

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

BRISTOL AND PORTSMOUTH, RHODE ISLAND

RITBA CONTRACT NO. 24-03R (Rebid)

**MOUNT HOPE BRIDGE
RUBBERIZED ASPHALT CHIP SEALING**

APRIL 04, 2025

**WSP USA
NEW YORK, NEW YORK**

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
BRISTOL AND PORTSMOUTH, RHODE ISLAND**

CONTRACT NO. 24-03R (Rebid)

**MOUNT HOPE BRIDGE
RUBBERIZED ASPHALT CHIP SEALING**

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CONTRACT NO. 24-03R (Rebid)

**MOUNT HOPE BRIDGE
CHIP SEAL RESURFACING**

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**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
BRISTOL AND PORTSMOUTH, RHODE ISLAND**

INVITATION FOR BID

RITBA CONTRACT 24-03R (Rebid)

**MOUNT HOPE BRIDGE
RUBBERIZED ASPHALT CHIP SEALING**

APRIL 2025

Proposals addressed to the Rhode Island Turnpike and Bridge Authority (Authority) for Contract No. 24-03R (Rebid) Mount Hope Bridge Rubberized Asphalt Chip Sealing will be received by the Authority at One East Shore Road, Jamestown, Rhode Island 02835, until **10:00 A.M. prevailing time, on April 30, 2025**. 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 consists of work to be performed on the Mount Hope Bridge. In general, the work to be performed includes micro-milling the existing deck, performing bridge deck concrete overlay repair work, and installing new rubberized asphalt chip seal and pavement markings -- on the northbound and southbound lanes of the bridge deck, from abutment to abutment, as outlined in the Contract Drawings and the Contract Specifications.

The work to be performed includes the following, and shall be performed in accordance with the sequencing and timeframes indicated on the contract plans:

1. Surveying and recording the details (type, dimensions, and layout) of the existing pavement markings on the bridge, within the work limits, prior to performing any deck work, for review and approval of the Engineer. This information will be used to determine the temporary and final pavement markings on the bridge.
2. Micro-milling the existing bridge deck's rubberized asphalt chip sealing areas and concrete patch repair areas.
3. Immediately following the completion of micro-milling operations, performing bridge deck concrete overlay repair work.
4. As soon as weather permits, installing a new rubberized asphalt chip sealing surface.
5. Within 48 hours of completion of chip seal installation operations across both northbound and southbound lanes of the bridge, conducting post-pavement sweeping of the new chip seal deck surface, and installing temporary pavement markings.
6. After 30 days, conducting post-pavement sweeping of the northbound/southbound new chip seal deck surfaces, and installing final deck pavement markings.

Proposal, Contract Drawings, Supplementary Specifications and other Contract Documents for the work are available in electronic format through the Authority and are not transferrable. Documents may be requested by e-mailing procurement@ritba.org.

The August 2024 Edition of the Rhode Island Standard Specifications for Road and Bridge Construction is cited within the Contract Documents and is available through the Rhode Island

Department of Transportation website.

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

Prospective bidders are notified that the Rhode Island Turnpike and Bridge Authority will hold a non-mandatory **Pre-Bid Conference, via Teams format, at 10:00 AM on April 8, 2025**. All prospective bidders are encouraged to have a representative in attendance via Teams, and to please email the email addresses of Teams attendees to procurement@ritba.org. Prospective bidders or their representatives may not contact any employee of the Authority or WSP regarding this Contract from the date of advertisement through the bid date. ALL questions or clarifications concerning the Contract documents shall be submitted by e-mail to procurement@ritba.org no later than **4:00 PM on April 14, 2025**.

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 the Proposal may be a cause for rejection of the bid.

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

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

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

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

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

The Authority reserves the right to reject any or all bids or to waive any informality in bids received. The Authority will consider only those bids received from parties who have obtained Contract Documents directly from the Authority.

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

The Authority intends to adhere to the following bidding schedule activities:

1. Advertisement Date: April 2, 2025
2. Non-Mandatory Pre-Bid Conference, via Teams format, at 10:00 AM on April 8, 2025. All prospective bidders are encouraged to have a representative in attendance via Teams, and to please email the email addresses of Teams attendees to procurement@ritba.org to receive a meeting link.
3. Deadline for written questions by Contractors – 4:00 PM on April 8, 2025
4. Responses to Contractors Questions and any Addendum Distribution – no later than 4:00 PM on April 17, 2025 close of business.
5. Sealed bids will be received by the Authority at the Office of the Authority, Administration Building, Newport Bridge, Route 138, Jamestown, Rhode Island until 10:00 A.M. prevailing time, on April 30, 2025, at which time said bids will be publicly opened and read aloud.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

LIST OF DRAWINGS

<u>SHEET NO.</u>	<u>TITLE</u>
1	COVER SHEET
2	GENERAL NOTES AND ABBREVIATIONS
3	MOUNT HOPE BRIDGE GENERAL PLAN
4	MOUNT HOPE BRIDGE STAGING PLAN
5	MOUNT HOPE BRIDGE TYPICAL DETAILS
6	MOUNT HOPE BRIDGE MAINTENANCE AND PROTECTION OF TRAFFIC 1 OF 2
7	MOUNT HOPE BRIDGE MAINTENANCE AND PROTECTION OF TRAFFIC 2 OF 2

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

PROPOSAL

CONTRACT 24-03R (Rebid)

MOUNT HOPE BRIDGE
RUBBERIZED ASPHALT CHIP SEALING

APRIL 2, 2025

The undersigned Bidder has carefully examined the site of the work described herein; has become familiar with local conditions and the character and extent of the work; has carefully examined the Drawings, the Specifications, which consist of the Rhode Island Standard Specifications for Road and Bridge Construction, August 2024 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 (7.5% MBE and 7.5% WBE).

