

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

JAMESTOWN, RHODE ISLAND

CONTRACT NO. 22-04

**NEWPORT/PELL BRIDGE
PIER 5W GIRDER TEMPORARY SHORING AND BEARING REMOVAL
AND REPLACEMENT**

MARCH 2022

March 22, 2022 Issue For Bid

**WSP USA
NEW YORK, NEW YORK**

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

CONTRACT NO. 22-04

**NEWPORT/PELL BRIDGE
PIER 5W GIRDER TEMPORARY SHORING AND BEARING REMOVAL AND
REPLACEMENT**

TABLE OF CONTENTS – Page 1 of 2

<u>Description</u>	<u>Page</u>
Notice to Contractor	A-1 to A-3
List of Drawings	D-1
Proposal	P-1 to P-4
Statement of Qualifications – Prime Contractor	1 to 9
Proposal Bond	PB-1
Contract Agreement	C-1 to C-3
Confidentiality Agreement	CA-1
Non-Collusion Affidavit and Verification	NC-1
Minority/Disadvantaged/Woman-Owned Business Enterprise Affidavit and Verification	MDWBEAV-1
Inspection Affidavit	IA-1
Wage Rates	WR-1
Contract Performance Bond	CPB-1 to CPB-2
Payment Bond	PAB-1 to PAB-2
Project Specifications	i

CONTRACT NO. 22-04
NEWPORT/PELL BRIDGE
PIER 5W GIRDER TEMPORARY SHORING AND BEARING REMOVAL AND
REPLACEMENT

TABLE OF CONTENTS – Page 2 of 2

<u>Description</u>	<u>Page</u>
Special Provisions	
Division I - General Requirements and Covenants	I-1 to I-35
Division II - Construction Details - Sections 825 through 944	II-1 to II-2
Section 946 Shoring Assembly	946-1 to 946-3
Section 947 Bearing Removal and Replacement	947-1 to 947-6
Section 953 Miscellaneous Repairs	953-1 to 953-2
Section 999 Best Management Practices	999-1 to 999-2

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

NOTICE TO CONTRACTORS

CONTRACT 22-04

**NEWPORT/PELL BRIDGE
PIER 5W GIRDER TEMPORARY SHORING AND BEARING REMOVAL AND
REPLACEMENT**

MARCH 2022

Proposals addressed to the Rhode Island Turnpike and Bridge Authority (Authority) for Contract No. 22-04 Newport/Pell Bridge Pier 5W Girder Temporary Shoring and Bearing Removal and Replacement will be received by the Authority at One East Shore Road, Jamestown, Rhode Island 02835, until 10:00 AM on April 11, 2022. Please note that the bidder is responsible for verifying that Federal Express or other mail delivery can be received by the time noted.

This Contract shall consist of work performed on Newport/Pell Bridge. The work to be performed includes the following as outlined in the Contract Drawings and the Contract Specifications:

- Fabrication and Installation of temporary shoring at Pier 5W at two girders
- Removal and replacement of existing rocker bearings with new disc bearings at the two girders at Pier 5W

Work to be performed under daily closures of the eastbound and/or westbound travel lanes provided by the Authority.

Proposal, Contract Drawings, Supplementary Specifications and other Contract Documents for the work are available in electronic format through the Authority and are not transferrable.

2004 Edition Amended March 2018 of State of Rhode Island Standard Specifications for Road and Bridge Construction, with all amendments and supplements through September 2018 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 Microsoft Teams format Pre-Bid Conference at which all bidders are encouraged to have a representative in attendance. Prospective bidders shall email addresses of attendees for the Pre-Bid Meeting to debra.moolin@wsp.com and copy eseabury@ritba.org. 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. ALL questions or clarifications concerning the Contract documents shall be submitted by e-mail to procurement@ritba.org no later than 4:00 PM on March 29, 2022.

The bidder's attention is directed to the fact that the Authority is soliciting bids from qualified contractors who shall assume the sole responsibility for the quality of materials and workmanship. Statement of Qualifications forms 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. 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.

Proposals, with accompanying check or bid bond, shall be enclosed in an opaque sealed envelope that will 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.

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 make the award to the lowest responsive and responsible bidder. The successful Bidder shall execute and deliver the Contract and 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 three (3) weekdays after receipt of Notice to Proceed but 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 prebid meeting to be held at 1:30 PM on March 24, 2022, on Microsoft Teams.

The Authority intends to adhere to the following schedule:

1. Drawings Available to Contractors – by Close of Business on March 22, 2022
2. Teams Format Pre-Bid Meeting at 1:30 PM on March 24, 2022

3. Deadline for written questions by Contractors – 4:00 PM on March 29, 2022
4. Answers to Contractors Questions and any Addendum Distribution – Close of Business April 4, 2022
5. Receive proposals by 10:00 AM on April 11, 2022
6. Review and evaluate proposals with Notice of Intent to Award April 14, 2022
7. Contractor to submit required insurance and Contract Bond by April 18, 2022
8. Execute Contract and issue Notice to Proceed April 20, 2022
9. Contractor to start work by April 25, 2022
10. Contractor shall complete installation of the temporary girder shoring at both locations by May 23, 2022
11. Contractor shall complete the removal and replacement of the bearings at both locations within 4 weeks of receipt of bearings.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

LIST OF DRAWINGS

SHEET
NO.

TITLE

1	COVER SHEET
2	QUANTITIES, ABBREVIATIONS AND LEGEND
3	GENERAL NOTES
4	PIER 5W SHORING DETAILS
5	PIER 5W PROPOSED BEARING DETAILS
	REFERENCE DRAWINGS

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

PROPOSAL

CONTRACT 22-04

**NEWPORT/PELL BRIDGE
PIER 5W GIRDER TEMPORARY SHORING AND BEARING REMOVAL AND
REPLACEMENT**

MARCH 2022

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 2004 Edition, including subsequent corrections and addenda through March, 2018 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 they thoroughly understand 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 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.

Any "Extra Work" or "Force Account Work" will be paid for as set forth in the Standard Specifications Subsections 104.05 and 109.04, and the undersigned Bidder hereby agrees to accept payment therefore as stated therein.

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).

