

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

JAMESTOWN, RHODE ISLAND

CONTRACT NO. 21-09A

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

OCTOBER 25, 2023

**AECOM
PROVIDENCE, RI**

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

CONTRACT NO. 21-09A

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MAIN CABLE TRIAL BLOW TEST – Page 1 of 2**

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**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 22, 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 10:00 AM 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. The conference will be followed by a site visit to the bridge. 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 8, 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 10:00 AM on November 1, 2023, at the RITBA offices. The conference will be followed with a site visit to the bridge.

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 10:00 AM on November 1, 2023.
3. Deadline for written questions by Contractors – 4:00 PM on November 8, 2023.
4. Answers to Contractors Questions and any Addendum Distribution – Close of Business at 4:00 PM on November 15, 2023.
5. Receive proposals by 10:00 AM on November 22, 2023.
6. Public Bid Opening 10:00 AM on November 22, 2023.
7. Review and evaluate proposals with Notice of Intent to Award by 4:00 PM on December 15, 2023.
8. Contractor to submit required insurance and Bid Bond by 4:00 PM on December 15, 2023.
9. Execute Contract and issue Notice to Proceed by 10:00 AM on January 12, 2024.
10. Contractor to start work by 10:00 AM on March 11, 2024.
11. Contractor shall complete all work on this Contract by 4:00 PM May 22, 2024.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

LIST OF DRAWINGS

<u>SHEET NO.</u>	<u>TITLE</u>
	COVER SHEET
S-001	INDEX
S-002	ABBREVIATIONS AND SYMBOLS
S-003	GENERAL NOTES AND CONSTRUCTION SEQUENCING
S-004	GENERAL ARRANGEMENT 3D VIEWS
S-005	GENERAL PLAN AND ELEVATION
S-006	TYPICAL CROSS SECTION OF DECK & WIRE WRAPPING REMOVAL DETAIL
S-007	TYPICAL INJECTION AND EXHAUST SLEEVE DETAILS SHEET 1 OF 2
S-008	TYPICAL INJECTION AND EXHAUST SLEEVE DETAILS SHEET 2 OF 2
S-009	MAINTENANCE AND PROTECTION OF TRAFFIC PLAN

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

PROPOSAL

CONTRACT 21-09A

MOUNT HOPE BRIDGE
MAIN CABLE TRIAL BLOW TEST

October 25, 2023

The undersigned Bidder has carefully examined the site of the work described herein; has become familiar with local conditions and the character and extent of the work; has carefully examined the Drawings, the Specifications, which consist of the Rhode Island Standard Specifications for Road and Bridge Construction, August 2023 Edition, and Special Provisions of the Rhode Island Turnpike and Bridge Authority, 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, 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% of the overall bid price, split evenly between entities.

Item	Item Code	Item Description	Estimated Quantity	Unit	Written Bid Price (\$0.00)	Total (\$0.00)
1	202.9901	LOAD, HAUL, AND DISPOSE OF OTHER WASTE	5000	EA	\$1.00	\$5,000.00
2	800.9901	INSTALLATION OF INJECTION SLEEVES, BLOWER, AND HOSES	4	EA		
3	800.9902	INSTALLATION OF EXHAUST SLEEVES	5	EA		
4	800.9903	WRAPPING CABLE PANEL WITH PLASTIC WRAP	24	EA		
5	800.9904	SEALING CABLE BANDS	24	EA		
6	800.9905	BLOW TEST - CREW DAY	65	DAY		
7	914.6010	FLAGPERSONS	1120	HR		
8	914.6020	FLAGPERSONS - OVERTIME	60	HR		
9	922.0100	TEMPORARY CONSTRUCTION SIGNS STANDARD 29.1.0 AND 27.1.1	340.25	SF		
10	923.0200	FLUORESCENT TRAFFIC CONES STANDARD 26.1.0	75	EACH		
11	924.0113	ADVANCE WARNING ARROW PANEL	65	PDAY		
12	925.0112	PORTABLE CHANGEABLE MESSAGE SIGN	150	PDAY		

Item	Item Code	Item Description	Estimated Quantity	Unit	Written Bid Price (\$0.00)	Total (\$0.00)
13	928.0520	SHADOW OR ADVANCE WARNING VEHICLE WITH CRASH CUSHION AND FLASHING ARROW BOARD	560	HR		
14	936.0110	MOBILIZATION	1	LS		
15	937.0100	FURNISH, INSTALL, MAINTAIN, AND MOVE TEMPORARY TRAFFIC PROTECTION	1	LS		

TOTAL _____

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

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

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

The undersigned Bidder submits herewith Proposal Guaranty consisting of a certified check in the amount of \$_____ or a 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 of the State of _____ }
Being a { partnership formed within the State of _____ }
Being a { sole proprietorship formed within the State of _____ }

_____ Title

_____ Title

_____ Title

_____ Title

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

CONTRACT NO. 21-09A

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

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)

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

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

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

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

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 21-09A Mount Hope Bridge
Main Cable Trial Blow Test.

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:

_____(Seal)
PRINCIPAL

WITNESS

TITLE

_____(Seal)
SURETY

WITNESS

TITLE

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

CONTRACT AGREEMENT

This Contract Agreement, executed in the Town of Jamestown in the State of Rhode Island, this __
_____ day of _____, 20__, between the Rhode Island
Turnpike 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. 21-09A MOUNT HOPE BRIDGE – MAIN CABLE TRIAL BLOW TEST 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.

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

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

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

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

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

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

CONTRACTOR

RHODE ISLAND TURNPIKE AND BRIDGE
AUTHORITY

Name: _____

Name: _____

By: _____

By: _____

Title: _____

Title: _____

Rhode Island Turnpike and Bridge Authority
CONFIDENTIALITY AGREEMENT
CONTRACT 21-09A

1. This Confidentiality Agreement shall govern the disclosure to and use by _____ (**Contractor**) for bidding purposes of **any and all** Protected Materials provided by the Rhode Island Turnpike and Bridge Authority (Authority) or their agents, for **Contract 21-09A**, including the **Contract Drawings and Specifications including any and all Contract Addenda**.
2. For purposes of this Agreement the **Authority** may designate as protected any documents, in addition to the Contract Documents, including specifications, materials, disks, CD-ROMs and archived documents, which the **Authority** deems to be confidential or sensitive in nature and not generally available to the public.
3. These Protected Materials provided by the **Authority** to the **Contractor** in connection with **Contract 21-09A** 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. 21-09A
MOUNT HOPE BRIDGE
MAIN CABLE TRIAL BLOW TEST**

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__

MINORITY BUSINESS ENTERPRISE PARTICIPATION
CONTRACT NO. 21-09A

MOUNT HOPE BRIDGE MAIN CABLE TRIAL BLOW TEST

In accordance with RI Gen. Law § 37-14.1-1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to §§ 37-14.1-2 and 37-14.1-6, MBEs and WBEs shall be included in all State purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with State funds, or funds which, in accordance with a federal grant or otherwise, the State expends or administers. MBEs and WBEs shall be awarded a minimum of fifteen percent (15%) (to be split 7.5% Minority-Owned business, 7.5% Woman-Owned business) of the dollar value of the entire procurement or project. Please note that MBE participation credit shall only be granted for firms duly certified as MBEs and WBEs by the State of Rhode Island, Department of Administration, Division of Equity, Diversity, and Inclusion, MBE Compliance Office (MBECO). The current directory of firms certified as MBEs or WBEs may be accessed at <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office/minority-business-enterprise-mbe> or by contacting Kate Brody at the MBECO at 401-574-8670 or via email at kate.brody@doa.ri.gov.

