inclusive, and includes such factors as project impact, schedule "ripple" effect or other items which may pertain to such change.

#### ARTICLE 8 - TIME

8.3 Delays and Extensions of Time

Add new sub-paragraphs:

8.3.5 When designated by the Architect, additional time of one month will be allowed for the principal purpose of removing materials and equipment from the site and for the final cleaning up operations.

## ARTICLE 9 - PAYMENTS AND COMPLETION

- 9.2 Delete Paragraph 9.2, SCHEDULE OF VALUES, in its entirety.

Refer to Specification Section entitled, SUBMITTALS, for provisions on the subject. References to Section 9.2 elsewhere in the Contract Documents shall read as referring to that Section of the Specifications.

- 9.3 Applications for Payment

- 9.3.1 Add the following sentence:

The form of Application for Payment shall be AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, supported by AIA Document G702A, Continuation Sheet. Prior to the submission of the completed (typed) application, submit a draft copy for review by the Architect.

- 9.4 Certificates for Payment

Add new sub-paragraphs:

- 9.4.3 First Certificate for Payment - The Architect will process this Certificate, only after he has received (1) the information required of Article 7 of the Instructions to Bidders, (2) Certification that the Contractor is currently maintaining Record Drawings, (3) decisions on options indicated in Section 01010 (if any), (4) submissions required in Section 01300, and (5) is adhering to the requirements of Article 3 of the General Conditions and Supplementary Conditions.

- 9.4.4 Second and Subsequent Certificates for Payment - The Architect will process the second certificate only after receipt of (1) Certificates that contractor is currently maintaining record drawings, (2) Release of Liens, (3) Certification of foundation and building layout survey data if specified in Section 01010, and (4) all proposed materials and color samples have been submitted for Architect's approval and color selections. Certification as to maintenance of Record Drawings and Releases of Lien will accompany subsequent applications, otherwise the Architect will not process the respective Certificate for Payment.

- 9.6 Progress Payments.

- 9.6.1 Add the following to 9.6.1:

The Owner shall make payments on account of this Contract as provided herein as follows: On or about the 15th day of each month, 90 percent of the value, based on the Contract prices for labor and materials incorporated in the work and of materials suitably stored at the site thereof or at some other location agreed upon, in writing, by the parties up to the first day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 95% of the Contract Price. If, after 50% of the work is completed, to the satisfaction of the Architect, he may recommend to the Owner that the retainage be decreased to 5%. Such reduction shall occur upon the Owner's approval and after receipt of AIA Document G707A (Consent of Surety to Reduction).

- 9.8 Substantial Completion.

- 9.8.1 Add the following to 9.8.1:



Prior to issuance of a Certificate of Substantial Completion, and in addition to the requirements herein, the Contractor and his sub-contractors shall submit: (1) their respective certificates of contract document compliance; (2) warranties and guarantees; (3) bonds; (4) certificates and affidavits; (5) operating manuals, report of Owner instructions and test results; (6) project record documents, including record drawings; (7) extra materials and samples (as specified) required for Owner; and (8) Occupancy Permit, if required.

#### 9.10 FINAL COMPLETION AND FINAL PAYMENT

##### 9.10.1 Add the following to 9.10.1:

Prior to final inspection, and in addition to the requirements herein, submit: (1) Contractor's Affidavits (AIA Document G706 and G706A); and Consent of Surety (AIA Document G707).

Add new sub-paragraphs:

##### 9.11 Releases of Lien.

9.11.1 The Contractor shall submit Releases of Lien from all sub-contractors and material suppliers indicating payment(s) received from the previous applications. Certificates for Payment will not be processed unless these releases are included therewith.

9.11.2 Immediately satisfy any lien or encumbrance which, because of any act or default of the Contractor is filed against the premises, and indemnify and save the Owner harmless against all resulting loss and expenses, including attorney's fees. In addition, moneys due under this Contract, as may be considered necessary by the Owner, may be retained by the Owner until all such suits, claims for damages or expenses as aforesaid shall be settled and paid.

9.11.3 The statement on the Standard AIA Form G702, Certificate for Payment, which certifies that "all bills are paid for which previous certificates for payment were issued" shall be notarized by a Notary Public currently licensed to practice in the State in which the Project is located.