Item Description and Written Bid Prices	Estimated Quantity	Unit	Unit Price/Unit (Figures)	Total
1. Performance Bond ____ Dollars and ____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____
2. Payment Bond ____ Dollars and ____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____
3. Mobilization ____ Dollars and ____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____
SA1. Shoring Assembly ____ Dollars and ____ Cents Each	2	EA	\$ _____ Each	\$ _____
BR1. Bearing Removal and Replacement ____ Dollars and ____ Cents Each	2	EA	\$ _____ Each	\$ _____
BR2. Bearing Procurement - ALLOWANCE ____ Twenty Five Thousand Dollars and ____ No Cents Each	1	LS	\$ <u>25,000</u> Allowance	\$ <u>25,000</u>
MR1. Miscellaneous Repairs – ALLOWANCE ____ Twenty Five Thousand Dollars and ____ No Cents Lump Sum	1	LS	\$ <u>25,000</u> Lump Sum	\$ <u>25,000</u>

TOTAL _____

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 and completion date/schedule included in the Contract.

The undersigned hereby acknowledges receipt of the following addenda:

Addenda No.	Dated

_____ Contractor

By: _____

By: _____

Address: _____

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

_____ Title

_____ Title

_____ Title

_____ Title

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

CONTRACT NO. 22-04

**NEWPORT/PELL BRIDGE
PIER 5W GIRDER TEMPORARY SHORING AND BEARING REMOVAL AND
REPLACEMENT**

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.

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 (Steel Bridge Repair and Bearing Replacement)?_

(a) As a general contractor? _____

(b) As a subcontractor? _____

4. List below construction projects of a value of over \$1,000,000, 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)

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

8B. Home Address _____

8C. Total years experience in the field of general contracting including steel bridge repairs and bearing replacement.

8D. Total years experience as Project Manager in general contracting including steel bridge repairs and bearing replacement.

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

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

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

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 steel bridge repairs and bearing replacement.

9D. Total years experience as Construction Superintendent in general contracting including concrete deck 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 steel bridge repairs and bearing replacement.

10D. Total years experience as Quality Assurance Officer in general contracting including steel bridge repairs and bearing replacement.

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 steel bridge repairs and bearing replacement.

11D. Total years experience as Safety Officer in general contracting including steel bridge repairs and bearing replacement.

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 steel bridge repairs and bearing replacement.

12D. Total years experience as Scheduler in general contracting including bridge steel 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 their knowledge and the undersigned intends that the Rhode Island Turnpike and Bridge Authority rely thereon in awarding this Contract.

Bidder: _____

By: _____
(Title)

Address: _____

Date _____

PROPOSAL BOND

KNOW ALL PERSONS 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 22-04 Newport/Pell
Bridge Pier 5W Girder Temporary Shoring and Bearing Removal and Replacement.

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

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. 22-04 Newport/Pell Bridge Pier 5W Girder Temporary Shoring and Bearing Removal and Replacement, 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 (4) 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 their 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.

There may be deducted from the amount payable to the Contractor, by the Authority, under this contract, a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such a person is discriminated against or intimidated in violation of the provisions of the Contract.

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__.

RHODE ISLAND TURNPIKE & BRIDGE AUTHORITY

In the Presence of:

by: _____

(Title)

by: _____

(Title)

by: _____

(Title)

Rhode Island Turnpike and Bridge Authority
CONFIDENTIALITY AGREEMENT
CONTRACT 22-04

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 22-04**, 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 22-04** 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

NON-COLLUSION AFFIDAVIT AND VERIFICATION

Contract No. 22-04

**Newport/Pell Bridge
Pier 5W Girder Temporary Shoring and Bearing Removal and Replacement
Jamestown, Rhode Island**

STATE OF _____

}

COUNTY OF _____

ss}

}

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_____

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 the Contractor 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 workers 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.

CONTRACT PERFORMANCE BOND

KNOW ALL PERSONS 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 _____, 2020, enter into a written Contract with the Authority, being Contract No. 22-04 Newport/Pell Bridge Pier 5W Girder Temporary Shoring and Bearing Removal and Replacement for approximately the sum of _____ Dollars (\$ _____)

NOW, THEREFORE, if Contractor, their 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 their 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

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. 22-04 Newport/Pell Bridge Pier 5W Girder Temporary Shoring and Bearing Removal and Replacement 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)

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.

END OF PAYMENT BOND

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

CONTRACT NO. 22-04

NEWPORT/PELL BRIDGE

**PIER 5W GIRDER TEMPORARY SHORING AND BEARING REMOVAL AND
REPLACEMENT**

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 SEPTEMBER, 2018, 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.

SPECIAL PROVISIONS

DIVISION I

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 their 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. However, limitations on work may be addressed under specific work items in Division II of these Specifications. 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 their 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. The Bidder is alerted to the fact that Statements of Qualification forms are required for the Prime Contractor. A form for this is included in the Proposal and shall be completed by the bidder and attached to their Proposal. Failure of a Bidder to submit completed form with their Proposal may be cause for rejection of their bid.

The Authority shall consider the qualifications of 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.

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 2nd and 3rd paragraph and add the following to this Subsection:

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

Have 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. Environmental permits, restrictions, requirements including but not limited to the removal and disposal of materials and compliance with local noise ordinances
- e. The confirmation and condition of the ground and work area and means of access
- f. 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 accordance with the dates and requirements included in the Notice to Contractors. 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 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. To examine plans contact Eric Seabury at the RITBA to schedule an appointment. Reference drawings have been included with the Contract Drawings of existing bridge elements associated with the work on this contract.

Prints or electronic files 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 are 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, and the installation of various cameras and communication systems, and navigation systems attached to various bridge elements.

Each bidder will be required to adequately inspect the Newport/Pell Bridge structure as needed at any time during the bidding period in order to fully ascertain for itself the condition of the existing structure and project site, possible means of access to and egress from different portions of the structure, 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 PIER 5W GIRDER TEMPORARY SHORING AND BEARING REMOVAL AND REPLACEMENT- CONTRACT 22-04. 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 e-mailed to the address provided by the Contractor, duly numbered and dated, and/or Notices. Bidders are required to provide notice of receipt by return e-mail. Revisions must also 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 NON-MANDATORY PRE-BID CONFERENCE (Add this new Subsection)

The Rhode Island Turnpike and Bridge Authority will hold a non-mandatory pre-bid conference concerning this contract, titled, Contract 22-04 Newport/Pell Bridge Pier 5W Girder Temporary Shoring and Bearing Removal and Replacement. The conference will be held via Teams format at 1:30 PM on March 24, 2022. All bidders are encouraged to have a representative in attendance – please email the email addresses of attendees to eseabury@ritba.org and debra.moolin@wsp.com.

