

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

JAMESTOWN, RHODE ISLAND

CONTRACT NO. 24-06

BRIDGE REPAIRS

**JAMESTOWN – VERRAZZANO BRIDGE NO. 080001 – TRESTLE STRUCTURE
FISHING PIER ACCESS ROAD BRIDGE NO. 083901**

APRIL 2025

**GM2 ASSOCIATES INC.
PAWTUCKET, RI**

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

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

NOTICE TO CONTRACTORS

CONTRACT 24-06

BRIDGE REPAIRS

**JAMESTOWN – VERRAZZANO BRIDGE NO. 080001 – TRESTLE STRUCTURE
FISHING PIER ACCESS ROAD BRIDGE NO. 083901**

April 2025

Background

Proposals addressed to the Rhode Island Turnpike and Bridge Authority (Authority) for Contract No. 24-06 Bridge Repairs will be received by the Authority at One East Shore Road, Jamestown, Rhode Island 02835, until 10:30 AM on April 30, 2025. Please note that the firms submitting a proposal (the “Bidder”) is responsible for verifying that Federal Express or other mail delivery can be received by the time noted. Late submissions will not be accepted.

This Contract shall consist of work performed on the Jamestown – Verrazzano Bridge No. 080001 – Trestle Structure and the Fishing Pier Access Road Bridge No. 083901 in North Kingstown, RI. The work to be performed includes the following as outlined in the Contract Drawings and the Contract Specifications:

- Replace existing expansion joints on the Jamestown – Verrazzano Bridge No. 080001 – Trestle Structure with heavy-duty polymer expansion joints.
- Work on the Fishing Pier Access Road Bridge No. 083901 including the following:
 - Construction of deck slab over backwall details at the abutments.
 - Replacement of the bridge deck joints.
 - Steel beam repairs
 - Clean and paint ends of all beams and selected other areas of the beams.

Proposals

The proposal shall be submitted in hard copy format utilizing the forms included in the Contract Documents. Bidders shall submit two hard copies and one electronic copy on a USB Flash Drive of the proposal to 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 to other parties for bidding purposes. The cost of preparation and delivery of the proposal are solely the responsibility of the Bidder.

Submitted Proposals are considered to be irrevocable for a period of one hundred and twenty (120) and may not be withdrawn during this period without the express permission of the Authority.

The Bidder must also clearly identify one public copy that will be made available for public inspection upon the opening of the bids in accordance with the State Purchases Act. The Bidder must clearly mark any confidential content and remove the content from the public copy. Content that may be considered confidential by law can be found in RIGL §38-2-2. If a submittal fails to clearly mark a public copy, all submitted copies will be considered public and one of the copies of the original submittal will be available for viewing at the bid opening.

A bid opening will be conducted by the Authority at One East Shore Road, Jamestown, Rhode Island 02835, at the proposal deadline, 10:30 AM on April 30, 2025, Awards will not be made at the bid opening.

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 their 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 of items called for, erasures, alterations, additions, or inclusion of 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 five (5) percent of the total amount of the bid price, or a bid bond not less than five (5) 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. The submitted Certified Check or Bid Bond 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 with the name and proposal number on the outside.

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 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.

Pre-Bid Conference

Prospective Bidders are notified that there is a non-mandatory in person Pre-Bid Site Visit at which all Bidders have the option to attend. The Site Visit will be held in person at 11:00 AM on April 8, 2025, at the RITBA offices, One East Shore Drive, Jamestown, RI. Prospective bidders shall email the email addresses of attendees for the Pre-Bid Site Visit to procurement@ritba.org. Prospective bidders or their representatives may not contact any employee of the Authority or AI Engineering 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 April 14, 2025.

Award

The Authority intends to award the Contract as soon as practicable after receipt and evaluation of bids. However, nothing herein constitutes a commitment by the Authority to make an award. The Authority may elect to cancel this notice, or to reject any and all proposals without disclosing a reason. The Authority will make the award to the lowest responsive and responsible Bidder. A responsive Bidder means a Bidder who submits a proposal which conforms in all material aspects to the requirements of this notice. A responsible Bidder means a Bidder who is qualified in all respects to fully perform the contract requirements. The successful Bidder shall execute and deliver the Contract and the required 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 fourteen (14) 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 pre-bid site visit to be held at 11:00 AM on April 8, 2025, at the RITBA offices.

The Authority intends to adhere to the following schedule:

1. Drawings Available to Contractors – by Close of Business on April 2, 2025.
2. In-person Site Visit at 11:00 AM on April 8, 2025.
3. Deadline for written questions by Contractors– 4:00 PM on April 14, 2025.
4. Responses to Contractors Questions and any Addendum Distribution – Close of Business April 17, 2025.
5. Receive proposals and Public Bid Opening -10:30 AM on April 30, 2025.
6. Contractor to start work by mutually agreed date between RITBA and selected contractor.
7. Contractor shall complete all work on this Contract within 18 months of selected start date unless approved by RITBA.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

LIST OF DRAWINGS

<u>SHEET NO.</u>	<u>TITLE</u>
1	COVER SHEET
2	LIST OF ABBREVIATIONS
3 & 4	GENERAL NOTES
	 <u>BRIDGE NO. 080001 – TRESTLE STRUCTURE</u>
5	GENERAL PLAN & ELEVATION
6	TYPICAL SECTION
7 & 8	JOINT DEMOLITION DETAILS
9 & 10	JOINT RECONSTRUCTION DETAILS
	 <u>FISHING PIER ACCESS ROAD BRIDGE NO. 083901</u>
11	GENERAL PLAN
12	TYPICAL SECTIONS
13	STEEL REPAIR DETAILS
14-16	JOINT DETAILS
17	EXISTING VEHICULAR GUARDRAIL DETAILS
18	MISCELLANEOUS DETAILS
19 & 20	<u>MAINTENANCE AND PROTECTION OF TRAFFIC DETAILS</u>

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

PROPOSAL

CONTRACT 24-06

BRIDGE REPAIRS

JAMESTOWN – VERRAZZANO BRIDGE NO. 080001 – TRESTLE STRUCTURE

FISHING PIER ACCESS ROAD BRIDGE NO. 083901

April 2025

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, the Proposal form, the form of Contract Agreement, and the form of Bid 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 Performance Bond, and certificates of required insurance, proof of qualification to do business in Rhode Island as may be required 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 15% (7.5% M/DBE and 7.5% WBE) of the overall bid price.