Item Description and Written Bid Prices	Estimated Quantity	Unit	Unit Price/Unit (Figures)	Total
1. Performance Bond _____ Dollars and _____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____
2. Payment Bond _____ Dollars and _____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____
3. Mobilization _____ Dollars and _____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____

SUB-TOTAL _____

Optional Work Pay Item Description and Written Bid Prices	Estimated Quantity	Unit	Unit Price/Unit (Figures)	Total
4. Rubberized Asphalt Chip Sealing	14,574	SY	\$ _____ Square Yard	\$ _____
5. Bridge Deck Concrete Overlay Repairs	33,000	SF	\$ _____ Square Feet	\$ _____
6. Bridge Deck Concrete Overlay Repairs – ALLOWANCE	1	AL	\$400,000.00 Allowance	\$ _____
7. Micro-Milling Existing Rubberized Asphalt Chip Seal and Concrete Patches	14,574	SY	\$ _____ Square Yard	\$ _____
8. Pavement Markings	1	LS	\$ _____ Lump Sum	\$ _____
9. Temporary Pavement Markings	1	LS	\$ _____ Lump Sum	\$ _____

OPTIONAL WORK SUB-TOTAL _____

SUB-TOTAL FROM PREVIOUS SHEET _____

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 _____} composed of Officers, {partnership} partners, or {individual} owner

_____ Title

_____ Title

_____ Title

_____ Title

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

CONTRACT NO. 24-03R (Rebid)

**MOUNT HOPE BRIDGE
RUBBERIZED ASPHALT CHIP SEALING**

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 involving work similar to that required under this Contract, which your organization has completed in the last ten years.

Location of Work _____

Year _____

Contract Price _____

Kind of Construction _____

Name of Owner _____

Address _____

(Use blank sheet if additional space is needed)

Location of Work _____

Year _____

Contract Price _____

Kind of Construction _____

Name of Owner _____

Address _____

(Use blank sheet if additional space is needed)

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

8B. Home Address _____

8C. Total years experience in the field of general contracting including chip seal application.

8D. Total years experience as Project Manager in general contracting including chip seal application.

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 chip seal application.

9D. Total years experience as Construction Superintendent in general contracting including chip seal application.

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 chip seal application.

10D. Total years experience as Quality Assurance Officer in general contracting including chip seal application.

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 chip seal application.

11D. Total years experience as Safety Officer in general contracting including chip seal application.

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 chip seal application.

12D. Total years experience as Scheduler in general contracting including chip seal application.

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

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

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

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

Completion Date	Location	Description of Project

(Use blank sheet if additional space is needed)

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

(Insert separate sheet)

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

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

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

Bidder: _____

By: _____
(Title)

Address: _____

Date _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

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

WHEREAS, the Principal has submitted a bid for RITBA Contract 24-03R (Rebid) Mount
Hope Bridge Rubberized Asphalt Chip Sealing.

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 Towns of Bristol and Portsmouth in the State of Rhode Island, this _____ day of _____, 20____, between the Rhode Island Turnpike and Bridge Authority, hereinafter called the Authority, and _____, hereinafter called the Contractor.

WITNESSETH:

That for and in consideration of payments hereinafter mentioned to be made by the Authority, the Contractor agrees to furnish all equipment, machinery, tools, and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement, to assume sole responsibility for the quality of materials and workmanship, and to do and perform all work in the performance of Contract No. 24-03R (Rebid) Mount Hope Bridge Rubberized Asphalt Chip Sealing, 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__.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

In the Presence of:

by: _____

(Title)

by: _____

(Title)

by: _____

(Title)

Rhode Island Turnpike and Bridge Authority
CONFIDENTIALITY AGREEMENT
CONTRACT 24-03R (Rebid)

1. This Confidentiality Agreement shall govern the disclosure to and use by _____ (**Contractor**) for bidding purposes of **any and all** Protected Materials provided by the Rhode Island Turnpike and Bridge Authority (Authority) or their agents, for **Contract 24-03R (Rebid)**, including the **Contract Drawings and Specifications including any and all Contract Addenda**.
2. For purposes of this Agreement the **Authority** may designate as protected any documents, in addition to the Contract Documents, including specifications, materials, disks, CD-ROMs and archived documents, which the **Authority** deems to be confidential or sensitive in nature and not generally available to the public.
3. These Protected Materials provided by the **Authority** to the **Contractor** in connection with **Contract 24-03R (Rebid)** shall be disclosed only to those entities designated by the **Contractor** as explicitly authorized to view these Protected Materials on behalf of the **Contractor**.
4. The **Contractor** agrees to the following:
 - a) That **any and all Authority Protected Materials and archived documents** pertaining to the Project Work, and made available to the **Contractor** and its employees, consultants, sub consultants, contractors, subcontractors and agents, and their respective employees, shall be kept at all times safe, secure, and confidential.
 - b) The **Contractor** warrants that all such **Authority** archived documents pertaining to Project Work, shall be relinquished to the **Authority** at the completion of the project bidding process or will be guaranteed and certified by the **Contractor** as destroyed. The **Contractor** further warrants that its employees, consultants, sub consultants, contractors, subcontractors and agents, and their respective employees, shall not retain any Authority protected materials or copies of such materials after the completion of the bidding process.

THIS AGREEMENT HAS BEEN DULY EXECUTED THIS ____ day of _____, **20**__.

Print Name and **Authorized** Title

Representing

Signature

NON-COLLUSION AFFIDAVIT AND VERIFICATION

CONTRACT NO. 24-03R (Rebid)

**MOUNT HOPE BRIDGE
RUBBERIZED ASPHALT CHIP SEALING**

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

CONTRACT NO. 24-03R (Rebid)

**MOUNT HOPE BRIDGE
RUBBERIZED ASPHALT CHIP SEALING**

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 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_____

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
INSPECTION AFFIDAVIT

CONTRACT NO. 24-03R (Rebid)

MOUNT HOPE BRIDGE
RUBBERIZED ASPHALT CHIP SEALING

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 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 _____, 2025, enter into a written Contract with the Authority, being Contract No. 24-03R (Rebid) Mount Hope Bridge Rubberized Asphalt Chip Sealing for approximately the sum of _____ Dollars (\$ _____)

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

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

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

WITNESSES:

By: _____
(Title)

Surety

By _____
Attorney-in-Fact

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

PAYMENT BOND

KNOW ALL BY THESE PRESENTS: that we the undersigned _____

_____ as PRINCIPAL, and _____
with underwriting office at _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the above named Principal did on the _____ day of _____, 20____, enter into a written Contract with the Authority, being Contract No. 24-03R (Rebid) Mount Hope Bridge Rubberized Asphalt Chip Sealing for approximately the sum of _____ Dollars (\$ _____)

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

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

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

WITNESS OR ATTEST:

Secretary
(also print or type name and title)

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

WITNESS OR ATTEST:

(also print or type name and title)

Surety

By

Attorney-in-Fact

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

END OF PAYMENT BOND

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

CONTRACT NO. 24-03R (Rebid)

**MOUNT HOPE BRIDGE
RUBBERIZED ASPHALT CHIP SEALING**

PROJECT SPECIFICATIONS

THE AUGUST 2024 EDITION OF THE STATE OF RHODE ISLAND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, HEREINAFTER REFERRED TO AS THE "STANDARD SPECIFICATIONS", AS MODIFIED OR SUPPLEMENTED BY THE SPECIAL PROVISIONS SHALL GOVERN THE CONSTRUCTION OF THIS PROJECT. THE STANDARD SPECIFICATIONS ARE HEREBY MADE A PART OF THIS CONTRACT AS FULLY AND TO THE SAME EFFECT AS IF SET FORTH AT LENGTH HEREIN. IN CASE OF CONFLICT BETWEEN THE SPECIAL PROVISIONS AND THE STANDARD SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL TAKE PRECEDENCE AND SHALL GOVERN.