END OF SECTION 102

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

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:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
1	Performance Bond	Lump Sum
2	Payment Bond	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 their 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:

Work shall be performed under Single Lane Daily Lane Closures of the eastbound and/or westbound travel lanes provided by the RITBA, under the hours and requirements specified herein.

Daily Lane Closures

Where and when daily lane closures are permitted, the Contractor's actual access to the lane closures, under single lane eastbound/westbound closures provided by RITBA, shall be as follows:

- 9:30 AM to 2:30 PM Monday through Friday

Holiday and Special Event Lane Closure Embargos:

No lane closures will be permitted on Holidays or during Special Events and 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 will have lane closure embargos – with notice given to the Contractor at least two weeks before these discretionary embargos. Holidays and Special Events included in the lane closure embargoes are as listed below:

- Memorial Day
- Fourth of July
- Newport Folk Festival
- Newport Jazz Festival
- Victory Day
- Labor Day
- Newport Boat Show
- Columbus Day
- Thanksgiving
- Christmas
- New Year's
- Newport St. Patrick's Day Parade

The Contractor is advised that short duration halts to work on the bridge 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 bridge site.

The Contractor is alerted that a protected species of Falcon nests at the Newport Bridge Pier 4W and frequents other locations in and around the bridge.

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 the Contractor's 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.

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.

Lane Closure Scheduling and Coordination:

The Contractor is alerted that other repair contracts and/or maintenance work by the RITBA may be under construction concurrently with this contract. Contract 22-04 work has priority regarding lane closures, and any lane closures

requested by others for work must be coordinated with the lane closures scheduled for Contract 22-04.

The Contractor shall submit a daily work schedule to the Engineer to coordinate daily lane closures with RITBA, with the initial project baseline schedule for approval by the Engineer and the Authority. For any lane closures not previously scheduled and coordinated by the Contractor for Contract 22-04 work, or for any revision to the scheduled lane closures, other previously scheduled lane closures will take priority over this Contract as determined by the Engineer.

During the progress of work, the Contractor shall submit, by close of business Wednesday of each week, rolling three week look ahead lane closure schedules to the Engineer for coordination with other work and for posting of lane closures to the RITBA lane closure calendar. For any lane closures not previously scheduled and coordinated by the Contractor with RITBA for Contract 22-04 work, or for any revision to the scheduled lane closures, other previously scheduled contract or maintenance work will take priority over this Contract at the determination of the Engineer.

Lane closures shall also be scheduled and coordinated by the Contractor with the Engineer on a weekly basis. The weekly schedules are subject to approval by the Engineer and the Authority and are strictly restricted to between the hours noted above. The weekly schedules shall be submitted by close of business on the Wednesday prior (with the three week rolling schedule update).

The Contractor shall also on a shift by shift basis, finalize coordination with the Engineer for the lane closures that will be put in place, and any changes to the previously scheduled lane closure are subject to approval by the Engineer.

Method of Measurement and Basis of Payment

The RITBA will provide the maintenance of traffic for daily lane closures therefore no costs will be measured or paid to the Contractor for maintenance and protection of traffic.

104.13 CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERWAY

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 fifteen (15) 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.

In spite of 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 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 its 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 it 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 in an expedited manner to meet the schedule requirements for the installation of the temporary shoring and removal and replacement of bearings.

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

Within three (3) 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 their inspection of the Work nor inspections, tests or approvals by persons other than the Contractor relieves the Contractor from its 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 their Work until it 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 the Contractor's 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 may 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 the Contractor's work area on the bridge including 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 their 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 manufacturer's specification for quality requirements.

106.10 PROCUREMENT OF DISC BEARING ASSEMBLY COMPONENTS (Add this new Subsection)

The proposed disc bearings shall be provided by the particular supplier described, and of the type specified, in the Contract Plans. Other bearing assembly components, as identified in the Contract Plans, shall also be provided by the same supplier. No substitutions are permitted without the prior approval of the Engineer. The sole source identified for the Disc Bearing assemblies is required to meet the project schedule.

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 work '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.

107.08 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 and to the Director of Engineering of the Authority at the main office of the Rhode Island Turnpike and Bridge Authority. In addition, the Contractor must promptly report in writing to the Engineer and the Authority, 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 the Contractor's work areas 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, 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.

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 or 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.

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 and their successors, and all of its officers, agents, and employees, and the Consultant, WSP USA, and its 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 its subcontractors, whether or not the same 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 its 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, the Contractor's 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 the Contractor or its 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 they have 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 itself, 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 its 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 their 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 an act or omission on the part of Contractor, or its agents, employees or servants; and the Contractor 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 its 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 them of all the required insurance policies before submitting their bid. The cost of insurance shall be included in the Total Contract Bid Price in the Proposal.

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 and Providence Plantations, 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 COAST GUARD REQUIREMENTS (Add this new Subsection)

The Contractor shall, during the bidding period, determine by its own means and to its own satisfaction any and all other Coast Guard requirements for the performance of the work of this Contract. The Contractor shall determine all costs of compliance with Coast Guard requirements and shall include said costs in the price bid for the scheduled items in the Proposal.

The construction work specified by the Contract Documents shall comply with the following conditions:

1. Two copies of the Contractor's Plan, Schedule and Sequence of Operations, reviewed and accepted by the Engineer shall be submitted to the US Coast Guard Office for approval prior to commencement of any work. The plan, schedule and sequence of operation shall include: a sketch of the waterway; the bridge; the location of any restrictions that will be placed in the waterway such as barges, anchors and anchor lines; the location and height above mean high water of any scaffolding or netting; details of all bridge equipment and navigation aids that may require temporary relocation in order to remain in operation and the durations of their temporary relocation, including but not limited to: RaCon navigation unit, maintenance and light post luminaires, weather sensing equipment, navigation lights, cameras, foghorns, access lifelines, etc.; and a projected set of dates and length of time each operation will take. The schedule should also include the hours of operation and whether or not the equipment is removed at night. The Contractor's operation shall in no way hinder the safe navigation of the waterway without express written approval from the US Coast Guard. The Contractor will be required to comply with all provisions of the U.S. Department of Transportation, United States Coast Guard publication titled, Navigation Rules International-Inland. Copies of the latest publication may be obtained from <http://www.navcen.uscg.gov/mwv/navrules/navrules.htm> or from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20401. Refer to Stock Number COMDTINST M16672.2D or latest version available.
2. One copy of the plan and schedule approved by the US Coast Guard Office will be returned to the Contractor with their approved stamp and/or comments as appropriate.
3. The proposed Plan, Schedule and Sequence of Operation shall first be submitted to the Engineer for review and approval. Upon acceptance by the Engineer, submittal shall be made to the US Coast Guard.
4. The submittal to the US Coast Guard shall be made to:

Commander (OBR)
First Coast Guard District
408 Atlantic Avenue
Boston, MA 02110
Attention of: Mr. John McDonald, Bridge Administrator
A copy of the submittal shall be sent to:

Edward G Leblanc
Commander, USCG (Retired)

Chief, Waterways Management Division Coast Guard Sector
Southeastern New England 408 Atlantic Avenue
Boston, MA 02110
United States of America

The US Coast Guard requirements include, but may not be limited to the requirements specified hereinafter:

1. Scaffolding, rigging and associated supports shall not interfere with the normal operation of the bridges. No existing bridge navigation lights shall be blocked during darkness. The existing RaCon equipment shall be operational and unaffected by rigging and associated supports. Security cameras shall be operational and unaffected by rigging and associated supports.
2. During the progress of work, should any materials, machinery or equipment be lost, dumped, thrown overboard, sunk or misplaced that may be dangerous to or obstruct navigation, immediate notice shall be given to the US Coast Guard Office and the object must be removed with utmost dispatch. Until removal can be effected, the objects shall be properly marked in order to protect navigation. Notice to the US Coast Guard Office shall give a description and location of any such object and the action taken or being taken to protect navigation.
3. It shall be the responsibility of the Contractor to insure that channel depths are not affected by the work. Should it be suspected that the channel depths may have been impaired or that an obstruction may exist from the work, the Contractor shall, upon request of the US Coast Guard Office or Corps of Engineers, provide the necessary equipment and personnel to undertake a survey to determine the presence of any obstruction, objects or silting that may have occurred during the work. The cost of this work shall be borne by the Contractor at no additional cost to the Authority.
4. Placement of floating equipment, if any is employed on the project, shall be done so as to provide the minimum horizontal clearance as determined by the US Coast Guard.
5. Floating equipment shall be lighted in accordance with the provisions as outlined in the Navigation Rules International-Inland.

If barges are used, and held in place by anchors, each anchor line shall be marked by a lighted anchor buoy.

Floating equipment shall have a radio telephone capable of operation from its main control station in accordance with Part 26 of Title 33, Code of Federal Regulations and shall be monitored during all periods the floating equipment is on station.
6. Spillage of oil and hazardous substances is specifically prohibited by Section 311 of the Federal Water Pollution Control Act, as amended in 1972. Measures including proper maintenance of construction equipment; arrangement of the fuel handling areas so as to permit spills to be contained before reaching a waterway; instructing personnel not to dispose of oil and other such materials into drains or into the waterway directly, as well as other procedures should be planned to prevent spillage. If, in spite of such planning, oil is spilled into the waterway, the US Coast Guard is to be notified immediately at 1-800-424-8802 at all times. A supply of solvent should be retained so that it may be rapidly deployed to soak up any possible spillage, pending

US Coast Guard arrival on the scene. The use of chemical dispersing agents and emulsifiers is not authorized without prior specific Federal approval.

7. No deviation from the approved plan and schedule of operation may be made unless the modification has previously been submitted to and approved by the Authority.
8. The US Coast Guard Office shall be notified immediately upon completion of the subject work being performed on this contract.
9. The Authority and their Engineer assume no responsibility for any damages sustained or caused by the Contractor's equipment. Approval shall not act as waiver of liability for any damage that may result from the Contractor's operation.
10. The Authority has no control over the US Coast Guard and the Authority is not responsible for any delays associated with the approval of the material submitted to the US Coast Guard.
11. Should the Contractor fail to comply with these requirements and should the Federal Government be required to take action for the protection of navigation, or for the protection of the environment, the Authority reserves the right to recover costs for any such action from the Contractor, at no cost to the Authority.

Note: Where US Coast Guard Office is indicated it shall mean Department of Transportation, United States Coast Guard, Commander of the First Coast Guard District.

107.20 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.

107.21 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.

107.22 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 its 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 its 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 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. Should the Contractor fail to provide the proposed staff or approved and suitable replacements for proposed staff, the Engineer may withhold Progress Payments during the period of time that the Contractor fails to comply.

108.07 DETERMINATION AND EXTENSION OF CONTRACT TIME

Delete this subsection in its entirety and substitute the following:

The Contractor shall complete the removal and replacement of the bearings at both locations within 4 weeks of receipt of bearings. The following additional milestones/requirements shall be met by the Contractor:

Contractor shall complete installation of the temporary girder shoring at both locations by May 23, 2022.

The Contractor is advised that short duration halts to work on the bridge 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 bridge site.

The Contractor is advised that there is a protected species of Falcon that nests at Pier 4W and frequents other areas of the bridge site. The Contractor is not to disturb the nesting Falcons at Pier 4W or any new nesting site discovered during this Contract. This is not anticipated to have an effect on this contract due to all work being performed at Pier 5W.

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 the Contractor 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.

108.10 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 Director of Engineering of the Authority, in their 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, vendors 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 bridge, 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. The Contractor may be required to obtain permits or approvals or provide notification for performing work from, but not necessarily limited to:

Coast Guard – See Subsection 107.19

END OF SECTION 110

DIVISION II

CONSTRUCTION DETAILS

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

SECTION 825 PAINTING STRUCTURAL STEEL

Amend the following sections:

825.0.3 Certifications

Delete this subsection without replacement.

SECTION 936 MOBILIZATION

936.01 DESCRIPTION

Add the following to this Subsection:

It is the Contractor's responsibility to provide for fabrication, delivery and storage of materials and equipment necessary to perform the work, and for all space required for the support of the work on this project including parking for workers.

PLEASE NOTE: A Project Office will not be required for this project (Contract 22-04).

The RITBA will allow the Contractor to utilize the RITBA property below the West Approach on the east side of Bayview Drive for mobilization, trailer(s) and laydown. If the Contractor elects to utilize this area, a plan for the use including a sketch of the location of trailer(s), parking and laydown shall be submitted to the Engineer for review and approval. The Contractor shall return the area to its original condition upon project completion at no cost to the RITBA. The RITBA in no way recommends that this location is sufficient for the Contractor's support of work on this project – if the Contractor elects to utilize this area the use is at the Contractor's own risk.

The Contractor shall ensure that adequate provisions are made to support on-site oversight, management, quality control and safety staff during the work performed under this contract.