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

CONTRACT NO. 21-09A

MOUNT HOPE BRIDGE MAIN CABLE TRIAL BLOW TEST

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% (to be split
7.5% Minority-Owned business, 7.5% Woman-Owned business) 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 and or less than 7.5% Minority-Owned business and/or less than
7.5% Woman-Owned business 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
Office of Diversity, Equity and Opportunity (ODEO)
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:
Dorinda Keene, Assistant Administrator - MBE
Office of Diversity, Equity and Opportunity (ODEO)
Minority Business Enterprise Compliance Office
One Capitol Hill, 3rd Floor
Providence, RI 02908
Phone: (401) 574-8670
Dorinda.Keene@doa.ri.gov



**STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RHODE ISLAND 02908**

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Vendor's Name:

Vendor's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE 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 certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:				
Type of RI Certification:		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Disability Business Enterprise		
Address:				
Point of Contact:				
Telephone:				
Email:				
Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:				
Total Contract Value (\$):		Subcontract Value (\$):	ISBE Participation Rate (%):	
Anticipated Date of Performance:				

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature	Title	Date
Subcontractor/Supplier Signature	Title	Date



RIDOT DBE UTILIZATION PLAN

Project Name: _____

RIC No.: _____ FAP No: _____

I, _____ HEREBY DECLARE AND AFFIRM that I am the
_____ (title) and duly authorized representative of
_____ (name of Prime Contractor), and that I have personally
reviewed material and facts set forth in and submitted with this DBE Utilization Plan, including all
attached subcontracts.

The following correctly represents our DBE participation in accordance the RI DOT DBE Special Provision and 49 CFR 26.55. Should any of the services performed and materials provided by the DBEs listed below involve a third party or otherwise be found not to comply with the manner in which counted here, we understand that our firm may be found in non-compliance with the requirements of its contract.

PART B

- The prime must initial all statements below.

_____ The Prime has read and understands the counting and commercially useful function requirements stipulated in the RIDOT DBE Special Provisions.

_____ With respect to materials provided according to the above commitment(s), the Prime Contractor agrees to provide all such documentation as required by RIDOT to determine ownership and independence in the procurement of such materials by the DBE.

_____ Materials or supplies related to the above commitments will not be purchased from, leased, or otherwise provided by the prime or any of its affiliates.

_____ The Prime Contractor is / is not (circle one) using a joint check (material purchases only). Joint Check Approval/ Acknowledgment Form, if required, is attached.

_____ With respect to material supply contracts, a RIDOT Broker Affidavit has been completed and attached for any materials that will not be directly procured by and delivered to the work site by the DBE.

_____ For each commitment to use DBE Trucking Services, as indicated above, a Trucking Worksheet has been attached.

Signature

date

RIDOT DBE UTILIZATION PLAN

Name DBE Firms	Item Description of Work or Materials	QTY	Amount by Subcontract Type (use one column only)				(For RIDOT USE ONLY) Total Eligible Credit
			Material/Supply/or Equipment Leased (Enter 60% of contract amount) (Materials provided by a third party must be reported separately to the RIDOT DBELO. Do not count materials purchased from or paid for by the prime)	Furnish & Install (Do not count materials purchased from or paid for by the prime)	Labor only the actual cost of labor to be performed by the DBE)		
			\$	\$	\$		

Total DBE Credit: \$ _____

Total Bid Price: \$ _____

Percentage of DBE participation on this Project: _____ %

Project Number:

Project Name:



**USDOT Standard Title VI/Nondiscrimination
Assurances for Contractors
DOT Order 1050.2A**

I, _____ Name _____, _____ Job Title _____, a duly
authorized representative of _____ Company _____
do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT
Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*

Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

- the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Last Update: November 2017

Project Name: Mount Hope Bridge Main Cable Trial Blow Test

DBE SPECIAL PROVISION

**DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION
CERTIFICATION FOR CONTRACTORS AND CONSULTANTS**

With respect to the above numbered project # 21-09A, I hereby certify that I am the
_____ and duly authorized representative of _____ whose
address is _____.

I do hereby certify that it is the intention of the above organization, as a prime contractor, or as a prime consultant, to affirmatively seek out and consider Disadvantaged Business Enterprises (DBEs) to participate in this contract as subcontractors, subrecipients, and/or as suppliers of materials and services. I agree to comply with the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 26.

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the Rhode Island Department of Transportation (RIDOT), including the Office of Civil Rights, has reviewed and approved the affirmative actions taken by the above organization. I understand and agree to contact the RIDOT Office of Civil Rights (OCR) DBE Liaison Officer (DBELO) or his/her OCR staff representative, for questions related to the implementation of contracting obligations related to the 49 CFR 26, and this provision, and follow the guidance and instructions given. The OCR DBELO and staff will analyze each situation on a case-by-case basis, and will issue findings, including resolving any vagueness and/or ambiguities in RIDOT policies and procedures, and/or standard specifications, based on the 49 CFR 26, its published guidance, and the guidance given by the FHWA and FTA liaisons to RIDOT, considering the language, purpose, and intent of the 49 CFR 26.

I. DBE Goal (%)

The Department has established, in connection with this contract, a DBE goal, as specified in the proposal of the original contract amount, for the utilization of firms owned and controlled by socially and/or economically disadvantaged individuals certified as DBEs by the Rhode Island Unified Certification Program (RIUCP). This DBE goal remains in effect for the life of the project. Therefore, throughout the life of the contract, the contractor must proactively make, document, and submit good faith efforts to meet the contract goal and its commitments to each DBE approved in the contractor's DBE Utilization Plan.

DBE regulations require RIDOT to track both race-conscious DBE participation (i.e., via individual contract goals), and race-neutral DBE participation (i.e., participation beyond contract goals). Both race-conscious and race-neutral DBE participation directly impact RIDOT's overall 3-year DBE participation goals. There is a direct correlation between the amount of race-neutral DBE participation and individual DBE contract goals. Increased race-neutral DBE participation could ultimately result in fewer and lower contract goals assigned to future contracts. Therefore, if a contract has a 0% DBE goal, RIDOT and/or the contractor should make an effort to identify, use DBEs, and report the DBE participation to RIDOT's DBELO for calculation as race-neutral participation.

Contract Assurance As a recipient of federal funds, the U.S. Department of Transportation (USDOT) requires RIDOT to include the following paragraph in contracts for federally funded projects. It applies

to the bidder, and the bidder must also include it in each subcontract it in each subcontract agreement executed for this contract:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these applicable requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as the recipient (RIDOT) deems appropriate, which may include, but is not limited to 1) withholding monthly progress payments, 2) assessing sanctions, 3) liquidated damages, 4) disqualifying the contract from future bidding as non-responsible.

II. DEFINITIONS:

Administrator. Administrator, Civil Rights Program (RIDOT).

Commercially Useful Function. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable), and paying for the material itself.

Contractor. Prime Contractor on construction contracts. Prime consultant on professional services contracts.

DBE Liaison Officer (DBELO). Department employee responsible for developing the DBE Program Plan manual, and monitoring and reporting on its implementation, and recommending corrective actions to bring RIDOT, contractors, subcontractors, and subrecipients into compliance with DBE requirements.

DBE Participation. DBE Participation and Commitment that is documented on the DBE Utilization Form. (See, also, "Race-conscious measures (goals) or programs" and Race-neutral measures (goals) or programs," defined below.)

Disadvantaged Business Enterprise (DBE). A for-profit small business concern:

1. An entity certified by the Rhode Island Unified Certification Program (RIUCP), administered by the Department of Administration Office of Diversity, Equity, and Opportunity (ODEO)/Minority Business Enterprise Compliance Office (MBECO), as listed on <http://odeo.ri.gov/>.
2. That meets the ownership and control requirements of the DBE certification program.
3. That meets the Personal Net Worth requirements of the DBE certification program.

Good Faith Efforts (GFE).

GFE Administrative Review (GFEAR) Group. A group of at least three (as selected and required by the DBELO representing the Office of Civil Rights DBE section) that includes the DBELO or his/her designated staff representative, and other RIDOT personnel that will perform the Administrative Reconsideration appeal review of an initial Good Faith Effort determination. GFEAR can perform an appeal review at any phase of a contract; pre-award or post-award.

GFE Group. The group that makes the initial Good Faith Effort review. The GFE Group can perform a good faith effort review at any phase of a contract; pre-award or post-award.

Joint Venture. A “Joint Venture,” for purposes of this provision, is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Manufacturer. A DBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

Race-conscious measures (goals) or programs. Are those that are focused specifically on assisting DBEs. For example, the establishment of contract goals for DBE participation is a race conscious measure.

Race-neutral measures (goals) or programs. Are those that are, or can be, used to assist all small businesses, including DBEs. Race-neutral DBE participation includes, but is not limited to, any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Regular Dealer. A DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract- by-contract basis. Whether a DBE firm meets the criteria for being treated as a regular dealer is a contract-by-contract determination to be made by the Department.

