

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY**

**JAMESTOWN, RHODE ISLAND**

**CONTRACT NO. 21-03**

**NEWPORT/PELL BRIDGE  
PHASE I - AET Conversion  
September 17, 2021**

**WSP USA  
PROVIDENCE, RHODE ISLAND**

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RHODE ISLAND**

**CONTRACT NO. 21-03**

**NEWPORT/PELL BRIDGE PHASE I – AET CONVERSION**

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**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RHODE ISLAND**

**CONTRACT 21-03**

**NEWPORT/PELL BRIDGE PHASE I – AET CONVERSION**

**NOTICE TO CONTRACTORS**

Proposals addressed to the Rhode Island Turnpike and Bridge Authority (Authority) for Contract No. 21-03 Newport/Pell Bridge Phase I – AET Conversion. will be received by the Authority at One East Shore Road, Jamestown, Rhode Island 02835, until 4:00 PM on October 01, 2021. Please note that the bidder is responsible for verifying that Federal Express or other mail delivery can be received by the time noted.

The Rhode Island Turnpike and Bridge Authority (RITBA) will require civil construction services associated with the conversion to cashless All Electronic Tolling (AET) at the Jamestown Plaza of the Newport Pell Bridge. This is an accelerated Contract to channelize both lanes of Route 138, both eastbound and westbound, through the existing AET lane. The revised traffic configuration will no longer permit vehicles to enter the existing gated tolls. The civil contractor will work in conjunction with the Toll System Integrator (TSI) and will coordinate with the TSI who will be performing work in the same general vicinity. The scope of work for the civil contractor will include the following major items which will be performed in accordance with the contract drawings and contract specifications:

- Maintenance and Protection of Traffic
- Clearing of vegetation
- Removal of pavement markings and pavement symbols
- Installation of new signage, pavement markings and pavement symbols
- Installation of temporary pavement
- Installation of temporary concrete and steel barriers
- Fabrication and installation of new overhead sign panels
- Saw cutting of pavement loops in pavement

Defined Work Pay Items shall be performed and completed by December 10, 2021 with additional milestones included in the Contract Specifications. The Optional On-Call Pay Items will be performed on an on-call basis throughout the life of the Contract. Provisions for escalation of unit prices for the Optional On-Call work items for the optional one-year extension to the Contract are provided for in the Contract Specifications.

Proposal Forms, Contract Drawings, Supplementary Specifications, and other Contract Documents for the work are available in electronic format through the Rhode Island Turnpike and Bridge Authority. All Bidders must obtain Contract Documents directly from the Authority and Contract Documents are not transferrable. To arrange for obtaining the electronic format Contract Documents, please contact [procurement@ritba.org](mailto:procurement@ritba.org). Provide in the subject line the contract number and the name of your firm.

2004 Edition Amended March 2018 of State of Rhode Island Standard Specifications for Road and Bridge Construction, with all amendments and supplements through February 2021, are cited within the Contract Documents and are available through the Rhode Island Department of Transportation website.

The proposal shall be submitted in hard copy format utilizing the forms included in the Contract Documents. Bidders shall submit two hard copies of the Proposal to the Authority. Contract Documents are not transferable to other parties for bidding purposes.

Prospective bidders are notified that there is a Pre-Bid Meeting at which all bidders are encouraged to have a representative in attendance. Prospective bidders or their representatives may not contact any employee of the Authority or WSP regarding this Contract from the date of advertisement through the bid date, except in writing. Questions or clarifications concerning the Contract Documents shall be submitted by e-mail to [procurement@ritba.org](mailto:procurement@ritba.org) no later than 12:00 PM on September 27, 2021.

The Bidder's attention is directed to the fact that the Rhode Island Turnpike and Bridge Authority is soliciting bids from qualified contractors who shall assume sole responsibility for the quality of materials and workmanship. Statement of Qualifications forms are to be completed by each Bidder to enable the Authority to evaluate company and personnel experience. Equipment and financial status must be attached to each Proposal.

For joint ventures (JV), all the parties comprising the joint venture shall complete the Statement of Qualifications individually and the JV shall include their partnership agreement with the bid. Financial statements of each party shall be submitted with the Statement of Qualifications. Also included shall be a listing of the personnel and their respective responsibilities in the JV. All other bid and Contract forms shall be executed by the JV. A mission or purpose statement indicating breakdown of work, if applicable, shall also be enclosed with the bid. The Authority shall consider the JV and its underlying parties and may evaluate against the JV if it is in the best interest of the Authority. In such case, this may be a just cause of rejecting such a bid.

Failure of any Bidder to submit completed Statement of Qualifications forms with his Proposal may be a cause for rejection of their bid.

No change shall be made in the phraseology of the Proposal or in the items mentioned therein. Proposals that contain any omissions, erasures, alterations, additions, or items not called for in the Proposal or that contain irregularities of any kind, may be rejected as not responsive.

A certified check payable to the Rhode Island Turnpike and Bridge Authority in an amount not less than ten (10) percent of the total amount of the bid price, or a bid bond not less than ten (10) percent of the total amount of the bid price, must accompany each Proposal as a guarantee that the Contract will be entered into if awarded. Proposal guarantees will be returned after the Contract has been executed.

Each Proposal shall be addressed as previously given and delivered through the mail or otherwise to that address. Proposals, with accompanying check or bid bond, shall be enclosed in an opaque sealed envelope that shall be suitably marked.

Any bond required under the provisions of this Contract and Proposal shall only be issued by and originate with an agent lawfully constituted, licensed, and registered in the State of Rhode Island.

A Contract Performance Bond of one hundred (100) percent of the Contract price with a surety company that is satisfactory to the Authority will be required of the successful Bidder.

The Authority reserves the right to reject any or all bids or to waive any informality in bids received. The Authority will consider only those bids received from parties who have obtained Contract Documents directly from the Authority. Bids received from firms whose names are not recorded by the Authority as having secured documents for this Contract will be rejected.

The Authority intends to award the Contract, if an award is made, as soon as practicable after receipt and evaluation of bids. The Authority will not be obligated to make the award to the low bidder but may select the bidder it deems most qualified based on its review of the proposal materials. The successful bidder shall execute and deliver the Contract, the required Contract Performance Bond, and evidence of specified insurance coverage upon receipt of Notice of Intent to Award. Notice to Proceed and execution of the Contract will be given upon approval of Contractor's insurance and bonds and Contractor shall start work within one (1) day after receipt of Notice to Proceed. The Contractor may not start the work before the required bonds and insurance policies have been submitted and approved, or as otherwise stated herein, and shall complete the work on or before the date indicated in the Proposal.

Contractors wishing to submit a proposal on this work are encouraged to have a representative present at the Pre-Bid meeting to be held at 10:00 AM on September 22, 2021 at the RITBA offices at the Newport Bridge.

The Authority intends to adhere to the following schedule:

1. Drawings Available to Contractors – September 17, 2021
2. Pre-Bid Meeting – 10:00 AM September 22, 2021  
Deadline for written questions by Contractors – 12:00 PM September 27, 2021
3. Answers to Contractors Questions and any Addendum Distribution – September 29, 2021
4. Receive proposals by 4:00 PM on October 01, 2021
5. Review and evaluate proposals with Notice of Intent to Award – October 06, 2021
6. Contractor to submit required insurance and Contract Bond by October 08, 2021
7. Execute Contract and issue Notice to Proceed – October 11, 2021
8. Contractor to start work no later than October 12, 2021
9. Contractor shall complete all work on or before December 10, 2021 and according to Contract Milestones and subject to incentives and penalties as per Contract Documents.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY**

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RHODE ISLAND**

**CONTRACT NO. 21-03**

**NEWPORT/PELL BRIDGE  
PHASE I – AET CONVERSION**

**LIST OF DRAWINGS - Page 1 of 1**

<b>SHEET NO.</b>	<b>TITLE</b>	
1	Cover	
2	Standard Plan Symbols and Standard Legend	
3	Standard Notes	
4	Construction Details	
5	Typical Section	
6	General Plan 1	
7	General Plan 2	
8	General Plan 3	
9	Sign Summary	
10	Guide Sign Plan	
11	Guide Sign Details	
12	MPT Stage 1 - 1 of 3	
13	MPT Stage 1 - 2 of 3	
14	MPT Stage 1 - 3 of 3	
15	MPT Stage 2 - 1 of 3	
16	MPT Stage 2 - 2 of 3	
17	MPT Stage 2 - 3 of 3	
18	MPT Typical Details	

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RI**

**CONTRACT NO. 21-03**

**NEWPORT/PELL BRIDGE  
PHASE I – AET CONVERSION**

**PROPOSAL**

The undersigned Bidder has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work, has carefully examined the Drawings, the Specifications (which consist of the Rhode Island Standard Specifications for Road and Bridge Construction, Amended 2018 Edition, including subsequent corrections and addenda through February, 2021 and Special Provisions of the Rhode Island Turnpike and Bridge Authority) the Proposal form, the form of Contract Agreement, and the form of Contract Bond, which are acknowledged to be a part of this Proposal, and he thoroughly understands their stipulations, requirements, and provisions.

The undersigned Bidder has determined the quality and quantity of equipment and materials required, has investigated the location and determined the sources of supply of the materials required, has investigated labor conditions, and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute upon receipt of Notice of Award the required Contract Agreement, the required Contract Performance Bond, and certificates of required insurance, of which the Contract, this Proposal, the Drawings for the work, and the Specifications as above indicated shall be a part.

The undersigned Bidder further agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction to do all the work, and furnish all the materials of the specified requirements that are necessary to complete the work in accordance with the Proposal, the Drawings, and the Specifications and agrees to accept therefore, as payment in full, the Contract Unit Price for the actual quantities of work described in the Specifications as set forth in this Proposal.

There is a Minority/Disadvantaged/Woman-Owned Business Enterprise Program for this project. The percentage goal for this project is 10% of the overall bid price (excluding Optional Pay Items).

### Defined Work Pay Items

Item Description and Written Bid Prices	Estimated Quantity	Unit	Unit Price/Unit (Figures)	Total
1. Bonds _____ Dollars and _____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____
2. Insurance _____ Dollars and _____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____
201.032 Clearing and Grubbing _____ Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____
201.9901 Remove and Stockpile on Site Plastic Curb _____ Linear Foot	2050	LF	\$ _____ Linear Foot	\$ _____
206.0301 – Compost Filter Tube _____ Dollars and _____ Cents Linear Foot	1000	LF	\$ _____ Linear Foot	\$ _____
302.01 – Gravel Borrow Subbase Course _____ Dollars and _____ Cents Cubic Yard	20	CY	\$ _____ Cubic Yard	\$ _____
401.1 – Class 19.0 HMA _____ Dollars and _____ Cents Ton	40	TON	\$ _____ TON	\$ _____
910.9901 – Cut Bituminous Rubble Strips _____ Dollars and _____ Cents Linear Foot	300	LF	\$ _____ Linear Foot	\$ _____



**Defined Work Pay Items (Continued)**

Item Description and Written Bid Prices	Estimated Quantity	Unit	Unit Price/Unit (Figures)	Total
922.01 – Temporary Construction Signs Standard 29.1.0 and 27.1.1 <hr/> Dollars and _____ _____ Cents Square Foot	520	SF	\$ _____ Square Foot	\$ _____
923.015 Drum Barricade Standard 26.2.0 <hr/> Dollars and _____ _____ Cents Barrel Day	6,482	BDAY	\$ _____ Barrel Day	\$ _____
923.0125 Plastic Pipe Type III Barricade Standard 26.3.1 <hr/> Dollars and _____ _____ Cents Each	8	EA	\$ _____ Each	\$ _____
923.02 Fluorescent Traffic Cones Standard 26.1.0 <hr/> Dollars and _____ _____ Cents Each	500	EA	\$ _____ Each	\$ _____
924.0113 Advance Warning Arrow Panel <hr/> Dollars and _____ _____ Cents Per Day	56	PDAY	\$ _____ Per Day	\$ _____
925.0112 Portable Changeable Message Sign <hr/> Dollars and _____ _____ Cents Per Day	1,136	PDAY	\$ _____ Per Day	\$ _____
926.014 Reflective Delineators for Temporary Concrete Barriers <hr/> Dollars and _____ _____ Cents Each	24	EA	\$ _____ Each	\$ _____

**Defined Work Pay Items (Continued)**

Item Description and Written Bid Prices	Estimated Quantity	Unit	Unit Price/Unit (Figures)	Total
926.021 - Unanchored Barrier for Temporary Traffic Control <hr/> Dollars and _____ Cents Linear Foot	1,216	LF	\$ _____ Linear Foot	\$ _____
926.9901 – Moveable Thomas Barrier <hr/> Dollars and _____ Cents Each	2	EA	\$ _____ Each	\$ _____
928.021 - Shadow or Advance Warning Vehicle With Impact Attenuator and Flashing Arrow Board <hr/> Dollars and _____ Cents Hours	448	HRS	\$ _____ Hours	\$ _____
931.011 – Cleaning and Sweeping Pavement <hr/> Dollars and _____ Cents Hundred Square Yards	228	HSY	\$ _____ Hundred Square Yards	\$ _____
932.0200 – Full Depth Sawcut of Bituminous Pavement <hr/> Dollars and _____ Cents Linear Foot	104	LF	\$ _____ Linear Foot	\$ _____
937.02 – Maintenance and Movement Traffic Protection <hr/> Dollars and _____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____
936.01 - Mobilization and Demolition <hr/> Dollars and _____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____

**Defined Work Pay Items (Continued)**

Item Description and Written Bid Prices	Estimated Quantity	Unit	Unit Price/Unit (Figures)	Total
T15.0100 Directional Regulatory and Warning Signs <hr/> Dollars and _____ Cents <hr/> Square Foot	200	SF	\$ _____ Square Foot	\$ _____
T17.9901 – Modify Existing Overhead Mounted Sign Panel <hr/> Dollars and _____ Cents <hr/> Each	6	EA	\$ _____ Each	\$ _____
T16.9901 Modify Existing Ground Mounted Sign Panel <hr/> Dollars and _____ Cents <hr/> Each	3	EA	\$ _____ Each	\$ _____
T17.0100 Overhead Sign Panels <hr/> Dollars and _____ Cents <hr/> Square Foot	756	SF	\$ _____ Square Foot	\$ _____
T20.2406 6 Inch White Final Epoxy Resin Pavement Markings <hr/> Dollars and _____ Cents <hr/> Linear Foot	5,980	LF	\$ _____ Linear Foot	\$ _____
T20.2806 6 Inch Yellow Final Epoxy Resin Pavement Markings <hr/> Dollars and _____ Cents <hr/> Linear Foot	2,780	LF	\$ _____ Linear Foot	\$ _____
T20.4506 Remove Pavement Marking Line – Less Than or Equal to 6 Inches Wide <hr/> Dollars and _____ Cents <hr/> Linear Foot	3,278	LF	\$ _____ Linear Foot	\$ _____

**Defined Work Pay Items (Continued)**

Item Description and Written Bid Prices	Estimated Quantity	Unit	Unit Price/Unit (Figures)	Total
T20.4508 Remove Pavement Marking Line – Greater Than 6 Inches Wide  _____ Dollars and _____ Cents _____ Linear Foot	1,088	LF	\$ _____ Linear Foot	\$ _____
T20.4520 Remove Pavement Marking Word (“ONLY”, “STOP”, “YIELD”, “AHEAD”, “XING”, “SCHOOL”, or OTHER  _____ Dollars and _____ Cents _____ Each	14	EA	\$ _____ Each	\$ _____

**TOTAL DEFINED WORK:**

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

The attached Drawings and these Specifications indicate the work to be performed.

