

NOTICE TO PROSPECTIVE BIDDERS
RITBA CONTRACT NO. 21-09A – ADDENDUM NO. 1

Prospective bidders and all concerned are hereby notified of the following changes to RITBA Contract No. 21-09A. These changes shall be incorporated as outlined below and shall become an integral part of the Contract Documents.

A. Clarification

1. Revised Contract Dates

The bid phase has been extended by one weeks. However, the start and completion dates have remained the same. Refer to the applicable Contract documents which have been updated to reflect these new dates.

B. Notice to Contractors

1. Page A-1

Remove and replace Page A-1 in its entirety with Page A-1 (R-1) attached to this Addendum No. 1. The deadline for proposals has been updated.

2. Page A-2

Remove and replace Page A-2 in its entirety with Page A-2 (R-1) attached to this Addendum No. 1. The deadline for submitting questions has been updated.

3. Page A-3

Remove and replace Page A-3 in its entirety with Page A-3 (R-1) attached to this Addendum No. 1. Dates “3” through “11” have been updated to extend the bid phase.

C. SPECIAL PROVISIONS: DIVISION 1: SECTION 108

1. Pages I– 27 and I-28

Remove and replace pages I-27 and I-28 in their entirety with Pages I-27 (R-1) and I-28 (R-1) attached to this Addendum No. 1. The completion date has been revised.

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

NOTICE TO CONTRACTORS

CONTRACT 21-09A

**MOUNT HOPE BRIDGE
MAIN CABLE TRIAL BLOW TEST**

October 25, 2023

Proposals addressed to the Rhode Island Turnpike and Bridge Authority (Authority) for Contract No. 21-09A MOUNT HOPE BRIDGE – MAIN CABLE TRIAL BLOW TEST will be received by the Authority at One East Shore Road, Jamestown, Rhode Island 02835, until 10:00 AM November 29, 2023. Please note that the bidder is responsible for verifying that Federal Express or other mail delivery can be received by the time noted.

This Contract shall consist of work performed on the main cable of the Mount Hope Bridge which carries Route 114 over the Mount Hope Bay between the communities of Bristol and Portsmouth, Rhode Island. The work to be performed includes the following as outlined in the Contract Drawings and the Contract Specifications:

- Installation of temporary access to the main cable.
- Temporary relocation of messenger cable and necklace lighting as directed.
- Removal of main cable wrapping wire sections.
- Fabrication and installation of zinc wedges on the main cable.
- Fabrication and installation of injection and exhaust sleeves on the main cables.
- Furnishing and operating a blower/fan and flower sensors.
- Management and disposal of lead containing materials.

Work shall be performed under short-term closures of the eastbound or westbound lanes of Route 114 as shown on the Contract Drawings through maintenance and protection of traffic installed by the Contractor.

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

The August 2023 edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction will be used on all Contract work awarded by the Rhode Island Turnpike and Bridge Authority (RITBA) and may also be incorporated by reference into Contract work on local, secondary, or transit systems or into other Contract work in which the RITBA has an interest. These Specifications shall control the work on RITBA construction Contracts, except where modified by Supplemental Specifications or the Contract Special Provisions, for all Contracts awarded by the RITBA subsequent to the publication of this edition. If conflicts exist between the Contract provisions and these Specifications, the Contract provisions shall govern. This publication is not available in print format but may be obtained on the Rhode Island Department of Transportation's website:

<https://www.dot.ri.gov/business/bluebook.php>.

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. Contract Documents are not transferable to other parties for bidding purposes.

Prospective bidders are notified that there is a non-mandatory in person Pre-Bid Conference at which all bidders have the option to attend. The conference will be held in person at 1:30 PM on November 1, 2023, at the RITBA offices, One East Shore Drive, Jamestown, RI. Prospective bidders shall email the email addresses of attendees for the Pre-Bid Conference to procurement@ritba.org. Prospective bidders or their representatives may not contact any employee of the Authority or AECOM 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 November 15, 2023.

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, erasures, alterations, additions, or items not called for in the Proposal or that contain irregularities of any kind, may be rejected as not responsive.

A certified check payable to the Rhode Island Turnpike and Bridge Authority in an amount not less than 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.

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.

The Authority intends to award the Contract, if an award is made, as soon as practicable after receipt and evaluation of bids. The Authority will make the award to the lowest responsive and responsible bidder. The successful Bidder shall execute and deliver the Contract and the required Performance Bond and evidence of specified insurance coverage, upon receipt of Notice of Intent to Award. Notice to Proceed and execution of the Contract will be given upon approval of contractor's insurance and bonds; and Contractor shall start work within three (3) weekdays after receipt of Notice to Proceed but may not start the work before the

required bonds and insurance policies have been submitted and approved, or as otherwise stated herein, and shall complete the work on or before the date indicated in the Proposal.

Contractors wishing to submit a proposal on this work are encouraged to have a representative present at the pre-bid conference to be held at 1:30 PM on November 1, 2023, at the RITBA offices.

The Authority intends to adhere to the following schedule:

1. Drawings Available to Contractors – at 10:00 AM on October 25, 2023.
2. In-person Pre-Bid Meeting at 1:30 PM on November 1, 2023.
3. Deadline for written questions by Contractors – 4:00 PM on November 15, 2023.
4. Answers to Contractors Questions and any Addendum Distribution – Close of Business at 4:00 PM on November 22, 2023.
5. Receive proposals by 10:00 AM on November 29, 2023.
6. Public Bid Opening 10:00 AM on November 29, 2023.
7. Review and evaluate proposals with Notice of Intent to Award by 4:00 PM on December 22, 2023.
8. Contractor to submit required insurance and Bid Bond by 4:00 PM on December 22, 2023.
9. Execute Contract and issue Notice to Proceed by 10:00 AM on January 19, 2024.
10. Contractor to start work by 10:00 AM on March 11, 2024.
11. Contractor shall complete all work on this Contract by 1:00 PM May 24, 2024.

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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 milestones:

1. Project Completion – May 24, 2024

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

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.

108.08 FAILURE TO COMPLETE ON TIME.

Delete the table entitled "Schedule of Liquidated Damages" and insert the following in its place:

Main Cable Trial Blow Test Substantial Completion: May 24, 2024

All work shall be completed, as defined by Section 101.18, by the date listed above.
Liquidated Damages: **\$3,500.00** per calendar day.

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