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	\$ _____
203.0100 Structure Excavation Earth _____ Dollars and _____ Cents Cubic Yard	40	CY	\$ _____ Cubic Yard	\$ _____
401.0510 Hot Mix Asphalt Preparation – Partial Depth _____ Dollars and _____ Cents Square Yard	500	SY	\$ _____ Square Yard	\$ _____
401.0520 Hot Mix Asphalt Preparation – Full Depth _____ Dollars and _____ Cents Square Yard	80	SY	\$ _____ Square Yard	\$ _____
401.1000 Class 19.0 HMA _____ Dollars and _____ Cents Ton	30	TON	\$ _____ Ton	\$ _____
401.3005 Class 9.5 HMA for Miscellaneous Work _____ Dollars and _____ Cents Ton	40	TON	\$ _____ Ton	\$ _____

401.3100 Modified Class 9.5 HMA _____ Dollars and _____ Cents Ton	110	TON	\$ _____ Ton	\$ _____
603.1000 Controlled Low Strength Material _____ Dollars and _____ Cents Cubic Yard	20	CY	\$ _____ Cubic Yard	\$ _____
803.0350 Removal and Disposal of Existing Concrete Masonry _____ Dollars and _____ Cents Cubic Yard	130	CY	\$ _____ Cubic Yard	\$ _____
803.0500 Temporary Deck Underside and Side Protective Shielding _____ Dollars and _____ Cents Square Foot	5,500	SF	\$ _____ Square Foot	\$ _____
808.0323 Concrete Substructure Class HP 3/4" Parapets _____ Dollars and _____ Cents Cubic Yard	2	CY	\$ _____ Cubic Yard	\$ _____
808.0324 Concrete Substructure Class HP 3/4" Bridge Sidewalk _____ Dollars and _____ Cents Cubic Yard	4	CY	\$ _____ Cubic Yard	\$ _____
808.0508 Concrete Substructure Class HP 3/4" Approach Slabs _____ Dollars and _____ Cents Cubic Yard	22	CY	\$ _____ Cubic Yard	\$ _____

808.0602 Concrete Substructure Class HP 3/4" Backwalls _____ Dollars and _____ Cents Cubic Yard	15	CY	\$ _____ Cubic Yard	\$ _____
808.1501 Concrete Superstructure Class HP 3/4" Bridge Decks _____ Dollars and _____ Cents Cubic Yard	80	CY	\$ _____ Cubic Yard	\$ _____
808.1502 Concrete Superstructure Class HP 3/4" Bridge Sidewalks _____ Dollars and _____ Cents Cubic Yard	10	CY	\$ _____ Cubic Yard	\$ _____
808.1506 Concrete Superstructure Class HP 3/4" Barriers _____ Dollars and _____ Cents Cubic Yard	5	CY	\$ _____ Cubic Yard	\$ _____
810.0210 Galvanized Bar Reinforcement Grade 60 _____ Dollars and _____ Cents Pound	19,300	LBS	\$ _____ Pound	\$ _____
813.0210 Heat-Applied Prefabricated Membrane _____ Dollars and _____ Cents Square Yard	145	SY	\$ _____ Square Yard	\$ _____
821.0100 Saw & Sealing Joints in Asphalt Concrete Pavement _____ Dollars and _____ Cents Linear Foot	85	LF	\$ _____ Linear Foot	\$ _____

822.1695 Silicone Highway Joint System _____ Dollars and _____ Cents Linear Foot	50	LF	\$ _____ Linear Foot	\$ _____
823.1750 Asphaltic Expansion Joint System _____ Dollars and _____ Cents Linear Foot	85	LF	\$ _____ Linear Foot	\$ _____
823.9901 Heavy-Duty Polymer Expansion Joint System _____ Dollars and _____ Cents Each	14	EA	\$ _____ Each	\$ _____
823.9902 Bonded Closed Cell Foam Joint System _____ Dollars and _____ Cents Linear Foot	42	LF	\$ _____ Linear Foot	\$ _____
824.9901 Steel Repairs _____ Dollars and _____ Cents Pound	2,750	LBS	\$ _____ Pound	\$ _____
824.9902 Temporary Steel Traffic Plate – Bridge No. 080001 _____ Dollars and _____ Cents Each	14	EA	\$ _____ Each	\$ _____
824.9903 Temporary Steel Traffic Plate – Bridge No. 083901 _____ Dollars and _____ Cents Each	4	EA	\$ _____ Each	\$ _____