##### 9.12 Liquidated Damages.

9.12.1 The Owner will suffer financial loss if the Project is not completed (Substantial and Final) on the dates set forth in the Contract Documents. The Contractor (and his Surety) shall be liable for and shall pay to the Owner the sum of \$1,500 liquidated damages for each calendar day of delay until the Work is Completed.

#### ARTICLE 11 - INSURANCE AND BONDS

##### 11.1 Contractor's Liability Insurance

Add new sub-paragraph:

11.1.1.9 Liability insurance shall include all major divisions of coverage and be on a comprehensive general liability basis including:

Premises-Operations (including X-C-U)  
 Independent contractor's protective  
 Blanket contractual  
 Owned, non-owned and hired motor vehicles  
 Broad form property coverage (including explosion, collapse and underground)

Add the following Clause 11.1.2.1 to 11.1.2:

- 11.1.2.1 The insurance required by sub-paragraph 11.1.1 shall be written for not less than the following, or greater if required by law:

Worker's Compensation:

State and Federal (where applicable) - Statutory  
Employer's Liability - \$500,000.

Comprehensive General Liability (including Premises-Operation; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damages; Contractual and Personal Injury)

Bodily Injury/Property Damage:

\$1,000,000. - Each Occurrence  
\$2,000,000. - Annual Aggregate

Products and Completed Operations to be maintained for two (2) years after final payment.

Property Damage Liability Insurance will provide X, C or U coverage as applicable.

Comprehensive Automobile Liability:

Bodily Injury/Property Damage:

\$1,000,000. - Each Occurrence

Add the following Clause 11.1.3.1 to 11.1.3:

- 11.1.3.1 The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement which shall be specifically set forth evidence of all coverage required by sub-paragraphs 11.1.1, 11.1.2 and 11.1.3. The form of the Certificate shall be AIA Document G705. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

11.2 Owner's Liability Insurance.

Change sub-paragraph 11.2.1 to read:

- 11.2.1 The Contractor shall furnish the Owner, through the Architect, an insurance certificate providing Owner's Protective Liability extended to include the interests of the Architect, and to protect the Owner and the Architect, The Robinson Green Beretta Corporation, from any liability which might be incurred against them as result of any operation of the Contractor or his sub-contractors or their employees. Such insurance shall be written for the same limits as the Contractor's Liability Insurance, and shall include the same coverage.

11.4 Property Insurance.

Change sub-paragraph 11.4.1 to read:

- 11.4.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection. This insurance company shall include the interests

of the Owner, the Contractor, Sub-contractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. If not covered under all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an application for Payment under Sub-paragraph 9.3.2.

11.4.1.1 The form of policy for this coverage shall be completed value.

11.4.1.2 If by the terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with concurrence of the Owner, to increase the mandatory deductible amounts, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

11.4.4 Delete this sub-paragraph in its entirety.

Change sub-paragraph 11.4.6 to read:

11.4.6 Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of the policy or policies providing this Property Insurance coverage, each containing those endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Contractor.

#### ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5 Tests and Inspections:

13.5.1 Change the last sentence to read:

Refer to Specification Section 01400 for the extent of other inspection and testing services to be included as part of this Contract.

Add the following:

#### ARTICLE 15 - EQUAL OPPORTUNITY

15.1 The Contractor shall maintain policies of employment as follows:

15.1.1 The Contractor and all Sub-contractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

15.1.2 The Contractor and all Sub-contractors shall, in all solicitations or advertisements for employees placed by them on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

SECTION 00 52 00 AGREEMENT FORM DPW MAINTENANCE SALT SHED, PORTSMOUTH, RI

SECTION 00 52 00 - AGREEMENT FORM

The Rhode Island Department of Transportation will provide their own agreement form once the contract has been awarded.

END OF SECTION 00 52 00

SECTION 006100 - Contract Bond

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction

AMENDED AUGUST 2013

SECTION 103

AWARD AND EXECUTION OF THE CONTRACT

103.05 CONTRACT BOND. At the time of the execution of the Contract, the successful bidder shall furnish Contract Bond a in a sum equal to the full amount of the Contract. The Contract Bond shall guarantee the following; complete performance of the Contract; full payment for all materials and equipment; and full payment of all wages of labor.

The form of the Contract Bond shall be acceptable to both the Department and the Division of Purchases. In the event the surety fails or becomes financially insolvent, the successful bidder shall file a new Bond in the amount designated by the Department within thirty (30) days of such failure or insolvency.