Subcontractor. Subcontractor on construction contracts, or subconsultant on professional services contracts. A first-tier subcontractor has an agreement directly with a prime contractor. A second-tier subcontractor has an agreement with a first-tier subcontractor. A third-tier subcontractor has an agreement with a second-tier subcontractor.

Shortfall. The difference between the dollar amount on the approved DBE Utilization Plan form(s) and the amount of payments to, and verified by, the approved DBE entities, and when the payments total less than the contract goal (i.e., the approved DBE commitments minus the verified payments).

Small Business Concern. Means, with respect to firms seeking to participate in USDOT- assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

Supplier. A manufacturer, regular dealer, or transaction expeditor/broker.

Transaction Expeditor/Broker. A DBE packager, broker, manufacturers' representatives, or other

persons who arrange or expedite transactions and who arrange for material drop-shipments.

III. PRE-AWARD PERIOD REQUIREMENTS FOR PROJECTS WITH A DBE GOAL.

All bidders must meet bid submission requirements at the time of bid opening, as a matter of responsiveness to the bid. Failure to be responsive to a bid will result in ineligibility for the contract award.

Prior to contract award and at the time of the opening of bids, the contractor shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal':

- A. **EEO Officer.** Submit the name and contact information of its EEO Officer appointed to administer the Contractor's DBE obligations.
- B. **Submission Preparation.** The prime contractor is obliged to obtain and to provide all applicable NAICS codes for each proposed first-tier, and second-tier DBE, and work item numbers and codes corresponding with RIDOT's Engineers Estimate, that it will perform on the contract. Submit to the Department for approval any subcontractor and/or supplier and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Department, and include the name of the DBE, scope of work, and the actual dollar value.
 - Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- C. **Submission Requirements.** To adequately demonstrate sufficient commitments to meet or exceed the DBE contract goal, each bidder is required to submit evidence of such commitments at the bid opening as presented on DBE Utilization Plan Form, and documented good faith efforts.

When RIDOT's OCR determines that the bidder has not submitted sufficient commitments to meet the DBE contract goal established by the Department (the Department will not round up), OCR then will review the bidder's documented Good Faith Efforts (GFEs) used to attempt to meet the contract DBE goal. The bidder must demonstrate that the efforts made were those that a bidder seeking to meet the DBE goal established by the Department would make, given all relevant circumstances. All submissions must include, as a part of the GFE documentation, copies of each DBE and non-DBE subcontractor quote when a non-DBE subcontractor was selected over a DBE subcontractor for work on the contract.

- D. **Good Faith Effort Requirements.** The efforts demonstrated by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain sufficient DBE participation to achieve contract DBE goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. The following actions illustrate the types of efforts that may be taken. This list is not deemed to be exclusive or exhaustive. The DBELO and/or GFE Group will consider other factors and types of efforts that may be relevant:

- Efforts made to conduct market research to identify small business contractors and suppliers and solicit through all reasonable and available means (e.g., use of the ODEO UCP website,

attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder should provide written notification, at least 15 calendar days before the bid opening, to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- Efforts made to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (ie. smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- Efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Efforts made to negotiate in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract DBE goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in and of itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of contract with its own work force does not relieve the bidder of the responsibility to make a GFE. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- Bidder's determination of a DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the contract DBE goal. Another practice considered an insufficient GFE is the rejection of a DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy the contract DBE goal.
- Efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
- Efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

- Efforts to effectively use the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

IV. ACTIONS TO BE TAKEN BY THE DEPARTMENT DURING POST-QUALIFICATION AND BEFORE AWARD—

- a) Approval. If the apparent low bidder submits its DBE Utilization Plan Form by the bid date and meets the contract DBE goal and all other contract and DBE regulatory requirements, the Department will approve the submission.
- b) Good Faith Effort Review. If the apparent low bidder fails to meet the contract DBE goal, the Department will review the GFE documentation. If, during the review of the Contractor's GFE information, the reviewers have questions, the Contractor may be contacted for clarification. The GFE steps are as follows:
 1. The DBELO or GFE Group either:
 - a) Determines that the GFE was met and the DBE Utilization Plan Form will be approved, or
 - b) Disapproves the GFE and the DBE Utilization Plan. The bidder will be notified and may accept the DBELO's determination or request an Administrative Reconsideration appeal with the GFEAR.
 2. If forwarded to them, the GFE Group meets and makes the final determination. If the GFE Group determines that the apparent low bidder met the GFE, the DBE Utilization Plan will be approved. If the GFE Group determines that the apparent low bidder has failed to make a GFE, the bid will be rejected, and the apparent low bidder will be notified, in writing, of the reasons for the rejection.
- c) The Department will provide their approval or rejection in writing.

V. POST-AWARD PERIOD REQUIREMENTS:

A. Counting of Participation and Commercially Useful Function (CUF)

Utilization of certified DBEs is in addition to all other equal opportunity requirements of the contract.

Count DBE participation toward meeting the DBE goal for federal projects as follows: If a firm is a certified DBE contractor or subcontractor at the time that submission of the bids are due, the total dollar value of the contract awarded to the certified DBE is counted toward the applicable DBE goal as provided below. Any services to be performed by a DBE are required to be readily identifiable to the project.

Construction/Consultant Services. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price,

determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.

Prime Contractor/Prime Consultant. The Department, per USDOT regulations, and state law, requires that all prime contractors/consultants perform at least forty percent (40%) of the work. A DBE prime contractor will receive credit for all work performed with its own forces. RIDOT strongly encourages DBE prime contractors/consultants to make additional outreach efforts to solicit DBEs to perform subcontracting work on the project.

Subcontractor. When a DBE participates in a contract directly as a subcontractor, or as a second-tier, count only the value of the work that the DBE actually performs. The Department only will allow DBE credit for work performed by first-tier and second-tier DBE subcontractors.

- a) Count the entire amount of that portion of a contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the subcontract, including supplies purchased or equipment leased by the DBE.
- b) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count.
- c) Count expenditures to a DBE subcontractor only if the DBE is performing a CUF on that contract.
- d) Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
 - e) The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.
 - f) The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
 - g) Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
 - h) All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing

agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:

- i) A DBE must perform or exercise responsibility for at least forty percent (40%) percent of the total cost of its contract with its own work force.
- j) The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
- k) The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
- l) Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
- m) Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, is not consistent with the CUF guidelines.
- n) To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
- o) A DBE's use of equipment owned by a prime contractor or another subcontractor is inconsistent with the CUF guidelines and will result in noncompliance.

Materials and Supplies. A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.

All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:

- a) For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
- b) If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
- c) If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.

- d) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.

DBE Manufacturer. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies.

DBE Regular Dealer. If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies.

DBE Broker. If the materials or supplies are purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves.

Trucking Firms. Count 100% of trucking costs using the following factors to determine what can be counted:

1. Count if the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
2. Count if the DBE owns and operates at least one fully licensed, insured, and operational truck used on the contract.
3. Count the total value of the transportation services the DBE provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is a certified DBE. If the DBE leases trucks from another DBE, count the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. If the DBE leases trucks from a non-DBE firm and the DBE operates these leased trucks (with its own forces), count the total value of the transportation services. If the DBE leases trucks from a non-DBE owner-operator, count only the fee or commission it paid as a result of the lease arrangement. Do not count the total value of the transportation services provided by the lessee (non-DBE owner-operator), since these services are not provided by a DBE.
6. For purposes of this provision, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from being used for work for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and

identification number of the DBE. A lease must explicitly state that the DBE leases trucks without operators when the counting of the total value of transportation services is desirable.

Example to this subsection (6) (d): DBE firm X uses two of its own trucks on a contract. It leases two trucks from DBE firm Y and six trucks from non-DBE firm Z. DBE credit would be awarded for the total value of transportation services provided by firm X and firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by firm Z, DBE credit could be awarded only for the fees or commission pertaining to those trucks firm X receives as a result of the lease with firm Z.

Pass-through. Supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass-through operations are not commercially useful functions and will not be counted toward contract goals.

Management. The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.

Workforce. In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.

Certification. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the time of the execution of the contract or issuance of the purchase order, RIDOT will

not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i). DBEs must be certified in the NAICS codes that are applicable to the work to be performed.

RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.

DBE Participation Credit. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

VI. ACTION TO BE TAKEN BY THE DEPARTMENT DURING POST-AWARD

To ensure that all obligations awarded to DBEs under this contract are met, the Department will review the Contractor's DBE involvement efforts during the performance of the project whether or not the DBE is listed on the approved DBE Utilization Plan. The review will include a CUF review and analysis.