825.8040 Painting Existing Structural Steel _____ Dollars and _____ Cents Square Foot	2,500	SF	\$ _____ Square Foot	\$ _____
825.8050 Surface Preparation for Existing Steel _____ Dollars and _____ Cents Square Foot	2,500	SF	\$ _____ Square Foot	\$ _____
830.9901 Remove & Reset Vehicular Guardrail Post & Rail _____ Dollars and _____ Cents Each	4	Each	\$ _____ Each	\$ _____
830.9902 Remove & Relocate Vehicular Guardrail Post & Rail _____ Dollars and _____ Cents Each	1	Each	\$ _____ Each	\$ _____
834.0100 Granite Curb for Bridges _____ Dollars and _____ Cents Linear Foot	25	LF	\$ _____ Linear Foot	\$ _____
839.0300 Partial-Depth Removal and Disposal of Asphalt Pavement from Conc Bridge Decks _____ Dollars and _____ Cents Square Yard	370	SY	\$ _____ Square Yard	\$ _____
839.0400 Full Depth Removal and Disposal of Asphalt Pavement from Conc Bridge Decks _____ Dollars and _____ Cents Square Yard	75	SY	\$ _____ Square Yard	\$ _____

901.9901 Median Barrier Protection – Bridge No. 080001 _____ Dollars and _____ Cents Each	7	EA	\$ _____ Each	\$ _____
901.9902 Median Barrier Protection – Bridge No. 083901 _____ Dollars and _____ Cents Each	2	EA	\$ _____ Each	\$ _____
936.0110 Mobilization _____ Dollars and _____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____
937.0100 Furnish, Install, Maintain, and Move Temporary Traffic Protection _____ Dollars and _____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____
T20.0101 Pavement Markings _____ Dollars and _____ Cents Linear Foot	900	LF	\$ _____ Linear Foot	\$ _____

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 Bidder has executed and attached the Non-Collusion Affidavit and Verification, and the Supplemental Bidder Attestation. The Bidder has complied with the requirement that every person or business entity providing goods or services at a cost of \$5,000 cumulated value file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made (RI General Law 17-27).

The undersigned Bidder submits herewith Proposal Guaranty consisting of a certified check in the amount of \$ _____ or a Bid Bond in the amount of \$ _____ and agrees and consents that the Bid Bond shall be forfeited to the Authority as liquidated damages if the required Contract Agreement and Bid 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 } composed of
{ of the State of _____ } Officers,
{ partnership }
{ individual } partners, or
owner

Title

Title

Title

Title

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

CONTRACT NO. 24-06

BRIDGE REPAIRS

JAMESTOWN – VERRAZZANO BRIDGE NO. 080001 – TRESTLE STRUCTURE

FISHING PIER ACCESS ROAD BRIDGE NO. 083901

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 (Bridge Concrete Deck Repairs)? _____

(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 concrete bridge deck repairs.

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

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 concrete bridge deck repairs.

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

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 concrete bridge deck repairs.

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

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

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

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

Completion Date	Location	Description of Project

(Use blank sheet if additional space is needed)

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

12B. Home Address _____

12C. Total years experience in the field of general contracting including concrete bridge deck repairs.

12D. Total years experience as Scheduler in general contracting including concrete bridge deck 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 _____

BID 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 24-06 Bridge Repairs,
Jamestown – Verrazzano Bridge No. 080001 – Trestle Structure, Fishing Pier Access Road Bridge No.
083901.

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 Bid 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:

PRINCIPAL (Seal)

WITNESS

TITLE

SURETY (Seal)

WITNESS

TITLE

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

CONTRACT AGREEMENT 24-06

This Contract Agreement, executed in the Town of Jamestown in the State of Rhode Island, this __
_____ day of _____, 20__, between the Rhode Island
Turnpike and Bridge 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. 24-06 Bridge Repairs, Jamestown – Verrazzano Bridge No. 080001 – Trestle Structure, Fishing Pier Access road Bridge No. 083901 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 Performance Bond with _____
_____ as Surety, which is accepted by the Authority and made a part of this Contract.

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

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

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

No Contractor, subcontractor, nor any person on 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.

RITBA, along with their respective officers, agents and employees shall be named as additional insured for General Liability, Commercial Automobile Liability and Umbrella Liability.

Contractors' insurance policies shall provide for thirty (30) days' written notice to RITBA for cancellation or any change in coverage and be evidenced by the Certificate of Insurance. The Contractor shall continue to carry Completed Operations Liability insurance for at least the length of the Statute of Repose in Rhode Island after the work has been completed.

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

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

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

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

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

[CONTRACTOR]

In the Presence of:

by: _____

(Title)

(Title)

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

by: _____

(Title)

Rhode Island Turnpike and Bridge Authority
CONFIDENTIALITY AGREEMENT
CONTRACT 24-06

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 24-06**, 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 24-06** 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. 24-06

BRIDGE REPAIRS

**JAMESTOWN – VERRAZZANO BRIDGE NO. 080001 – TRESTLE STRUCTURE
FISHING PIER ACCESS ROAD BRIDGE NO. 083901**

STATE OF _____

COUNTY OF _____

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

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

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

(Also type or print name
of affiant under signature)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires _____, 20__

SUPPLEMENTAL BIDDER ATTESTATION

CONTRACT NO. 24-06

**BRIDGE REPAIRS
JAMESTOWN – VERRAZZANO BRIDGE NO. 080001 – TRESTLE STRUCTURE
FISHING PIER ACCESS ROAD BRIDGE NO. 083901**

I hereby certify that, in accordance with RIGL §37-2-13.1, _____ and its parent corporation, subsidiary, affiliates and/or subcontractors do not have a conflict of interest as defined in Chapter 14 of Title 36 with any official, officer or agency in charge of the issuing the below-noted Contract proposal, nor materially participated or was consulted with respect to the requirements, technical aspects or any other part of the formation and promulgation of the contract documents. Further and if applicable, the below-noted Contract proposal does not relate to any audit, examination, independent verification, review, or evaluation of _____'s work, financials, or operations performed on behalf of the State of Rhode Island or any official, officer, or agency.

By signature below, I attest that the information provided above is true and correct to the best of my knowledge. Further, I attest that I am authorized to make such attestation on behalf of and in the interest of _____.