All work shall comply with all Federal Wage Rates as applicable, union wage rates, and applicable regulations.

The undersigned Bidder declares that this Proposal is made without connection with any other person or persons making Proposals for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder submits herewith Proposal Guaranty consisting of a certified check in the amount of \$\_\_\_\_\_ or a Proposal Bond in the amount of \$\_\_\_\_\_ and agrees and consents that the Proposal Guaranty shall be forfeited to the Authority as liquidated damages if the required Contract Agreement and Contract Bond are not executed within seven (7) calendar days from the date of the Notice of Award.

The undersigned Bidder further agrees, if awarded the Contract on this Proposal, to begin work within three (3) calendar days after the date of receipt of Notice to Proceed unless otherwise specified under Special Provisions or permitted by the Engineer, and further agrees to complete the work as per the milestones included in the Contract with all work completed on or before December 10, 2021.

The undersigned hereby acknowledges receipt of the following addenda:

Addenda No.	Dated

\_\_\_\_\_ Contractor

By: \_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_

Being a {corporation incorporated under the laws } composed of  
{of the State of \_\_\_\_\_} Officers,  
{ }  
{partnership} partners, or  
{individual} owner

\_\_\_\_\_ Title

\_\_\_\_\_ Title

\_\_\_\_\_ Title

\_\_\_\_\_ Title

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RI**

**CONTRACT NO. 21-03**

**NEWPORT/PELL BRIDGE  
PHASE I – AET CONVERSTION**

**STATEMENT OF QUALIFICATIONS – PRIME CONTRACTOR  
BUSINESS REFERENCES AND EQUIPMENT AVAILABLE**

(for attachment to Proposal form)

NAME OF BIDDER \_\_\_\_\_

PRINCIPAL OFFICE \_\_\_\_\_  
(Street or P.O. Box)      (City)      (State)      (Zip)

1. Are you an individual , a partnership , a corporation , or a joint venture ?  
(Check as applicable).

If a corporation, list names of officers and directors and state of incorporation; if a partnership or a joint venture, list names and addresses of partners or ventures; if any partner or venturer is a corporation, partnership or joint venture, list the information requested above for each such corporation, partnership and joint venture.

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2. How many years has your organization been in business as a contractor under your present business name? \_\_\_\_\_

3. How many years of experience has your organization had in construction work similar to the work you are interested in bidding (Miscellaneous Bridge Repairs)? \_\_\_\_\_  
\_\_\_\_\_

(a) As a general contractor? \_\_\_\_\_

(b) As a subcontractor? \_\_\_\_\_

4. List below construction projects of a value of over \$5,000,000, involving work similar to that required under this Contract, which your organization has completed in the last ten years.

Location of Work \_\_\_\_\_

Year \_\_\_\_\_

Contract Price \_\_\_\_\_

Kind of Construction \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Owner \_\_\_\_\_

Address \_\_\_\_\_  
(Use blank sheet if additional space is needed)

-----  
Location of Work \_\_\_\_\_

Year \_\_\_\_\_

Contract Price \_\_\_\_\_

Kind of Construction \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Owner \_\_\_\_\_

Address \_\_\_\_\_  
(Use blank sheet if additional space is needed)



5. List below present projects of all types under way for each company or each venturer, on this date.

6. References: Name only the engineers or owners including the public agencies for whom you have performed work:

7. Reference is hereby made to the following bank or banks as to the financial responsibility of the Bidder:

8A. Name of Project Manager who will be responsible for operations under this Contract.

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8B. Home Address \_\_\_\_\_

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8C. Total years experience in the field of general contracting including miscellaneous bridge repairs.

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8D. Total years experience as Project Manager in general contracting including miscellaneous bridge repairs.

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8E. Project Manager's total experience with this company.

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8F. Project Manager's total experience with this company as Project Manager.

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8G. Project Manager's previous employers and nature of work done during ten (10) years prior to employment with this firm.

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8H. Detailed description of proposed Project Manager's experience as Project Manager during past ten (10) years.

Completion Date	Location	Description of Project

(Use blank sheet if additional space is needed)

9A. Name of Construction Superintendent who will be responsible for this Contract.  
\_\_\_\_\_

9B. Home Address \_\_\_\_\_  
\_\_\_\_\_

9C. Total years experience in the field of general contracting including miscellaneous bridge repairs.  
\_\_\_\_\_

9D. Total years experience as Construction Superintendent in general contracting including miscellaneous bridge repairs.  
\_\_\_\_\_

9E. Construction Superintendent's total experience with this company.  
\_\_\_\_\_

9F. Construction Superintendent's total experience with this company as Construction Superintendent.  
\_\_\_\_\_

9G. Construction Superintendent's previous employers and nature of work done during ten (10) years prior to employment with this firm.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9H. Detailed description of proposed Construction Superintendent's experience as Construction Superintendent during past ten (10) years.

Completion Date	Location	Description of Project

(Use blank sheet if additional space is needed)

10A. Name of Quality Assurance Officer who will be responsible for this Contract.  
\_\_\_\_\_

10B. Home Address \_\_\_\_\_  
\_\_\_\_\_

10C. Total years experience in the field of general contracting including miscellaneous bridge repairs.  
\_\_\_\_\_

10D. Total years experience as Quality Assurance Officer in general contracting including miscellaneous bridge repairs.  
\_\_\_\_\_

10E. Quality Assurance Officer's total experience with this company.  
\_\_\_\_\_

10F. Quality Assurance Officer's total experience with this company as Quality Assurance Officer.  
\_\_\_\_\_

10G. Quality Assurance Officer's previous employers and nature of work done during ten (10) years prior to employment with this firm.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10H. Detailed description of proposed Quality Assurance Officer's experience as Quality Assurance Officer during past ten (10) years.

Completion Date	Location	Description of Project

(Use blank sheet if additional space is needed)

11A. Name of Safety Officer who will be responsible for this Contract.  
\_\_\_\_\_

11B. Home Address \_\_\_\_\_  
\_\_\_\_\_

11C. Total years experience in the field of general contracting including miscellaneous bridge repairs.  
\_\_\_\_\_

11D. Total years experience as Safety Officer in general contracting including miscellaneous bridge repairs.  
\_\_\_\_\_

11E. Safety Officer's total experience with this company.  
\_\_\_\_\_

11F. Safety Officer's total experience with this company as Safety Officer.  
\_\_\_\_\_

11G. Safety Officer's previous employers and nature of work done during ten (10) years prior to employment with this firm.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11H. Detailed description of proposed Safety Officer's experience as Safety Officer during past ten (10) years.

Completion Date	Location	Description of Project

(Use blank sheet if additional space is needed)

12A. Name of Scheduler who will be responsible for this Contract.  
\_\_\_\_\_

12B. Home Address \_\_\_\_\_  
\_\_\_\_\_

12C. Total years experience in the field of general contracting including miscellaneous bridge repairs.  
\_\_\_\_\_

12D. Total years experience as Scheduler in general contracting including miscellaneous bridge repairs.  
\_\_\_\_\_

12E. Scheduler's total experience with this company.  
\_\_\_\_\_

12F. Scheduler's total experience with this company as Scheduler.  
\_\_\_\_\_

12G. Scheduler's previous employers and nature of work done during ten (10) years prior to employment with this firm.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12H. Detailed description of proposed Scheduler's experience as Scheduler during past ten (10) years.

Completion Date	Location	Description of Project

(Use blank sheet if additional space is needed)

13. Financial statement of the firm bidding for the job, of the last two (2) years.

(Insert separate sheet)

14. List of major equipment proposed to be used on this Project.

No.	Description	Capacity	Condition & Age	Owner Leased or to be Purchased New

The undersigned represents and warrants that the foregoing information is true and accurate to the best of his knowledge and the undersigned intends that the Rhode Island Turnpike and Bridge Authority rely thereon in awarding this Contract.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)

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

Date \_\_\_\_\_

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RI**

**CONTRACT NO. 21-03**

**NEWPORT/PELL BRIDGE  
AET – PHASE I CONVERSION**

**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the Principal, as Principal, and the \_\_\_\_\_  
\_\_\_\_\_, of \_\_\_\_\_ a corporation duly  
organized under the laws of \_\_\_\_\_ hereinafter called the Surety, as  
Surety, are held and firmly bound unto the Rhode Island Turnpike and Bridge Authority, hereinafter  
called the Obligee, in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_  
\_\_\_\_\_), for the payment of which sum will and truly be made, the said Principal and the said  
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RITBA Contract 21-03 Newport/Pell  
Bridge Phase I – AET Conversion.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal  
shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give  
such bond or bonds as may be specified in the bidding or Contract Documents with good and  
sufficient surety for the faithful performance of such Contract and for the prompt payment of labor  
and material furnished in the prosecution thereof, or, in the event of failure of the Principal to enter  
such contract and give such bond or bonds, if the Principal shall pay to the Obligee the full amount  
of this Proposal Bond as liquidated damages, then this obligation shall be null and void, otherwise  
it shall remain in full force and effect.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

In the presence of:

\_\_\_\_\_(Seal)  
PRINCIPAL

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_(Seal)  
SURETY

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE



**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RI**

**CONTRACT NO. 21-03**

**NEWPORT/PELL BRIDGE  
AET – PHASE I CONVERSION**

**CONTRACT AGREEMENT**

This Contract Agreement, executed in the Town of Jamestown in the State of Rhode Island, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Rhode Island Turnpike Authority, hereinafter called the Authority, and \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

That for and in consideration of payments hereinafter mentioned to be made by the Authority, the Contractor agrees to furnish all equipment, machinery, tools, and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement, to assume sole responsibility for the quality of materials and workmanship, and to do and perform all work in the performance of Contract No. 21-03 Newport/Pell Bridge Phase I – AET Conversion Miscellaneous Repairs, in strict conformity with the provisions of this Contract Agreement, the Notice to Contractors, the Proposal, the Specifications, and the Drawings, as defined in the Specifications. The said Notice to Contractors, Proposal, Specifications, and Drawings are hereby made a part of this Contract Agreement as fully and to the same effect as if the same had been set forth at length in the body hereof.

As security for the full and faithful performance of this Contract and all the incidents thereto, the Contractor has made and furnished a Contract Bond with \_\_\_\_\_ as Surety, which is accepted by the Authority and made a part of this Contract.

In consideration of the foregoing premises, the Authority agrees to pay the Contractor such price for the work actually done as set out in the accompanying Proposal, in the manner provided in the said Specifications.

Contractor shall be prepared to begin work to be performed under this Contract as set forth in the Proposal within three (3) calendar days after receipt of Notice to Proceed.

The Authority shall have the right to repudiate this Contract, terminate the right of the Contractor to attempt further performance thereof, and require the surety on the bond of the Contractor to pay the penalty thereof, if the Contractor becomes insolvent, is adjudicated as bankrupt, made an assignment for the benefit of creditors, suffers a petition in bankruptcy to be filed against it, has a receiver appointed for it or its property, or assigns this Contract without the written consent of the Authority thereto being first had and obtained; or if the Authority's Engineer shall certify in writing that for a period of three days or more, the Contractor has neglected or refused unreasonably to provide a sufficiency of properly skilled

workmen or a sufficient quantity of material of proper quality, or that it has otherwise unreasonably delayed the performance of the contract.

No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, national origin, or ancestry.

For a second or any subsequent violation of the provisions of this Contract relating to discrimination or intimidation, this Contract may be cancelled or terminated by the Authority, and all money due, or to become due hereunder, may be forfeited, at the option of the Authority.

The Contractor shall deliver a Performance Bond and a Payment Bond to the Authority each in the amount of this Contract, executed upon forms approved by the Authority, by itself and a surety company or companies acceptable to the Authority, and qualified to do business under the laws of the State of Rhode Island, insuring the faithful performance of all the terms of this Contract and the settlement of claims or other liabilities caused by or incident to the execution of said Contract as well as such other items as may be required by the laws of the State of Rhode Island.

Insurance policies provided by the Contractor in which the Authority shall be named as the insured, shall be deemed to be the property of the Rhode Island Turnpike and Bridge Authority so long as any work under the Contract remains in performance and no cancellation of any such policy will be permitted. No changes in any insurance coverages in which the Contractor shall be named as the insured and covering the risk involved in the doing of the work shall in any way be altered during the progress of the work except to renew any such policy the term of which may expire during the performance of the work. In the event of the expiration of any such policy during the performance of the work, a renewal policy shall be provided to the Authority at least ten (10) days in advance of such expiration.