SPECIAL PROVISIONS

DIVISION I

PART 100 - GENERAL REQUIREMENTS AND COVENANTS

SECTION 101 – DEFINITIONS AND TERMS

101.01 ABBREVIATIONS

Supplement this Section as follows:

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

101.03 AWARD

Delete in its entirety and replace with the following:

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

101.11 CONTRACT

Delete the text and substitute the following:

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

- a. Contract Agreement: The written statement, executed by the Authority and Contractor; and approved by the Director of Engineering of the Rhode Island Turnpike and Bridge Authority, setting forth obligations of the parties for the performance of the work.

- b. Contract Documents: All the documents and forms for this Contract contained herein, consisting of the Notice to Contractors, Proposal, Statement of Qualifications, Confidentiality Agreement, Minority/Disadvantaged/Women-Owned Business Enterprise Affidavit and Verification, 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.”

101.20 DEPARTMENT

Delete the text and substitute the following:

The Rhode Island Turnpike and Bridge Authority

101.22 DIVISION OF PURCHASES

Delete the text and substitute the following:

Rhode Island Turnpike and Bridge Authority

101.23 ENGINEER

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

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

101.41 ENGINEER

Delete and replace with the following:

The Director of Engineering of the Rhode Island Turnpike and Bridge Authority, acting through his or her duly authorized representatives. The Engineer, and his or her designees have responsible charge for the Project.

101.42 NOTICE OF TENTATIVE AWARD

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

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

101.51 PURCHASE ORDER

Delete in its entirety without replacement.

101.64 SPECIFICATIONS

(e) Federal Wage Rates

Delete the text and substitute the following:

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

101.68 STATE

Delete the text and substitute the following:

The Rhode Island Turnpike and Bridge Authority

101.71 SUBSTANTIAL COMPLETION

Delete the text and substitute with the following:

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

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

101.80 WINTER SHUTDOWN

No Winter Shutdown is anticipated for this project. However, limitations on work may be addressed under specific work items in Division II of these Specifications. It is the Contractor's responsibility to address cold weather effects on work without additional cost to the RITBA.

101.84 AUTHORITY (Add this new Subsection)

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

101.85 CONSTRUCTION ORDER (Add this new Subsection)

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

END OF SECTION 101

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.01 PREQUALIFICATION OF BIDDERS

Delete the title and text and substitute the following:

102.01 QUALIFICATION OF BIDDERS

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

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

102.02 CONTENTS OF PROPOSAL FORMS

Delete title and text and substitute the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Existing Design Plans for the Mount Hope Bridge are on file in the Office of the Authority. The above-described plans may be examined by prospective bidders at the Office of the Authority but may not be removed. To examine plans contact Eric Seabury at the RITBA to schedule an appointment. Reference drawings have been included with the Contract Drawings of existing bridge elements associated with the work on this contract.

Prints or electronic files of necessary plans will be furnished to the successful bidder as may be required. The Authority assumes no responsibility for the completeness of these plans or for the accuracy of dimensions that may be shown on these plans. The Contractor shall verify dimensions of the existing construction as they may affect the work of this Contract. It should be noted that revisions and changes have been made to the bridge and any other elements included in this contract since the preparation of original construction drawings. It is the Contractor's responsibility to confirm current conditions versus those shown on any reference drawings made available to the Contractor

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

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

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

102.06 PROPOSAL GUARANTY

Delete the First paragraph and substitute the following:

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

Add the following at the end of the Second paragraph:

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

102.07 IRREGULAR PROPOSALS

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

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

102.08 DELIVERY OF PROPOSALS

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

Sealed bids will be received by the Rhode Island Turnpike and Bridge Authority at the Office of the Authority, Administration Building, Newport Bridge, Route 138, Jamestown, Rhode Island until 10:00 A.M. prevailing time, on **April 30, 2025**, at which time said bids will be publicly opened and read aloud.

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 RUBBERIZED ASPHALT CHIP SEALING – CONTRACT 24-03R (Rebid)". Two (2) copies of bid forms properly signed are required to be submitted. Official bid forms are enclosed and **MUST BE USED** when submitting the proposal. Enclosed in the sealed envelope with the Proposal shall be submitted the following:

- (a) The proposal Guaranty, as described in Section 102.06;
- (b) The proposal bid sheets
- (c) The Statement of Qualifications on the attached forms;

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

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

102.09 WITHDRAWAL OR REVISION OF PROPOSALS

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

Such revisions will be made by addendum e-mailed to the address provided by the Contractor, duly numbered and dated, and/or Notices. Bidders are required to provide notice of receipt by return e-mail. Revisions must also be acknowledged on the Proposal Forms. Failure to acknowledge receipt of addendum on Proposal may be just cause for rejecting the bid.

102.14 NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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

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

The percentage goal for this Contract is 15% (7.5% MBE + 7.5% WBE) of the overall bid price.

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

The Rhode Island Turnpike and Bridge Authority will hold a non-mandatory pre-bid conference concerning this contract, titled, Contract 24-03R (Rebid) Mount Hope Bridge Rubberized Asphalt Chip Sealing. The conference will be held via Teams format at 10:00 AM on **April 8, 2025**. All bidders are encouraged to have a representative in attendance via Teams – please email the email addresses of Teams attendees to procurement@ritba.org to receive a meeting link.