So attested on this _____ day of _____ in the year 20_____.

AUTHORIZED SIGNATORY NAME (PRINTED): _____

AUTHORIZED SIGNATURE: _____

SOLICITATION NUMBER/TITLE: _____

**MINORITY/DISADVANTAGED/WOMEN-OWNED BUSINESS ENTERPRISE
AFFIDAVIT AND VERIFICATION**

CONTRACT NO. 24-06

**BRIDGE REPAIRS
JAMESTOWN – VERRAZZANO BRIDGE NO. 080001 – TRESTLE STRUCTURE
FISHING PIER ACCESS ROAD BRIDGE NO. 083901**

STATE OF _____

COUNTY OF _____

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

I am _____ of the firm (or corporation or joint venture) of _____
_____, the Contractor for the above named
project, and that I executed the said Contract with full authority so to do; that said Contractor
certifies that the organization shall affirmatively seek out and consider
Minority/Disadvantaged/Woman-Owned Business Enterprises to participate in the project; that
said Contractor shall develop and submit for approval to the Authority, within ten days of the
receipt of bids, a Minority/Disadvantaged/Woman-Owned Business Enterprise Program; that
said Contractor shall affirmatively strive for a minimum participation goal of 15% (7.5%
M/DBE and 7.5% WBE) of the overall bid price of the above-named project (excluding
Optional/On-Call Pay Items) for Minority/Disadvantaged/Woman-Owned Business
Enterprises; that, should less than the 15% minimum participation goal be achieved, said
Contractor shall document for the Rhode Island Turnpike and Bridge Authority's sole review
and approval, demonstrated attempts to achieve the minimum participation goal; 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.

(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_____



State of Rhode Island
Division of Equity, Diversity, and Inclusion (DEDI)
Minority Business Enterprise Compliance Office
Minority Business Enterprise Utilization Plan

Company Name: _____

Representative's Name who administers MBE Program: _____

Street Address: _____

City, State, Zip: _____ Telephone: _____

Email: _____ Project Location: _____

Bid or Project #: _____ Date Bid Opened: _____

Description of Work: _____

Contract Value: _____ MBE % Assigned: _____

Total # of All Subcontractors/Suppliers used: _____ # of MBE Subcontractors/Suppliers used: _____

List All Subcontractors/Suppliers/Consultants/Independent Contractors – Total Dollar Amounts – Scope of Work:

Subcontractor / Supplier	Dollar Award	Scope/Description of Work	RI Certified M/WBE Yes/No

Please note that all MBE/WBE firms must be certified by the RI MBE Compliance Office, and that MBE/WBE firms must self-perform 100% of the work with their own forces or subcontract to another RI certified MBE/WBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE/WBE certified as a manufacturer. For firms certified as a broker, you may receive MBE participation credit only for the fees and commissions charged for the procurement of the good and materials, but not the cost of the materials themselves.

The above referenced contract will not be released until this plan has been approved by the Director of the Department of Administration or its designee.

For assistance and advice in identifying MBE/WBE firms, please call the Minority Business Enterprise Compliance Office at (401) 574-8670. The directory of all certified MBE firms is also located at www.mbe.ri.gov.

Signature of Authorized Agent of Business: _____ Date: _____

Send Completed Form to: Division of Equity, Diversity, and Inclusion (DEDI)
Minority Business Enterprise Compliance Office
MBE.Compliance@doa.ri.gov

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
INSPECTION AFFIDAVIT

CONTRACT NO. 24-06

BRIDGE REPAIRS
JAMESTOWN – VERRAZZANO BRIDGE NO. 080001 – TRESTLE STRUCTURE
FISHING PIER ACCESS ROAD BRIDGE NO. 083901

STATE OF _____

COUNTY OF _____

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

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

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My commission expires _____, 20__

END OF INSPECTION AFFIDAVIT

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.

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 _____, 2024, enter into a written Contract with the Authority, being Contract No. 24-06 Bridge Repairs, Jamestown – Verrazzano Bridge No. 080001 – Trestle Structure, Fishing Pier Access Road Bridge No. 083901, 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 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. 24-06 Bridge Repairs, Jamestown – Verrazzano Bridge No. 080001 – Trestle Structure, Fishing Pier Access Road Bridge No. 083901, for approximately the sum of _____ Dollars (\$ _____)

NOW, THEREFORE, if said Principal shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations, for labor performed or materials, provisions, or other supplies, or fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, or any changes or modifications therein made as therein provided; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the Rhode Island Turnpike and Bridge Authority; and shall further indemnify and save harmless the Rhode Island Turnpike and Bridge Authority and ENGINEER, their officers, agents and servants and each and every one of them from any and all suits, actions and costs of any kind, character or description whatsoever which may be brought or instituted by any subcontractor, materialman, laborer, person, firm or corporation who (which) has performed work or furnished materials in or about the work required to be done pursuant to the said contract; then this obligation shall be void; otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

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

WITNESS OR ATTEST:

Secretary
(also print or type name and title)

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

WITNESS OR ATTEST:

(also print or type name and title)

Surety

By

Attorney-in-Fact

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

END OF PAYMENT BOND

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

CONTRACT NO. 24-06

BRIDGE REPAIRS

JAMESTOWN – VERRAZZANO BRIDGE NO. 080001 – TRESTLE STRUCTURE

FISHING PIER ACCESS ROAD BRIDGE NO. 083901

PROJECT SPECIFICATIONS

THE RHODE ISLAND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, FEBRUARY 2025, WITH ALL REVISIONS, HEREINAFTER REFERRED TO AS THE "RI STANDARD SPECIFICATIONS", AS MODIFIED OR SUPPLEMENTED BY THE SPECIAL PROVISIONS SHALL GOVERN THE CONSTRUCTION OF THIS PROJECT. THE RI 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 RI 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

101.02 ACRONYMS AND ABBREVIATIONS

Supplement this Section as follows:

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

101.09 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.

