



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

**CONTRACT NO. 24-05
ROOF REPLACEMENT**

PROJECT SPECIFICATIONS

Prepared by:
AI Engineers
919 Middle Street
Middletown, CT 06467

100% – November 5, 2024

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

CONTRACT NO. 24-05

ROOF REPLACEMENT

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

CONTRACT NO. 24-05

ROOF REPLACEMENT – Page 2 of 2

<u>Description</u>	<u>Page</u>
Special Provisions	
Division I - General Requirements and Covenants	I-1 to I-27
Division II – Construction Details	
104.9901 - As Ordered by Engineer Roof Decking Allowance	II-1
Project Specifications	
DIVISION 1 -GENERAL REQUIREMENTS FOR CONSTRUCTION	
011000 - Summary	
013100 - Project Management and Coordination	
013300 - Submittal Procedures	
016000 - Product Requirements	
017700 - Closeout Requirements	
017823 - Operation and Maintenance Manuals	
017839 – Project Record Documents	

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

NOTICE TO CONTRACTORS

CONTRACT 24-05

ROOF REPLACEMENT

November 18, 2024

Background

Proposals addressed to the Rhode Island Turnpike and Bridge Authority (Authority) for Contract No. 24-05 Roof Replacement will be received by the Authority at One East Shore Road, Jamestown, Rhode Island 02835, until 10:00 AM December 16, 2024. Please note that the firms submitting a proposal (the "Bidder") is responsible for verifying that Federal Express or other mail delivery can be received by the time noted. Late submissions will not be accepted.

This Contract shall consist of work performed at One East Shore Road Jamestown, Rhode Island administration Building and Maintenance Garage. The work to be performed includes the following as outlined in the Contract Drawings and the Contract Specifications:

ROOFING SCOPE OF WORK NOTES:
(ADMINISTRATION BUILDING)

1. CONTRACTOR SHALL REMOVE EXIST. ROOF SHINGLES & COVERINGS DOWN TO THE EXIST. ROOF DECK, TYPICAL AT PITCHED ROOFS. REFER TO GENERAL ROOFING REMOVAL NOTES ON A-200 FOR ADDITIONAL INFO.
2. ADD / ALT: ROOF DECK REPLACEMENT CONTINGENCY - IN THE EVENT THE EXISTING ROOF DECKING CAN NOT BE REUSED THE CONTRACTOR SHALL PROVIDE AN ESTIMATE TO (SUPPLY & INSTALL) REPLACE ALL ROOF DECKING WITH NEW EXTERIOR GRADE PLYWOOD (5/8" TH.)
3. CONTRACTOR SHALL SUPPLY AND INSTALL NEW ASPHALT ROOF SHINGLES AT PITCHED ROOFS, INCLUDING NEW UNDERLAYMENT (30# ROOFING FELT), ICE BARRIER MEMBRANE, FLASHING, TRIM, ETC., AS REQUIRED PER RISBC 1507 AND/OR MANUFACTURER'S INSTALL GUIDELINES. SEE UNDERLAYMENT & ASPHALT SHINGLE INSTALL NOTES ON A-200 FOR ADDITIONAL INFO.
4. CONTRACTOR SHALL SUPPLY AND INSTALL NEW COMMERCIAL ROOF ANCHOR AT EXISTING FLAT ROOF AS INDICATED. INSTALL PER MANUFACTURER'S INSTRUCTIONS. SEE ROOF ANCHOR DETAIL FOR ADDITIONAL INFO. CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING AND REPAIRING EXIST. ROOF MEMBRANE AS REQUIRED (V.I.F.).

ROOFING SCOPE OF WORK NOTES: (MAINTENANCE BUILDING)