Items which are not to be included in the lump sum price bid for the item Mobilization, include but are not limited to:

1. Any portion of the work covered by the specific bid item or incidental work which is to be included in a bid item or items.
2. Profit, interest on borrowed money, overhead, or management costs.

936.04 METHOD OF MEASUREMENT

Delete this subsection in its entirety and replace with the following:

This work shall be measured for payment in the manner described below for Pay Item 3 Moibilization:

1. When work commences on-site for the installation of the temporary shoring/jacking assembly, 50% of the lump sum bid price for this item will be certified for payment.
2. When work commences on-site for the removal and replacement of the bearings, 100% of the lump sum bid price for this item, less any previous payment for this item, will be certified for payment.

The Contractor is advised that the second payment of Mobilization noted above is intended to cover any and all costs to the Contractor associated with the time between the installation of the temporary shoring and the receipt of the new bearings for installation such as potential removal/reinstallation/maintenance of access platforms. See Specification Section 947 regarding coordination with the Bearing Manufacturer for fabrication and delivery.

936.05 BASIS OF PAYMENT

Add the following and delete conflicting provisions:

This work will be paid for at the Contract lump sum price for "Mobilization", which price shall include materials, equipment, tools, labor, transportation operations, and all work incidental thereto.

Payment shall be made under:

<u>Pay Item</u>	<u>Ref. No.</u>	<u>Payment Reference Description</u>	<u>Pay Unit</u>
3	3.936	Mobilization	Lump Sum

END OF SECTION 936

SECTION 940 – ON-SITE ADMINISTRATION FACILITY

Delete this Section in its entirety.

END OF SECTION 940

SECTION 944 – DIESEL EMISSIONS REDUCTION PROGRAM

Delete this Section in its entirety.

END OF SECTION 944

SECTION 946 – SHORING ASSEMBLY

946.01 DESCRIPTION

The work of this section covers designing, furnishing, and installing two (2) temporary structural steel shoring assemblies necessary for 1.) the removal of the two (2) existing steel girder expansion rocker bearing assemblies at Pier 5W, and 2.) the subsequent replacement with two (2) new disc bearing assemblies, as shown on the Contract Drawings and as specified herein. The temporary shoring installations require expedited procurement, fabrication, and installation to also provide for the potential over extension of the existing rocker bearings and engagement of the system to maintain support of the girders under failure of the bearings until the bearing replacement is completed.

This work shall also include furnishing and installing additional bearing stiffeners prior to jacking operations, where indicated on the plans.

All materials, labor, tools, equipment, and incidentals necessary to perform the work herein shall be included, except as noted.

Please note: The work of procurement, furnishing, and installing the proposed disc bearing assemblies – including the removal of the existing expansion rocker bearings and the temporary shoring assemblies – is covered under the special provision SECTION 947 - BEARING REMOVAL AND REPLACEMENT. Additionally, the work associated herein with the temporary shoring assemblies – including required submittals – shall be closely coordinated and integrated with the work covered under the special provision SECTION 947 - BEARING REMOVAL AND REPLACEMENT.

Toxic Caveat

The Contractor is hereby notified that existing paint systems on the Newport/Pell Bridge may contain toxic substances such as lead or chromium, and that these substances are considered to be hazardous to personnel, the environment, and the public approximate to the project.

Personnel and Environmental Protection

The provision for protection of personnel, the environment, and the public covers the requirements for removal and containment of paint and/or corrosion products from any steel bridge component, or otherwise specified appurtenances, during cleaning and painting operations.

Requirements to assure that the public, the environment, and the Contractor's personnel, as well as the personnel of the Authority and their representatives, are adequately protected and equipped from the harmful effects of lead, blast media, dust, and fumes resulting from the Contractor's operations are set forth in Section 826.

946.02 APPLICABLE STANDARDS

Applicable portions of the current editions of the publications referenced in this Section form a part of these Specifications.

- (1) RIDOT Standard Specifications Sections and Contract Specifications 808, 824 and all other applicable RIDOT and Contract Specifications.
- (2) Standard Specifications for Highway Bridges, adopted by the American Association of State Highway and Transportation Officials (AASHTO), Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
- (3) Bridge Welding Code, ANSI/AASHTO/AWS D1.5, by the American Welding Society (AWS), (AASHTO) and (ANSI), 2002 edition.
- (4) American Society for Testing and Materials (ASTM), latest edition.
- (5) Steel Structures Painting Council (SSPC), Steel Structures Painting Manual, Volumes 1 and 2, 4th edition.

946.03 SUBMITTALS

In addition to the requirements of the Standard Specifications, the Contractor shall submit the following for approval by the Engineer:

- (1) Shop drawings for the temporary shoring assemblies and the additional bearing stiffeners.

The temporary shoring assemblies shall be coordinated with and integrated, as appropriate, into the following submittals required under the special provision SECTION 947 - BEARING REMOVAL AND REPLACEMENT:

- (2) Jacking plan indicating the schedule for all jacking operations.
- (3) Field Measurements: Required prior to commencement of any work and preparation of shop drawings.
- (4) Sequence of Construction and Plans: Required prior to commencement of any work.
- (5) Detailed jacking procedure.
- (6) Work plan for installing the proposed disc bearing assemblies and subsequent removal of the temporary shoring assemblies.
- (7) Work plan for demolition and removal of existing rocker bearing assemblies.
- (8) Work plan for field cleaning and painting of existing masonry plates to remain.
- (9) Best Management Practice Program to cover the operations over water.

946.04 MATERIALS

- a. Structural steel shall conform to materials identified on the Contract Drawings and the applicable requirements of SECTION 824 – STRUCTURAL STEEL CONSTRUCTION.
- b. Materials for painting exposed steel surfaces shall conform to the applicable requirements of SECTION 825 - PAINTING STRUCTURAL STEEL with overcoat materials intended for minimal surface preparation permitted.

946.05 EXECUTION

- a. Work shall be performed in accordance with the procedures and details indicated on the Contract Drawings, and as specified herein.
- b. Fabrication, handling, and installation of the proposed temporary shoring assemblies and additional bearing stiffeners shall conform to the applicable requirements of SECTION 824 – STRUCTURAL STEEL CONSTRUCTION.
- c. Proposed disc bearing installation under SECTION 947 - BEARING REMOVAL AND REPLACEMENT must be performed following the installation and acceptance by the Engineer of the proposed temporary shoring assemblies at each bearing.
- d. Painting of proposed temporary shoring assemblies, if required, and additional bearing stiffeners shall conform to the applicable requirements of SECTION 825 - PAINTING STRUCTURAL STEEL.
- e. Refer to the “Jacking Notes” and the “Jacking and Bearing Removal and Replacement Procedure” contained in SECTION 947 - BEARING REMOVAL AND REPLACEMENT,

946.06 METHOD OF MEASUREMENT

Temporary shoring assemblies, including each set of additional bearing stiffeners at each bearing location, will be measured for payment on a contract Unit Price per Each for each assembly and associated set of stiffeners, furnished and installed in a manner approved by the Engineer.