The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed by the Engineer, and shall be conducted in such a manner and with such materials, equipment, and labor as are considered necessary by the Engineer to insure its completion within the time set forth in the Proposal.

Should the prosecution of the work for any reason be discontinued by the Contractor, with the consent of the Engineer, the Contractor shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

This Contract has been executed in duplicate and is binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

This Contract or any interest therein shall not be assigned by the Contractor without the written consent of the Authority, first had and obtained, which consent shall be effective only if given by a duly adopted resolution of the Authority.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their names  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR

RHODE ISLAND TURNPIKE  
& BRIDGE AUTHORITY

Name: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RI**

**CONTRACT NO. 21-03**

**NEWPORT/PELL BRIDGE  
PHASE I – AET CONVERSION**

**CONFIDENTIALITY AGREEMENT**

1. This Confidentiality Agreement shall govern the disclosure to and use by \_\_\_\_\_ **(Contractor)** for bidding purposes of **any and all** Protected Materials provided by the Rhode Island Turnpike and Bridge Authority (Authority) or their agents, for **Contract 21-03**, including the **Contract Drawings and Specifications including any and all Contract Addenda**.
2. For purposes of this Agreement the **Authority** may designate as protected any documents, in addition to the Contract Documents, including specifications, materials, disks, CD-ROMs and archived documents, which the **Authority** deems to be confidential or sensitive in nature and not generally available to the public.
3. These Protected Materials provided by the **Authority** to the **Contractor** in connection with **Contract 21-03** shall be disclosed only to those entities designated by the **Contractor** as explicitly authorized to view these Protected Materials on behalf of the **Contractor**.
4. The **Contractor** agrees to the following:
  - a) That **any and all Authority Protected Materials and archived documents** pertaining to the Project Work, and made available to the **Contractor and** its employees, consultants, sub consultants, contractors, subcontractors and agents, and their respective employees, shall be kept at all times safe, secure, and confidential.
  - b) The **Contractor** warrants that all such **Authority** archived documents pertaining to Project Work, shall be relinquished to the **Authority** at the completion of the project bidding process or will be guaranteed and certified by the **Contractor** as destroyed. The **Contractor** further warrants that its employees, consultants, sub consultants, contractors, subcontractors and agents, and their respective employees, shall not retain any Authority protected materials or copies of such materials after the completion of the bidding process.

**THIS AGREEMENT HAS BEEN DULY EXECUTED THIS** \_\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_\_.

\_\_\_\_\_  
Print Name and **Authorized** Title

\_\_\_\_\_  
Representing

\_\_\_\_\_  
Signature



RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RI

CONTRACT NO. 21-03

NEWPORT/PELL BRIDGE  
PHASE I – AET CONVERSION

**NON-COLLUSION AFFIDAVIT AND VERIFICATION**

STATE OF \_\_\_\_\_

}  
ss}  
}

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_  
of the City of \_\_\_\_\_ in the County of \_\_\_\_\_  
and the State of \_\_\_\_\_ and of  
full age, being duly sworn according to law on my oath, depose and say that:

I am \_\_\_\_\_ of the firm (or  
corporation or joint venture) of \_\_\_\_\_, the  
Contractor for the above named project, and that I executed the said Contract with full authority  
so to do; that said Contractor has not, directly or indirectly, entered into any agreement,  
participated in any collusion, or otherwise taken any action beyond the free submittal of a Proposal  
in connection with the above named project; and that all statements contained in the Contract and  
in this affidavit, are true and correct, and made with full knowledge that the RHODE ISLAND  
TURNPIKE AND BRIDGE AUTHORITY relies upon the truth of the statements contained in this  
affidavit in executing the Contract for the said project.

I further warrant that I or the firm, corporation or other entity that  
I represent has not employed or retained any company or person, other than a bonafide employee  
working solely for me or said entity, to solicit or secure this Contract, and that I have not, nor has  
the entity I represent paid or agreed to pay any company or person, other than a bonafide  
employee working solely for me or the aforesaid entity I represent, any fee, commission,  
percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the  
award or making of any contract connected with the above named project.

\_\_\_\_\_  
(Also type or print name  
of affiant under signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_\_

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RI

CONTRACT NO. 21-03

NEWPORT/PELL BRIDGESON-CALL BRIDGE  
PHASE I – AET CONVERSION

**INSPECTION AFFIDAVIT**

STATE OF \_\_\_\_\_

}  
ss}

COUNTY OF \_\_\_\_\_

}

I, \_\_\_\_\_  
of the City of \_\_\_\_\_ in the County of \_\_\_\_\_  
and the State of \_\_\_\_\_ and of  
full age, being duly sworn according to law on my oath, depose and say that:

I am \_\_\_\_\_ of the firm (or  
corporation or joint venture) of \_\_\_\_\_, the  
Contractor for the above-named project, and that I do hereby declare that I, or my duly authorized  
representative(s) did adequately inspect the Bridge and the bridge site on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and, I, hereby acknowledge that I have  
satisfied myself with regard to the characteristics of the site and the structure involved, and the  
general nature, quantity and extent of the work to be performed and materials furnished under  
this Contract.

\_\_\_\_\_  
(Also type or print name of affiant under signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_

**END OF INSPECTION AFFIDAVIT**

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RI**

**CONTRACT NO. 21-03**

**NEWPORT/PELL BRIDGE  
PHASE I – AET CONVERSION**

**WAGE RATES - STATE OF RHODE ISLAND**

**WAGES OF LABOR:** Title 37, Chapter 13, Section 6, of the General Laws of Rhode Island 1956, requires in part that the Contractor to whom the Contract is awarded and any subcontractor under him shall have ordinarily paid the prevailing rate of per diem wages and shall continue to pay the prevailing rate for holiday, regular, overtime, and other working conditions to all workmen needed to execute the Contract or work. Section 14 of said Chapter 13 also requires that Rhode Island citizens be given preference in employment.

The schedule of prevailing wage rates of per diem wages in the locality in which the work is to be performed for each craft, painter, mechanic, teamster, laborer, or type of worker needed to execute the Contract or work has been established on a minimum hourly basis and is on file in the office of the State Department of Labor. The Contractor shall pay not less than said minimum hourly wage rates and not less than the general prevailing rates for holiday, overtime, and other working conditions.

Copies of the Wage Rates are available at the office of the State Department of Labor. Positions not listed, as well as apprentice schedules and rates, will be allocated in accordance with the findings of the State Department of Labor. The Contractor shall obtain the latest rates as ascertained by the Rhode Island Department of Labor.

The Contractor shall provide certified payroll with the first payment requisition and with additional payment requisitions as directed by the Engineer. Certified payrolls will be reviewed by the Engineer for verification that prevailing wage requirements are met. Any payments to the Contractor shall be held by the Engineer if certified payrolls are not made available or if they do not verify compliance with prevailing wage requirements.



**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RI**

**CONTRACT NO. 21-03**

**NEWPORT/PELL BRIDGE  
PHASE I – AET CONVERSION**

**CONTRACT PERFORMANCE & LABOR BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT \_\_\_\_\_

\_\_\_\_\_ of

\_\_\_\_\_ hereinafter called the "Contractor", and \_\_\_\_\_

\_\_\_\_\_ hereinafter called the "Surety, a corporation authorized to execute surety bonds under the laws of the State of Rhode Island and Providence Plantations are held and firmly bounded unto the Rhode Island Turnpike and Bridge Authority, hereinafter called the "Authority", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, to the payment of which sum, well and truly to be made, Contractor and Surety herein firmly bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, Contractor did on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, enter into a written Contract with the Authority, being Contract No.21-03 Newport/Pell and Bridge Phase I – AET Conversion for approximately the sum of \_\_\_ Dollars (\$ \_\_\_\_\_)

NOW, THEREFORE, if Contractor, his or its executors, administrators, successors, shall in all things well and truly keep and perform the covenants, conditions, and agreements in the Contract and in any alterations thereof made as therein provided, on his or its part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Authority, and all of its officers, agents, employees, as therein stipulated, and shall also promptly pay for all such labor performed or furnished and for all such materials and equipment furnished, (which as to equipment shall mean payment of the reasonable rental value, as determined by said Authority through its Engineer for its use during the period of its use), as shall be performed or furnished for, and used in, the carrying on of the work covered by the Contract, or shall see that they are promptly paid for, whether or not said labor is directly performed for or furnished to Contractor or is even directly performed upon the work covered by the Contract, and whether or not said materials are furnished to Contractor or become component parts of said work, and whether or not said equipment is furnished to Contractor or even directly used upon said work; and shall also pay for all Worker's Compensation, Public Liability, Fire Insurance, Federal and State Unemployment, Social

Security and Compensation Taxes; then this obligation shall become and be null and void; otherwise it shall remain in full force and virtue.

This Bond is subject to all such rights and powers of said Authority and such other provisions as set forth in the Contract, Drawings, Specifications, and Proposal incorporated by reference in the Contract; and is subject also to all the rights of the Authority and others which are set forth with respect to such a bond in Chapter 12 of Title 37 of the General Laws of 1956 as amended; and is subject to the provisions that no extension of the time of performance of the Contract or delay in the completion of the work thereunder or any alteration thereof, made as therein provided, shall invalidate this Bond or release the liability of the Surety hereunder.

IN WITNESS WHEREOF said Contractor and Surety have hereunto set their respective names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESSES:

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Surety

By Attorney-in-Fact

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RI**

**CONTRACT NO. 21-03**

**NEWPORT/PELL BRIDGE  
PHASE I – AET CONVERSION**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that we the undersigned \_\_\_\_\_

\_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_  
with underwriting office at \_\_\_\_\_

\_\_\_\_\_ to which all communication in regard to this bond should be addressed, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to do business in the State of Rhode Island, as SURETY, are hereby held and firmly bound unto the Rhode Island Turnpike and Bridge Authority in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), (not less than one hundred percent of Total Contract Price bid) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the above-named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a written Contract with the Authority, being Contract No. 21-03 Newport/Pell Bridge PHASE I – AET Conversion On-Call Bridge Miscellaneous Repairs for approximately the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

NOW, THEREFORE, if said Principal shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations, for labor performed or materials, provisions, or other supplies, or fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, or any changes or modifications therein made as therein provided; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the Rhode Island Turnpike and Bridge Authority; and shall further indemnify and save harmless the Rhode Island Turnpike and Bridge Authority and ENGINEER, their officers, agents and servants and each and every one of them from any and all suits, actions and costs of any kind, character or description whatsoever which may be brought or instituted by any subcontractor, materialman, laborer, person, firm or corporation who (which) has performed work or furnished materials in or about the work required to be done pursuant to the said contract; then this obligation shall be void; otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the

Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefore, shall in anywise affect the obligations of said Surety on its bond.

IN WITNESS WHEREOF said Principal and Surety have hereunto set their respective names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS OR ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
Secretary  
(also print or type name and title)

\_\_\_\_\_  
\_\_\_\_\_  
Principal  
(also print or type name and title)  
(affix corporate seal of Principal)

WITNESS OR ATTEST:

\_\_\_\_\_  
(also print or type name and title)

\_\_\_\_\_  
Surety  
By Attorney-in-Fact

*Certification to the authority of the attorney in fact to commit the surety company, and a true and correct statement of the financial condition of said surety company must accompany this payment bond.*

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RI**

**CONTRACT NO. 21-03**

**NEWPORT/PELL BRIDGE ON-CALL BRIDGE  
PHASE I – AET CONVERSION**

**PROJECT SPECIFICATIONS**

THE 2004 EDITION AMENDED MARCH 2018 OF THE STATE OF RHODE ISLAND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, WITH ALL AMENDMENT AND SUPPLEMENTS THROUGH FEBRUARY, 2021, HEREINAFTER REFERRED TO AS THE "STANDARD SPECIFICATIONS", AS MODIFIED OR SUPPLEMENTED BY THE SPECIAL PROVISIONS SHALL GOVERN THE CONSTRUCTION OF THIS PROJECT. THE STANDARD SPECIFICATIONS ARE HEREBY MADE A PART OF THIS CONTRACT AS FULLY AND TO THE SAME EFFECT AS IF SET FORTH AT LENGTH HEREIN. IN CASE OF CONFLICT BETWEEN THE SPECIAL PROVISIONS AND THE STANDARD SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL TAKE PRECEDENCE AND SHALL GOVERN.



**CONTRACT 21-03**

**NEWPORT/PELL BRIDGE  
PHASE I – AET CONVERSION**

**SPECIAL PROVISIONS                      DIVISION I –  
GENERAL REQUIREMENTS & COVENANTS**

**PART 100 - GENERAL REQUIREMENTS AND COVENANTS**

**SECTION 101 – DEFINITIONS AND TERMS**

**101.01      ABBREVIATIONS**

Supplement this Section as follows:

R.I.T.B.A. or RITBA – Rhode Island Turnpike and Bridge Authority.

**101.03      AWARD**

Delete in its entirety and replace with the following:

The written acceptance by the Authority of the successful proposal consisting of the executed Contract Agreement.

**101.11      CONTRACT**

Delete the text and substitute the following:

The agreement between the Rhode Island Turnpike and Bridge Authority and Contractor for the performance of the prescribed work and consisting of the following:

- a.      Contract Agreement: The written statement, executed by the Authority and Contractor and approved by the Director of Engineering of the Rhode Island Turnpike and Bridge Authority, setting forth obligations of the parties for the performance of the work.
- b.      Contract Documents: All the documents and forms for this Contract contained herein, consisting of the Notice to Contractors, Proposal, Statement of Qualifications, Confidentiality Agreement, Minority/Disadvantaged/Women-Owned Business Enterprise Affidavit and Verification, Proposal Bond, Contract Agreement, Non- Collusion Affidavit and Verification, Inspection Affidavit, Wage Rates, Contract Performance Bond, Payment Bond, Standard Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Notice of Award, Notice to Proceed, and any subsequently executed Contract Addenda that are required to complete the

construction of the work in an acceptable manner, including authorized Contract Time Extensions.

- c. One Instrument: The executed Contract Agreement and the Contract Documents constitute one instrument; i.e., "the Contract."