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 AND APPROVAL OF THE CONTRACT

Delete this subsection in its entirety and substitute the following:

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

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

103.07 FAILURE TO EXECUTE CONTRACT

a. Failure of RITBA to Execute Contract

Modify the first sentence as follows:

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

b. Failure of the Bidder to Execute Contract

Modify the first sentence (line 3) as follows:

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

END OF SECTION 103

SECTION 104 – SCOPE OF WORK

104.01 INTENT OF CONTRACT

Add the following to this subsection:

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

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

Scope and Sequencing of the Work to be Performed

This Contract consists of work to be performed on the Mount Hope Bridge. In general, the work to be performed includes micro-milling the existing deck, performing bridge deck concrete overlay repair work, and installing new rubberized asphalt chip seal and pavement markings -- on the northbound and southbound lanes of the bridge deck, from abutment to abutment, as outlined in the Contract Drawings and the Contract Specifications.

The work to be performed includes the following, and shall be performed in accordance with the sequencing and timeframes indicated on the contract plans:

1. Surveying and recording the details (type, dimensions, and layout) of the existing pavement markings on the bridge, within the work limits, prior to performing any deck work, for review and approval of the Engineer. This information will be used to determine the temporary and final pavement markings on the bridge.
2. Micro-milling the existing bridge deck's rubberized asphalt chip sealing areas and concrete patch repair areas.
3. Immediately following the completion of micro-milling operations, performing bridge deck concrete overlay repair work.
4. As soon weather permits, installing a new rubberized asphalt chip sealing surface.
5. Within 48 hours of completion of chip seal installation operations across both northbound and southbound lanes of the bridge, conducting post-pavement sweeping of the new chip seal deck surface, and installing temporary pavement markings.
6. After 30 days, conducting post-pavement sweeping of the northbound/southbound new chip seal deck surfaces, and installing final deck pavement markings.

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.

104.07 SIGNIFICANT CHANGES IN THE CHARACTER OF THE WORK

- a. Circumstances for Significant Change

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

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

104.08 MAINTENANCE OF TRAFFIC:

Add the following:

The work shall be performed under single lane closures as outlined below and in the Contract Drawings:

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.

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

- Single lane closure operations including setup shall occur during the timeframes indicated in the Contract Drawings.
- Two-lane restoration operations shall occur during the timeframes indicated in the Contract Drawings.
- Removal of cones, signs, truck mounted attenuators, etc. from the bridge shall occur during the timeframes indicated in the Contract Drawings.

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

Lane closures shall be scheduled by the Contractor with the Engineer on a weekly basis. The weekly schedules including the location, length and number of closures are subject to approval by the Engineer and the Authority and are strictly restricted to between the hours noted above. No set-up work on the roadway will be allowed before the start times noted above and all pick up work on the roadway must be complete by the end times noted above. The Contractor will not be permitted to leave lane closures up overnight beyond the allowable timeframes indicated in the Contract Drawings 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 outside of the allowable lane closure timeframes indicated on the Contract Drawings.

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 RI Standard Specifications, MUTCD standards, and all State and Local laws and regulations.

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

1. Truck Mounted Attenuator with arrowboard
2. At least two Flagpersons for lane closures

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

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

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

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

Any daily lane closure that effects traffic in spans 1 through 7 must include a police detail to monitor traffic at the south intersection.

In addition to submitting weekly schedules for approval by the Engineer and Authority, the Contractor shall coordinate daily lane closures on a daily basis with the Resident Engineer. The Contractor is alerted that other repair contracts and/or maintenance work by the RITBA may be under construction concurrently with this Contract. Lane closures requested for this Contract 24-03R (Rebid) work must be coordinated with the lane closures for all other work. The Contractor shall submit a construction schedule to the Engineer in order to allow coordination with any other work that will be performed under lane closures. For any lane closures not previously scheduled and coordinated by the Contractor for Contract 24-03R (Rebid) work, or for any revision to the scheduled lane closures, other previously scheduled contract or maintenance work will take priority over this Contract as determined by the Engineer.

Holiday and Special Event Lane Closure Embargos:

The following holidays shall be reflected in the baseline schedule:

- **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.

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

Mount Hope Bridge Daily Lane Closures Special Requirements

The Contractor is advised that Roger Williams University in Bristol, RI will be on summer recess from approximately Mid - May to approximately Mid - August.

Furthermore, the Authority reserves the right to designate up to four (4) days of each construction season as non-working days to allow students to move onto campus and for commencement proceedings unimpeded by lane closures associated with the ongoing construction work. The Authority shall provide two (2) weeks' notice of specific dates for each construction season. These four (4) days shall be clearly accounted for in the Construction Schedule and no claims for delays will be considered as a result of these non-working days.

Absolutely no lane closures will be allowed during the following Roger Williams Events:

- Law School Commencement
- Undergraduate Commencement
- Friday, through to Monday for Residence Halls Opening in August

Mount Hope Bridge Method of Measurement and Basis of Payment for Maintenance and Protection of Traffic

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

104.13 CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERWAY

Add the following paragraph:

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

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

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

1. Immediately give a signed written notice of protest to the Engineer or the Engineer's field inspectors before doing the work.
2. Supplement the written protest within fifteen (15) calendar days with a written statement providing the following:
 - a. The date of the protested order,
 - b. The nature and circumstances which caused the protest,
 - c. The contract provisions that support the protest,
 - d. The estimated dollar cost, if any, of the protested work and how that estimate was determined, and
 - e. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
3. If the protest is continuing, the information required above shall be supplemented as requested by the Engineer. In addition, the Contractor shall provide the Engineer, before final payment, a written statement of the actual adjustment requested.

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

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

In spite of any protest, the Contractor shall proceed promptly with the work as the Engineer orders.

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

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

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

END OF SECTION 104

SECTION 105 – CONTROL OF WORK

105.01 AUTHORITY OF THE ENGINEER

Add the following

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

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

105.02 PLANS AND SHOP DRAWINGS

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

Shop drawings for structures shall be furnished by the Contractor in an expedited manner to meet the schedule requirements for the installation of the temporary shoring and removal and replacement of bearings.

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

Within three (3) calendar days of submission to the Engineer, all shop drawings shall be reviewed by the Engineer and returned to the Contractor for appropriate action.