101.22 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, Bid Bond, Contract Agreement, Non-Collusion Affidavit and Verification, Supplemental Bidder Attestation, Minority/Disadvantaged/Women-Owned Business Enterprise Affidavit and Verification, Inspection Affidavit, Wage Rates, Performance Bond, Payment Bond, RI 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.”

101.37 DEPARTMENT

Delete the text and substitute the following:

The Rhode Island Turnpike and Bridge Authority

101.40 DIVISION OF PURCHASES

Delete the text and substitute the following:

Rhode Island Turnpike and Bridge Authority

101.41 ENGINEER

Delete the text and substitute the following:

The Director of Engineering of the Rhode Island Turnpike and Bridge Authority, acting directly or through his or her duly authorized representatives, who is responsible for engineering and administrative supervision of the Contract.

101.59 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, Bid Bond and the required Certificate of Insurance.

101.84 SPECIFICATIONS

Add the following text:

(e) Federal Wage Rates

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.

101.86 STATE

Delete the text and substitute the following:

The Rhode Island Turnpike and Bridge Authority

101.89 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.

101.100 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.

101.103 AUTHORITY (Add this new Subsection)

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

101.104 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 CONTRACTOR QUALIFICATIONS

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 RI 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 bridges 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.

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.

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

Each bidder shall execute a sworn Inspection Affidavit, bound with the Contract Documents, to affirm that it has inspected the project site and existing bridge structures. 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.

102.05 PREPARATION OF PROPOSAL

Delete the title and text and substitute the following:

102.05 DELIVERY OF PROPOSALS

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 BRIDGE REPAIRS, JAMESTOWN – VERRAZZANO BRIDGE NO. 080001 – TRESTLE SECTION, FISHING PIER ACCESS ROAD BRIDGE NO. 083901 – CONTRACT 24-06. 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.

102.06 PROPOSAL GUARANTY

Delete the text and substitute with 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 Bid Bond satisfactory to the Authority bound with these Supplementary Specifications. The certified check, or the Bid Bond, shall be for a sum of not less than five percent (5%) 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.

Execution of the Bid Bonds will not be considered complete unless accompanied by a certified copy of the power of attorney for the surety's attorney-in-fact. 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 NON-RESPONSIVE 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 WITHDRAWAL OR REVISION OF PROPOSALS

Delete the last sentence of the last paragraph 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.

102.12 BIDDING CERTIFICATIONS

Delete subparagraph a. **Anti-Collusion 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 c. and substitute the following:

- c. **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 15% of the overall bid price.

102.13 NON-MANDATORY PRE-BID CONFERENCE (Add this new Subsection)

The Rhode Island Turnpike and Bridge Authority will hold a non-mandatory site visit concerning this contract, titled, Contract 24-06 Bridge Repairs, Jamestown – Verrazzano Bridge No. 080001 – Trestle Section, Fishing Pier Access Road Bridge No. 083901. The conference will be held in person at 11:00

AM April 8, 2025, at the RITBA offices, One East Shore Drive, Jamestown, RI. All bidders are encouraged to have a representative in attendance – please email the email addresses of attendees to procurement@ritba.org.

END OF SECTION 102

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

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 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.

END OF SECTION 103

SECTION 104 – SCOPE OF WORK

104.01 INTENT OF CONTRACT

Add the following to this subsection;

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.

104.05 EXTRA WORK

Delete the subsection in its entirety and substitute the following:

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.

104.08 MAINTENANCE OF TRAFFIC:

Add the following:

The work shall be performed in accordance with the Maintenance and Protection of Traffic Plans and as further described below:

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

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

The Contractor must submit a schedule of lane closures to the Engineer with the initial project schedule for approval by the Engineer and the Authority. The Contractor may

request consideration by the RITBA additional lane closures to be approved at the sole discretion of the RITBA and without any additional cost to the RITBA or compensation to the Contractor.

The Contractor will not be permitted to leave lane closures up during any time that the area is not attended by Contractor personnel equipped to maintain the work site and the maintenance and protection of traffic.

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

The Contractor shall install adequate warning lights, guide barriers, and signage in accordance with the Contract Drawings, applicable provisions of Sections 922 through 928 and Section 937 of these Specifications, the RI Standard Specifications, MUTCD standards, and all State and Local laws and regulations.

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

1. Truck Mounted Attenuator with arrow board.
2. At least one Flagperson for Route 138 lane closures.

These above requirements shall be identified on the Temporary Traffic Control Plan submitted by the Contractor to the Engineer for approval, should the Contractor elect to alter the Maintenance and Protection of Traffic Plans contained in the Contract Documents. These items are required regardless of whether these items are called out on the Contract Drawings, recommended by the Contractor's Engineer, or required by any applicable standard or guideline.

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

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

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

The Contractor is alerted that other repair contracts and/or maintenance work by the RITBA may be under construction concurrently with this Contract. Lane closures requested for this Contract 24-06 work must be coordinated with the lane closures for all other work. The Contractor shall submit a construction schedule to the Engineer in order to allow coordination with any other work that will be performed under lane closures. For any lane closures not previously scheduled and coordinated by the Contractor for Contract

24-06 work, or for any revision to the scheduled lane closures, other previously scheduled contract or maintenance work will take priority over this Contract as determined by the Engineer.

Holiday and Special Event Lane Closure Embargos:

The following holidays shall be reflected in the baseline schedule unless otherwise approved by the RITBA.