The Bond submitted to the Department shall be provided by a surety both acceptable to the Department and licensed and authorized to conduct business in the State of Rhode Island. All surety companies must be listed with the Department of the Treasury, Fiscal Services, Circular 570, (Latest Revision published by the Federal Registrar). Subsequent to award of Contract, the Department or Division of Purchases may call for additional security as required. Changes, additions and modifications to the Contract may be made without the consent of surety.

SECTION 00 70 00

DPW MAINTENANCE SALT SHED, PORTSMOUTH, RI

SECTION 00 70 00 - GENERAL CONDITIONS

AIA Document A201 - General Conditions of the Contract for Construction, 2007 Edition - Electronic Format, is included, following this page, as an integral part of the Bid Documents.

END OF SECTION 00 70 00

SECTION 00 82 00 - PREVAILING WAGE RATES

PREVAILING WAGES

The State of Rhode Island Department of Labor and Training, Prevailing Wage Laws, Rules and Regulations is an integral part of the Bid Documents for use in fulfilling the prevailing wage rate requirements. A copy is available at the web site of the State of Rhode Island Department of Labor and Training

Web Site address: <http://www.dlt.ri.gov/pw/PWlaws.htm>

(Click on "Current Wage Determinations".)

END OF SECTION 00 82 00

**CONTRACT SPECIFIC  
TABLE OF CONTENTS**

<b><u>TITLE</u></b>	<b><u>SECTION</u></b>
SUMMARY OF WORK	01 10 00
PROJECT MEETINGS	01 20 00
ALLOWANCES	01 21 00
SUBSTITUTION PROCEDURES	01 25 00
CONTRACT MODIFICATION PROCEDURES	01 26 00
PROJECT MANAGEMENT AND COORDINATION	01 31 00
SUBMITTAL PROCEDURES	01 33 00
QUALITY REQUIREMENTS	01 40 00
REFERENCES	01 42 00
TEMPORARY FACILITIES AND CONTROLS	01 50 00
PRODUCT REQUIREMENTS	01 60 00
CLEANING	01 71 00
EXECUTION	01 73 00
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	01 74 20
CLOSEOUT PROCEDURES	01 77 00
OPERATION AND MAINTENANCE DATA	01 78 20
PROJECT RECORD DOCUMENTS	01 78 30



## SECTION 01 10 00 - SUMMARY OF THE WORK

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specification are a part of this Section, which shall consist of all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work; and as related to the project or projects defined in the Bidding Requirements.
- B. The specification format used herein is in accordance with MASTERFORMAT, CSI (2004 Format) and in no way intends to restrict this Contractor from expediting his work as he sees fit, nor is there any intention of segregating the units of work as related to specific trades involving jurisdictional problems.

## 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Portsmouth RI DPW Salt Shed
  - 1. Project Location: Boyds Lane, Portsmouth RI 02871
- B. Owner: RIDOT
- C. Owner's Representative: To be determined.
- D. Architect: The Robinson Green Beretta Corporation, (RGB) 50 Holden Street, Providence, RI
- E. Contractor: To be determined.

## 1.3 SUMMARY OF THE WORK

- A. Construct one structure, measuring 100 x 100' Salt shed with a new fabric cover on new structural framework as detailed in the construction documents. The work includes but is not limited to: site work, including; concrete work, foundations, footing, etc., new fabric structure and frame. The Contractor is responsible for shop drawings review and coordination, delivery, installation and coordination and of all work warranties.

## 1.4 CONTRACTOR'S DUTIES

- A. The Contractor is responsible for all personnel involved in the work, including those of his direct employ, his sub-contractors and suppliers of materials and equipment and/or labor. The Technical Specifications have been divided for convenience only to cover the scope of work, and where reference to a particular contractor is noted, it is for convenience only. The Owner and Architect only recognize one Contractor as party to this Contract.
- B. As it is impractical to enumerate every piece of equipment, device and/or accessory required for proper operation of the indicated systems specified within their respective Sections or Divisions

of the Project Manual; it is intended that all materials, systems, and/or equipment, required to insure proper operation of the equipment, device, and/or accessory, be provided as a part of the Work of this Project so the specified work or system functions, and/or performs as required by the specification. To infer the intent is otherwise, is to render the specified work or system less than required.