105.03 CONFORMITY WITH PLANS AND SPECIFICATIONS

Add the following to this subsection:

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

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

105.05 COOPERATION BY CONTRACTOR

Revise subparagraph a. Causes for Removal as follows:

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

Add the following to this subsection:

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

105.06 COOPERATION WITH UTILITIES

Delete the first paragraph and substitute the following:

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

Add the following to this subsection:

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

105.07 COOPERATION BETWEEN CONTRACTORS

Add the following to this subsection:

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

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

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

105.08 CONSTRUCTION STAKES, LINES AND GRADES

Add the following to this subsection:

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

105.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

Add the following to this subsection:

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

END OF SECTION 105

SECTION 106 – CONTROL OF MATERIAL

106.03 SAMPLES, TESTS, CITED SPECIFICATIONS

Add the following:

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

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 fourth line of the first paragraph as follows:

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

Modify the sixth line of the first paragraph as follows:

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

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

Add the following to this subsection:

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

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

107.08 PUBLIC CONVENIENCE AND SAFETY

Add the following to this subsection:

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

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

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

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

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

The Contractor's safety measures shall include the necessary means to catch and retain any falling debris, materials and/or equipment. Additionally, the Contractor's safety measures shall include the necessary means to protect adjacent traffic, property, pedestrians from flying debris during demolition work and damage from uncontrolled applications of repair materials, chemicals, and blast media. Any event of debris, material or equipment falling from the Contractor's work areas or flying debris not being contained within the work area will result in the Engineer issuing an immediate stop work order to the Contractor. This stop work order will remain in effect until the Authority, in their sole opinion, finds the Contractor to have corrected any unsafe conditions. Any costs associated with delays or otherwise associated with such a stop work order shall be borne solely by the Contractor without any cost to the Authority.

The Engineer has the authority to issue an immediate stop work order to the Contractor if, in the sole opinion of the Authority, any work area is deemed to be unsafe or any work is being performed in an unsafe manner, or if the Contractor's work or work site in any way is a hazard to workers or the public. Any costs associated with delays or otherwise associated with such a stop work order shall be borne solely by the Contractor without any cost to the Authority.

107.13 RESPONSIBILITY FOR DAMAGE CLAIMS

Delete the text and substitute the following:

(a) Indemnification

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

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

(b) Accidents

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

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

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

(c) Insurance

- (1) Contractor shall not perform any work under this Contract until they have provided insurance of such character and in such amounts as will provide adequate protection for all officers, agents, and employees of the Rhode Island Turnpike and Bridge Authority, and of the consulting firm of WSP USA, and others lawfully on the property of the Authority, and for Contractor against all claims, liabilities, damages, and accidents, that may arise both out of and during work under this Contract, whether such work be by Contractor itself, or by any subcontractor, or by anyone directly or indirectly employed by either of them, or under the supervision of either of them.

- (2) Contractor shall procure such insurance from companies authorized to do business in the State of Rhode Island; and such insurance shall only be issued by and originate with an agent lawfully licensed and registered in the State of Rhode Island. Except as provided otherwise herein, Contractor shall maintain such insurance in force and effect during the life of this Contract. Neither approval by the Authority nor a failure to disapprove insurance furnished by Contractor shall relieve Contractor of full responsibility for all claims, liabilities, damages, and accidents as set forth herein.
- (3) The minimum amounts and kinds of insurance coverage to be carried by Contractor shall be as follows:
- a. Worker's Compensation Insurance, with any necessary endorsement to include Longshoreman's and Harbor Workers' coverage and Admiralty coverage, shall be in accordance with the laws of the State of Rhode Island and applicable Federal statutes and shall be sufficient to secure the benefits of the Rhode Island Workmen's Compensation Law and the Federal Longshoreman's and Harbor Workers' Compensation Act and Admiralty Law for all employees of Contractor, and of all subcontractors unless the subcontractors carry their own workers' compensation insurance. The Federal Longshoreman's and Harbor Workers' coverage and Admiralty coverage shall include an endorsement to cover Employer's Liability in the limits of \$1,000,000.
 - b. Contractor's Commercial or Comprehensive General Liability Insurance, covering liability for loss resulting from injury to persons or damage to property arising out of or caused by the operations, acts, or omissions of Contractor or those of its agents or employees in prosecuting the work, with specific coverage, by endorsement or otherwise, as applicable for other special risks, contractual liability for any liability assumed by Contractor under the Contract, Contractor's Protective Liability covering operations, acts, or omissions of subcontractors in prosecuting the work, and Completed Operations coverage, with liability limits as follows:
 - 1) Bodily Injury: One person in any one occurrence - \$5,000,000.
 - 2) Property Damage: Each occurrence - \$2,000,000.
Aggregate - \$5,000,000.

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

- c. Automobile and Truck Insurance, covering vehicles owned and/or operated by Contractor, and vehicles operated for Contractor, including those of employees when so operated.
 - 1) Bodily Injury: One person in any one occurrence - \$5,000,000.
Two or more persons in any one occurrence - \$10,000,000.
 - 2) Property Damage: Each occurrence - \$2,000,000.

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

- d. Subcontractor's Insurance. If any part of the work is sublet, insurance shall be provided by or on behalf of the subcontractor(s) to cover that part of the work each has contracted to perform and shall be maintained during the life of each subcontract for Worker's Compensation with any necessary endorsements, Public Liability and Property Damage including coverage, as applicable, for marine risks, and other special risks, and Automobile and Truck Insurance. The minimum amounts of coverage for the above types of insurance shall be the same as are specified in Paragraphs (a), (b), and (c) above, except that if the Authority is of the opinion that said minimum amounts of coverage appear excessive because of the extent and nature of the work to be performed by the subcontractor, insurance coverage of lesser amounts may be approved by the Authority.
- e. Owner's Protective Liability and Property Damage Insurance. A separate, original policy designating the Authority, its members and their successors, its Consultant, WSP USA, and their and each of their officers, agents, and employees as the named insured, both officially and personally, and covering their contingent liability with respect to all operations performed by Contractor or by its subcontractors under the Contract.

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

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

Contractor shall furnish the Authority, at least three (3) certificates as evidence of insurance coverage and no modification, change in status, or cancellation of such insurance shall be made

without thirty (30) days prior written notice to the Authority by registered mail. All insurance policies and certificates shall carry a statement to the above effect.

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

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

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

The prospective Bidder shall note all the provisions of this Subsection 107.13 and shall ascertain the cost to them of all the required insurance policies before submitting their bid. The cost of insurance shall be included in the Total Contract Bid Price in the Proposal.