- **Columbus Day**– No Saturday, Sunday, or Monday day or night work.
- **Thanksgiving Day** - No Wednesday night or Thursday day or night work and no work that impacts traffic shall be performed by the Contractor on Wednesday through Sunday of Thanksgiving week in any calendar year. Impacting traffic is defined as construction operations that reduce the number of travel lanes.
- **Independence Day, Veterans Day, Christmas Day** no day or night work and no work previous night.
- **Memorial Day, Labor Day** – No Friday, Saturday, Sunday, or Monday (day or night) work.

Submittals

The Contract drawings show a suggested scheme for maintenance and protection of traffic during long-term staged construction setups only. However, the responsibility remains with the Contractor to conform and comply with all RIDOT specifications, MUTCD, and state and local laws. The Contractor must submit for approval by the Engineer their proposed Maintenance of Traffic Plan for all lane closures to be implemented for purposes of setting up or shifting between the long-term stages shown on the Contract drawings. The Maintenance of Traffic drawings shall include but not be limited to information regarding the location, days and hours of lane closures, the signage, warning lights, and guide barriers to be used. The drawings shall be prepared by and stamped by a Professional Traffic Engineer licensed and registered in the State of Rhode Island. The Maintenance of Traffic Plan and the hours and locations of the lane closures are subject to the approval of the Engineer and the Authority. The Contractor shall obtain prior approval from the Authority for weekend or daytime work.

Flagpersons

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

General Restrictions

Traffic related work restrictions shall conform to the table below:

Location	MINIMUM NUMBER OF LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1,2}								
	Time of Day		Day of Week						
	From	To	SUN	MON	TUE	WED	THU	FRI	SAT
Route 138 Eastbound	0:00	6:00	1L	1L	1L	1L	1L	1L	1L
	6:00	9:00	1L	ALL	ALL	ALL	ALL	ALL	1L
	9:00	24:00	1L	1L	1L	1L	1L	1L	1L
Route 138 Westbound	0.00	15:00	1L	1L	1L	1L	1L	1L	1L
	15:00	18:00	1L	ALL	ALL	ALL	ALL	ALL	1L
	18:00	24:00	1L	1L	1L	1L	1L	1L	1L

LEGEND



All travel lanes and shoulders shall remain open to traffic.



A minimum of one 11-foot wide travel lane shall remain open to traffic.

NOTES

1. The set-up and break-down of temporary traffic control devices within a traveled way shall be construed as a closure of that traveled way.
2. The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in such a manner that assures the least possible obstruction of traffic. RITBA reserves the right to make adjustments to this table should lane adjustments result in negative impact to the travelling public.

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.

104.17 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

a. Review of Shop Drawings

Modify the first sentence as follows:

...for appropriate action within fourteen (14) calendar days from receipt....

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 AND REMOVAL OF PERSONNEL

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 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 Provisions.

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. 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 CERTIFICATES OF COMPLIANCE, WARRANTIES, AND GUARANTEES

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.

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:

...all Federal, State of Rhode Island, and local laws,...

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, GM2 Associates 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.

107.14 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, GM2 Associates Inc., 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 GM2 Associates Inc., 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, GM2 Associates Inc., 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.

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 GM2 Associates Inc., 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 GM2 Associates Inc., shall be forwarded to the Consultant for approval before the Contract will be executed by the Authority, and certified copies of the policies shall be forwarded to the Consultant 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 107.14 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.

107.15 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 no right to bring an action in the courts of the State of Rhode Island, or any other court against the Authority by virtue of this lack of standing.

107.17 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.

107.20 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 107.14 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 is notified of the following project milestone:

1. Substantial Completion: November 15, 2026

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 sites.

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

b. Frequency

Delete this subparagraph 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.

d. Invoice for Partial Payment for Materials, Supplies, and Equipment

Add the following to this subparagraph after the bullet that begins with “When, in the opinion of the Engineer, the ...”:

- The materials have been inspected and appear to be acceptable based upon available suppliers’ certification or material test reports.
- 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.
- 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.
- 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.
- 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.
- 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 107.14. 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.

109.07 PARTIAL PAYMENT OF LUMP SUM ITEMS

Add the following to this subsection:

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.

END OF SECTION 109

SECTION 111 – PROJECT PERMITTING AND APPROVALS (New Section)

It is the Contractor's sole responsibility to secure the required permits and approvals from various agencies, and provide notification to various property owners, in order to perform work on the bridges, and any other work areas 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.

END OF SECTION 111

DIVISION II

CONSTRUCTION DETAILS

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

ITEM CODE 823.9901 – HEAVY-DUTY POLYMER EXPANSION JOINT SYSTEM

DESCRIPTION

This includes furnishing and installing heavy-duty polymer expansion joints with statically verified stabilization elements at the locations shown in the Contract Drawings.

MANUFACTURERS

Use one of the qualified heavy-duty polymer expansion joint systems listed below.

HEWAJOINT HJ75
WALO Civil LLC
2700 Corporate Drive, Suite 200
Birmingham, AL 35242
Contact: Peter Seibert
Email: peter.seibert@walo.com
Phone: 416-435-4225

Tensa-Polylex-Advanced PU
Mageba-Group
1384 Broadway, 5th Floor
New York, New York 10018
Contact: Steven Owen
Email: sowen@mageba-group.com
Phone: 646-635-3432

MATERIALS

All materials shall be in accordance with the chosen qualified heavy-duty polymer expansion joint system.

CONSTRUCTION METHODS

Before the work begins, provide the Engineer with an installation manual outlining the construction methods.

A technical representative of the manufacturer/supplier shall be notified of the scheduled installation and shall be present to provide direction and assistance during the preparation and installation of the expansion joint system.