**101.20 DEPARTMENT**

Delete the text and substitute the following:

The Rhode Island Turnpike and Bridge Authority

**101.22 DIVISION OF PURCHASES**

Delete the text and substitute the following:

Rhode Island Turnpike and Bridge Authority

**101.23 ENGINEER**

Delete "Chief Engineer of the Division of Public Works" and substitute the following:

The Director of Engineering of the Rhode Island Turnpike and Bridge Authority

**101.42 NOTICE OF TENTATIVE AWARD**

Delete the second sentence, "This communication..." and replace with the following:

This communication instructs the successful bidder to submit within three (3) business days of the receipt of this Notice of Intent to Award the duly executed Contract Agreement, Contract Bonds and the required Certificate of Insurance.

**101.51 PURCHASE ORDER**

Delete in its entirety without replacement.

**101.64 SPECIFICATIONS**

- (e) Federal Wage Rates

Delete the text and substitute the following:

Prevailing Wage Rates for all trades as determined by the Rhode Island Department of Labor will be the applicable wage rates for all trades employed on this Project.

**101.68 STATE**

Delete the text and substitute the following:

The Rhode Island Turnpike and Bridge Authority



**101.71 SUBSTANTIAL COMPLETION**

Delete the text and substitute with the following:

The term "Substantial Completion" means the point at which the performance of all work on the Project has been completed except final cleanup, and repair of unacceptable Work, and provided the Engineer has determined, in his sole discretion, that:

- a. The Project is safe and convenient for use by the public, and,
- b. Failure to complete the work and repairs excepted above would not result in the deterioration of other completed work; and, provided further, that the value of work remaining to be performed, repairs and cleanup, is less than 2 percent of the Total Adjusted Contract Price.

**101.80 WINTER SHUTDOWN**

No Winter Shutdown is anticipated for this project. It is the Contractor's responsibility to address cold weather effects on work without additional cost to the RITBA.

**101.84 AUTHORITY (Add this new Subsection)**

The Rhode Island Turnpike and Bridge Authority acting through its authorized representatives.

**101.85 CONSTRUCTION ORDER (Add this new Subsection)**

This term shall include Field Orders, Change Orders and Supplementary Agreements.

**END OF SECTION 101**

## **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

### **102.01 PREQUALIFICATION OF BIDDERS**

Delete the title and text and substitute the following:

#### **102.01 QUALIFICATION OF BIDDERS**

Each bidder shall complete and attach to his Proposal, the Statement of Qualifications forms setting forth information concerning company and personnel experience, status of work on hand, references, financial statement, and list of equipment proposed for the project. Failure of a Bidder to submit completed forms with his Proposal may be cause for rejection of his bid.

The Authority shall consider the qualifications of the Prime Contractor and may evaluate against the Prime Contractor, if it is in the best interest of the Authority. In such case, this may be a just cause of rejecting the Prime Contractors' bid.

For joint ventures (JV), all the parties comprising the joint venture shall complete the Statement of Qualifications individually and the JV shall enclose their partnership agreement with the bid. Financial statements of each party shall be submitted with the Statement of Qualifications. Also included shall be the listing of the personnel and their respective responsibilities in the JV. All other bid and Contract forms shall be executed by the JV. A mission or purpose statement indicating breakdown of work, if applicable, shall also be enclosed with the bid. The Authority shall consider the JV and its underlying parties and may evaluate against the JV, if it is in the best interest of the Authority. In such case, this may be a just cause of rejecting such a bid.

### **102.02 CONTENTS OF PROPOSAL FORMS**

Delete title and text and substitute the following

Upon request, the Authority will furnish the prospective Bidder with Contract Documents. The Documents will state the location and description of the contemplated work to be performed, a set of drawings, and will have a schedule for which a Contract bid price is invited. The Documents will state the time in which the work must be completed, the amount of the Proposal Guaranty, and the date, time and place of the opening of Proposals. The Documents will also include any Special Provisions or requirements which vary from or are not contained in the Standard Specifications.

All papers bound with or attached to the Contract Documents are considered a part thereof and may be detached when the Proposal is submitted, except as otherwise required.

The Drawings, Specifications and other documents designated in the Proposal form will be considered a part of the Proposal whether attached or not.

Contract Documents are non-transferable. Any prospective Bidder who has been issued Documents and transfers them to any other individual, firm, or

corporation may be barred from current and/or future bidding. The Proposal of the Bidder who has not been issued the Proposal form directly by the Authority or its Engineer may be rejected.

Contractors are advised of Sales and Use Tax regulations re: Contractors and Subcontractors "Regulation C" which may be obtained from the Rhode Island Department of Administration, Division of Taxation, One Capitol Hill, Providence, Rhode Island 02908-5800."

**102.04 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK**

Delete the 2<sup>nd</sup> and 3<sup>rd</sup> paragraph and add the following to this Subsection:

The bidder further warrants, agrees, and acknowledges by submitting a bid that he:

Has taken steps reasonably necessary to ascertain the nature and location of the work;

Has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

- a. Conditions bearing upon acquisition, transportation, disposal, handling, and storage of materials.
- b. The availability of labor, materials, water, electric power, and roads.
- c. Uncertainties of weather, tides, or similar physical conditions at the site.
- d. The confirmation and condition of the ground and work area and means of access
- e. The character of equipment and facilities needed preliminary to and during work performance.

Has satisfied itself as to the adequacy of time allowed for the completion of the contract.

Any failure of the bidder to take that action described and acknowledged in this clause shall not relieve the bidder from responsibility for estimating properly the difficulty, challenges, and cost of successfully performing the work without additional expense to the Authority.

The bidder agrees that the Authority shall not be liable to it on any claim for additional payment or additional time or any claim whatsoever if the claim directly or indirectly results from the bidder's failure to investigate and familiarize itself sufficiently with the conditions under which the contract is to be performed.

The bidder shall be familiar and comply with all RITBA, Federal, State and local laws, ordinances, and regulations which might affect those engaged in the work.

The Authority will not consider any plea of misunderstanding or ignorance of such requirements.

Bid prices shall reflect what the bidder anticipates to be the cost of completing the work, including methods, materials, labor and equipment. Except as the contract may provide, the bidder shall receive no payment for any costs that exceed those in the bid prices.

No claim shall be allowed because of any ambiguity in the contract if:

1. The bidder discovers any ambiguity, but fails to notify the Authority or
2. The bidder failed to discover an ambiguity that would be discovered by a reasonably prudent contractor in preparing the bid.

Any prospective bidder desiring an explanation or interpretation of the bid documents, must request the explanation or interpretation in writing by no later than 12:00 PM on September 27, 2021 in order to allow a written reply to reach all prospective bidders before the submission of their bids. Oral explanations, interpretations, or instructions given by anyone before the award of a contract will not be binding on the Authority. Any information given a prospective bidder concerning any of the bid documents will be furnished to all prospective bidders as an addendum if that information is deemed by the Authority to be necessary in submitting bids or if the Authority concludes that the lack of the information would be prejudicial to other prospective bidders.

Before submitting the proposal, it shall be the Bidder's responsibility to determine that the complete set of Contract Documents has been received.

Existing Design Plans for the Newport/Pell Bridge Phase I – AET Conversion are on file in the Office of the Authority. The above described plans may be examined by prospective Bidders at the Office of the Authority but may not be removed.

Prints of necessary plans will be furnished to the successful bidder as may be required. The Authority assumes no responsibility for the completeness of these plans or for the accuracy of dimensions that may be shown on these plans. The Contractor shall verify dimensions of the existing construction as they may affect the work of this Contract. It should be noted that revisions and changes have been made to the bridge and any other elements included in this contract since the preparation of original construction drawings. It is the Contractor's responsibility to confirm current conditions versus those shown on any reference drawings made available to the Contractor. Important examples of this regarding the Newport/Pell Bridge is the addition of a median barrier to the bridge, the addition of conduits hung from the underside of the roadway deck at the north overhang, revisions to the electrical platform below the roadway deck in Span 14E, the installation of necklace lighting on the main cables, and the installation of various cameras and communication systems, and navigation systems within the towers and attached to various bridge elements.

Each bidder will be required to adequately inspect the Newport/Pell Bridge Tolling facility as needed at any time during the bidding period in order to fully ascertain for itself the condition of the existing structures and project site, possible means of access to and egress from different portions of the structures, and to gather other information relative to the proposed work, by making advance arrangements with the Authority.

Each bidder shall execute a sworn Inspection Affidavit, bound with the Contract Documents, to affirm that it has inspected the project site and existing bridge structure. Failure to inspect the project site and submit such Affidavit, complete and executed, with the Proposal may be a just cause for rejecting the bid.

When Addenda, letters or other forms of notice, giving revisions and interpretations of the Plans, Specifications, Proposal and other Contract Documents, are mailed or otherwise sent to prospective bidders, acknowledgement thereof must be made by the Bidder, if an individual, by an officer of the company, or a partner. Each bidder is strongly advised to immediately acknowledge the receipt of such revisions on the form provided with each such revision. The acknowledgement shall also be made on the Proposal form as provided there for, and submitted with the proposal.

#### **102.06 PROPOSAL GUARANTY**

Delete the First paragraph and substitute the following:

The Proposal when submitted shall be accompanied by a certified check payable to the order of the Rhode Island Turnpike and Bridge Authority or by a Proposal Bond satisfactory to the Authority bound with these Supplementary Specifications. The certified check, or the Proposal Bond, shall be for a sum of not less than ten percent (10%) of the total Contract Price bid for the Project, and such bond shall be issued only by and originate only with an agent lawfully licensed and registered in the State of Rhode Island.

Add the following at the end of the Second paragraph:

The power of attorney shall set forth the authority of the attorney-in-fact who has signed the bond on behalf of the surety company to bind the company and shall further certify that such power is in full force and effect as of the date of the bond.

#### **102.07 IRREGULAR PROPOSALS**

Rename the title of paragraph 'a' and delete the first sentence to insert the following:

**a. Reasons for Disqualification.** The Authority reserves the right to declare a proposal non-responsive and may disqualify a bidder for any of the following irregularities:

## **102.08 DELIVERY OF PROPOSALS**

Delete this entire Section of the Standard Specifications and substitute the following:

Bids shall be enclosed in a sealed envelope addressed to the Director of Engineering, Rhode Island Turnpike and Bridge Authority, Administration Building, Newport Bridge, One East Shore Road, P.O. Box 437, Jamestown, Rhode Island, with FRONT of envelope plainly marked with name and address of bidder and "BID FOR NEWPORT/PELL BRIDGE PHASE I – AET CONVERSION – CONTRACT 21-03". Two (2) copies of bid forms properly signed are required to be submitted. Official bid forms are enclosed and **MUST BE USED** when submitting the proposal. Enclosed in the sealed envelope with the Proposal shall be submitted the following:

- (a) The proposal Guaranty, as described in Section 102.06;
- (b) The proposal bid sheets
- (c) The Statement of Qualifications on the attached forms.
- (d) A Manpower and Equipment Statement on a form furnished by the Contractor enumerating the plant and equipment that is owned or definitely controlled by the Bidder and available for the Project;
- (e) Minority/Disadvantaged/Women-Owned Business Enterprise Affidavit and Verification
- (f) A Non-Collusion Affidavit and a warranty concerning solicitation of the Contract by others, both on the same form;
- (g) A completed Inspection Affidavit on the attached form;
- (h) Financial statements of the firm bidding for the job, of last two years;

By submitting a Proposal, the bidder covenants and agrees that it has satisfied itself from its own investigation of the conditions to be met, that it fully understands its obligations and that it will not make any claim for, or have right to cancellation or relief, without penalty of the Contract, because of any misunderstanding or lack of information.

## **102.09 WITHDRAWAL OR REVISION OF PROPOSALS**

Delete the last sentence of the last paragraph ["Such revisions will be...purchasing.ri.gov] and substitute the following:

Such revisions will be made by addendum and posted on the RITBA website by September 29, 2021 and bidders are required to acknowledge receipt on Proposal Forms.

Revisions must be acknowledged on the Proposal Forms. Failure to acknowledge receipt of addendum on Proposal may be just cause for rejecting the bid.

#### **102.14 NON-COLLUSIVE BIDDING CERTIFICATION**

Delete subparagraph **a. Non-Collusive Bidding Certification** and substitute the following:

- a. The Affidavit.** Every proposal submitted to the Authority must contain the **Non-Collusion Affidavit and Verification** duly subscribed to and affirmed by the bidder as true under the penalties of law. The Non-Collusion Affidavit and Verification must be on the prescribed form attached with the other Proposal Documents.

Delete subparagraph **b.** and substitute the following:

- b. The Minority/Disadvantaged/Woman-Owned Business Enterprise Affidavit.** Every proposal to the Authority shall contain the **Minority/Disadvantaged/Woman-Owned Business Enterprise Affidavit** duly subscribed to and affirmed by the bidder as true under the penalties of law. The Minority/Disadvantaged/Woman-Owned Business Enterprise Affidavit must be on the prescribed form attached with the other Proposal Documents.

By submission of a Proposal, each bidder and each person signing a Proposal that includes the Minority/Disadvantaged/Woman-Owned Business Enterprise Affidavit certifies that the organization shall affirmatively seek out and consider Minority/Disadvantaged/Woman-Owned Business Enterprises to participate in the contract, and develop and submit for approval to the Authority, within ten days of the receipt of bids, a Minority/Disadvantaged/Woman-Owned Business Enterprise Program in accordance with the provisions of the Minority/Disadvantaged/Woman-Owned Business Enterprise Affidavit.

**The percentage goal for this Contract is 10% of the overall bid price.**

#### **102.15 PRE-BID CONFERENCE (Add this new Subsection)**

The Rhode Island Turnpike and Bridge Authority will hold a pre-bid conference concerning this contract, titled, Contract 21-03 Newport/Pell Bridge Phase I – AET Conversion by a virtual meeting. The conference will be held by Zoom Meeting at the link below:

<https://us02web.zoom.us/j/88360103233?pwd=SnBZT3Q2cHJGbz054dDIPNIE1WU5DUT09>

Meeting ID: 883 6010 3233  
Passcode: 071749

at 10:00 AM on September 22, 2021. All bidders are encouraged to have a representative attend this meeting.