1. TYPICAL AT PITCHED ROOFS, CONTRACTOR SHALL REMOVE EXIST. ROOF SHINGLES & COVERINGS DOWN TO THE EXISTING ROOF DECK. SEE GENERAL ROOFING REMOVAL NOTES ON A-200 FOR ADDITIONAL INFO.
2. **ADD / ALT: ROOF DECK REPLACEMENT CONTINGENCY - IN THE EVENT THE EXISTING ROOF DECKING CAN NOT BE REUSED THE CONTRACTOR SHALL PROVIDE AN ESTIMATE TO (SUPPLY & INSTALL) REPLACE ALL ROOF DECKING WITH NEW EXTERIOR GRADE PLYWOOD (5/8" TH.)**
3. TYPICAL AT PITCHED ROOFS, CONTRACTOR SHALL SUPPLY AND INSTALL NEW ASPHALT ROOF SHINGLES, INCLUDING NEW UNDERLAYMENT (30# ROOFING FELT), ICE BARRIER MEMBRANE, FLASHING, TRIM, ETC., AS REQUIRED PER RIBC 1507 AND/OR MANUFACTURER'S INSTALL GUIDELINES. SEE UNDERLAYMENT & ASPHALT SHINGLE INSTALL NOTES ON A-200 FOR ADDITIONAL INFO.
4. TYPICAL AT EXISTING FLAT ROOF #1, CONTRACTOR SHALL REMOVE EXISTING BUILT UP ROOFING MEMBRANE SYSTEM DOWN TO EXIST. ROOF INSULATION, AND REMOVE SKYLIGHTS. PATCH & REPAIR ROOF INSULATION AS NEEDED TO MAINTAIN ROOF PITCH(S).
NOTE: NO WORK AT EXISTING FLAT ROOF #2
5. CONTRACTOR SHALL SUPPLY AND INSTALL ALL MATERIALS TO INFILL FOUR (4) EXISTING SKYLIGHT OPENING(S) TO MATCH ADJACENT EXISTING ROOF CONSTRUCTION, V.I.F. REFER TO STRUCTURAL DETAILS FOR ADDITIONAL INFO.
6. TYPICAL AT FLAT ROOF #1, CONTRACTOR SHALL SUPPLY AND INSTALL NEW EVERGUARD 60 MIL TPO SINGLE PLY MEMBRANE SYSTEM BY 'GAF' (OR APPROVED EQUAL), INSTALL OVER EXISTING ROOF INSULATION & DECKING IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. PROVIDE MISC. ACCESSORIES, FLASHING, ETC., AS REQUIRED TO PROVIDE A COMPLETE ROOFING MEMBRANE SYSTEM PER MANUFACTURER'S INSTALL INSTRUCTIONS. COMPLETED INSTALLATION SHALL COMPLY WITH RIBC SEC. 1507.

Proposals

The proposal shall be submitted in hard copy format utilizing the forms included in the Contract Documents. Bidders shall submit two hard copies and one electronic copy on a USB Flash Drive of the proposal to the Authority. Proposal, Contract Drawings, Supplementary Specifications, and other Contract Documents for the work are available in electronic format through the Authority and are not transferrable to other parties for bidding purposes. The cost of preparation and delivery of the proposal are solely the responsibility of the Bidder.

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

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

A bid opening will be conducted by the Authority at One East Shore Road, Jamestown, Rhode Island 02835, at the proposal deadline, 10:00 AM December 16, 2024, Awards will not be made at the bid opening.

The bidder's attention is directed to the fact that the Authority is soliciting bids from qualified contractors who shall assume the sole responsibility for the quality of materials and workmanship. Statement of Qualifications forms to be completed by each bidder to enable the Authority to evaluate company and personnel experience, equipment and financial status must be attached to each Proposal. Failure of any bidder to submit completed Statement of Qualifications forms with their Proposal may be a cause for rejection of their bid.

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

A certified check payable to the Rhode Island Turnpike and Bridge Authority in an amount not less than five (5) percent of the total amount of the bid price, or a bid bond not less than five (5) percent of the total amount of the bid price, must accompany each Proposal as a guarantee that the Contract will be entered into, if awarded. The submitted Certified Check or Bid Bond will be returned after the Contract has been executed.

Proposals, with accompanying check or bid bond, shall be enclosed in an opaque sealed envelope that will be suitably marked with the name and proposal number on the outside.

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

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

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

Pre-Bid Conference

Prospective Bidders are notified that there is a non-mandatory in person Pre-Bid Site Visit at which all Bidders have the option to attend. The Site Visit will be held in person at 10:30 AM on November 21, 2024, at the RITBA offices, One East Shore Drive, Jamestown, RI. Prospective bidders shall email the email addresses of attendees for the Pre-Bid Site Visit to procurement@ritba.org. Prospective bidders or their representatives may not contact any employee of the Authority or AI Engineering regarding this Contract from the date of advertisement through the bid date. ALL questions or clarifications concerning the Contract documents shall be submitted by e-mail to procurement@ritba.org no later than 4:00 PM on November 26, 2024.