946.07 BASIS OF PAYMENT

The furnishing and installation of two (2) temporary shoring assemblies (including all structural steel and fasteners comprising the shoring assemblies and each set of additional bearing stiffeners at each bearing location), required for temporary shoring and for the removal and replacement of the two (2) existing rocker bearing assemblies, shall be paid for at the contract Unit Price per Each, as called for in the Proposal, which price shall constitute full compensation for all labor, materials, tools, equipment, mobilization and incidentals necessary to complete the work, including shop drawings and submittals, as accepted by the Engineer.

The work of designing, furnishing, and installing the proposed disc bearing assemblies – including the removal of the existing expansion rocker bearings and the temporary shoring assemblies – is covered under the special provision SECTION 947 - BEARING REMOVAL AND REPLACEMENT.

<u>Pay Item</u>	<u>Ref. No.</u>	<u>Payment Reference Description</u>	<u>Pay Unit</u>
SA1	SA1.946	Shoring Assembly	Each

END OF SECTION 946

SECTION 947 – BEARING REMOVAL AND REPLACEMENT

947.01 DESCRIPTION

The work of this section covers designing and furnishing all materials, labor, tools, equipment, and incidentals, except as noted, necessary for the removal of the two (2) existing steel girder expansion rocker bearing assemblies at Pier 5W (existing sole plates, pintels and rockers only – existing masonry plates to remain), and subsequent replacement with two (2) new disc bearing assemblies (beveled sole plates, disc bearings, and three masonry spacer plates and any incidentals), as shown on the Contract Drawings and as specified herein.

Please note: The work of designing, furnishing, and installing the shoring assemblies required for bearing removal and replacement is covered under the special provision SECTION 946 – SHORING ASSEMBLY.

Toxic Caveat

The Contractor is hereby notified that existing paint systems on the Newport/Pell Bridge may contain toxic substances such as lead or chromium, and that these substances are considered to be hazardous to personnel, the environment, and the public approximate to the project.

Personnel and Environmental Protection

The provision for protection of personnel, the environment, and the public covers the requirements for removal and containment of paint and/or corrosion products from any steel bridge component, or otherwise specified appurtenances, during cleaning and painting operations.

947.02 APPLICABLE STANDARDS

Applicable portions of the current editions of the publications referenced in this Section form a part of these Specifications.

- (1) RIDOT Standard Specifications Sections and Contract Specifications 824, 825, 828 and all other applicable RIDOT and Contract Specifications.
- (2) Standard Specifications for Highway Bridges, adopted by the American Association of State Highway and Transportation Officials (AASHTO), Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
- (3) Bridge Welding Code, ANSI/AASHTO/AWS D1.5, by the American Welding Society (AWS), (AASHTO) and (ANSI), 2002 edition.
- (4) American Society for Testing and Materials (ASTM), latest edition.
- (5) Steel Structures Painting Council (SSPC), Steel Structures Painting Manual, Volumes 1 and 2, 4th edition.

947.03 SUBMITTALS

In addition to the requirements of the Standard Specifications, the Contractor shall submit the following for approval by the Engineer:

- (1) Field Measurements for Final Disc Bearing Design: Within one week of Notice to Proceed, the Contractor shall measure in the field all dimensions required by the Disc Bearing Manufacturer at each of the two locations for new bearing installation for final design and shop drawing preparation of the bearings, with a copy of the information provided to the Engineer. In addition to measurements requested by the Disc Bearing Manufacturer, the Contractor shall field measure and provide the following at both girder bearing locations: all dimensions, locations, and elevations of the existing pier cap, bearing pads, bearing plates, rockers, sole plates, location of anchor bolts, leans of rockers, and the ambient temperature when the rockers' leans are measured.
- (2) Shop drawings for new disc bearing assemblies (beveled sole plates, disc bearings, and three masonry spacer plates),
- (3) Jacking plan indicating the schedule for all jacking operations. Overweight trucks will be restricted from passage without prior approval during the jacking portions of this contract.
- (4) Sequence of Construction and Plans: Prior to commencement of any work, the Contractor shall submit their proposed sequence and method of construction including drawing plans for review. Means of protecting the Disc Bearing elements from heat and weld splatter shall be included in the plan. The Sequence of Construction and Plans shall be signed and sealed by a Professional Engineer licensed in the State of Rhode Island.
- (5) The Contractor shall submit a detailed jacking procedure including but not limited to: lifting and lowering procedures, provisions for lateral and longitudinal stability, equipment specifications, detailed calculations for review. The procedure shall be signed and sealed by a Professional Engineer licensed in the State of Rhode Island.
- (6) The Contractor shall calibrate all the jacks to be used with the temporary shoring assembly and submit all certified calibration charts.
- (7) Work plan for installing the proposed disc bearing assemblies and subsequent removal of the temporary shoring assemblies, furnished and installed under the special provision SECTION 946 – SHORING ASSEMBLY.
- (8) Work plan for demolition and removal of existing rocker bearing assembly as shown on the plans (existing masonry plates to remain).
- (9) Work plan for field cleaning and painting of existing masonry plates to remain.
- (10) Best Management Practice Program: The Contractor shall develop a Best Management Practice Program to cover the operations over water. This Program shall cover, in detail, all areas of the work and submit to the Authority. See Specification 999.

947.04 MATERIALS

- a. Proposed Disc Bearings shall be as shown on the Contract Documents. In order to meet the expedited schedule for this project, preliminary disc bearing design will be completed and the bearing type and Manufacturer provided to Bidders as an Addendum to be issued in accordance with the procurement schedule included in the Notice to Contractors. The Contractor shall submit a purchase order for these bearings and arrange delivery of the bearings for receipt by the Contractor. The final design of the bearings and production of shop drawings by the bearing manufacturer require detailed dimensions retrieved from the two locations for bearing installation. The Contractor shall access both locations and obtain the required dimensions as a first task upon Notice to Proceed for this contract and within one week of Notice to Proceed – this is considered incidental, and no additional payment shall be made for this work. Upon receipt of the bearings, the storage, handling and installation of the bearings shall be the Contractors responsibility, and shall be performed in conformance with the applicable requirements of SECTION 828 – BRIDGE BEARINGS and the Manufacturer’s recommendations and requirements.
- b. Structural steel be as identified on the Contract Drawings and conform with the applicable requirements of SECTION 824 – STRUCTURAL STEEL CONSTRUCTION.
- c. Materials for painting exposed steel surfaces shall conform to the applicable requirements of SECTION 825 - PAINTING STRUCTURAL STEEL. Overcoat paint materials that can be utilized with minimal surface preparation are permitted.