**END OF SECTION 102**



## **SECTION 103 – AWARD AND EXECUTION OF CONTRACT**

### **103.01 CONSIDERATION OF PROPOSAL**

Delete the first paragraph and replace with the following:

After the Proposals are opened and read, they will be compared on the following:

1. The summation of the products of the estimated quantities shown in the Proposal by the unit bid prices. All summations included in the Proposal will be compared.
2. The qualifications of the Prime Contractor. The minimum qualifications must be met, and the overall qualifications will be considered in the bid evaluation.

The Authority will evaluate the Proposals and will award the contract to the qualified bidder whose proposal provides the greatest value to the Authority considering both cost and qualifications as noted above.

The results of the comparisons and evaluation will be made available to the public.

### **103.02 POST-QUALIFICATION REQUIREMENTS OF AWARD OF CONTRACT**

Delete subparagraph **a.** without replacement.

### **103.05 CONTRACT BOND**

Delete the subsection in its entirety and substitute by the following:

The successful bidder shall provide an executed performance bond and payment bond within three (3) business days of the date of Notice of Intent to Award, for a sum not less than the full Contract amount. These bonds shall:

1. Be on Authority furnished form, as attached in these specifications.
2. Be signed by surety (or sureties) that is (are) listed in the current U.S. Treasury circular 570 and authorized to do business in the State of Rhode Island and Providence Plantations and accompanied by a certification as to authorization of the attorney-in-fact to commit the surety company (or companies) and a true and correct statement of the financial condition of the said surety company (or companies).
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time.
4. Guarantee that the surety shall indemnify, defend, and protect the Authority, its representatives, agents and Engineer against any claim of direct or indirect loss resulting from the failure:

- a. Of the Contractor (or any of the employees, subcontractors, or agents of the Contractor) to faithfully perform the contract, or
- b. Of the Contractor (or the subcontractors or agents of the Contractor) to pay all laborers, mechanics, subcontractors, agents, material man, or provisions for carrying out the work.

The Authority may require sureties or surety companies on the contract bond to appear and qualify themselves. Whenever the Authority deems the surety or sureties to be inadequate, it may, upon written demand, require the Contractor to furnish additional surety to cover any remaining work. Until the added surety is furnished, payments on the contract will stop.

In the event of insolvency of the surety, the Contractor shall forthwith furnish and maintain, as above provided, other surety satisfactory to the Authority.

All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties of the bonds.

Payment will be made under:

Pay Item	Ref. No.	Payment Reference Description	Pay Unit
1	2.103	Bonds	Lump Sum

Payment for the bonds will be made at the lump sum prices bid or the actual cost, whichever is lower, and will be made only upon delivery of a receipted bill or bills.

**103.06 EXECUTION AND APPROVAL OF THE CONTRACT**

Delete this subsection in its entirety and substitute the following:

The Contract shall be executed by the successful bidder, hereinafter referred to as the Contractor, and submitted along with the required Certificate of Insurance, and Payment and Performance Bonds in the form satisfactory to the Authority within three (3) business days of the Notice of Intent to Award.

Receipt by the Contractor of the fully executed Contract Agreement will constitute the Award of the Contract.

**103.07 FAILURE TO EXECUTE CONTRACT**

**a. Failure of RITBA to Execute Contract**

Modify the first sentence as follows:

...not executed within forty-five (45) calendar days following execution....

**b. Failure of the Bidder to Execute Contract**

Modify the first sentence (line 3) as follows:

...other stipulations within three (3) business days of the Notice of Intent to Award shall be considered revocation of...

**END OF SECTION 103**

## **SECTION 104 – SCOPE OF WORK**

### **104.01 INTENT OF CONTRACT**

Add the following to this subsection;

Omissions from the Contract of details of work which are necessary to carry out the intent of the contract, or which are customarily performed, shall not relieve the Contractor from performing the omitted work, but they shall be performed as if fully and correctly set forth and described in the Contract. The Contract bid prices (Unit and/or Lump Sum) shall be full payment for all work and materials required to complete the work.

The Contractor shall include all costs of doing the work within the bid prices (Unit and/or Lump Sum). If the contract plans, contract provisions, addenda, or any other part of the contract requires work that has no Unit and/or Lump Sum price in the Proposal form, the cost of such work shall be incidental and included within the bid prices (Unit and/or Lump Sum) in the Contract.

### **104.02 CHANGES IN THE CONTRACT**

Add the following to this subsection:

- c.** All changes will be included in a Change Order that specifies, in addition to the work to be done, an adjustment of Contract Time, if any, and the basis of compensation for such work.

Upon receipt of a Change Order, the Contractor shall proceed with the ordered work. Where the changes involved require a Change Order, and a Change Order has not yet been issued, the Engineer may direct, by Field order, that the Contractor proceed with the desired work and the Contractor shall comply. In such cases, the Engineer will, as soon as practicable, issue a Change Order for such work.

- d.** No claim for additional compensation shall be made because of any such alteration, deviation, addition to or omission from the Work required by the Contract, by reason of any variation between the approximate quantities in the Proposal and the quantities of Work as done, by reason of Extra Work, by reason of elimination of Pay Items, or by reason of changes in the character of Work except as allowed in this Section 104.

No claim for additional compensation or extension of Contract Time within the scope of this Section 104 will be allowed if asserted after Acceptance.

### **104.05 EXTRA WORK**

Delete the subsection in its entirety and substitute the following:

- a.** The Authority reserves the right to require Extra Work as needed for the satisfactory completion of the Project. Such work will be designated as Extra Work when it is determined by the Engineer that such work is not covered in any of the various items for which there is a bid price or by combination of such items. In the event portions of such work are determined by the

Engineer to be covered by some of the various items for which there is a bid price or combinations of such items, the remaining portion of such work will be designated as Extra Work.

The Contractor shall do such Extra Work and furnish labor, material, and equipment therefore upon receipt of a Change Order, Field Order, or Supplementary Agreement and in the absence of such it shall not perform, and not be entitled to payment for, such Extra Work.

Payment for Extra Work required pursuant to the provisions in this subsection will be made as provided in Subsection 109.04 or as agreed to in a Supplementary Agreement.

If the Contractor and the Engineer cannot agree on a Supplementary Agreement for Extra Work, and the Engineer, in his sole discretion, deems it inadvisable to have such work completed on a Force Account basis as provided in Subsection 109.04, the Authority may elect to have such work completed by others. Under these circumstances, the Contractor shall not interfere therewith nor have any claim for additional compensation as the result of such election.

#### **104.07 SIGNIFICANT CHANGES IN THE CHARACTER OF THE WORK**

a. Circumstances for Significant Change

Delete the text of the second paragraph “When a major item of work.....” and replace with the following:

In most cases, as determined by the Authority, when a major item of work, as defined elsewhere in the Contract, is increased in excess of 200%, or decreased below 50%, of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 200% of the original Contract item quantity, or in the case of a decrease below 50%, to the actual amount of work performed.

#### **104.08 MAINTENANCE OF TRAFFIC**

Add the following:

The Contractor shall conduct his work in such a manner as not to interfere, under any conditions or circumstances, with navigation by vessels under the bridges.

It is the Contractor’s responsibility to maintain the safety of the work site and the components of any lane closure at all times. The Contractor must provide oversight of the work site at all times and be able to respond immediately to any damage to the lane closure components caused by the elements or by a vehicle, while providing temporary safety measures until such time that the Engineer approves the condition of the lane closure.

Suggested Maintenance and Protection Plans are included in the Contract Drawings. However, this does not relieve the Contractor of his responsibility to provide traffic lane closures that conform and comply with RIDOT Standard Specifications, MUTCD, the Contract Drawings and Specifications, and State and Local laws.

## Construction Staging and Allowable Lane Closures

To perform the tasks associated with this contract it will be necessary to stage the construction into two interim phases. The stage work will involve employing traffic management to channel traffic into the designated lanes approaching the existing toll plaza in accordance with standard practices as described in the Manual on Uniform Traffic Control Devices (MUTCD). Traffic control has been designed to maintain traffic flow through the plaza during the implementation of the construction. The following offers explanation of each of the construction stages required to complete the project:

- **Stage 1** - This stage will include the preparation and construction of modifications to the tolling equipment to implement full cashless, open road tolling (ORT) operations through the center lanes of the existing plaza. This will require providing traffic control to shift approaching left lane traffic to the outer right lane. During this stage, the approaches will be restricted to one travel lane in each direction. All traffic will be directed through the existing toll plaza allowing ramp traffic to enter from the local roadway. Duration is approximately 2 weeks.
- **Stage 2** - This stage is to involve construction of the long-term interim condition. This work will involve creating four open road toll (ORT) lanes through the plaza (two in each direction) for both the Eastbound and Westbound approaches. Traffic control will be implemented to shift traffic to the outer lanes, designated as lanes 1 and 12 for use as a cashless lane while construction of the central plaza work is being performed. This will involve placement of traffic control devices including a more permanent traffic setup including TL-3 barrier with potential escape capabilities through inclusion of moveable barrier. As part of this stage, night work will involve closure of the center through lane and full diversion to the outer lanes to facilitate completion of installation of the ORT equipment. Guide Signs will be modified as to the new lane configuration. Duration is approximately 2 Weeks

## Daily Lane Closures

Note: Stages 1 and 2 will require a single lane closure in both directions for a duration of approximately two weeks. The following lane closure restrictions will not apply during the Stages 1 and 2 configuration.

For the remainder of the contract duration, single lane closures will be performed as required from:

- 9AM to 3PM Monday through Friday
- 9PM to 5AM Sunday Night/Monday Morning through Thursday Night/Friday Morning
- Weekend Hours as approved by the Authority

For requirements for submitting schedules for Lane Closures see the paragraphs under "All Lane Closures"

Penalties will be assessed for any set-up work prior to start time and/or for incomplete removal (including sign pick up) after end time. See Subsection 107.08.

## All Lane Closures

Work requiring lane closures will be performed under single lane closures from 9AM to 3PM on weekdays or from 9PM to 5AM on Sunday through Thursday nights or on weekend days/nights and hours as approved by the Engineer. Wherever possible, the Contractor shall provide for the prosecution of work items that require lane closures concurrently to reduce the number of total lane closures. The Contractor must submit a schedule of lane closures to the Engineer with the initial project schedule for approval by the Engineer and the Authority. Note that the one-lane traffic configuration shown in Stage 1 is exempt from this requirement.

If additional Lane closures are required by the Contractor, they shall be scheduled with the Engineer on a weekly basis. The weekly schedules including the location, length and number of closures are subject to approval by the Engineer and the Authority and are strictly restricted to between the hours noted above. No set-up work on the roadway will be allowed before the start times noted above and all pick up work on the roadway must be complete by the end times noted above. The Contractor will not be permitted to leave daily lane closures up overnight or at any time that the area is not attended by Contractor personnel equipped to maintain the work site and the maintenance and protection of traffic.

Penalties will be assessed for any set-up work prior to the start times noted above and/or for incomplete removal (including sign pick up) after the end times noted above. See Subsection 107.08.

The Authority may direct the Contractor to perform any amount of the work at night – Sunday through Thursday nights with lane closure times from 9PM to 5AM. The Authority will provide a minimum of one week notice for this lane closure restriction. The Contractor may elect to perform some or all of this work at night subject to prior approval by the Engineer and the Authority. The unit price for work performed either during daytime lane closures from 9AM to 3PM or nighttime lane closures from 9PM to 5AM will be the same regardless of whether the nighttime or daytime work schedule is directed by the Authority or at the election of the Contractor. See Section 818 of these Specifications.

The Contractor may not store any equipment or materials on the roadways, shoulders, or safety walks without the benefit of an adjacent lane closure and under no circumstances may equipment or materials be stored on the roadways, shoulders, or safety walks overnight for work being performed under daily lane closures.

The Contractor shall install adequate warning lights, guide barriers, and signage in accordance with the Contract Drawings, the Standard Specification, RIDOT Standard Specifications MUTCD standards, and all State and Local laws and regulations.

The Contractor shall provide the following additional elements in all lane closures:

1. Traffic Mounted Attenuator
2. At least one Flagman
3. At least one radar speed display

4. Signs prior to the taper encouraging utilization of both lanes approaching the merge – the Zipper Merge approach

These above requirements shall be identified on the Maintenance of Traffic Plans submitted by the Contractor to the Engineer for approval. These items are required regardless of whether these items are called out on the Contract Drawings, recommended by the Contractor's Engineer, or required by any applicable standard or guideline.

Care shall be exercised at all times to protect the traveling public. The Contractor shall take all necessary precautions, as approved by the Engineer, to accomplish such protection. Contractor shall not dump any object from the bridge.

Contractor shall obey all town, city, state, and federal laws and regulations during the conduct of the work.

It is the Contractor's responsibility to ensure and to maintain the safety of all workers (including the Contractor's workers, workers performing other contract or maintenance work, and the RITBA maintenance staff), and the public, below or adjacent to his work area on the bridge and its approaches. The Contractor's safety measures shall include the necessary means to catch and retain any falling debris, materials and/or equipment. See Subsection 107.08: Public Convenience and Safety.

In addition to submitting weekly schedules for approval by the Engineer and Authority, the Contractor shall coordinate daily lane closures on a daily basis with the Resident Engineer. The Contractor is alerted that other repair contracts and/or maintenance work by the RITBA may be under construction concurrently with this Contract, including, but not limited to, long term lane closures on the Newport/Pell Bridge for deck rehabilitation, steel repairs and painting, deck repairs outside of this Contract, and bridge in-depth inspections. The Newport/Pell Bridge long term lane closures require restrictions on lane closures to both bridges and other work noted above will have priority over this Contract 21-03 regarding lane closures. Lane closures requested for this Contract 21-03 work must be coordinated with the lane closures for all other work on bridges. The Contractor shall submit a construction schedule to the Engineer in order to allow coordination with any other work that will be performed under lane closures. For any lane closures not previously scheduled and coordinated by the Contractor for Contract 21-03 work, or for any revision to the scheduled lane closures, other previously scheduled contract or maintenance work will take priority over this Contract as determined by the Engineer.