Sanctions. Upon completion of the work the Department will review the actual DBE participation and make a determination regarding the Contractor's compliance with the applicable requirements. Sanctions

may be imposed for noncompliance or unwarranted shortfalls in the approved DBE goal.

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage and subtracting the dollar value of the eligible work actually performed by DBE subcontractors, for which the DBEs have verified payments received. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>. Links to the 49 CFR 26 regulations, and to the USDOT published guidance on how to interpret certain sections of the regulations:

<https://www.ecfr.gov/cgi-bin/text-idx?SID=ba0d6b5c8e33f26453add22334d6af4d&mc=true&node=pt49.1.26&rgn=div5>

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise>

<https://cms8.dot.gov/sites/dot.gov/files/2020-01/docr-20180425-001part26qa.pdf>
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
 - 1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
 - 2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 - 3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
 - 4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
 - 5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A

Consultant will be required to sign this Certification at the time of the contract execution, or the award of contract will be nullified.

VII. ACTIONS REQUIRED BY THE CONTRACTOR DURING POST-AWARD.

- a) **DBE Participation.** Must continue to make GFEs for the life of the project. When the DBE Utilization Plan is approved with DBE participation less than the contract DBE goal, continue GFE toward meeting the contract DBE goal. Ensure that the Commitment is attained. Proof of attainment is documented by verified payments to DBEs, submitted to the Department, and approved by OCR.
- b) **DBE Subcontractor Approval.** The prime contractor will not receive credit towards the DBE goal for work performed by a DBE prior to the approval date of the DBE Utilization Plan by RIDOT's Office of Civil Rights DBE staff.

All firms listed on the approved DBE Utilization Plan, including those business types other than subcontractors (i.e. dealers, truckers, service providers), must be submitted for approval after the contracts are executed, and before the DBE's actual performance of work. The subcontractor request must be equal to or greater than the committed amount. Submit for subcontractor approval any other DBE whether or not they are listed on the DBE Utilization Plan. When submitting request for subcontractor approval, attach a copy of the DBE subcontract or agreement, and any contract amendments, thereafter.

- c) **Termination/Replacement.** Obtain approval from RIDOT's Office of Civil Rights (OCR) before terminating or replacing (aka, substituting) a DBE or making any change to the DBE participation listed on the approved DBE Utilization Plan, including for reduction of work items, which federal USDOT regulations treat as termination. Immediately request authorization from RIDOT's OCR in writing by completing DBE Termination/Replacement Request Form. The request must include documentation supporting the termination or replacement, and written agreement from the DBE to the change. Include proof that the contractor sent a certified letter to the DBE, giving the DBE five (5) days to respond with acceptance or rejection of the termination or reduction of its work, and notification to RIDOT's OCR. Demonstrate that every effort has been made to allow the DBE to perform. RIDOT's OCR will review submitted documented efforts to determine whether the contractor has adequately demonstrated good cause, written notice, and good faith efforts

1. If DBE replacement is agreeable between the Contractor and the DBE, document the following procedures:

- Make and submit documented GFE (Actions required by the bidder at the bidding stage and prior to award for projects with a DBE Goal) to subcontract the same work with another DBE, or subcontract other work items to DBE firms, to make up the DBE shortfall. A prime contractor's inability to find a replacement DBE at the contract price is not, in and of itself, adequate to support a finding that GFEs have been made to replace the original DBE. The fact that the prime contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the prime contractor of the obligation to make GFEs to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
- When the substitution results in meeting the DBE goal, complete a revised subcontractor

approval request within seven (7) days. If the DBE performed on the project, the revised subcontractor approval request should include the total amount paid to the DBE before the DBE substitution.

- When the substitution does not result in meeting the DBE goal, provide additional GFE documentation, including (1) a statement of efforts made to negotiate with DBEs for specific work or supplies, including the names, addresses, telephone numbers, and emails of those DBEs that were contacted; (2) the time and date each DBE was contacted; (3) a description of the information provided to DBEs regarding plans and specifications for portions of the work to be performed or the materials supplied; and (4) an explanation of why an agreement between the prime contractor and DBE was not reached. If the DBE performed on the project, the revised DBE Utilization Plan should include the total amount paid to the DBE before the DBE substitution.
- Good Faith Effort Review. RIDOT will review the GFE documentation for substitution. If, during the review of the Contractor's GFE information, the reviewers have questions, the Contractor may be contacted for clarification. The GFE steps are as follows:
 1. The RIDOT reviews and makes recommendation to the GFEAR for their determination.
 2. The GFEAR either:
 - a. Approves recommendation that the GFE was met and the substitution will be approved, or
 - b. Disapproves the GFE resulting in a shortfall requiring the contractor to continue GFEs.

The prime contractor will not be eligible to receive credits towards the DBE goal until OCR approves the substituted DBE firm.

If the projected DBE participation on an approved DBE Utilization Plan meets or exceeds the DBE goal amount for the contract without replacing the DBE, then no contract shortfall exists. However, OCR could recommend sanctions for other non-compliance issues (e.g. non-compliance with prompt payment requirements, failure of DBE to perform a commercially useful function (CUF), failure to comply with Termination/Replacement requirements, etc.).

2. If the arrangement for DBE replacement is not agreeable between the Contractor and the DBE, the following procedures are required:
 - The Contractor is not eligible for credit for DBE work performed prior to OCR's approval of the DBE replacement.
 - The DBELO and/or GFE Group, or GFEAR, will review and make a determination and RIDOT will notify both the Contractor and the DBE.

Additional Work. When additional work is required for any classification of work, which is identified on the DBE Utilization Plan, to be performed by the DBE, at least 50% of this additional work will be performed by the same DBE unless the DBE submits, in writing, that it cannot perform the work due to its own limitations.

Progress Payments. All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. The 49 CFR 26 Prompt Payment requirements apply to both DBE and non-DBE subcontracts. The Contractor must maintain adequate records to document its compliance with prompt

payment, and is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

Make payments in accordance with Section 109 of the RI Standard Specifications for Road and Bridge Construction. Document payments on the Contracting Invoice and as required in Prism and submit to RIDOT with each payment request. Contractor must issue prompt and full payment of retainage to the subcontractor within 30 days after the subcontractor's work is satisfactorily complete. For the purposes of prompt payment, a subcontractor's work is satisfactorily complete when all the tasks called for in the subcontract have been accomplished and documented as required by RIDOT. When RIDOT has made an incremental acceptance of a portion of the prime contract, the subcontractor covered by that acceptance is deemed to be satisfactorily complete.

Joint Check Procedure for DBEs: A prime contractor must receive written approval by RIDOT's DBELO before using a joint check for materials/supplies called for under a subcontract with a DBE. The prime contractor shall submit joint check requests in writing to the RIDOT's DBELO along with a Joint Check Affidavit and the subcontract agreement. The following are general conditions that must be met regarding joint check use:

1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total contract value, including the cost of materials and installation; actual payments for work performed by the DBE may reflect labor only; and
5. The DBE remains responsible for negotiation of price, determining quality and quantity, ordering materials and installing (where applicable) and paying for the material itself.

FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

6. Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using the "DBE Request for Verification Payment" form. The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions including, but not limited to, those listed in Sections I. of this provision.
7. If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.
8. When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and Subcontractor on the "Certification of Progress Payment" form, the Department will pay the Prime Contractor for all work covered by the acceptance including the relevant portion of retainage due the Subcontractor.

Within thirty (30) days of receipt of such payment, the Prime Contractor shall pay the Subcontractor for all accepted Subcontract work including all retainage owed. For any payments the Prime Contractor receives for Subcontractor work, the Contractor shall complete RIDOT's payment verification form or any other form or process (e.g., entering required information into PRISM) required by the Department and shall submit the fully executed form(s) to RIDOT within ten (10) days of the Subcontractor signing the form.