Award

The Authority intends to award the Contract as soon as practicable after receipt and evaluation of bids. However, nothing herein constitutes a commitment by the Authority to make an award. The Authority may elect to cancel this notice, or to reject any and all proposals without disclosing a reason. The Authority will make the award to the lowest responsive and responsible Bidder. A responsive Bidder means a Bidder who

submits a proposal which conforms in all material aspects to the requirements of this notice. A responsible Bidder means a Bidder who is qualified in all respects to fully perform the contract requirements. The successful Bidder shall execute and deliver the Contract and the required Performance Bond and evidence of specified insurance coverage, upon receipt of Notice of Intent to Award. Notice to Proceed and execution of the Contract will be given upon approval of contractor's insurance and bonds; and Contractor shall start work within fourteen (14) weekdays after receipt of Notice to Proceed but may not start the work before the required bonds and insurance policies have been submitted and approved, or as otherwise stated herein, and shall complete the work on or before the date indicated in the Proposal.

Contractors wishing to submit a proposal on this work are encouraged to have a representative present at the pre-bid site visit to be held at 10:30 AM on November 21, 2024, at the RITBA offices.

The Authority intends to adhere to the following schedule:

1. Drawings Available to Contractors – by Close of Business on Monday November 18, 2024.
2. In-person Site Visit at 10:30 AM on Thursday November 21, 2024.
3. Deadline for written questions by Contractors– 4:00 PM on November 26, 2024.
4. Responses to Contractors Questions and any Addendum Distribution – Close of Business December 4, 2024.
5. Receive proposals and Public Bid Opening -10:00 AM on Monday December 16, 2024.
6. Contractor to start work by mutually agreed date between RITBA and selected contractor.
7. Contractor shall complete all work on this Contract within fourteen days of selected start date unless approved by RITBA.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

LIST OF DRAWINGS

<u>SHEET NO.</u>	<u>TITLE</u>
1	COVER SHEET
A-100	ADMINISTRATION BUILDING ROOF PLAN
A-101	MAINTENANCE BUILDING ROOF PLAN
A-200	GENERAL NOTES AND SPECIFICATIONS

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

PROPOSAL

CONTRACT 24-05

ROOR REPLACEMENT
November 18,2024

The undersigned Bidder has carefully examined the site of the work described herein; has become familiar with local conditions and the character and extent of the work; has carefully examined the Drawings, the Specifications, the Proposal form, the form of Contract Agreement, and the form of Bid Bond, which are acknowledged to be a part of this Proposal, and they thoroughly understand their stipulations, requirements, and provisions.

The undersigned Bidder has determined the quality and quantity of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute upon receipt of Notice of Award the required Contract Agreement, the required Performance Bond, and certificates of required insurance, proof of qualification to do business in Rhode Island as may be required of which Contract this Proposal, the Drawings for the work, and the Specifications as above indicated shall be a part.

The undersigned Bidder further agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction to do all the work, and furnish all the materials of the specified requirements that are necessary to complete the work in accordance with the Proposal, the Drawings, and the Specifications and agrees to accept therefore, as payment in full, the Contract Unit Price for the actual quantities of work described in the Specifications as set forth in this Proposal.

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

There is a Minority/Disadvantaged/Woman-Owned Business Enterprise Program for this project. The percentage goal for this project is 15% (7.5% M/DBE and 7.5% WBE) of the overall bid price.

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

<p>2. Payment Bond</p> <p>_____ Dollars and _____ Cents</p> <p>Lump Sum</p>	<p>1</p>	<p>LS</p>	<p>\$ _____ Lump Sum</p>	<p>\$ _____ _____</p>
<p>3. Mobilization</p> <p>_____ Dollars and _____ Cents</p> <p>Lump Sum</p>	<p>1</p>	<p>LS</p>	<p>\$ _____ Lump Sum</p>	<p>\$ _____ _____</p>
<p>R1. Shingle Roof Removal & Replacement</p> <p>_____ Dollars and _____ Cents</p> <p>Each</p>	<p>1</p>	<p>LS</p>	<p>\$ _____ Each</p>	<p>\$ _____ _____</p>
<p>R2. Rubber Roof Removal & Replacement</p> <p>_____ Dollars and _____ Cents</p> <p>Each</p>	<p>1</p>	<p>LS</p>	<p>\$ _____ Each</p>	<p>\$ _____ _____</p>
<p>R3. ADD / ALT ROOF DECK REPLACEMENT ALLOWANCE</p> <p>_____ Dollars and _____ Cents</p>	<p>1</p>	<p>AL</p>	<p><u>\$ 10,000 .00</u></p>	<p><u>\$10,000.00</u></p>