Any lane closures that are performed concurrent with lane closures for any other work on the bridges or roadways by the Contractor or by any other party are subject to the following requirements:

1. Separate daily lane closures in the same lane on Route 138 are prohibited unless authorized by the Engineer.
2. Whenever possible, when coordinating with other work being performed, daily lane closures shall be coordinated so as to have both contractors working in the same lane on the bridge or roadway with a single extended pattern. The Contractor is responsible for the safety of his work area. In the event that the Contractor utilizes an extension of a lane closure for other



work on a bridge or roadway, the Contractor shall provide all necessary warning signs and barricades to protect his work area and the traveling public in the event that the upstream lane closure is dismantled or otherwise compromised.

The above requirements apply also to the Contractor's use of multiple lane closures on the bridges/roadway in the performance of the work under this Contract.

Work that is required to be performed within a lane closure in the area close to the edge of the work zone shall require utilization of flag persons to protect the workers and to make provisions to accommodate any wide vehicles approaching the work area. The flag persons providing this protection are in addition to the flag person required to be present in all lane closures.

#### **Holiday and Special Event Lane Closure Embargos:**

No lane closures will be permitted on Holidays or Special Events, on the day before and the day after a Holiday or Special Event, or on the Friday before or Monday after Special Events unless otherwise approved by the Authority. In addition, four days, at the discretion and schedule of the RITBA, may have lane closure embargos – with notice given to the Contractor at least two weeks before these discretionary embargos. Lane Closure embargos associated with Holidays and Special Events anticipated to be within the schedule of this Contract are as listed below and apply to whatever dates the Holidays and Events fall on each year of the base or extended contract:

- Columbus Day – Monday
- Thanksgiving – Wednesday through Monday

#### **Submittals**

The Contract drawings show a suggested scheme for maintenance of traffic; however, the responsibility remains with the Contractor to conform and comply with all RIDOT specifications, MUTCD, and state and local laws. The Contractor must submit for approval by the Engineer his proposed Maintenance of Traffic Plan for all daily lane closures to be implemented. The Maintenance of Traffic drawings shall include but not be limited to information regarding the location, days and hours of lane closures, the signage, warning lights, and guide barriers to be used. The drawings shall be prepared by and stamped by a Professional Traffic Engineer licensed and registered in the State of Rhode Island. The Maintenance of Traffic Plan and the hours and locations of the lane closures are subject to the approval of the Engineer and the Authority. The Contractor shall obtain prior approval from the Authority for weekend or night work.

#### **Method of Measurement and Basis of Payment for Maintenance and Protection of Traffic for Defined Work Pay Items**

The cost of maintenance of traffic for Defined Work Pay Items will not be paid for under any specific item, but the cost thereof including all labor, tools, material, equipment, maintenance of traffic, and all other incidentals required to complete the work shall be deemed included in the Contract bid prices in the Proposal.

Add the following paragraph:

The Contractor's operation shall in no way hinder the safe navigation of the waterway. See additional US Coast Guard requirements in Section 107.19.

**104.16 PROCEDURE AND PROTEST BY THE CONTRACTOR (Add this new Subsection)**

If in disagreement with anything required in a change order, another written order, or an oral order from the Engineer, including any direction, instruction, interpretation, or determination by the Engineer, the Contractor shall:

1. Immediately give a signed written notice of protest to the Engineer or the Engineer's field inspectors before doing the work.
2. Supplement the written protest within seven (7) calendar days with a written statement providing the following:
  - a. The date of the protested order,
  - b. The nature and circumstances which caused the protest,
  - c. The contract provisions that support the protest,
  - d. The estimated dollar cost, if any, of the protested work and how that estimate was determined, and
  - e. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
3. If the protest is continuing, the information required above shall be supplemented as requested by the Engineer. In addition, the Contractor shall provide the Engineer, before final payment, a written statement of the actual adjustment requested.

Throughout any protested work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Engineer access to these and any other records needed for evaluating the protest.

The Engineer will evaluate all protests provided the procedures in this section are followed. If the Engineer determines that a protest is valid, the Engineer will recommend to the Authority payment for work or time by an equitable adjustment. Extensions of time will be evaluated in accordance with Section 108.07, Determination and Extension of Contract Time. The Authority will exercise its option to accept or overrule the Engineer's recommendation. The decision of the Authority shall prevail. No adjustment will be made for an invalid protest.

Despite any protest, the Contractor shall proceed promptly with the work as the Engineer orders.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is not protested as provided in this section shall be the full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays, related to any work either covered or affected by the change.

By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the Engineer any written or oral order (including directives, instructions, interpretations, and determinations).

By failing to follow the procedures of this section and Section 109.04, the Contractor completely waives any claims for protected work.

**END OF SECTION 104**

## **SECTION 105 – CONTROL OF WORK**

### **105.01 AUTHORITY OF THE ENGINEER**

Add the following

Any approval by the Engineer of any materials, workmanship, plant, equipment, drawings, program, methods of procedure, or of any other act or thing done or furnished, in or in connection with the performance of the work, shall be construed merely to mean that at the time the Engineer knows of no good reason for objecting thereto; and no such approval shall release Contractor from his responsibility for the accurate and complete performance of the work in accordance with the Drawings and Specifications or from any duty, obligation, or liability imposed upon him by the provisions of the Contract.

The Engineer's decisions will be final on the questions regarding measurement of unit price work, payments under the contract including equitable adjustment, acceptance of working drawings, and determination as to the existence of changed or differing site conditions.

### **105.02 PLANS AND SHOP DRAWINGS**

Delete the first sentence of the third paragraph "All shop drawings will be ..." and replace with the following:

Shop drawings for structures shall be furnished by the Contractor within seven (7) calendar days after the award of the Contract.

Delete the first sentence of the fifth paragraph "Within forty-five (45) calendar days..." and replace with the following:

Within seven (7) calendar days of submission to the Engineer, all shop drawings shall be reviewed by the Engineer and returned to the Contractor for appropriate action.

### **105.03 CONFORMITY WITH PLANS AND SPECIFICATIONS**

Add the following to this subsection:

Although measurement, sampling, and testing may be considered evidence of conformity, the Engineer will determine whether the Work deviates from the Contract Documents.

Neither the observations of the Engineer in his inspection of the Work nor inspections, tests, or approvals by persons other than the Contractor relieves the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

### **105.05 COOPERATION BY CONTRACTOR**

Revise subparagraph a. Causes for Removal as follows:

The Engineer may remove the Superintendent or any other key Contractor staff positions included in the Proposal Qualifications Questionnaire at any time if the

performance is unsatisfactory or the staff member is uncooperative in their relationship with the Engineer.

Add the following to this subsection:

The Contractor shall provide the staff indicated in the Proposal Qualification Questionnaires. If staff identified in the Proposal is no longer in the employ of the Contractor during the performance of work under this Contract, then the Contractor shall submit for approval by the Engineer the qualifications of a replacement.

#### **105.06 COOPERATION WITH UTILITIES**

Delete the first paragraph and substitute the following:

Within the site of the Project there may be public utility structures and, notwithstanding any other clause or clauses of this Contract, the Contractor shall not proceed with his work until he has made diligent inquiry at the offices of the Engineer, the utility companies and municipal authorities, or other owners to determine their exact location. The Contractor shall notify, in writing, the utility companies and municipalities or other owners involved of the nature and scope of the Project and of his operations that may affect their facilities or property. Two copies of such notices shall be sent to the Engineer.

Add the following to this subsection:

All costs for protection and preservation of utilities and cooperation and coordination with their owners shall be included in the prices bid for the various Pay Items scheduled in the Proposal.

#### **105.07 COOPERATION BETWEEN CONTRACTORS**

Add the following to this subsection:

The Contractor shall coordinate all work on a daily basis with the Resident Engineer. The Contractor is alerted that other repair contracts and/or maintenance work by the RITBA will be under construction concurrently with this contract. For lane closure coordination between Contractor and other work on the bridge, see Subsection 104.08.

The Contractor shall submit a construction schedule to the Engineer in order to allow coordination with other work.

It is also the Contractor's responsibility to ensure and maintain the safety of any workers (including the Contractor's workers, workers performing other contract or maintenance work, and the RITBA maintenance staff), or the public below or adjacent to his work area on the bridge. This responsibility includes providing means to catch any falling debris or other material. See Subsection 107.08 Public Convenience and Safety.

#### **105.08 CONSTRUCTION STAKES, LINES, AND GRADES**

Add the following to this subsection:

The Contractor shall field verify all the dimensions and data provided by the Engineer. Elevations in the Contract Drawings are for reference purposes only and are from the record original design drawings of the East Passage Crossing of Narragansett Bay. No stakes or marks, other than the existing ones, shall be provided by the Engineer. Full compensation for the work shall be considered as included in the payment for the pay items to which the work relates, and no additional compensation will be allowed.

**105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK**

Add the following to this subsection:

If the Contractor does not remedy, remove, and replace unacceptable work that has been paid for in part or in full under a previous progress payment, the Engineer may, at his sole discretion, delete an amount equal to that which was previously paid from a subsequent progress payment until such time that the unacceptable work is remedied, removed, and replaced.

**END OF SECTION 105**

## **SECTION 106 – CONTROL OF MATERIAL**

### **106.03 SAMPLES, TESTS, CITED SPECIFICATIONS**

Add the following:

Contractor shall submit a material certification for all materials delivered to the site. The certification shall indicate conformance with the manufacturers' specifications for quality requirements.

### **106.10 SUBSTITUTES OR "OR EQUAL" ITEMS**

Add this new Subsection:

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material or equipment will not be accepted from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Engineer for consideration thereof certifying that the proposed substitute:

1. performs adequately the functions and achieves the results called for by the general design,
2. is similar and of equal substance to that specified, and
3. is suited to the same use as that specified.

The application shall state that the evaluation and acceptance of the proposed substitute does not hinder the Contractor's achievement of completion on time. It shall also state whether or not acceptance of the proposed substitute requires a change in any of the Contract Documents (or in the provisions of any other direct Contract with the State for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair, and replacement services shall be indicated. The application shall also contain an itemized estimate of all costs, including costs of redesign, or savings that result directly or indirectly from approval of such substitute – all of which will be considered in evaluating the proposed substitute. The Engineer may require the Contractor to furnish additional data about the proposed substitute. The Engineer may also require that any savings resulting from the substitution shall be credited to the Authority.

If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, the Contractor may propose a substitute means, method, technique, sequence, or procedure of construction. Said substitution may be found acceptable if the Contractor

submits sufficient information to allow the Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The review procedure is to be similar to that described in the previous paragraph.

The Engineer is to be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer will be the sole judge of acceptability and no substitute shall be ordered, installed, or utilized without either a Construction Order or an accepted working drawing. If acceptance is given, it is on the condition that the Contractor is fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted material, equipment, means, method, technique, sequence, or procedure of construction, the Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute and shall complete the remaining work with the specified materials, equipment, means, method, technique, sequence, or procedure of construction. The Contractor shall remove the deficient work and replace it with work as specified or take such other corrective action as the Engineer may direct. Changes will not be made in the basis of payment for the pay items involved nor in the Contract Time as a result of authorized substitutes.

The Engineer may require the Contractor to furnish, at no cost to the Authority, a special performance guarantee or other surety with respect to any substitute. The Engineer will document the time required by the Authority in evaluating proposed substitutions and in making changes in the Contract Documents. When the Engineer determines that a proposed substitute is unacceptable, it shall also determine whether the Contractor shall reimburse the Authority for the cost of evaluating each proposed substitute.

When the Contract Documents permit the use of more than one type of material, equipment, or product, only one type is to be used throughout the Project.

**END SECTION 106**



## **SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

### **107.01 LAW TO BE OBSERVED**

Modify the first line of the first paragraph as follows:

...of Federal and State of Rhode Island and Providence Plantations laws, local laws, ...

Modify the fourth line of the first paragraph as follows:

The Contractor at all times shall observe and comply with all such laws, ordinances...

Modify the sixth line of the first paragraph as follows:

...the State, R.I.T.B.A., Engineer and their representatives against...

In the second paragraph, read the word 'State' as State of Rhode Island and Providence Plantations.

Add the following to this subsection:

The Authority hereby reserves the right to elect to settle all claims, disputes, and other matters in question between the Authority and the Contractor arising out of, or relating to, the Contract Documents, or the breach thereof, by either litigation or arbitration at its sole option.

Litigation, if any, brought against the Authority, the members thereof and their successors, all officers, agents and servants of the Authority and the Engineer, WSP USA, Inc. and their agents, shall only be instituted in a court within the State of Rhode Island.

### **107.03 PERMITS, LICENSES AND TAXES**

Add the following to this subsection.

The Contractor shall adhere to the requirements and stipulations of the Coastal Resources Management Council (CRMC). RITBA will provide the CRMC Maintenance Assent to the Contractor prior to the start of work.

### **107.08 PUBLIC CONVENIENCE AND SAFETY**

Add the following to this subsection:

Caution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the Rhode Island Department of Labor shall be observed.

The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first aid service to any person who may be injured in the progress of the work.

If death, serious injuries, or serious damages are caused, the Contractor shall report the accident immediately to the Engineer. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of or in conjunction with the performance of the work, whether on or adjacent to the site, which cause death, personal injury, or property damage, giving full details and statements of witnesses.

If any claim is made by any third person against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the fact in writing to the Engineer, giving full details of the claim.

It is the Contractor's responsibility to ensure and maintain the safety of all workers (including the Contractor's workers, workers performing other contract or maintenance work, and the RITBA maintenance staff), and the public below or adjacent to his work area on the bridges and roadways.