107.14 THIRD PARTY BENEFICIARY CLAUSE

Add the following to this subsection:

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

107.16 NO WAIVER OF LEGAL RIGHTS

Add the following to this subsection:

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

107.20 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:

Contractor shall complete all work by **September 30, 2025**.

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

The Contractor is advised that there is a protected species of Falcon that nests at various areas of the Mount Hope Bridge. The Contractor is not to disturb any new or existing nesting site(s) at

Mount Hope Bridge during this Contract. This is not anticipated to have an effect on this contract due to all work being performed on the roadway deck.

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

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

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

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

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

108.10 TERMINATION OF CONTRACT

Add the following to this Subsection:

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

END OF SECTION 108

SECTION 109 – MEASUREMENT AND PAYMENT

109.06 PARTIAL PAYMENTS

a. Amount

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

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

b. Conditions

Add the following to this subparagraph:

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

The Contractor assumes full responsibility for the safe storage and protection of the materials and nothing in this Subsection alters the provisions of Subsections 107.11 and 107.13. If material paid for under this Subsection are damaged, stolen, or prove to be unacceptable, the payment made therefore shall be recovered by the Authority by way of deduction from subsequent estimates and payments.

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

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

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

c. Maximum Payment

Delete the last paragraph without replacement.

109.07 PARTIAL PAYMENT OF LUMP SUM ITEMS

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

Each monthly period the Engineer and the Contractor...

Add the following:

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

109.08 PAYMENT OF WITHHELD FUNDS

Delete this subsection in its entirety without replacement.

END OF SECTION 109

SECTION 110 – PROJECT PERMITTING AND APPROVALS (New Section)

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

END OF SECTION 110

DIVISION II

CONSTRUCTION DETAILS

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

SECTION 412 – RUBBERIZED ASPHALT CHIP SEALING

Amend the following section of the RIDOT Standard Specifications as noted below:

412.01 – Description

Add the following:

The sequencing and allowable timeframes for the rubberized asphalt chip sealing work shall be in accordance with the contract plans.

Refer to subsection 104.01 – INTENT OF CONTRACT (“Scope and Sequencing of the Work to be Performed”).

412.03.4 - Construction Procedures

Delete subsection “g. Post Placement Sweepings” in its entirety and replace with the following:

g. Post-Placement Sweepings and Pavement Markings Installation. Conduct post-placement sweepings and pavement markings installation at the following sequence and times:

- Following the completion of deck micro-milling operations and deck concrete overlay repair work under Sections 935.9901 and 818, respectively, perform rubberized asphalt chip sealing work in accordance with the sequencing and allowable timeframes in the contract plans.
- Within 48 hours of completion of chip seal installation operations across both northbound and southbound lanes, conduct post-pavement sweeping of the paved surface, in accordance with subsection 412.03.04 (d. Initial Sweeping), and install temporary pavement markings.
- After 30 days, conduct post-pavement sweeping of the northbound/southbound paved surface, and install final pavement markings.

For each sweeping, remove all loose cover aggregate from the pavement

surface, including the shoulders. Collect and properly dispose of the accumulations of sweepings off site.

END OF SECTION 412

SECTION 818.9901 - BRIDGE DECK CONCRETE OVERLAY REPAIRS

818.9901.01 - Description

This work includes removing loose/deteriorated concrete and rubberized asphalt chip seal from existing bridge deck surfaces and placing new polyester polymer concrete patching material. Refer to subsection 104.01 – INTENT OF CONTRACT (“Scope and Sequencing of the Work to be Performed”).

PLEASE NOTE: A field technical representative of the firm performing the bridge deck repair work shall be on site during the deck repair operations, including the application of new polyester polymer concrete patching material.

Bridge deck concrete overlay repair work shall be performed following the construction activities related to the micro-milling of the existing deck’s rubberized asphalt chip seal and concrete patch areas, under Section 935.9901.

PLEASE NOTE: Refer to Section 935.9901 (micro-milling) for the relationship and coordination required between micro-milling activities and the follow-on bridge deck repairs under this section.

The sequencing and allowable timeframes for the bridge deck concrete overlay repair work shall be in accordance with the contract plans.

818.02 - Materials

Provide “KwikBond PPC” patching material, as manufactured by “KwikBond Polymers”.

818.03 - Construction Methods

Following existing deck micro-milling activities, locate and delineate loose/deteriorated deck concrete overlay and rubberized asphalt chip seal areas for the length and width of the bridge deck, for review and approval of the Engineer. Deck repair work cannot start until the Engineer approves the areas to be repaired and the Contractor’s means and methods.

Saw cutting around the perimeters of the deck repair areas is not required. Loose/deteriorated deck concrete overlay and chip seal shall be removed by hand. Removal is not expected to go beyond the concrete overlay of the existing concrete-filled steel grid without the approval of the Engineer. No hammers, chisels, jackhammers, or chipping hammers should be required. In the event that loose/deteriorated deck concrete within a delineated repair area is held in place by remaining chip seal, the Contractor shall remove the chip seal and loose/deteriorated deck concrete by means deemed necessary in the field

Utilize pressurized air to clean out the repair areas to ensure they are free of loose asphalt, debris, dirt, and excess moisture prior to placement of polyester polymer concrete patching material.

Place polyester polymer concrete patching material by hand in accordance with the manufacturer's instructions, leaving the repair area flush with the newly micro-milled deck surface when complete.

Removal of all debris to the satisfaction of the Engineer and proper disposal is considered incidental.

818.04 - Method of Measurement

Under this item's unit cost work for the bridge deck concrete overlay repairs, at locations directed by the RITBA, this work shall be measured for payment based on the number of square feet of bridge deck concrete overlay repaired, in accordance with the Contract Specifications and Special Provisions, including all labor, materials, and equipment required for the bridge deck concrete overlay repair work.

If this item's Allowance is reached prior to completion of this deck repair work, then subsequent deck repair work, at locations directed by the RITBA, shall be measured for payment based on submitted and approved Time and Materials documentation, in accordance with the Contract Specifications and Special Provisions, to include all labor, materials, and equipment required for the bridge deck concrete overlay repair work.

818.05 - Basis of Payment

Under this item's unit cost work for the bridge deck concrete overlay repairs, the Department will pay for the square foot unit cost work indicated below, under Pay Item #5, for the accepted quantities. The price constitutes full compensation for all labor, materials, equipment, disposal, and incidentals required to finish the work, complete and accepted.