Records and Reports. Keep such project records as are necessary to determine compliance with DBE Requirements. These records can be used as GFE documentation. Design these records to indicate:

- The number of disadvantaged and non-disadvantaged subcontractors, small businesses, regular dealers, manufacturers, consultants, and service providers, and the type of work or services performed on or materials incorporated in this project.
- The progress and efforts made in seeking out DBE contractor organizations and individual DBEs for work on this project.
- Documentation of all correspondence, personal contacts, telephone calls, etc., to obtain the services of DBEs for this project. Submit reports, as required by the Department. Certify that the amounts were actually paid to the DBE for work performed on the project and keep cancelled checks on file in the home office to reflect payment for the specific project and for inspection and audit by the Department. Record the payment information on Contractor Invoice and document the following:
 - The number of contracts awarded to DBEs, the work items performed with corresponding amounts, and total amount of each contract executed with each firm, and the execution date of each contract.
 - The amount paid to each DBE during each month, the amount paid to date, and retainage withheld. If no payments are made to a DBE during the month, enter a zero (\$0.00) payment.
 - Paid invoices and a certification by each DBE attesting to the actual amount paid to each firm, upon completion of each DBE's work. If the actual amount paid (as verified by each DBE) is less than the committed amount to each DBE, provide a complete explanation of the shortfall difference.

Maintain all such records for a period of three (3) years following acceptance of final payment from RIDOT to Contractor. Make these records available for inspection by the RIDOT, FTA and FHWA.

If DBE credit is being claimed for material costs included in a DBE subcontract or agreement, submit purchase orders for the material along with the Contractor Invoice to the Owner on a monthly basis.

Signature of Contractor or Consultant

Date

Printed Name of Contractor or Consultant

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
INSPECTION AFFIDAVIT

CONTRACT NO. 21-09A

MOUNT HOPE BRIDGE
MAIN CABLE TRIAL BLOW TEST

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 and the bridge site on the _____ day of _____, 20__ and,
I, hereby acknowledge that I have satisfied myself with regard to the characteristics of the site and the
structure involved, and the general nature, quantity and extent of the work to be performed and materials
furnished under this Contract.

(Also type or print name of affiant under signature)

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

Notary Public

My commission expires _____, 20__

END OF INSPECTION AFFIDAVIT

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 _____, 20__, enter into a written Contract with the Authority, being Contract No. 21-09A MOUNT HOPE BRIDGE – MAIN CABLE TRIAL BLOW TEST 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. 21-09A MOUNT HOPE BRIDGE – MAIN CABLE TRIAL BLOW TEST 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. 21-09A
MOUNT HOPE BRIDGE
MAIN CABLE TRIAL BLOW TEST**

PROJECT SPECIFICATIONS

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>.

SPECIAL PROVISIONS

DIVISION I

In general, substitute “Rhode Island Turnpike and Bridge Authority” for “State”, “Department”, and “Division of Purchases”.

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, Inspection Affidavit, Wage Rates, Performance Bond, Payment Bond, Standard Specifications, Supplemental Specifications, Special Provisions, General and Detailed Plans, Notice of Award, Notice to Proceed, and any subsequently executed Contract Addenda that are required to complete the construction of the work in an acceptable manner, including authorized Contract Time Extensions.
- c. One Instrument: The executed Contract Agreement and the Contract Documents constitute one instrument; i.e., “the Contract.”

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

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

101.59 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.

101.86 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.

Delete the text and substitute with the following:

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 PREQUALIFICATION OF BIDDERS.

Delete the title and text and substitute the following:

102.01 QUALIFICATION OF BIDDERS.

Each bidder shall complete and attach to their Proposal, the Statement of Qualifications forms setting forth information concerning company and personnel experience, status of work on hand, references, financial statement, and list of equipment proposed for the project. The Bidder is alerted to the fact that Statements of Qualification forms are required for the Prime Contractor. A form for this is included in the Proposal and shall be completed by the bidder and attached to their Proposal. Failure of a Bidder to submit completed form with their Proposal may be cause for rejection of their bid.

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

102.02 CONTENTS OF PROPOSAL FORMS.

Delete title and text and substitute the following:

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

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

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

Contract Documents are non-transferable. Any prospective Bidder who has been issued Documents and transfers them to any other individual, firm, or corporation may be barred from current and/or future bidding. The Proposal of the Bidder who has not been issued the Proposal form directly by the Authority or its Engineer may be rejected.

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

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

Add the following text to this Subsection:

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

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

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

- a. Conditions bearing upon acquisition, transportation, disposal, handling, and storage of materials.
- b. The availability of labor, materials, water, electric power, and roads.
- c. Uncertainties of weather, tides, or similar physical conditions at the site.
- d. Environmental permits, restrictions, requirements including but not limited to the removal and disposal of materials and compliance with local noise ordinances
- e. The confirmation and condition of the ground and work area and means of access
- f. The character of equipment and facilities needed preliminary to and during work performance;

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

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

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

The bidder shall be familiar and comply with all RITBA, Federal, State and local laws, ordinances, and regulations which might affect those engaged in the work. The Authority will not consider any plea of misunderstanding or ignorance of such requirements.

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

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

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

Any prospective bidder desiring an explanation or interpretation of the bid documents, must request the explanation or interpretation in accordance with the dates and requirements included in the

Notice to Contractors. Oral explanations, interpretations, or instructions given by anyone before the award of a contract will not be binding on the Authority. Any information given a prospective bidder concerning any of the bid documents will be furnished to all prospective bidders as an addendum if that information is deemed by the Authority to be necessary in submitting bids or if the Authority concludes that the lack of the information would be prejudicial to other prospective bidders.

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

Existing Design Plans for the MOUNT HOPE BRIDGE – MAIN CABLE TRIAL BLOW TEST 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 as needed at any time during the bidding period in order to fully ascertain for itself the condition of the existing structure and project site, possible means of access to and egress from different portions of the structure, and to gather other information relative to the proposed work, by making advance arrangements with the Authority.

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

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

102.06 PROPOSAL GUARANTY.

Delete the last three sentences of this subsection and substitute the following:

The Proposal when submitted shall be accompanied by a certified check payable to the order of the Rhode Island Turnpike and Bridge Authority or by a 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.

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 [“The State makes such revisions...through its procurement system.”] 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.

Add the following subsection to subparagraph a. **Anti-Collusion Certification:**

- 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.

Add the following subsection subparagraph c. **Disadvantaged Business Enterprise Affirmative Action Certificate:**

- 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, to split evenly between the entities.

102.13 DELIVERY OF PROPOSALS. (Add this new subsection)

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 MOUNT HOPE BRIDGE – MAIN CABLE TRIAL BLOW TEST – CONTRACT 21-09A. 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.

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

The Rhode Island Turnpike and Bridge Authority will hold a non-mandatory pre-bid conference concerning this contract, titled, Contract 21-09A MOUNT HOPE BRIDGE – MAIN CABLE TRIAL BLOW TEST. The conference will be held in person at 10:00 AM on November 1, 2023, at the RITBA offices, One East Shore Drive, Jamestown, RI. A site visit to the bridge will follow the conference. 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

103.02 POST-QUALIFICATION REQUIREMENTS OF AWARD OF CONTRACT.

Delete subparagraph **a.** without replacement.

103.05 CONTRACT BOND.

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

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

1. Be on Authority furnished form, as attached in these specifications.
2. Be signed by surety (or sureties) that is (are) listed in the current U.S. Treasury circular 570 and authorized to do business in the State of Rhode Island and 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 OF THE CONTRACT.

Delete this subsection in its entirety and substitute the following:

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

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

103.07 FAILURE TO EXECUTE CONTRACT.

Modify the first sentence of the second paragraph as follows:

If RITBA does not execute the contract within forty-five (45) calendar days of Bid opening, or as agreed upon....

END OF SECTION 103

SECTION 104 – SCOPE OF WORK

104.01 INTENT OF CONTRACT.

Add the following to this subsection;

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

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

104.02 CONTRACT REVISIONS.

Add the following to this subsection:

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

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

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

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

104.05 EXTRA WORK.

Delete the subsection in its entirety and substitute the following:

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

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

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

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

104.08 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 bridges.

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

Maintenance and Protection of Traffic Plans are included in the Contract Drawings during long-term staged construction setups only. However, this does not relieve the Contractor of his responsibility to provide daily lane closures, for the purposes of setting up or shifting between the long-term temporary stages as shown on the Contract drawings, that conform and comply with RIDOT Standard Specifications, MUTCD, the Contract Drawings and Specifications, and State and Local laws.

The Contractor must submit a schedule of daily 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 for night or weekend 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 daily lane closures up overnight or at any time that the area is not attended by Contractor personnel equipped to maintain the work site and the maintenance and protection of traffic.