The Contractor's safety measures shall include the necessary means to catch and retain any falling debris, materials, and/or equipment. Additionally, the Contractor's safety measures shall include the necessary means to protect adjacent traffic, property, and pedestrians from flying debris during demolition work and damage from uncontrolled applications of repair materials, chemicals, and blast media. Any event of debris, material, or equipment falling from the Contractor's work areas or flying debris not being contained within the work area will result in the Engineer issuing an immediate stop work order to the Contractor. This stop work order will remain in effect until the Authority, in their sole opinion, finds the Contractor to have corrected any unsafe conditions. Any costs associated with delays or otherwise associated with such a stop work order shall be borne solely by the Contractor without any cost to the Authority. Liquidated Damages of \$8,000 per day that the stop work order remains in effect will be deducted from any money owed to the Contractor. In addition, Liquidated Damages of \$10,000 per occurrence of any safety incident that resulted in either exposure to or actual injury or damage to property will be deducted from any money owed to the Contractor.

The Engineer has the authority to issue an immediate stop work order to the Contractor if, in the sole opinion of the Authority, any work area is deemed to be unsafe, any work is being performed in an unsafe manner, or if the Contractor's work or work site in any way is a hazard to workers or the public. Any costs associated with delays or otherwise associated with such a stop work order shall be borne solely by the Contractor without any cost to the Authority. Liquidated Damages of \$5,000 per day that the stop work order remains in effect will be deducted from any money owed to the Contractor. In addition, Liquidated Damages of \$10,000 per occurrence of any safety incident that resulted in either exposure to or actual injury or damage to property will be deducted from any money owed to the Contractor.

For any early start in the set-up of a lane closure prior to 9AM or removal of a lane closure (including sign removal) after 3PM, Liquidated Damages will be deducted from any money owed to the Contractor at the amounts shown below:

- First Occurrence \$1,000
- Second Occurrence \$2,000
- Third Occurrence \$3,000
- Fourth Occurrence \$4,000
- Fifth or Greater Occurrence \$5,000

For work performed from 9PM to 5AM, penalties will be assessed for any set-up work prior to 9PM and/or for incomplete removal (including sign pick up) after 5AM at the same schedule as above.

### **107.13 RESPONSIBILITY FOR DAMAGE CLAIMS**

Delete the text and substitute the following:

#### **(a) Indemnification**

Contractor and the Surety shall indemnify and save harmless the Rhode Island Turnpike and Bridge Authority, its members, their successors, and all of its officers, agents, and employees, and the Consultant, WSP USA, and his agents, from all suits, actions, or claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of the operations under this Contract of the said Contractor or his subcontractors, whether or not the claim be due to the use of defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omissions, neglect, or misconduct of the said Contractor or his subcontractors, or otherwise, or by or on account of any claims or amount recovered for any infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Worker's Compensation Law or any other law, by-law, ordinance, order, or decree, and so much of the money due the said Contractor under any by virtue of this Contract as shall be considered necessary by the Authority shall be retained for the use of the Authority, or in the case no money is due, his surety shall be held until such suit or suits, action or actions, or claim or claims for injury or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Authority.

Any extension of time granted Contractor in which to complete the Contract shall not relieve him or his surety from this responsibility.

#### **(b) Accidents**

- (1) Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first aid service to any person who may be injured in the progress of the work.

Contractor shall promptly report in writing to the Authority all accidents whatsoever arising out of or in connection with the performance of the work, whether on or adjacent to the site, which cause death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone to the Authority.

- (2) If any claim is made by a third person against Contractor or any subcontractor on account of accident, Contractor shall promptly report the fact in writing to the Authority, giving full details of the claim.

(c) Insurance

- (1) Contractor shall not perform any work under this Contract until he has provided insurance of such character and in such amounts as will provide adequate protection for all officers, agents, and employees of the Rhode Island Turnpike and Bridge Authority, and of the consulting firm of WSP USA, and others lawfully on the property of the Authority, and for Contractor against all claims, liabilities, damages, and accidents, that may arise both out of and during work under this Contract, whether such work be by Contractor himself, or by any subcontractor, or by anyone directly or indirectly employed by either of them, or under the supervision of either of them.
- (2) Contractor shall procure such insurance from companies authorized to do business in the State of Rhode Island; and such insurance shall only be issued by and originate with an agent lawfully licensed and registered in the State of Rhode Island. Except as provided otherwise herein, Contractor shall maintain such insurance in force and effect during the life of this Contract. Neither approval by the Authority nor a failure to disapprove insurance furnished by Contractor shall relieve Contractor of full responsibility for all claims, liabilities, damages, and accidents as set forth herein.
- (3) The minimum amounts and kinds of insurance coverage to be carried by Contractor shall be as follows:
  - a. Worker's Compensation Insurance, with any necessary endorsement to include Longshoreman's and Harbor Workers' coverage and Admiralty coverage, shall be in accordance with the laws of the State of Rhode Island and applicable Federal statutes and shall be sufficient to secure the benefits of the Rhode Island Workmen's Compensation Law and the Federal Longshoreman's and Harbor Workers' Compensation Act and Admiralty Law for all employees of Contractor, and of all subcontractors unless the subcontractors carry their own workers' compensation insurance. The Federal Longshoreman's and Harbor Workers' coverage and Admiralty coverage shall include an endorsement to cover Employer's Liability in the limits of \$1,000,000.
  - b. Contractor's Commercial or Comprehensive General Liability Insurance, covering liability for loss resulting from injury to persons or damage to property arising out of or caused by the operations, acts, or omissions of Contractor or those of his agents or employees in prosecuting the work, with specific coverage, by endorsement or otherwise, as applicable for other special risks, contractual liability for any liability assumed by Contractor under the Contract, Contractor's Protective Liability covering operations, acts, or omissions of subcontractors in

prosecuting the work, and Completed Operations coverage, with liability limits as follows:

- 1) Bodily Injury: One person in any one occurrence - \$5,000,000.
- 2) Property Damage: Each occurrence - \$2,000,000.  
Aggregate - \$5,000,000.

The certificate for Contractual Liability Insurance shall indicate the acceptance by the insurance carrier of the indemnification clause set forth in Paragraph (a) of this Subsection.

c. Automobile and Truck Insurance, covering vehicles owned and/or operated by Contractor, and vehicles operated for Contractor, including those of employees when so operated.

- 1) Bodily Injury: One person in any one occurrence - \$5,000,000. Two or more persons in any one occurrence - \$10,000,000.
- 2) Property Damage: Each occurrence - \$2,000,000.

The insurance requirements of Paragraphs (b) and (c) of this Subsection may be satisfied by a combination primary and excess umbrella liability insurance, provided the total required coverage limits are in effect.

d. Subcontractor's Insurance. If any part of the work is sublet, insurance shall be provided by or on behalf of the subcontractor(s) to cover that part of the work each has contracted to perform and shall be maintained during the life of each subcontract for Worker's Compensation with any necessary endorsements, Public Liability and Property Damage including coverage, as applicable, for marine risks, and other special risks, and Automobile and Truck Insurance. The minimum amounts of coverage for the above types of insurance shall be the same as are specified in Paragraphs (a), (b), and (c) above, except that if the Authority is of the opinion that said minimum amounts of coverage appear excessive because of the extent and nature of the work to be performed by the subcontractor, insurance coverage of lesser amounts may be approved by the Authority.

e. Owner's Protective Liability and Property Damage Insurance. A separate, original policy designating the Authority, its members and their successors, its Consultant, WSP USA, and each of their officers, agents, and employees as the named insured, both officially and personally, and covering their contingent liability with respect to all operations performed by Contractor or by its subcontractors under the Contract, and to include, by specific endorsement, coverage for omissions of the Authority and coverages for acts of the Engineer in technical inspection of construction.

The minimum amounts of coverage to be carried shall be as specified in Paragraph (b) above.

f. General: Contractor shall indemnify and save harmless the Authority, its officers, agents and servants and the Consultant, the firm of WSP USA, and each and every one of them against and from all suits and cost of every kind and description and from all damages to which the Authority or any of its officers, agents, or servants and Consultant may be subjected by reason of injury to the person or property of others resulting from the performance of the project, or through the negligence of Contractor, or through any improper or defective machinery, implements or appliances used by Contractor in the performance of the project, or through any act or omission on the part of Contractor, or his act or omission on the part of Contractor, or his agents, employees or servants; and he shall further indemnify and save harmless the Authority, its officers, agents, servants and the Consultant from all suits and actions of any kind or character whatsoever which may be brought or instituted by any subcontractor, material man or laborer who has performed work or furnished materials in or about the project, or by, or on account of, any claim or amount recovered for any infringement of patent, trademark or copyright. The cost of such indemnification shall be included in the Unit Prices bid in the Proposal. So much money due to Contractor under and by virtue of the Contract as shall be considered necessary by the Authority may be retained by the Authority and held until such suits, actions, claims or amounts shall have been settled, and suitable evidence to that effect furnished to the Authority.

Contractor shall furnish the Authority, at least three (3) certificates as evidence of insurance coverage and no modification, change in status, or cancellation of such insurance shall be made without thirty (30) days prior written notice to the Authority by registered mail. All insurance policies and certificates shall carry a statement to the above effect.

Satisfactory certificates of the required insurance coverage for Contractor, the Authority, and the consulting firm of WSP USA, shall be forwarded to the Consultant in New York for approval before the Contract will be executed by the Authority, and certified copies of the policies shall be forwarded to the Consultant in New York promptly thereafter, if required. Satisfactory certificates for the required insurance coverage for subcontractors shall be submitted to the Authority for approval before any subcontractor will be permitted to start work at the site.

Whenever the estimated aggregate of losses covered by a property damage policy equals or exceeds fifty (50) percent of the aggregate policy limit, as determined by the Authority, the said policy shall, if required by the Authority, upon ten (10) days written notice by the Authority, be endorsed to restore unencumbered the initial aggregate policy limit or be replaced by another policy having the same limit.

Contractor shall pay or cause his subcontractors to pay the premium for all insurance required by this Contract or subcontracts let pursuant thereto.

The prospective Bidder shall note all the provisions of this Subsection 107.13 and shall ascertain the cost to him of all the required insurance policies before submitting his bid. The cost of insurance shall be paid for at the Contract Lump Sum price as stated in the Proposal.

Pay Item	Ref. No.	Payment Reference Description	Pay Unit
3	3.107.13	Insurance	Lump Sum

**107.14 THIRD PARTY BENEFICIARY CLAUSE**

Add the following to this subsection:

It is further the intent of the Authority and the Contractor in executing this Contract, that no individual, firm, corporation or any combination thereof, that supplies material, labor, services or equipment to the Contractor for the performance of the Work becomes thereby a third party beneficiary of this Contract. The Authority and the Contractor understand that such individual, firm, corporation, or combination thereof, has not right to bring an action in the courts of the State of Rhode Island, or any other court against the Authority by virtue of this lack of standing.

**107.16 NO WAIVER OF LEGAL RIGHTS**

Add the following to this subsection:

Notwithstanding any other provision of this Contract, for a period of three years after Acceptance, all estimates and payments made pursuant to Section 109, including the Final Certificates and Final Payment, are subject to correction and adjustment for clerical or other errors in the calculations involved in the determination of quantities and payments. The Contractor and the Authority agree to pay to the other any sum due under the provisions of this subsection, provided, however, if the total sum to be paid is less than \$100, payment will not be made.

**107.19 GRATUITIES (Add this new Subsection)**

The Contractor shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of the Authority; nor will the Contractor rent or purchase any equipment or materials from any employee or officer of the Authority.

**107.20 STATE TAXES (Add this new Subsection)**

Bidders are advised that the Rhode Island Turnpike and Bridge Authority is a tax-exempt entity. Bidders shall not include amounts for Rhode Island State sales, use, or other form of taxes, excise, or other levies in the prices bid for the Items in the Proposal.

The tax-exempt number issued to the Authority by the State of Rhode Island, Department of Treasury, Division of Taxation, is: 984.

The Authority is also exempt from Rhode Island State taxes on material and services purchased in other states on its behalf and delivered within the State of Rhode Island.

**107.21 MEDIA AND PUBLIC RELATIONS (Add this new Subsection)**

The Contractor shall not make statements to any media or provide written, project, visual records by photograph or video or digital recording of the project site or work being performed under this contract to any media without the prior approval of the Authority.

**END SECTION 107**



## **SECTION 108 – PROSECUTION AND PROGRESS**

### **108.01 SUBLETTING OF CONTRACT**

Add the following to this subsection:

No subcontracts or transfers of Contract shall relieve the Contractor of liability under the Contract and Bonds. A copy of written agreements with subcontractors must be submitted when making application to sublet any work under the Contract. Furthermore, no agreements between the Contractor and its subcontractors or vendors shall create any “third party” relationships between said subcontractors or vendors and the Authority.

The Contractor shall provide a written application to the Engineer and obtain prior written consent from the Engineer for any subcontracting of work under this Contract. The Contractor shall also provide a written application to the Engineer and obtain prior written consent from the Engineer before allowing any subcontractor to sublet any portion of its work to a lower-tier contractor. The application for subcontracting by the Contractor or subcontractor shall be accompanied by a statement showing that the subcontractor or lower tier contractor to whom the work is proposed to be sublet is particularly qualified, experienced and equipped for the proposed subcontract.

After review of the application, the consent of the Authority to, or its rejection of, the subcontracting will be provided to the Contractor by letter. Prior to the receipt of this written consent, if any, from the Authority, no work shall be performed on the Project under the subcontract.

The subcontractor shall provide insurance coverage as specified in Subsection 107.13 of the Contract Specifications except when the value of the subcontract as determined by the Authority, warrants lower limits of coverage. In this case, after accepted by the Authority lower limits of coverage shall be afforded.

The Authority, their offices, employees, consultants, the Engineer, their officers, employees, and others lawfully on the property shall be also named as additional insured on the Commercial General Liability and Owner and Contractors Protective policies.