- C. Except as specifically noted, provide and pay for:
  - 1. Labor, materials and equipment.
  - 2. Tools, construction equipment and machinery.
  - 3. Water, heat and utilities required for construction.
  - 4. Other facilities and services necessary for proper execution and completion of the Work.
- D. Pay sales, consumer, use and similar taxes for the Work or portions thereof.
- E. Secure and pay for, as necessary for proper execution and completion of the Work, and as applicable at time of receipt of Bids:
  - 1. Permits.
  - 2. Government fees.
  - 3. Licenses.
- F. Give required notices for operations which may disturb the functions of adjacent facilities.
- G. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of the Work.
- H. Promptly submit written notice, within five business days of discovery, to the Architect of observed variance of Contract Documents from legal requirements.
- I. Lay out all work and be responsible for all lines, elevations, measurements of the building, utilities and site work executed under the Contract. Verify the figures shown before laying out the Work and be responsible for any error resulting from failure to do so. Employ a competent registered engineer or registered land surveyor, approved by the Architect and Owner, for establishing all lines, levels and dimensions, and place at the disposal of the Architect, as required for checking purposes.
- J. Enforce strict discipline and good order among employees. Do not employ persons not skilled in assigned task.
- K. Notify all trades, sub-contractors and suppliers of all designated alternatives and be responsible for their coordination.
- L. At your option, certain indicated materials and/or procedures are specified herein to be used in lieu of other indicated materials and/or procedures, at no change in Contract Price. Such options should be analyzed and coordinated during the bidding period, so that the selection of any may immediately be brought to the Architect's attention, once the Contract is awarded (within thirty days thereafter).

#### 1.5 HEALTH AND SAFETY PRECAUTIONS

- A. OSHA:
  - 1. These construction documents, and the joint and several phases of construction hereby contemplated, are to be governed, at all times, by the applicable portions of the Federal Laws, including but not limited to, the latest amendments of the following:
    - a. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956;

- b. Part 1910 - Occupational Safety and Health Standards, Title 29, Code of Federal Regulations, as amended to date;
  - c. Part 1926 - Safety and Health Regulations for Construction, Title 29, Code of Federal Regulations, as amended to date.
  2. This Project, the Contractor and his sub-contractors shall, at all times, be governed by applicable Chapters of Title 29, Code of Federal Regulations, Part 1926 - Safety and Health Regulations for Construction, as amended to date.
    - a. Note: Furnish the Owner and Architect copies of all accident reports.
- B. Dig Safe:
1. All excavations near underground public utility facilities shall be performed in accordance with Rhode Island State law, Title 39, Amended July 1, 1984 (Chapter 39-1.2).
- C. Emergencies:
1. Should tornado, hurricane, gale or heavy wind warnings be issued, take precautions to minimize the danger to persons, to the work, and to the adjacent property. Damage caused to any part of the work shall be rectified or replaced to the complete satisfaction of the Architect and Owner and at no expense to the Owner. Injury to personnel or damage to adjacent property because of the work shall be the complete responsibility of the Contractor, and he accepts exclusive responsibility for same.
- D. Loading:
1. Do not load any part of the existing work involved in this Contract, during construction, with a load greater than it is calculated to carry with safety. Should any accidents or damage occur through any violation of this requirement, the Contractor shall be held responsible under his Contract and Bond. When, in the opinion of the Architect, portions of the existing areas appear to be overloaded, it shall be the Contractor's responsibility to prove otherwise, or the Contractor shall follow the instructions of the Architect in connection with reduction of the loads.
  2. Contractor to review existing site conditions and survey to determine location of underground utility systems and structures. Protect systems from damage. Repair, replace any existing to remain systems, unless noted otherwise.

## 1.6 PROJECT RECORD DOCUMENTS

- A. Maintain at job site, one copy of:
1. Contract Drawings.
  2. Specifications.
  3. Addenda.
  4. Reviewed Shop Drawings.
  5. Record Drawings.
  6. Change Orders.
  7. Other modifications to Contract.
  8. Field Test Reports.
  9. Approved materials, samples and colors.
- B. Store documents in approved field construction office, apart from documents used for construction.
- C. Provide files and racks for storage of documents.
1. Provide red pen or pencil for all marking.
- D. File documents in accordance with Project Filing Format of MASTERFORMAT.