TOTAL _____

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

CONTRACT NO. 24-05

ROOF REPLACEMENT

STATEMENT OF QUALIFICATIONS – PRIME CONTRACTOR

BUSINESS REFERENCES

AND EQUIPMENT AVAILABLE

(for attachment to Proposal form)

NAME OF BIDDER _____

PRINCIPAL OFFICE _____
(Street or P.O. Box) (City) (State) (Zip)

1. Are you an individual , a partnership , a corporation , or a joint venture ?
(Check as applicable).

If a corporation, list names of officers and directors and state of incorporation; if a partnership or a joint venture, list names and addresses of partners or ventures; if any partner or venturer is a corporation, partnership or joint venture, list the information requested above for each such corporation, partnership and joint venture.

2. How many years has your organization been in business as a contractor under your present business name? _____

3. How many years of experience has your organization had in construction work similar to the work you are interested in bidding (Bridge Concrete Deck Repairs)? _____

(a) As a general contractor? _____

(b) As a subcontractor? _____

4. List below construction projects of a value of over \$1,000,000, involving work similar to that required under this Contract, which your organization has completed in the last ten years.

Location of Work _____

Year _____

Contract Price _____

Kind of Construction _____

Name of Owner _____

Address _____

(Use blank sheet if additional space is needed)

Location of Work _____

Year _____

Contract Price _____

Kind of Construction _____

Name of Owner _____

Address _____

(Use blank sheet if additional space is needed)

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

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

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

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

8B. Home Address _____

8C. Total years experience in the field of general contracting including concrete bridge deck repairs.

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

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

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

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

8H. Detailed description of proposed Project Manager's experience as Project Manager during past ten (10) years.

Completion Date	Location	Description of Project

(Use blank sheet if additional space is needed)

9A. Name of Construction Superintendent who will be responsible for this Contract.

9B. Home Address _____

9C. Total years experience in the field of general contracting including concrete bridge deck repairs.

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

9E. Construction Superintendent's total experience with this company.

9F. Construction Superintendent's total experience with this company as Construction Superintendent.

9G. Construction Superintendent's previous employers and nature of work done during ten (10) years prior to employment with this firm.

9H. Detailed description of proposed Construction Superintendent's experience as Construction Superintendent during past ten (10) years.

Completion Date	Location	Description of Project

(Use blank sheet if additional space is needed)

10A. Name of Quality Assurance Officer who will be responsible for this Contract.

10B. Home Address _____

10C. Total years experience in the field of general contracting including concrete bridge deck repairs.

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

10E. Quality Assurance Officer's total experience with this company.

10F. Quality Assurance Officer's total experience with this company as Quality Assurance Officer.

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

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

Completion Date	Location	Description of Project

(Use blank sheet if additional space is needed)

11A. Name of Safety Officer who will be responsible for this Contract.

11B. Home Address _____

11C. Total years experience in the field of general contracting including steel bridge repairs and bearing replacement.

11D. Total years experience as Safety Officer in general contracting including concrete bridge deck repairs.

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

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

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

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

Completion Date	Location	Description of Project

(Use blank sheet if additional space is needed)

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

12B. Home Address _____

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

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

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

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

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

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

Completion Date	Location	Description of Project

(Use blank sheet if additional space is needed)

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

(Insert separate sheet)

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

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

--	--	--	--	--

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

Bidder: _____

By: _____
(Title)

Address: _____

Date _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

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

WHEREAS, the Principal has submitted a bid for RITBA Contract 24-05 Roof Replacement.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall
enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or
bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the
faithful performance of such Contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or, in the event of failure of the Principal to enter such contract and give such bond or
bonds, if the Principal shall pay to the Obligee the full amount of this Bid Bond as liquidated damages, then
this obligation shall be null and void, otherwise it shall remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20__

In the presence of:

PRINCIPAL (Seal)

WITNESS

TITLE

SURETY (Seal)

WITNESS

TITLE

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

CONTRACT AGREEMENT

This Contract Agreement, executed in the Town of Jamestown in the State of Rhode Island, this __
_____ day of _____, 20__, between the Rhode Island
Turnpike and Bridge Authority, hereinafter called the Authority, and _____
_____, hereinafter called the Contractor.