### **108.05 CHARACTER OF WORKERS**

Add the following to this subsection:

The Contractor shall perform national criminal background checks on all workers to be employed on the Project. Background checks shall be performed no earlier than 6 months prior to the worker’s anticipated start date. The Contractor shall provide the Engineer with a list of all workers that will be on-site and the background check for each worker. The background check shall verify that there is a match between the social security number and the worker employed on the project. The list and background check shall include at a minimum the following information for each worker; name, address, telephone number, birth date,

social security number, driver's license state and number, and the results of the criminal background check and social security match check. Any proposed worker with a Felony will be rejected for work on this Contract. Proposed workers with multiple Misdemeanors will be approved for work on the Contract at the discretion of the Engineer. The Contractor shall also provide the Engineer with a list of all vehicles that will be on the job site including the vehicle type, color and license plate number.

The Contractor shall require that any subcontractors or vendors provide national background checks for all workers on the project to the same requirements listed above for the Contractor. The Contractor is responsible for including subcontractor and vendor personnel and vehicle information on the lists provided to the Engineer.

This information shall be provided to the Engineer a minimum of two days before the start of work, and shall be updated as required to reflect additional vehicles and/or personnel. A worker shall not commence work on-site before approval of this information by the Authority.

No separate payment will be made for providing national background checks and lists of personnel and vehicles. All costs associated with performing background checks and providing lists of personnel and vehicles shall be considered incidental costs included in the bid prices of contract work items.

The Contractor and his subcontractors shall also comply with Rhode Island General Law (RIGL) 42-35-3(a) ("E-Verify") and use a federally authorized worker verification program to ensure that all newly hired employees have complied with all applicable federal immigration laws. The Contractor and his subcontractors shall submit to the Engineer for approval their verification of compliance with this requirement for each newly hired employee throughout the duration of the project.

The Contractor shall provide the staff indicated in the Proposal Qualification Questionnaires. If staff identified in the Proposal are no longer in the employ of the Contractor during the performance of work under this Contract, then the Contractor shall submit for approval by the Engineer the qualifications of replacements. Should the Contractor fail to provide the proposed staff or approved and suitable replacements for proposed staff, the Engineer may withhold Progress Payments and/or deduct Liquidated Damages of \$3,000 per day during the period of time that the Contractor fails to comply from any money owed the Contractor.

## **108.07 DETERMINATION AND EXTENSION OF CONTRACT TIME**

Delete this subsection in its entirety and substitute the following:

The work for this Contract includes work under Defined Work Pay Items. All work under Defined Work Pay Items shall be completed no later than December 10, 2021.

### **Miscellaneous Milestones**

- 1.) Installation of Maintenance and Protection of Traffic shall be installed for Toll

- System Integrator (Stage 1 Maintenance and Protection of Traffic as defined by the Contract Drawings) by October 13, 2021.
- 2.) Saw cutting pavement to support the installation of tolling treadles by the Tolling System Integrator by October 22, 2021.
  - 3.) Installation of Stage 2 Maintenance and Protection of Traffic as defined by the Contractor Drawings shall be installed by October 27, 2021.

#### **108.08 DETERMINATION AND EXTENSION OF CONTRACT TIME**

Delete this subsection in its entirety and substitute the following:

The Contractor is advised that short duration halts to work at the Jamestown Plaza may be directed by the State Police for security reasons. The Contractor shall comply with any requests by the State Police or the RITBA or their agents to temporarily halt work and have all personnel leave the plaza site.

Where appropriate under the provisions of this subsection, extensions or reductions to the Contract Time may be provided by Change Order, however, such extensions or reductions will be allowed only to the extent that the increase or decrease in the Work or delays of the types indicated herein affect current controlling operations and the overall Completion. Increases or decreases in Work or such delays that do not affect the overall completion are not to be the basis for reduction or extension of Contract Time. Extensions of Contract Time will not be granted under this subsection where it is determined by the Engineer that the Contractor could have avoided the circumstances which give rise to his requesting such extensions.

If the Contractor is delayed in completion of the Work by reason of changes made under Subsection 104.02, or by any act of the Contractor consistent with Subsection 105.10, or due to the discovery of archaeological finds consistent with Subsection 107.11, or the discovery of hazardous substances, or by any act of the Engineer or of the Authority not contemplated by the Contract, any extension of Contract Time commensurate with the delay in overall completion of the Contract thus caused will be granted and the Contractor is relieved from any claim for liquidated damages or engineering and inspection charges.

The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

The Authority, in determining an extension of time, may, at its discretion, take into consideration any delay or delays caused by conditions beyond its control, and without the fault of the Contractor, such conditions including, but not limited to the order, decree, or judgment of any court of judge thereof, fire, other casualty, strikes, lockouts, or acts of God.

The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

#### **108.08 FAILURE TO COMPLETE ON TIME**

Add the following to this Subsection:

In addition to Liquidated Damages for the period of time that work remains uncompleted after the time established for completion of work, Liquidated Damages will be deducted from any money owed the Contractor for any safety incidents or suspension of work due to safety issues as specified in Subsection 107.08, and for any suspension of work due to issues with the character of the workers as specified in Subsection 108.05.

**108.10    TERMINATION OF CONTRACT**

Add the following to this Subsection:

The Authority also reserves the right to terminate the Contract or any portion thereof, at any time, upon a determination by the Authority, in its sole discretion, that such termination is in the best interest of the Authority.

**END OF SECTION 108**

## SECTION 109 – MEASUREMENT AND PAYMENT

### 109. 06 PARTIAL PAYMENTS

#### a. Amount

Delete the first paragraph in its entirety, and insert the following:

The amount of the monthly payment shall be One Hundred (100) percent of the contract price for the work as estimated and accepted by the Engineer, subject to 5% retainage for performance of the work and an additional 3% retainage for State of Rhode Island tax compliance (applicable to out-of-state contractors), pursuant to Title 44, Chapter 1, Section 6 of the General Laws of Rhode Island (44-1-6). The Contractor, even if based in Rhode Island, is advised to include these terms in subcontracts with nonresident subcontractors.

#### b. Conditions

Add the following to this subparagraph:

4. The materials have been inspected and appear to be acceptable based upon available suppliers' certification or material test reports.
5. The Contractor has provided the Authority with an invoice or bill or sale sufficient to show the price paid for the material, and a "Notarized Statement" from the Supplier indicating that there are no liens for said materials stored for incorporation into this project.
6. The materials have been properly stored and protected along or upon the site or have been stored at locations owned or leased by the Contractor or the Authority within the State of Rhode Island and Providence Plantations.
7. The materials, if stored on property not belonging to the Authority, are fenced in with access limited to the Authority and the Contractor and the fenced-in materials are clearly identified in large letters as being without encumbrances and for use solely on the Project.
8. When such materials are stored in a leased area, the lease is made out to the Contractor and provides that it shall be canceled only with the written permission of the Engineer.
9. The Contractor shall submit a notarized statement that all subcontractors, vendor and/or suppliers have been paid the due portion of any partial payments previously submitted to the Authority and approved and paid by the Authority.

The Contractor assumes full responsibility for the safe storage and protection of the materials and nothing in this Subsection alters the provisions of Subsections 107.11 and 107.13. If material paid for under this Subsection are damaged,

stolen, or prove to be unacceptable, the payment made therefore shall be recovered by the Authority by way of deduction from subsequent estimates and payments.

Payment for materials as provided in this Subsection shall not be deemed to be an approval of such materials, and the Contractor shall be responsible for and must deliver to the site and properly incorporate in the work only those materials that comply with the Contract Documents.

The Contractor shall pay any and all costs of handling and delivering materials to and from the place of storage to the project site, as well as any storage rental. Any taxes levied by any government against the material shall be borne by the Contractor.

The Contractor shall submit a notarized statement that all subcontractors, vendors and suppliers have been paid the due portion of any partial payments previously submitted to the Authority and approved and paid by the Authority. The Authority may withhold partial payment to the Contractor if this notarized statement is not submitted as part of the request for payment.

**c. Maximum Payment**

Delete the last paragraph without replacement.

**109.07 PARTIAL PAYMENT OF LUMP SUM ITEMS**

Modify the first sentence of the first paragraphs to read as follows:

Each monthly period the Engineer and the Contractor...

Add the following:

The Contractor shall submit a notarized statement that all subcontractors, vendors and suppliers have been paid the due portion of any partial payments previously submitted to the Authority and approved and paid by the Authority (Form C-100). The Authority may withhold partial payment to the Contractor if this notarized statement is not submitted as part of the request for payment. The Contractor shall require subcontractors to provide the same statement.

**109.08 PAYMENT OF WITHHELD FUNDS**

Delete this subsection in its entirety without replacement.

**END OF SECTION 109**

## **SECTION 110 – PROJECT PERMITTING AND APPROVALS (New Section)**

It is the Contractor's sole responsibility to secure the required permits and approvals from various agencies, and provide notification to various property owners, in order to perform work on the bridges, roadways and any other work area under this Contract. No separate payment will be made for securing the required permits or approvals to perform the work or to provide notification, or for any delays associated with securing of permits or approvals or providing notification. All costs associated with securing of permits or approvals to perform the work or provide notification, or delays associated with securing permits or approvals or providing notification, shall be considered incidental costs included in the bid prices of Contract work items.

Control of water, debris and slurry and water treatment and release - RI Department of Environmental Management and other local and state agencies

**END OF SECTION 110**

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY  
JAMESTOWN, RI**

**CONTRACT 21-03**

**NEWPORT/PELL BRIDGE  
PHASE I – AET CONVERSION**

**SPECIAL PROVISIONS  
DIVISION III – CONSTRUCTION DETAILS**

The applicable requirements of the Standard Specifications shall apply except as modified and supplemented by the following and the Contract Drawings.

**926.9901 – MOVABLE THOMAS BARRIER**

**926.9901.01 DESCRIPTION**

This work consists of providing movable steel barriers for temporary traffic control at the locations shown on the plans or as directed by the Engineer, all in accordance with these specifications.

The work shall include furnishing, installing, maintaining and final removal of movable steel barriers for channelization of traffic and/or work zone protection.

**926.9901.02 MATERIALS**

The steel barrier shall be crash tested and approved to meet NCHRP 350 TL-3 or higher and must be on the Department's Approved Materials List.

**926.9901.03 CONSTRUCTION METHODS**

Movable steel barriers shall be placed on the pavement at locations indicated on the Contract Drawings or as directed by the Engineer. Installation shall be per the manufacturer's specifications, details, and the approved shop drawings.

Care shall be exercised during transporting, storing, hoisting and handling of the units to prevent damage. No damaged units shall be installed. Units showing defects or damage as a result of the Contractor's operations or negligence shall be removed and replaced or repaired by the Contractor at no additional cost to the State.

Barriers shall be carefully removed from their initial locations and transported to alternate locations where they shall be placed on the pavement as directed by the Engineer.

The barrier units shall be placed in such a manner as not to leave exposed blunt ends of said units.

Upon completion of the Contractor shall completely remove and dispose of said barrier units from the project site.

**926.9901.04 METHOD OF MEASUREMENT**

"MOVABLE THOMAS BARRIER" will be measured for payment by "LINEAR FOOT" of the continuous runs of those units actually placed in accordance with the Contract Drawings and/or



directed by the Engineer.

**926.9901.05 BASIS OF PAYMENT**

The accepted quantity of “MOVABLE THOMAS BARRIER” will be paid for at the contract unit price per linear foot as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, tools, materials, equipment, initial placement of the units in accordance with the Plans, furnishing, hauling, handling, any new parts required to secure the units to the pavement or to adjacent units, subsequent removal of said units and for all incidentals required to finish the work, complete and accepted by the Engineer.

The Contractor shall not be compensated for any work necessary to realign barrier units if they are disturbed or damaged as a result of the Contractor’s operations.

The Contractor shall be paid 90 percent of the contract unit price when the barrier units are in place. The remaining 10 percent of the contract unit price will be paid when the barrier units have been removed from the project.

<u>Pay Item</u>	<u>Payment Reference Description</u>	<u>Pay Unit</u>
926.9901	Movable Thomas Barrier	Linear Foot

## **201.9901 – REMOVE AND STOCKPILE ON SITE PLASTIC CURB**

### **201.9901.01 DESCRIPTION**

This work shall consist of the removal and stockpiling of existing plastic curb at the locations shown on the Plans or as designated by the Engineer.

The work in this section also includes but is not limited to the following:

1. Removal and stockpiling existing Bollard and Panel Markers attached to plastic curbs within the limit of disturbance.
2. Removal of all bolts, anchors, nuts, washers used to install existing plastic curbs.

### **201.9901.02 CONSTRUCTION METHODS**

The existing concrete curb shall be carefully removed to minimize damage to the roadway pavement. The curbing will then be removed and stockpiled in accordance with the Standard Specifications.

Any remaining holes or damage to the roadway pavement shall be patched and restored in accordance with the Standard Specifications.

Construction shall be performed in accordance with the Contract Documents and the applicable sections of the Rhode Island Standard Specifications for Road and Bridge Construction, latest revision. The Contractor is responsible for any ancillary damage to facilities caused in the execution of this task, including damage to the plastic curb itself.

### **201.9901.03 METHOD OF MEASUREMENT**

“REMOVE AND STOCKPILE ON SITE PLASTIC CURB” will be measured for payment by “LINEAR FOOT” of plastic curb removed as listed in the Proposal and in accordance with the Contract Documents and/or as directed by the Engineer.

For Defined Work Pay Items, the cost of Traffic Control will not be measured separately, and no separate payment shall be made for Traffic Control and the costs for Traffic Control will be included in the unit costs of the work items.

### **201.9901.04 BASIS OF PAYMENT**

The accepted quantity of “REMOVE AND STOCKPILE ON SITE PLASTIC CURB” will be paid for at its respective contract unit price per “LINEAR FOOT” as listed in the Proposal. The price so-stated shall constitute full and complete compensation for all labor, materials, tools and equipment, and all other incidentals required to complete the work as described in these Special Provisions and elsewhere in the Contract Documents, complete in place and accepted by the Engineer.

For Defined Work Pay Items, the cost of Traffic Control will not be measured separately, and no separate payment shall be made for Traffic Control and the costs for Traffic Control will be included in the unit costs of the work items.

<u>Pay Item</u>	<u>Payment Reference Description</u>	<u>Pay Unit</u>
201.9901	Remove and Stockpile on Site Plastic Curb	Linear Foot