947.05 EXECUTION

- a. Work shall be performed in accordance with the procedures and details indicated on the Contract Drawings, and as specified herein.
- b. Proposed disc bearing installation must be performed following the installation and acceptance by the Engineer of the proposed temporary shoring assemblies at each bearing.
- c. It is the Contractor’s responsibility to coordinate the final design and procurement of the bearings with the Manufacturer as noted above in the Materials section. It is also the Contractor’s responsibility to plan for the potential removal and reinstallation and/or maintenance of any and all access that was in place for the shoring installation and/or may be required for the bearing removal and replacement as may be required by the schedule for bearing delivery. A second Mobilization payment has been included as noted in Specification Subsection 936 to cover any and all such costs. No additional payment will be made for any costs associated with the period of time between installation of the shoring and performance of the bearing removal and replacement.
- d. Painting of proposed beveled sole plates and masonry spacer plates shall conform to the applicable requirements of SECTION 825 - PAINTING STRUCTURAL STEEL.
- e. Jacking Notes:
 - (1) The shoring assembly for jacking and jacking procedures, described in the Contract Documents, consist of a conceptual suggested method. If the Contractor elects to use this concept or any other concept, it shall be designed and detailed by a Professional Engineer licensed in the State of Rhode Island. Approval of the Contractor’s methods does not relieve the Contractor of its responsibility for the safety of the structure or the travelling public.
 - (2) All jacks used in lifting the girders shall be hydraulically equalized by a common manifold to ensure that an equal force is applied simultaneously to each jack.

- (3) The Contractor is advised that lateral and longitudinal support shall not be compromised while the girders are in a jacked/shored condition. As part of the shop drawing submittal, the Contractor shall submit their plan to assure the lateral and longitudinal stability of each span as bearings are removed and replaced at each stage until all bearings are in place.
- (4) All jacks shall be equipped with locking screw collars to be kept finger tight during jacking operations.
- (5) The minimum jacking capacity is required to be 1.5 times the total jacking load of 550 Kips per bearing.
- (6) The Contractor shall calibrate all jacks to be used with the temporary shoring assembly and submit all certified calibration charts to the Engineer.

f. Jacking and Bearing Removal and Replacement Procedure:

- (1) Measure and mark existing bearings including elevations of pier caps, masonry plates, rockers, sole plates, location of anchor bolts, vertical and horizontal measurements necessary for the installation of the new disc bearing assemblies, leans of rockers, and the ambient temperature when the rockers' leans are measured. These measurements shall be made in the presence of the Engineer.
- (2) Measure and mark the existing centerline of masonry plates and sole plates.
- (3) The top elevations of the new bearing assemblies (beveled sole plates, disc bearings, and masonry spacer plates) shall be determined by the Contractor based to accommodate the new bearing assemblies and to maintain the existing bottom of girder elevation. The Contractor shall submit the measurements locating the existing bottom of girder and top of existing masonry plate (to remain) with proposed disc bearing assembly dimensions and elevations for review and approval by the Engineer. The existing sloped grade of the girders must be considered and accommodated.
- (4) Install temporary steel shoring assemblies, including proposed web stiffeners (refer to the plans and SECTION 946 – SHORING ASSEMBLY), at each of the two bearing assembly locations as required with snug fit to ensure equal jacking pressures at each location, in accordance with the plans.
- (5) **Please note that subsequent girder jacking and bearing assembly removal/replacement and completion, shall only occur at one bearing location at a time. Simultaneous jacking of both girders and subsequent bearing work will not be allowed. One shoring and existing bearing shall remain in place until the first bearing replacement is completed including all welding. The removal and replacement of each bearing shall be completed in a single shift. If this cannot be completed during the restrictions for lane closures, the Contractor shall coordinate an extended lane closure for this work item only with the Engineer and RITBA.**

Steps 6 to 12 below shall occur independently at each bearing assembly removal/replacement location:

- (6) Connect all four jacks, at a shoring assembly location, to a single manifold to engage the jacks simultaneously to ensure even distribution of load between the jacks. Jack the girder in accordance with the plans and the Contractor's approved Work Plan. Jacking shall be performed in steps, increasing the jacking load with stops to monitor conditions and equipment. A minimum of four stops for monitoring are required and the collars of all four jacks shall be engaged at each stop. Jacking shall be carefully monitored to minimize actual lifting of the structure

due to the independent jacking of the two girders, the utilities passing across the joint through the bridge deck level walkway, and the potential for deck cracking associated with differential movements. The actual lift of the girder shall be therefore limited to 1/16" unless the work plan submitted by the Contractor provides specific requirements for additional lift to provide for the removal and replacement of the bearing assemblies.

- (7) Lock the collars of all four jacks in position to lock the elevation of the span in this position.
- (8) Remove the existing bearing assemblies – sole plates, pintels and rockers (existing masonry plates to remain).
- (9) Prepare the masonry plate for the installation of the new masonry spacer plates and the bottom flange for the installation of new sole plate by paint removal and grinding to improve the surface profile of the existing steel.
- (10) Install new bearing assemblies -- beveled sole plates, disc bearings, and three masonry spacer plates in accordance with the drawings and the bearing manufacturer's recommendations and requirements. Note that the field welding to be performed during the installation requires protection of the bearing elements from heat and weld splatter.
- (11) Lower the girder onto the new bearing assembly.
- (12) Remove the jacks and shoring assembly.
- (13) Repeat steps 6 to 12 at the second bearing assembly removal/replacement location.

947.06 METHOD OF MEASUREMENT

Removal and replacement of two (2) expansion rocker bearing assemblies at Pier 5W will be measured for payment on a contract Unit Price per Each basis for each bearing actually removed and replaced in a manner approved by the Engineer.

Procurement and delivery of the new disc bearings shall be measured for payment for the actual costs to the Contractor with Purchase Order plus Contractor's markup, limited to a maximum of 10%, and cost details provided for invoicing.