WITNESSETH:

That for and in consideration of payments hereinafter mentioned to be made by the Authority, the Contractor agrees to furnish all equipment, machinery, tools, and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement, to assume sole responsibility for the quality of materials and workmanship, and to do and perform all work in the performance of Contract No. 24-05 Roof Replacement in strict conformity with the provisions of this Contract Agreement, the Notice to Contractors, the Proposal, the Specifications, and the Drawings, as defined in the Specifications. The said Notice to Contractors, Proposal, Specifications, and Drawings are hereby made a part of this Contract Agreement as fully and to the same effect as if the same had been set forth at length in the body hereof.

As security for the full and faithful performance of this Contract and all the incidents thereto, the Contractor has made and furnished a 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 24-05

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 24-05**, 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 24-05** 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. 24-05

ROOF REPLACEMENT

STATE OF _____

COUNTY OF _____

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

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

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

(Also type or print name
of affiant under signature)

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

Notary Public

My commission expires _____, 20__

SUPPLEMENTAL BIDDER ATTESTATION

CONTRACT NO. 24-05

ROOF REPLACEMENT

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

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

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

AUTHORIZED SIGNATORY NAME (PRINTED): _____

AUTHORIZED SIGNATURE: _____

SOLICITATION NUMBER/TITLE: _____

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

CONTRACT NO. 24-05

ROOF REPLACEMENT

STATE OF _____

COUNTY OF _____

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

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

(Also type or print name
of affiant under signature)

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

Notary Public

My commission expires _____, 20__



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

Company Name: _____

Representative's Name who administers MBE Program: _____

Street Address: _____

City, State, Zip: _____ Telephone: _____

Email: _____ Project Location: _____

Bid or Project #: _____ Date Bid Opened: _____

Description of Work: _____

Contract Value: _____ MBE % Assigned: _____

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

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

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

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

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

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

Signature of Authorized Agent of Business: _____ Date: _____

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

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
INSPECTION AFFIDAVIT

CONTRACT NO. 24-05

ROOF REPLACEMENT

STATE OF _____

COUNTY OF _____

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

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

(Also type or print name of affiant under signature)

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

Notary Public

My commission expires _____, 20__

END OF INSPECTION AFFIDAVIT

WAGE RATES - STATE OF RHODE ISLAND

WAGES OF LABOR: Title 37, Chapter 13, Section 6, of the General Laws of Rhode Island 1956, requires in part that the Contractor to whom the Contract is awarded and any subcontractor under the Contractor shall have ordinarily paid the prevailing rate of per diem wages and shall continue to pay the prevailing rate for holiday, regular, overtime, and other working conditions to all workers needed to execute the Contract or work. Section 14 of said Chapter 13 also requires that Rhode Island citizens be given preference in employment.

The schedule of prevailing wage rates of per diem wages in the locality in which the work is to be performed for each craft, painter, mechanic, teamster, laborer, or type of worker needed to execute the Contract or work has been established on a minimum hourly basis and is on file in the office of the State Department of Labor. The Contractor shall pay not less than said minimum hourly wage rates and not less than the general prevailing rates for holiday, overtime, and other working conditions.

Copies of the Wage Rates are available at the office of the State Department of Labor. Positions not listed, as well as apprentice schedules and rates, will be allocated in accordance with the findings of the State Department of Labor. The Contractor shall obtain the latest rates as ascertained by the Rhode Island Department of Labor.