If this item's Allowance is reached prior to completion of this deck repair work, then subsequent deck repair work, at locations directed by the RITBA, shall be paid for by Time and Materials, in accordance with the Contract Specifications and Special Provisions, to include all labor, materials, and equipment required for the bridge deck concrete overlay repair work.

Payment shall be made under:

<u>Pay Item</u>	<u>Payment Reference Description</u>	<u>Pay Unit</u>
5	Bridge Deck Concrete Overlay Repairs	SF
6	Bridge Deck Concrete Overlay Repairs – ALLOWANCE	AL

END OF SECTION 818

SECTION 914 – FLAGPERSONS

Amend the following sections of the RIDOT Standard Specifications as noted below:

914.01 DESCRIPTION

Add the following after the first paragraph:

The Contractor shall provide at least two flagpersons in all Mount Hope daily lane closures and these requirements shall be identified on the Maintenance of Traffic Plans submitted by the Contractor to the Engineer for approval. These items are required regardless of whether these items are called out on the Contract Drawings, recommended by the Contractor's Engineer, or required by any applicable standard or guideline.

A minimum of one additional flagperson shall be required when work in a daily lane closure includes workers or equipment, stationary or working, near the traffic side of the lane closure, and at all times during rubberized asphalt chip sealing operations.

Additional flagpersons shall be provided as needed to maintain safety during lane closure and staging movements/reconfigurations.

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

914.04 METHOD OF MEASUREMENT

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

This item will not be measured separately but will be included in payment of the other work items.

914.05 BASIS OF PAYMENT

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

No separate payment will be made for this item. Payment will be included in the unit costs and lump sum payments of the other items included in the Contract.

END OF SECTION 914

SECTION 922 – TEMPORARY CONSTRUCTION SIGNS

Amend the following subsections of the RIDOT Specifications as noted below:

922.04 METHOD OF MEASUREMENT

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

This item will not be measured separately but will be included in payment of the other work items.

922.05 BASIS OF PAYMENT

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

No separate payment will be made for this item. Payment will be included in the unit costs and lump sum payments of the other items included in the Contract.

END OF SECTION 922

SECTION 923 – PORTABLE CHANNELIZING DEVICES AND BARRICADES

Amend the following sections of the RIDOT Standard Specifications as noted below:

923.01.2 Types of Portable Channelizing Devices and Barricades

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

Only weighted, tall, Fluorescent Traffic Cones will be allowed to be used for daily lane closures.

923.04 METHOD OF MEASUREMENT

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

This item will not be measured separately, but will be included in payment of the other work items.

923.05 BASIS OF PAYMENT

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

No separate payment will be made for this item. Payment will be included in the unit costs and lump sum payments of the other items included in the Contract.

END OF SECTION 923

SECTION 924 – ADVANCE WARNING ARROW PANEL

Amend the following sections of the RIDOT Standard Specifications as noted below:

924.04 METHOD OF MEASUREMENT

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

This item will not be measured separately but will be included in payment of the other work items.

924.05 BASIS OF PAYMENT

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

No separate payment will be made for this item. Payment will be included in the unit costs and lump sum payments of the other items included in the Contract.

END OF SECTION 924

SECTION 928 – TRUCK MOUNTED ATTENUATOR (TMA) WITH TRUCK MOUNTED FLASHING ARROW BOARD (TMFAB)

Amend the following sections of the RIDOT Standard Specifications as noted below:

The Contractor shall provide a Traffic Mounted Attenuator in all lane closures and these requirements shall be identified on the Maintenance of Traffic Plans submitted by the Contractor to the Engineer for approval. These items are required regardless of whether these items are called out on the Contract Drawings, recommended by the Contractor's Engineer, or required by any applicable standard or guideline.

928.04 METHOD OF MEASUREMENT

Add the following to this subsection:

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

The Optional On-Call Pay Items for Extra TMA are for work performed as requested by the Engineer on the Optional On-Call Pay Items only. These Pay Items does not apply to work performed under Defined Pay Items.

The unit bid price of each TMA will be paid based on the actual number of TMA's provided, as approved by the Engineer. On-Call Pay Item NBE – Extra TMA for Indefinite Quantity Work and On-Call Pay Item JBE – Extra TMA for Indefinite Quantity Work include all of the provisions, requirements, and limitations within these Contract Documents.

928.05 BASIS OF PAYMENT

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

The cost of a truck mounted attenuator with truck mounted arrow board will not be paid for under any specific item, but the cost thereof including all labor, tools, material, equipment, and all other incidentals required to complete the work shall be deemed included in the Contract bid prices in the Proposal.

END OF SECTION 928

SECTION 929 – FIELD OFFICES AND MATERIALS LABORATORY

Delete this Section in its entirety.

END OF SECTION 929

SECTION 930 – PLANT FIELD LABORATORY

Delete this Section in its entirety.

END OF SECTION 930

SECTION 935.9901 - MICRO-MILLING EXISTING RUBBERIZED ASPHALT CHIP SEAL AND CONCRETE PATCHES

935.9901.01 - DESCRIPTION

This work includes the removal of ¼" to ½" of existing rubberized asphalt chip seal material and existing concrete patch material from the existing concrete bridge deck surface using micro-milling. See RIDOT Standard Specifications SECTION 401 for additional, applicable information.

PLEASE NOTE: The final deck micro-milled surfaces shall be suitable for the application of the new rubberized asphalt chip sealing surface (under Section 412), as determined by a field technical representative of the firm performing the chip sealing work.

Refer to subsection 104.01 – INTENT OF CONTRACT (“Scope and Sequencing of the Work to be Performed”).

935.9901.02 - MATERIALS

Not applicable.

935.9901.03 - CONSTRUCTION METHODS

The suggested sequence of construction for the overall chip seal installation process shall be in accordance with the contract plans and subsection 104.01 – INTENT OF CONTRACT (“Scope and Sequencing of the Work to be Performed”).

Micro-milling the existing deck’s rubberized asphalt chip seal and concrete patches is the first step in this process. The sequencing and allowable timeframes for the micro-milling work shall be in accordance with the contract plans.

PLEASE NOTE: Micro-milling limits must be limited to the amount of follow-on bridge deck concrete overlay repairs (under Section 818.9901) that can be accomplished, within the allowable timeframes indicated on the contract plans.