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

The Contractor shall install adequate warning lights, guide barriers, and signage in accordance with the Contract Drawings, applicable provisions of Sections 922 through 928 and Section 937 of these Specifications, the Standard Specification, 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 two Flagpersons for Route 114 daily 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. Daily Lane closures requested for this Contract 21-09A 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 daily lane closures. For any daily lane closures not previously scheduled and coordinated by the Contractor for Contract 21-09A 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.

The Contractor will be responsible for providing maintenance and protection of traffic for lane closures during the platform installation and testing of the main cable of the Mount Hope Bridge. The cost for these lane closures shall be included in the lump sum payment for this item. The timing and duration of these lane closures will be determined through regular coordination meetings between the Contractor, their subcontractors, and RITBA.

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.
- **Easter Sunday** – No Friday, Saturday or Sunday (day or night) work.
- **Memorial Day, Labor Day** – No Friday, Saturday, Sunday, or Monday (day or night) work.
- **Roger Williams University graduation** – the contractor shall coordinate with the university on the exact dates.

All Friday daytime lane closures must end by 1 PM unless authorized by the Resident or Engineer on a case-by-case basis.

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 daily 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 night work.

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.

Method of Measurement and Basis of Payment for Maintenance and Protection of Traffic

(update based on 937 MP&T movement item)

Maintenance and Protection of Traffic for work on this project shall be paid for under Item Code 937.9901. Refer to Division II of these Special Provisions for further information.

<u>Work Pay Item</u>	<u>Payment Reference Description</u>	<u>Pay Unit</u>
937.9901	Maintenance and Movement Traffic Protection	Lump Sum

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.

Delete the first sentence of subparagraph **b. Review of Shop Drawings.** in its entirety and replace with:

All shop drawings will be reviewed and returned to the Contractor within twenty-one (21) calendar days of the submission or resubmission to the Engineer, all shop drawings shall be reviewed by the Engineer and returned to the Contractor for appropriate action.

105.03 CONFORMITY WITH PLANS AND SPECIFICATIONS.

Add the following to this subsection:

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

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

105.05 COOPERATION BY CONTRACTOR AND REMOVAL OF PERSONNEL.

Add the following to this subsection:

The Engineer may remove the Superintendent or any other key Contractor staff positions included in the Proposal Qualifications Questionnaire at any time if the performance is unsatisfactory or the staff member is uncooperative in their relationship with the Engineer.

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.

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 GUARANTIES.

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:

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

Modify the first line of the second paragraph as follows:

...the Department, R.I.T.B.A., Engineer, and its representatives against...

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, AECOM and their agents, shall only be instituted in a court within the State of Rhode Island.

107.08 PUBLIC CONVENIENCE AND SAFETY PROVISIONS.

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, AECOM, 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 AECOM, 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, AECOM, 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 AECOM, 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 AECOM, 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 107.13 and shall ascertain the cost to them of all the required insurance policies before submitting their bid. The cost of insurance shall be included in the Total Contract Bid Price in the Proposal.

107.15 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 not right to bring an action in the courts of the State of Rhode Island, or any other court against the Authority by virtue of this lack of standing.

107.17 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 107.13 of the Contract Specifications except when the value of the subcontract as determined by the Authority, warrants lower limits of coverage. In this case, after accepted by the Authority lower limits of coverage shall be afforded.

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

108.05 CHARACTER OF WORKERS.

Add the following to this subsection:

The Contractor shall perform national criminal background checks on all workers to be employed on the Project. Background checks shall be performed no earlier than 6 months prior to the worker’s anticipated start date. The Contractor shall provide the Engineer with a list of all workers that will be on-site and the background check for each worker. The background check shall verify that there is a match between the social security number and the worker employed on the project. The list and background check shall include at a minimum the following information for each worker; name, address, telephone number, birth date, social security number, driver’s license state and number and the results of the criminal background check and social security match check. Any proposed worker with a Felony will be rejected for work on this Contract. Proposed workers with multiple Misdemeanors will be approved for work on the Contract at the discretion of the Engineer. The Contractor shall also provide the Engineer with a list of all vehicles that will be on the job site including the vehicle type, color and license plate number.

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

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

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

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

The Contractor shall provide the staff indicated in the Proposal Qualification Questionnaires. If staff identified in the Proposal is no longer in the employ of the Contractor during the performance of work under this Contract, then the Contractor shall submit for approval by the Engineer the qualifications of a replacement. Should the Contractor fail to provide the proposed staff or approved and suitable replacements for proposed staff, the Engineer may withhold Progress Payments during the period of time that the Contractor fails to comply.

108.07 DETERMINATION AND EXTENSION OF CONTRACT TIME.

Delete this subsection in its entirety and substitute the following:

The Contractor is notified of the following project milestones:

1. Project Completion – May 22, 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

SECTION 109 – MEASUREMENT AND PAYMENT

109.06 PAYMENT FOR WORK.

Add the following to this subparagraph:

i. Partial Payments

- **Amount**

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.

- **Conditions**

- o The materials have been inspected and appear to be acceptable based upon available suppliers' certification or material test reports.
- o 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.
- o 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.
- o 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.
- o 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.
- o 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.
- o The Contractor assumes full responsibility for the safe storage and protection of the materials and nothing in this Subsection alters the provisions of Subsections 107.11 and 107.13. If material paid for under this Subsection are damaged, stolen, or prove to be unacceptable, the payment made therefore shall be recovered by the Authority by way of deduction from subsequent estimates and payments.
- o 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.
- o 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.
- o 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:

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 bridge, and any other work area under this Contract. No separate payment will be made for securing the required permits or approvals to perform the work or to provide notification, or for any delays associated with securing of permits or approvals or providing notification. All costs associated with securing of permits or approvals to perform the work or provide notification, or delays associated with securing permits or approvals or providing notification, shall be considered incidental costs included in the bid prices of Contract work items.

END OF SECTION 111

INDEX
DIVISION II – CONSTRUCTION DETAILS

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CODE 202.9901
LOAD, HAUL, AND DISPOSAL OF OTHER WASTE

DESCRIPTION: The work under this item shall include any special handling, transportation, personnel protection and disposing of controlled/hazardous materials which may exist within material that is to be disposed of classified herein as “other waste” to proper and fully licensed off-site disposal or recycling facilities. Contaminated and hazardous waste shall be managed in accordance with all applicable Federal, State and Local regulations including, but not limited to, EPA, OSHA, and RIDEM Remediation Regulations. The work under this item shall be performed in accordance with all applicable sections of the RIDOT Standard Specifications, including all revisions, and in compliance with all applicable permits.

The work associated with removal of materials classified herein as “other waste” shall be paid for under Item Code 202.9901.

REGULATORY REQUIREMENTS: Applicable regulations consist of all regulations cited in their latest version, in addition to any others deemed applicable by the Contractor and are dependent on the nature of contamination present. Additional regulations may be required by Federal, State and Local agencies upon notification of contamination at the project area. This section refers to many requirements found in the references below, but is not intended to cite or reiterate all applicable regulations herein or elsewhere. It shall be the Contractor’s responsibility to be aware of, understand, and conform to all such regulations and common practices only to the extent that they may be applicable to the work and applicable sections of the regulations identified in this section and any other regulations deemed applicable by the Contractor. It shall be the Contractor’s responsibility to identify and determine all relevant and applicable regulations that pertain to this project. In the event of a conflict, the more stringent regulations shall govern. The following documents and/or publications are commonly applied to RIDOT roadway projects and are incorporated into this item by reference herein:

1. Rhode Island Rules and Regulations for the Investigation and Remediation of Hazardous Materials (Remediation Regulations)
2. Rhode Island Rules and Regulations for Hazardous Waste Management
3. Rhode Island Solid Waste Regulations
4. Rhode Island Oil Pollution Control Regulations
5. “Hazardous Waste Operations and Emergency Response”, Federal Occupational Safety and Health Act (OSHA), 29 CFR 1910.120
6. “General Regulations for Hazardous Waste Management”, EPA, 40 CFR 260
7. “Regulations for Identifying Hazardous Waste, Hazardous Waste Generators and Hazardous Waste Transporters”, EPA, 40 CFR 261, 262 and 263
8. U.S. Department of Transportation (U.S. DOT) Title 49 Code of Federal Regulations (CFR)
9. Safety and Health Regulations Promulgated by the U.S. Department of Labor OSHA, 29 CFR 1910 – Occupational Safety and Health Standards
10. Safety and Health Regulations Promulgated by the U.S. Department of Labor OSHA, 29 CFR 1926 – Safety and Health Regulations for Construction

11. U.S. EPA Standard Operating Safety Guidelines – Office of Emergency and Remedial Response, Emergency Response Division
12. U.S. EPA Medical Monitoring Program Guidelines

OTHER WASTE: The potential “other waste” to be disposed of is defined as follows:

- Suspect oil used as corrosion inhibitor of the main cable wires, unless otherwise tested by the Contractor.
- Suspect lead coating within the cable wrap pr as wire corrosion protection, unless otherwise tested by the Contractor.