947.07 BASIS OF PAYMENT

Removal and replacement of two (2) bearings at Pier 5W will be paid for at the contract Unit Price per Each, as called for in the Proposal, which price shall constitute full compensation for all labor, materials, tools, equipment, mobilization and incidentals necessary to complete the work, including field measurements, access to the Engineer, shop drawings, submittals, design and submission of jacking systems, jacking, demolition and removal of existing expansion rocker bearing assemblies, sole plates, receipt of delivery, handling and installation of new disc bearing assemblies, masonry spacer plates, and beveled sole plates, and removal of temporary shoring assemblies, as accepted by the Engineer.

Procurement of two (2) disc bearings will be paid for based on the actual cost to the Contractor for the bearings fabrication and delivery plus Contractor's markup, limited to a maximum of 10%, under the contract lump sum allowance.

The work of designing, furnishing, and installing the shoring assemblies required for bearing removal and replacement is covered under the special provision SECTION 946 – SHORING ASSEMBLY.

<u>Pay Item</u>	<u>Ref. No.</u>	<u>Payment Reference Description</u>	<u>Pay Unit</u>
BR1	BR1.947	Bearing Removal and Replacement	Each
BR2	BR1.947	Bearing Procurement - ALLOWANCE	Lump Sum

END OF SECTION 947

SECTION 953 MISCELLANEOUS REPAIRS (NEW SECTION)

953.01 DESCRIPTION

This Work consists of Miscellaneous Repairs including but not limited to:

1. Concrete Repairs
2. Steel Repairs

This work may be at various locations within the project limits on the bridge structure to be performed as and when directed by the Engineer. The allowance provided for the Miscellaneous Repair Pay Item may also be utilized to perform additional quantities of repairs for unit prices are included in this contract. Work described in this section will require the Contractor to supply the materials, tools, equipment and labor needed to perform the On-Call repairs as required.

953.02 MATERIALS

Materials for Miscellaneous Repairs shall be furnished and installed as directed by the Engineer.

953.03 CONSTRUCTION METHODS

During the execution of the work of this Contract, the Engineer may direct the Contractor to perform Miscellaneous Repair Work including but not limited to concrete and steel bridge repairs. The location and extent of these work items shall be determined by the Engineer during the execution of the work of this Contract. Upon receipt of written authorization, the Contractor shall propose a lump sum amount. If this is acceptable, the Contractor shall commence work within fifteen (15) calendar days upon acceptance by the Engineer. The Authority may or may not provide a completion date for this item. In either case, the Contractor shall submit their schedule for review and acceptance. The Contractor shall complete the work in conformance with the accepted schedule.

The Engineer will provide any sketches and/or detailed drawings related to the work to be performed. If required, the Contractor shall prepare a written detailed procedure, calculations for temporary work and/or working drawings, and shall be done by a Licensed Professional Engineer registered in the State of Rhode Island. The Contractor shall submit a cost proposal covering labor, materials, and equipment required to complete the task. The Engineer shall review the proposal and once accepted it shall be considered as lump sum price bid for the work. If there is no mutual agreement on the cost proposal between the Engineer and the Contractor, the Engineer has the sole discretion to direct the Contractor to work on Force Account basis. The Contractor hereby agrees to perform the work under Force Account basis in lieu of a mutual agreement in accordance with these Supplementary Specifications.

Such procedures shall be followed for all work/tasks assigned under this section.

953.04 METHOD OF MEASUREMENT

All work items described in this section shall be paid on a lump sum basis if an agreement is reached between the Engineer and the Contractor on the cost proposal submitted by the latter wherein no measurement shall be made. Where no such agreement is reached between the Engineer and the Contractor then measurement and payment shall be made on Force Account basis as defined in Section 101.29 of the Standard Specifications.

953.05 BASIS OF PAYMENT

Payment for this Work Item shall be made on a lump sum basis if a mutual agreement is reached between the Engineer and the Contractor on the cost estimate. If no agreement is reached, the rates shall be established per Force Account procedures previously referenced. The price bid shall be full payment for all labor, materials, equipment, hardware, tools, falsework, and all incidentals necessary to complete this work in a manner acceptable to the Engineer. An allowance will be included in the Contract, as indicated on the Proposal Form to be used if and when necessary.

Payment will be made under:

<u>Pay Item</u>	<u>Ref. No.</u>	<u>Optional/On-Call Item Payment Reference Description</u>	<u>Pay Unit</u>
MR1	MR1.953	Miscellaneous Repairs	Lump Sum or Force Account

END OF SECTION 953

SECTION 999 BEST MANAGEMENT PRACTICE PROGRAM (NEW SECTION)

In addition to the requirements of the Standard Specifications, Contractor shall submit the following for approval by the Engineer:

1. Best Management Practice Program:
 - (a) The Contractor shall develop a Best Management Practice Program to cover the operations over water. This Program shall cover, in detail, all areas of the work and shall be submitted to the Authority.
 - (b) The Best Management Practice Program shall contain, but not be limited to, the following detailed requirements:
 1. Control of Debris, Abrasive Particles and Waste
 - (a) Debris from repair work shall be collected daily. No material, tools or debris shall be stored or left overnight on the bridge in Daily Lane Closures or unsecured on work platforms or work areas.
 - (b) Suitable measures shall be used to minimize contamination of water, soil and air from debris, paint, solvents, abrasives and dust from the work.
 2. Work Practices
 - (a) Good housekeeping practices shall be enforced at all times with all work areas maintained in a neat and orderly condition.
 - (c) Communication
 1. A copy of the approved Best Management Practice Program shall be posted at the site.
 2. Material Safety Data sheets for all products used on the Project shall be available and posted at the job site.
 3. A copy of Material Safety Data sheets shall be supplied to the Authority for submittal to the Department of Environmental Management.
 - (d) Cost
 1. The cost of development, approval, and implementation of the Best Management Practice Program will not be paid for under any specific item, but the cost thereof shall be deemed included in the Contract bid prices in the Proposal.
 2. The Contractor shall have Project Manager, Superintendent, Safety Officers and QA/QC Officers from the Contractor assigned to this

Contract and all shall be on-site as required to ensure the safety and quality of the operations at all times while work is being performed by the Contractor or its subcontractors and to ensure scheduled progress is maintained. The Project Manager, Superintendent, Safety Officer, and QA/QC Officer shall be available by cell phone, email, walkie-talkie, and/or portable handheld phone/email device while workers are at the jobsite.

END OF SECTION 999