935.9901.03.1 - Equipment

Ensure that the micro-milling equipment for removing ¼" to ½" of the existing rubberized asphalt chip seal material and existing concrete patch material from the existing concrete bridge deck surface is designed specifically for grinding rubberized asphalt chip seal and concrete patch material to close tolerances, and is operated at a rate that will avoid tearing and gouging of the existing concrete bridge deck surface and existing chip seal to remain.

Ensure that the equipment can accurately establish profile grades and cross slopes and has a positive means for preventing any dust resulting from the operation from escaping into the air. Use an averaging ski not less than 25 ft in length on each side of the existing rubberized asphalt chip seal and concrete

patch removal equipment, on all limited-access highways and on other types of highways when indicated in the Contract Documents.

935.9901.03.2 - Control Strip

On the first day of milling, grind a control strip at least 500 ft long with uniformly textured surface and cross section. Ensure that the milled rubberized asphalt chip seal and concrete patch surfaces have a transverse pattern 0.3 in. or less between the centers of each strike area and that the macrotexture is 1/16 in. or less as measured using ASTM E965.

935.9901.03.3 - Rubberized Asphalt Chip Seal and Concrete Patch Grinding

Upon the approval of the control strip by the Engineer, grind all areas designated for micro-milling using the identical procedures, settings, and speed, and ensure that the work conforms to the requirements for the control strip.

When micro-milling impacts areas that include bridge joints that will remain in place, mill the rubberized asphalt chip seal and concrete patch surfaces leading up to and away from the joints with the micro-milling machine. Mill any small areas that remain with a trimmer designed to come close to structures. Do not use a skid steer with attachment for this operation. Construct temporary ramps using Class 4.75 or Class 9.5 HMA and rosin paper or equivalent for debonding.

Do not allow any rubberized asphalt chip seal and concrete patch cuttings to remain on the Project at the end of the workday.

935.9901.04 - METHOD OF MEASUREMENT

Removing existing rubberized asphalt chip seal and concrete patch materials by Micro-Milling will be measured by the number of square yards of rubberized asphalt chip seal and concrete patch material removed, to the depths previously specified.

935.9901.05 - BASIS OF PAYMENT

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

<u>Pay Item</u>	<u>Payment Reference Description</u>	<u>Pay Unit</u>
7	Micro-Milling Existing Rubberized Asphalt Chip Seal and Concrete Patches	SY

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

Additional passes for micro-milling are incidental to the item and will not be reimbursed.

END OF SECTION 935.9901

SECTION 936 – MOBILIZATION

Amend the following sections of the RIDOT Standard Specifications as noted below:

936.01 DESCRIPTION

Add the following to this Subsection:

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

RITBA will provide the area at the Mount Hope Bridge North Anchorage to the Contractor for use at the Contractor's discretion. The Contractor shall submit a plan for utilization and coordinate security with the RITBA for use of these areas. The Contractor shall return the areas used to previous conditions at the completion of work. It is the Contractor's responsibility to ensure for the provision of adequate space for all mobilization/laydown to support all work and the RITBA does not infer that the areas provided are sufficient to support the Contractor's needs.

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

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

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

936.04 METHOD OF MEASUREMENT

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

This work shall be measured for payment in the manner described below:

1. When 5% of the total original contract price is earned, excluding amounts paid for materials on hand and Mobilization, 40% of the lump sum bid price for this item will be certified for payment.
2. When 10% of the total original contract price is earned, excluding amounts paid for materials on hand and Mobilization, 60% of the lump sum bid price for this item, less previous payment for this item, will be certified for payment.

3. When 15% of the total original contract price is earned, excluding amounts paid for materials on hand and Mobilization, 75% of the lump sum bid price for this item, less any previous payment for this item, will be certified for payment.
4. When 20% of the total original contract price is earned, excluding amounts paid for materials on hand and Mobilization, 90% of the lump sum bid price for this item, less any previous payment for this item, will be certified for payment.
5. When 50% of the total original contract price is earned, excluding amounts paid for materials on hand and Mobilization, 100% of the lump sum bid price for this item, less any previous payment for this item, will be certified for payment.

936.05 BASIS OF PAYMENT

Add the following and delete conflicting provisions:

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

Payment shall be made under:

<u>Pay Item</u>	<u>Payment Reference Description</u>	<u>Pay Unit</u>
3	Mobilization	Lump Sum

END OF SECTION 936

SECTION 937 – FURNISH, INSTALL, MAINTAIN, AND MOVE TEMPORARY TRAFFIC PROTECTION

Amend the following sections of the RIDOT Standard Specifications as noted below:

937.04 METHOD OF MEASUREMENT

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

This item will not be measured separately but will be included in payment of the other work items.

937.05 BASIS OF PAYMENT

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

No separate payment will be made for this item. Payment will be included in the unit costs and lump sum payments of the other items included in the Contract.

END OF SECTION 937

SECTION 940 – ON-SITE ADMINISTRATION FACILITY

Delete this Section in its entirety.

END OF SECTION 940

SECTION 944 – DIESEL EMISSIONS REDUCTION PROGRAM

Delete this Section in its entirety.

END OF SECTION 944

SECTION T20 — PAVEMENT MARKINGS

Amend the following sections of the RIDOT Standard Specifications as noted below:

T20.01 DESCRIPTION

Add the following to this Subsection:

It is the Contractor's responsibility to survey and record the details (type, dimensions, and layout) of the existing pavement markings on the bridge, within the work limits, prior to performing any deck work, for review and approval of the Engineer. The layout and dimensions of the temporary and final pavement markings shall match the existing surveyed markings. The types of temporary and final pavement markings to be utilized shall be determined by the Contractor, for review and approval of the Engineer.

T20.04 METHOD OF MEASUREMENT

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

Being paid on a lump sum, no measurement is required.

T20.05 BASIS OF PAYMENT

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

This work will be paid for at the Contract lump sum price for Pavement Markings and Temporary Pavement Markings, which price shall include surveying the existing pavement markings, materials, equipment, tools, labor, transportation operations, and all work incidental thereto.

Payment shall be made under:

<u>Pay Item</u>	<u>Payment Reference Description</u>	<u>Pay Unit</u>
8	Pavement Markings	Lump Sum
9	Temporary Pavement Markings	Lump Sum

END OF SECTION T20

SECTION 999 BEST MANAGEMENT PRACTICE PROGRAM (NEW SECTION)

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

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

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

END OF SECTION 999