The Contractor shall provide certified payroll with the first payment requisition and with additional payment requisitions as directed by the Engineer. Certified payrolls will be reviewed by the Engineer for verification that prevailing wage requirements are met. Any payments to the Contractor shall be held by the Engineer if certified payrolls are not made available or if they do not verify compliance with prevailing wage requirements.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: THAT _____

_____ of _____
_____ hereinafter called the "Contractor", and _____

_____ hereinafter called the "Surety, a corporation authorized to execute surety bonds under the laws of the State of Rhode Island and Providence Plantations are held and firmly bounded unto the Rhode Island Turnpike and Bridge Authority, hereinafter called the "Authority", in the penal sum of _____ Dollars (\$) _____) lawful money of the United States of America, to the payment of which sum, well and truly to be made, Contractor and Surety herein firmly bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, Contractor did on the _____ day of _____, 2024, enter into a written Contract with the Authority, being Contract No. 24-05 Roof Replacement for approximately the sum of _____ Dollars (\$) _____)

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

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

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

WITNESSES:

By: _____

(Title)

By _____
Surety

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. 24-05 Roof Replacement for approximately the sum of _____ Dollars (\$ _____)

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

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

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

WITNESS OR ATTEST:

Secretary
(also print or type name and title)

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

WITNESS OR ATTEST:

(also print or type name and title)

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. 24-05

ROOF REPLACEMENT

PROJECT SPECIFICATIONS

THE 2004 EDITION AMENDED MARCH 2018 OF THE STATE OF RHODE ISLAND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, WITH ALL AMENDMENTS AND SUPPLEMENTS THROUGH NOVEMBER, 2021 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

101.42 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.

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

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

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:
Incomplete submittal of forms during the bidding process.

102.08 DELIVERY OF PROPOSALS

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

Bids shall be enclosed in a sealed envelope addressed to the Director of Engineering, Rhode Island Turnpike and Bridge Authority, Administration Building, Newport Bridge, One East Shore Road, P.O. Box 437, Jamestown, Rhode Island, with FRONT of envelope plainly marked with name and address of bidder and “BID FOR STATE HIGHWAY – ROUTE 138 AUTOMATED TOLLING SYSTEM CONVERSION & ROADWAY IMPROVEMENTS FOR THE CLAIBORNE PELL / NEWPORT BRIDGE TOLL PLAZA – CONTRACT 21-03. 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% of the overall bid price.

102.15 NON-MANDATORY PRE-BID CONFERENCE

The Rhode Island Turnpike and Bridge Authority will hold a non-mandatory site visit concerning this contract, titled, Contract 24-05 Roof Replacement. The conference will be held in person at 10:30 AM November 21, 2024, at the RITBA offices, One East Shore Drive, Jamestown, RI. All bidders are encouraged to have a representative in attendance – please email the email addresses of attendees to procurement@ritba.org.

END OF SECTION 102

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.02 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.

104.02 CHANGES IN THE CONTRACT

Add the following to this subsection:

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

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

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

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

104.05 EXTRA WORK

Delete the subsection in its entirety and substitute the following:

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

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

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

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

104.08 MAINTENANCE OF TRAFFIC:

Add the following:

None anticipated for this roofing project.

104.13 CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERWAY

Add the following paragraph:

None anticipated for this roofing project.

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 fabrication and installation of the tolling gantry and supporting infrastructure to meet Milestone 1, which is defined in Section 108.07, and allows Emovis to install and test their tolling equipment.

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

Within fourteen (14) 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:

None anticipated for this roofing project.

105.08 CONSTRUCTION STAKES, LINES AND GRADES

Add the following to this subsection:

None anticipated for this roofing project.

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 work '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.

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:

The Contractor is notified of the following project milestones:

1. Project to be completed in 60 days from NTP.

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

CODE 104.9901

AS ORDERED BY ENGINEER DECK REPLACEMENT ALLOWANCE

DESCRIPTION: This item shall serve to cover payment for work associated with roof deck replacement.

- Roof Deck Replacement – In the event the existing roof decking cannot be reused the Contractor shall provide all new roof decking with new exterior grade plywood (5/8" TH.).

Contractor shall not assume any payment for work under this item until site conditions are known, scope of deck replacement work is agreed upon between the Contractor and the Authority, the Contractor's cost estimate is approved by the Authority, and the contractor has been directed to proceed by the Authority.

METHOD OF MEASUREMENT: ITEM CODE 104.9901 "AS ORDERED BY ENGINEERS DECK REPLACEMENT ALLOWANCE" does not require a measurement for payment. An Allowance will be used and is included in the Contract to cover payment for the actual cost of the work performed as described above and as dictated by site conditions.