Perform work in accordance with the manufacturer's product specification and install per the project details and as recommended by the technical representative. Tools, equipment, and techniques used to prepare and install the expansion joint system shall be approved by the Engineer and the technical representative prior to the start of construction.

METHOD OF MEASUREMENT

Heavy-Duty Polymer Expansion Joint System is measured per each travelway direction, including the roadway, safety walk, and median barrier.

BASIS OF PAYMENT

The Authority will pay for the completed and accepted quantities as follows:

Pay Item	Pay Unit
Heavy-Duty Polymer Expansion Joint System	EA

The price constitutes full compensation for all labor, materials, equipment, and incidentals, including all applicable technical representation, required to finish the work, compete and accepted.

ITEM CODE 823.9902 – BONDED CLOSED CELL FOAM JOINT SYSTEM

DESCRIPTION

This includes furnishing and installing a bonded closed cell foam joint system at the locations shown in the Contract Drawings.

MATERIALS

The system shall be comprised of three components: 1) cellular polyurethane foam impregnated with hydrophobic 100% acrylic, water-based emulsion, factory coated with highway-grade, fuel resistance silicone; 2) field-applied epoxy adhesive primer, 3) field-injected silicone sealant bands. Impregnation agent to have proven non-migratory characteristics. Silicone coating to be highway-grade, low-modulus, fuel resistant silicone applied to the impregnated foam sealant at a width greater than maximum allowable joint extension and which when cured and compressed will form a bellows. Depth of seal as recommended by manufacturer.

Material shall be capable of movements of +60%, -60% (120% total) of nominal material size. Changes in plane and direction shall be executed using factory-fabricated “Universal 90” transition assemblies. Transitions shall be warranted to be watertight at inside and outside corners through the full movement capabilities of the product.

CONSTRUCTION METHODS

Foam seal to be installed into manufacturer's standard field-applied epoxy adhesive. The system is to be installed recessed from the surface such that when the field-applied injection band of silicone is installed between the substrates and the foam-and-silicone-bellows, the system will be 3/4” (18mm) down from the substrate surface.

METHOD OF MEASUREMENT

Bonded Closed Cell Foam Joint System is measured by the linear foot installed and accepted.

BASIS OF PAYMENT

The Authority will pay for the completed and accepted quantities as follows:

Pay Item	Pay Unit
Bonded Closed Cell Foam Joint System	LF

The price constitutes full compensation for all labor, materials, equipment, and incidentals required to finish the work, complete and accepted.

ITEM CODE 824.9901 – STEEL REPAIRS

DESCRIPTION

This includes supplementing and/or strengthening corroded portions of the existing steel beams with additional new structural elements as indicated on the Plans and as specified in this Special Provision. All removing and disposing of portions of existing structural steel and reinforced concrete, furnishing, fabricating-including field drilling, and erecting of new structural elements, any miscellaneous shields, staging, access, scaffolding, field measurements, surface preparation including application of an epoxy paste adhesive, localized de-leading or other items required to complete this work shall be included in the price bid for this item.

MATERIALS

All materials shall be as designated on the plans except as modified herein.

Epoxy Paste Adhesive shall have high strength, non-sag, moisture-tolerant properties and shall be included on the RIDOT Approved Materials List.

CONSTRUCTION METHODS

Schedule work such that, once holes have been drilled in the existing steel at a repair location, work shall continue without interruption until new steel is installed, including final tightening of the bolts at said location.

Assure that no debris or any other foreign materials falls onto the ground beneath the structure. Should any debris fall to the ground despite this assurance, all work shall stop until such time as the debris has been recovered to the satisfaction of the Engineer, and a revised procedure of operation has been submitted by the Contractor to the Engineer for review and approval. Repair of any damage caused by this debris shall be the responsibility of the Contractor and shall be repaired to the satisfaction of the Engineer and/or the affected party, at no additional cost to the Authority. Any delay caused as a result of cessation of work and approval of the revised procedure of operation shall not relieve the Contractor of any of his responsibilities under this Contract, including the timely completion of work.

Existing dimensions, material types, and member sizes, were obtained from the original Contract Drawings and current inspection reports. The Contractor is responsible for verifying all existing conditions and dimensions, as well as the proper fit-up of the final bolted and/or welded connections. Prior to preparation of shop drawings, obtain field measurements of all dimensions and layout information which may affect

his fabrication work. No separate payment will be made for these field measurements. This is considered incidental to this item.

Prepare existing steel surfaces in accordance with Section 825 of the RI Standard Specifications prior to the verification of existing conditions and dimensions. Any conditions warranting additional repair limits not specified on the Plans shall be brought to the attention of the Engineer.

Prepare and prime new structural steel in the shop in accordance with Section 825 of the RI Standard Specifications. Payment for shop preparation and priming shall be included in the cost of the steel. The Intermediate Coat and Final Top Coat of paint shall be applied in the field and included for payment under Item Code 825.8040.

METHOD OF MEASUREMENT

Steel Repairs are measured by the pound of steel installed.

BASIS OF PAYMENT

The Authority will pay for the completed and accepted quantities as follows.

Pay Item	Pay Unit
Steel Repairs	LB

The price constitutes full compensation for all labor, tools, materials, and equipment, including all removing and disposing of portions of existing structural steel and reinforced concrete, furnishing, fabricating-including field drilling, and erecting of new structural elements, any miscellaneous shields, staging, access, scaffolding, field measurements, surface preparation including application of an epoxy paste adhesive, and all other incidentals required to finish the work, complete and accepted.