MATERIALS: All materials to be used shall be in accordance with the appropriate sections of the Rhode Island Standard Specifications. The Contractor shall supply and utilize all required materials to adequately remove, contain, haul and dispose of contaminated “other waste” generated from the work as defined in this item code. Personal protective equipment shall be as specified in the Contractor’s project specific Health and Safety Plan.

CONSTRUCTION METHODS: The Contractor is responsible for adhering to RIDEM, Federal, State and Local regulations pertaining to the proper containment, handling, removal, transportation, and disposal of known or suspected “other waste” generated from the work. This item code is intended to encompass requirements based on the “other waste” anticipated to be generated from the work. However, the Contractor is responsible for adhering to any additional regulations required based on the nature of “other waste” encountered and generated from the work.

HEALTH AND SAFETY: Per Section 826 of the Rhode Island Standard Specifications.

CONFORMANCE: The Contractor shall be subject to on-site inspection by the Engineer or other regulatory officials while performing work under this item code. The Engineer may issue a stop work order to be in effect immediately if the work is found to be in violation of a Federal, State, Local or any other regulation until the violation is resolved. Standby time and all expenses required to resolve the violation shall be at no additional cost to the State. Disposal of waste or other material that becomes contaminated as a result of improper handling or use of unauthorized procedures by the Contractor shall be at no additional cost to the State.

CONTAMINATED WASTE TRANSPORTATION AND DISPOSAL: The Contractor shall be responsible for obtaining all necessary permits, shipping papers, bills of lading, manifests, and acceptance approvals in conjunction with contaminated hazardous materials, waste, solid waste removal, hauling, transportation and disposal. The Contractor shall provide timely notification of such actions in accordance with applicable Federal, State, and Local authorities. All contaminated waste shall be transported to an off-site recycling or disposal facility in accordance with applicable Federal, State, and Local regulations governing transportation, recycling, and disposal.

METHOD OF MEASUREMENT: ITEM CODE 202.9901 "LOAD, HAUL, AND DISPOSAL OF OTHER WASTE" shall be measured for payment by the actual cost of handled, transported, and disposed waste in accordance with the Contract Documents and/or as directed by the Engineer. The total number of EACH unit shall be equal to the actual cost of the work

performed under this item (i.e. one unit EACH is equal to one dollar of “LOAD, HAUL, AND DISPOSAL OF OTHER WASTE”).

BASIS OF PAYMENT: The accepted quantity of **ITEM CODE 203.9901 "LOAD, HAUL, AND DISPOSAL OF OTHER WASTE"** estimated dollar figure is established at 5,000 units at \$1.00/Each and is inserted in the proposal as an authorized amount from which payments shall be drawn up to the established dollar figure. Payments above the established dollar figure shall be drawn on a force account basis in accordance with Subsection 109.04 of the Standard Specifications. The price so-stated constitutes full and complete compensation for all labor, personnel protection, materials, tools and equipment, loading, hauling, disposal, and all other incidentals required to complete the work as described in this item code and as required by Federal, State, and Local requirements upon notification/reporting of the presence of contaminated waste at the project area and elsewhere as reference in the Contract Documents, complete in place and accepted by the Engineer.

CODE 800.9900
BLOW TEST

DESCRIPTION: The work of this Section consists of temporarily relocating messenger cable and necklace lighting cable, removing the wrapping wire from the main cable as directed, performing any necessary repairs to main cable wires if damaged during the removal of wrapping wire, furnishing, fabricating, and installing miscellaneous metal elements (injection and exhaust sleeves), furnishing and operating a blower/fan and flow sensors, furnishing and installing zinc wedges, caulking, plastic wrap, air hoses and neoprene pads as shown on the Contract Drawings and as required to complete the blow test, and re-installing messenger cable and necklace lighting cable to original position.

MATERIALS: Materials to be furnished and installed under this Section include:

1. Stainless-steel plates, Stainless-steel threaded sleeves
2. Stainless-steel bolts, screws, and other miscellaneous connectors
3. Zinc Wedges
4. Neoprene pads 60 durometer
5. Temporary Blower/Fan
6. Pressure Gauge
7. Flow Sensors
8. Temporary Stainless Steel Security Cabinet
9. Temporary Gasoline Powered Generator
10. Temporary air hoses
11. Caulking
12. Plastic Wrap
13. Anti-Slip Tape

SUBMITTALS:

1. Shop Drawings: Shop fabrication drawings shall be submitted for the stainless-steel injection and exhaust sleeve plates. The drawings shall include dimensional plans and elevations, details of sections, connections, and anchorages.
2. Assembly and installation drawings shall be submitted indicating the Contractor's proposed sequence and method of installation for assemblies.
3. Certifications of welders and welding processes to be used in the fabrication process shall be submitted in accordance with AWS D1.1.
4. Manufacturer's certification of materials.
5. Manufacturer's Data: Manufacturer's catalog data shall be submitted, including specifications, load tables, details, and screws to be used.
6. Contractor shall demonstrate prior experience working on main cables including the removal of wrapping wire, repair of main cable wires, and re-wrapping of the main cable.
7. Sensor product data and calibration certifications.

RELATED SECTIONS:

1. Section 937 – Furnish, Install, Maintain, and Move Temporary Traffic Protection
2. Section 105 – Control of Work
3. Section 106– Control of Material
4. Section 202.9901 – Load, Haul, and Disposal of Other Waste

REFERENCES:

1. The work of this Section shall comply with the applicable provisions and recommendations of the following:
 - a. American Welding Society (AWS) D1.1
 - b. American Society of Testing and Materials (ASTM) ASTM A193, Type 316; A194, Type 316; A240, Type 316L; A 276, Type 316; B418, Type 1.

PRODUCTS: Whenever practicable, items shall be standard products meeting the requirements specified herein, of a manufacturer regularly engaged in production of such items. Assemblies, shapes and plates shall be true to details, clean and straight. Curve work shall be true to radii with smooth-finished surfaces.

1. Materials
 - a. All plates shall be stainless steel, ASTM A2240, Type 316L unless otherwise noted on the Contract Drawings.
 - b. Bolts shall be stainless-steel, ASTM A193, Type 316.
 - c. Nuts for bolts shall be stainless-steel, ASTM A194, Type 316.
 - d. Washers for bolts shall be stainless-steel, ASTM A193, Type 316.
 - e. Zinc wedges for injection and exhaust sleeves shall be galvanized zinc anode wedges, ASTM-B-418, Type 1.
 - f. Caulking for sealing the injection and exhaust sleeves shall be SoudaSeal FC manufactured by IPA Systems, Inc. or approved equal.
 - g. Caulking for sealing the cable bands shall be Sikaflex 11FC manufactured by Sika Corporation or approved equal.
 - h. Neoprene pads of 60 Durometer.
 - i. The 4-inch diameter blower hose shall be Hosecraft VB1 air hose or approved equal.
 - j. Plastic Wrap shall be 80-gauge linear low-density polyethylene (LLDPE) by US Packaging and Wrapping LLC or approved equal.
 - k. Anti-Slip Tape shall be McMaster and Carr High Visibility Anti-Slip Tape or approved equal.

EQUIPMENT:

1. Blower shall be an Atlantic Blower ABMS 400 Centrifugal Blower equipped with a variable speed control or approved equal.
2. Flow sensors shall be Testo 405i Anemometer or approved equal. Contractor to provide a device to remotely monitor and record the flow data via Bluetooth.

CONSTRUCTION METHODS: The Contractor shall coordinate and provide assembly and setting drawings, templates, instructions, and directions for fabrication and installation of assemblies, including details for locating and affixing connectors and attachments. The Contractor shall exercise extreme caution when cutting or puncturing existing caulking in cable band. A fixed blade knife shall be used, folding knives are not acceptable.