ITEM CODE 824.9902 – TEMPORARY STEEL TRAFFIC PLATE – BRIDGE NO. 080001
ITEM CODE 824.9903 – TEMPORARY STEEL TRAFFIC PLATE – BRIDGE NO. 083901

DESCRIPTION

This includes furnishing and installing temporary roadway traffic plates as required to perform the work. Temporary traffic plates are to be used to cover the opening during the roadway joint, deck edge/backwall/subbase reconstruction. This also includes all blocking, inserts, anchor bolts, movement of the plates as may be necessary, and associated maintenance to complete the work in accordance with this Special Provision and as detailed on the Contract Drawings.

There shall be no payment made for any temporary steel traffic plate other than at the locations shown in the drawings, in the event that such plates may be required.

MATERIALS

All materials shall conform to the following requirements:

The steel plate shall meet the requirements of AASHTO Designation M270 Grade 36 minimum.

The concrete inserts shall be capable of developing the full strength of the bolt.

CONSTRUCTION METHODS

Furnish and install entire traffic plate segments, including inserts, in a sequence consistent with the established maintenance and protection of traffic plan.

Detail traffic plates such that removal and placement of the plates before commencement and after completion of the work is performed expeditiously and in such a manner as to not endanger the motoring public.

Maintain traffic plates (including concrete inserts) at all times as may be required for the duration of the work.

The plate thickness and bolt spacing, as shown on the Drawings, are minimum requirements. Submit shop drawings and supporting calculations detailing the temporary traffic plate, including bolt spacing and inserts, consistent with the proposed sequence of construction. The steel plate shall be so detailed such that the head of the bolts are flush with the top of temporary plate. The shop drawings shall also indicate how the roadway crown and breakpoints shall be accommodated. Shop drawings shall be prepared and stamped by a Rhode Island Registered Professional Engineer.

Dismantle the entire traffic plate system after completion of the work and repair any bolt holes in the deck using an approved non-shrink grout to the satisfaction of the Engineer. The steel plates shall become the property of the Contractor.

Traffic plates shall not remain in place during any extended period of non-work. In addition, traffic plates are not allowed in the roadway between November 1st and April 1st.

METHOD OF MEASUREMENT

Temporary Steel Traffic Plates are measured per each travelway direction covered from curb to curb.

BASIS OF PAYMENT

The Authority will pay for the completed and accepted quantities as follows.

Pay Item	Pay Unit
Temporary Steel Traffic Plate – Bridge No. 080001	EA
Temporary Steel Traffic Plate – Bridge No. 083901	EA

The price constitutes full compensation for all labor, tools, materials, equipment, maintenance, and all other incidentals necessary to properly finish the work as indicated on the Drawings. No additional payment will be made for removing and resetting the plates as required by the work.

ITEM CODE 830.9901 – REMOVE & RESET VEHICULAR GUARDRAIL POST & RAIL
ITEM CODE 830.9902 – REMOVE & RELOCATE VEHICULAR GUARDRAIL POST & RAIL

DESCRIPTION

This includes removing and either resetting or relocating vehicular guardrail posts and rail as required adjacent to the bridge joint work.

CONSTRUCTION METHODS

Details of the existing vehicular guardrail are provided in the Contract Drawings for reference only. The Contractor shall be responsible for verifying the existing details in the field.

Care shall be taken during the removal of the existing materials. Any materials damaged during the removal and resetting or relocating of the posts and rail shall be replaced at no additional cost to the Authority. Replacement materials shall match existing materials.

Any painted surfaces damaged during this work shall be touched up in accordance with Subsection 825 of the RI Standard Specifications. Color of the final topcoat shall match the existing.

METHOD OF MEASUREMENT

Remove & Reset Vehicular Guardrail Post & Rail and Remove & Relocate Guardrail Post & Rail are measured per each post reset or relocated.

BASIS OF PAYMENT

The Authority will pay for the completed and accepted quantities as follows.

Pay Item	Pay Unit
Remove & Reset Vehicular Guardrail Post & Rail	EA
Remove & Relocate Vehicular Guardrail Post & Rail	EA

The price constitutes full compensation for all labor, tools, materials, equipment, and all other incidentals necessary to properly finish the work as indicated on the Drawings.

ITEM CODE 901.9901 – MEDIAN BARRIER PROTECTION – BRIDGE NO. 080001
ITEM CODE 901.9902 – MEDIAN BARRIER PROTECTION – BRIDGE NO. 083901

DESCRIPTION

This includes furnishing and installing median barrier protection as required to perform the work. The median barrier protection is to be used to protect the opening in the barrier during the roadway joint reconstruction. This also includes all blocking, inserts, anchor bolts, movement of the protection as may be necessary, and associated maintenance to complete the work in accordance with this Special Provision and the details on the Contract Drawings.

MATERIALS.

All materials shall be as designated on the Contract Drawings.

The concrete inserts shall be capable of developing the full strength of the bolt.

CONSTRUCTION METHODS

Furnish and install the median barrier protection, including inserts, in a sequence consistent with the established maintenance and protection of traffic plan.

Remove and place the median barrier protection before commencement and after completion of the work expeditiously and in such a manner as to not endanger the motoring public.

Maintain median barrier protection (including concrete inserts) at all times as may be required for the duration of the work.

Dismantle the median barrier protection after completion of the work and repair any bolt holes in the barrier using an approved non-shrink grout to the satisfaction of the Engineer. The median barrier protection materials shall become the property of the Contractor.

METHOD OF MEASUREMENT

Median Barrier Protection is measured per each location including both sides of the barrier.

BASIS OF PAYMENT

The Authority will pay for the completed and accepted quantities as follows.

Pay Item	Pay Unit
Median Barrier Protection – Bridge No. 080001	EA
Median Barrier Protection – Bridge No. 083901	EA

The price constitutes full compensation for all labor, tools, materials, equipment, maintenance, and all other incidentals necessary to properly finish the work as indicated on the Drawings. No additional payment will be made for removing and resetting the protection as required by the work.

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