1. INSTALLATION OF THE INJECTION SLEEVES, BLOWER, AND HOSES

- a. Stainless-steel Injection sleeves shall be fabricated and installed on the main cables as shown on the contract drawings. Injection sleeves shall not be installed until the wire wrapping has been removed to the limits shown on the contract drawings, any red lead paste has been cleaned off the cable, and the zinc wedges have been installed. Removal of red lead from cable wires shall be performed using hand tools such as a soft wire brush (i.e. brass or bronze; steel prohibited). No power tools or mechanical methods shall be used to remove red lead paste from the exposed wires. Any damage to the main cable wires shall be repaired as directed by the Engineer. The cable unwrapping and wedging procedure is described on the Contract Drawings. Contractor shall access to the main cable to perform the removal of the wire wrapping and installation of the sleeve. Contractor shall provide all necessary MPT, refer to Section 937.
- b. Strap air hoses to the suspender ropes as shown on the Contract Drawings making sure the hoses reach from the injection port on the injection sleeve to the blower below.
- c. Assemble all components to the blower, flow sensor, and injection sleeve.

2. INSTALLATION OF EXHAUST SLEEVES

- a. Stainless-steel exhaust sleeves shall be fabricated and installed on the main cables as shown on the contract drawings. Note not all blow test locations will contain exhaust sleeves, please refer to the Contract Drawings. Exhaust sleeves shall not be installed until the wire wrapping has been removed to the limits shown on the contract drawings, any red lead paste has been cleaned off the cable, and the zinc wedges have been installed. Removal of red lead from cable wires shall be performed using hand tools such as a soft wire brush (i.e. brass or bronze; steel prohibited). No power tools or mechanical methods shall be used to remove red lead paste from the exposed wires. Any damage to the main cable wires shall be repaired as directed by the Engineer. The cable unwrapping and wedging procedure is described on the Contract Drawings. Contractor shall provide access to the main cable to perform the removal of the wire wrapping and installation of the sleeve. Contractor shall provide all necessary MPT, refer to Section 937.
- b. Assemble all components to the exhaust sleeve and flow sensor.

3. WRAPPING CABLE PANEL WITH PLASTIC WRAP

- a. Prior to performing the blow test, the contractor shall wrap the first three adjacent panels on each side of the injection sleeves with plastic wrap (6 panels total per injection sleeve). Plastic Wrap shall be applied in two plies of the wrapping material around the cable circumference and secured with duct tape.

- b. After the blow test has commenced, should the leaking in the cable still be significant enough to prevent a successful blow test, the Contractor shall apply plastic wrap to additional cable panels as directed by the Engineer.
 - c. Once the blow test has been completed, the Contractor shall remove the plastic wrap from any cable panel where it had been installed to facilitate the blow test.
 - d. The contractor shall provide all necessary MPT and access to the main cable to install and remove the plastic wrap, refer to Section 937.
4. SEALING CABLE BANDS
- a. Prior to performing the blow test, the contractor shall caulk the bottom groove of the first three adjacent cable bands on each side of the injection sleeves (6 cable bands total per injection sleeve).
 - b. After the blow test has commenced, should the leaking in the cable still be significant enough to prevent a successful blow test, the Contractor shall caulk additional cable bands as directed by the Engineer.
 - c. Once the blow test has been completed, the Contractor shall remove the caulk from the bottom groove of the cable bands where it had been installed to facilitate the blow test.
 - d. The contractor shall provide all necessary MPT and access to the main cable to install and remove cable band caulking, refer to Section 937.
5. PERFORM BLOW TEST
- a. Blow Test shall be performed as indicated in the procedure shown on the Contract Drawings. Contractor shall provide all equipment and labor necessary to access the main cable during the blow test. Contractor shall provide all necessary MPT, refer to Section 937.
 - b. If necessary and as directed by the engineer, the contractor shall repair any minor defects in cable band caulking which can be repaired from the top of the main cable and do not require special access.
 - c. Contractor shall assume Blow Test will take 2 days per location.

METHOD OF MEASUREMENT: will be measured as follows:

1. Item Code 800.9901 “Installation of the Injection Sleeves, Blowers, and Hoses”
 - a. The installation of the injection sleeves, blower and hoses shall be measured as Each location.
2. Item Code 800.9902 “Installation of the Exhaust Sleeves”
 - a. The installation of the exhaust sleeves shall be measured as Each location.
3. Item Code 800.9903 “Wrapping Cable Panel with Plastic Wrap”
 - a. The wrapping of the cable panels with plastic wrap shall be measured as Each cable panel.
4. Item Code 800.9904 “Sealing Cable Bands”

- a. The sealing of cable bands shall be measured as Each cable band.
5. Item Code 800.9905 “Blow Test – Crew Day”
- a. The Blow Test – Crew Day shall be measured per Day.

BASIS OF PAYMENT: The accepted quantity for **ITEM CODES 800.9901, 800.9902, 800.9903, 800.9904, and 800.9905** as described within this specification, will be paid for as follows:

1. The payment for Item Code 800.9901 “Installation of the Injection Sleeves, Blowers, and Hoses”, shall include access to the main cable, furnishing and installing the Blower Assembly (the blower, the weather proof cabinet, flexible air hoses, generator, pressure gauge, and hose straps), flow sensor, temporarily relocating messenger cable and necklace lighting cable, removal of wrapping wire, fabrication and installation of the stainless-steel injection sleeves, zinc wedges, neoprene pads, anti-slip tape, caulking at the injection sleeves, all labor, transportation and equipment to install the injection sleeves and Blower Assembly. The work shall also include capping off the injection ports on the injection sleeves when hoses are removed, and blow test is completed at that location and re-installing messenger cable and necklace lighting cable to original position. All equipment, labor and materials shall be included for payment under this item.

The Blower Assembly shall be relocated to serve each of the injection sleeve locations as indicated on the Contract Drawings. The flexible air hoses and straps shall be replaced as required for each location. The Injection sleeves shall remain in place.

2. The payment for Item Code 800.9902 “Installation of the Exhaust Sleeves”, shall include access to the main cable, temporarily relocating messenger cable and necklace lighting cable, removal of wrapping wire, fabrication and installation of the stainless-steel exhaust sleeves, zinc wedges, neoprene pads, anti-slip tape, caulking at the exhaust sleeves, furnishing, and installing flow sensors, all labor, transportation, and equipment to install the exhaust sleeves. The work shall also include capping off the exhaust ports on the exhaust sleeves when the blow test is completed at that location and re-installing messenger cable and necklace lighting cable to original position. All equipment, labor and materials shall be included for payment under this item. The exhaust sleeves shall remain in place.
3. The payment for Item Code 800.9903 “Wrapping Cable Panel with Plastic Wrap”, shall include access to the main cable, furnishing and installing the plastic wrap as well as removing the plastic wrap when testing is complete. The work shall also include all labor, transportation, materials, and equipment necessary to access the main cable to install and remove the plastic wrap. Contractor shall assume six panels per injection sleeve.
4. The payment for Item Code 800.9904 “Sealing Cable Bands”, shall include access to the main cable, furnishing and installing the backer rods and sealant as well as removing the backer rods and sealant from the underside of the cable band when testing is complete. The work shall also include all labor, transportation, materials, and equipment necessary to access the main cable to install and remove sealant. Contractor shall assume six cable bands per injection sleeve.
5. The payment for Item Code 800.9905 “Blow Test – Crew Day”, shall include furnishing all labor, materials, and equipment to assist the Engineer during the performance of the blow tests.

This shall include access to the Main Cable, operation of the blower assembly, operation of the flow sensors (including providing a device to remotely monitor and record the flow data via Bluetooth), repairs to any minor defects in cable band caulking which can be repaired from the top of the main cable and do not require special access and cutting/puncturing existing caulking as directed by the Engineer. This work shall also include repairing caulking which has been cut or punctured during the testing. Contractor shall assume a total of 65 days total.

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
800.9901	Installation of Injection Sleeves, Blower and Hoses	EA
800.9902	Installation of Exhaust Sleeves	EA
800.9903	Wrapping Cable Panel with Plastic Wrap	EA
800.9904	Sealing Cable Bands	EA
800.9905	Blow Test – Crew Day	DAY

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. 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