BASIS OF PAYMENT: The established dollar figure of ITEM CODE 104.9901 "AS ORDERED BY ENGINEER DECK REPLACEMENT ALLOWANCE" is estimated at \$10,000.00 and shall be inserted in the Proposal as an authorized amount which payments shall be drawn. Payments above the established dollar figure shall be drawn on a force account basis in accordance with subsection 109.04 of the standard Specifications. The price so stated shall constitute full and complete compensation for all labor, tools, materials, equipment, and all incidentals required to finish the work as described in the Special Provision, complete in place and accepted by the Engineer.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Contractor's use of site and premises.
- 4. Coordination with occupants.
- 5. Work restrictions.
- 6. Specification and Drawing conventions.

B. Related Requirements:

- 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: RITBA – Roofing Replacement.

- 1. Project Location: 1 East Shore Road, Jamestown, RI 02835.

B. Owner: Rhode Island Turnpike and Bridge Authority.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

- 1. Contractor to remove existing roofing materials, replace with new and other Work indicated in the Contract Documents.

B. Type of Contract:

- 1. Project will be constructed under a single prime contract.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy Project site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between 8 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
- C. Smoking and Controlled Substance Restrictions: Use of tobacco products and other controlled substances on Owner's property is not permitted.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

- D. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- E. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 - 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 - 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project, including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. RFIs.
 - 3. Project meetings.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request for Information. Request from Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities, list addresses, cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - 1. Post copies of list in Project meeting room, in each facility. Keep list current at all times.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results, where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.

1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Engineer will return without response those RFIs submitted to Engineer by other entities controlled by Contractor.
 - 2. Coordinate and submit RFIs in a prompt manner to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

2. Owner name.
 3. Owner's Project number.
 4. Name of Engineer.
 5. Engineer's Project number.
 6. Date.
 7. Name of Contractor.
 8. RFI number, numbered sequentially.
 9. RFI subject.
 10. Specification Section number and title and related paragraphs, as appropriate.
 11. Drawing number and detail references, as appropriate.
 12. Field dimensions and conditions, as appropriate.
 13. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 14. Contractor's signature.
 15. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Engineer.
1. Attachments shall be electronic files in PDF format.
- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow three days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Engineer's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt by Engineer of additional information.
 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

- a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 5 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Engineer.
 - 4. RFI number, including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Engineer's response was received.
 - 8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within three days if Contractor disagrees with response.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times a minimum of seven days prior to meeting.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement.
 - 1. Attendees: Authorized representatives of Owner Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Critical work sequencing and long lead items.
 - d. Designation of key personnel and their duties.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

- e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises and existing building.
 - m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Procedures for moisture and mold control.
 - r. Procedures for disruptions and shutdowns.
 - s. Construction waste management and recycling.
 - t. Parking availability.
 - u. Office, work, and storage areas.
 - v. Equipment deliveries and priorities.
 - w. First aid.
 - x. Security.
 - y. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other Sections and when required for coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Possible conflicts.
 - i. Compatibility requirements.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's written instructions.
 - m. Warranty requirements.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT

- n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities and controls.
 - q. Space and access limitations.
 - r. Regulations of authorities having jurisdiction.
 - s. Testing and inspecting requirements.
 - t. Installation procedures.
 - u. Coordination with other work.
 - v. Required performance results.
 - w. Protection of adjacent work.
 - x. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Engineer, but no later than 90 days prior to the scheduled date of Substantial Completion.
- 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of Record Documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Preparation of Contractor's punch list.
 - f. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - g. Submittal procedures.
 - h. Owner's partial occupancy requirements.
 - i. Installation of Owner's furniture, fixtures, and equipment.
 - j. Responsibility for removing temporary facilities and controls.
 - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at monthly intervals.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Status of submittals.
 - 2) Deliveries.
 - 3) Access.
 - 4) Site use.
 - 5) Temporary facilities and controls.
 - 6) Progress cleaning.
 - 7) Quality and work standards.
 - 8) Status of correction of deficient items.
 - 9) Field observations.
 - 10) Status of RFIs.
 - 11) Status of Proposal Requests.
 - 12) Pending changes.
 - 13) Status of Change Orders.
 - 14) Pending claims and disputes.
 - 15) Documentation of information for payment requests.
 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination Meetings: Conduct Project coordination meetings at monthly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT

planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting, where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Status of submittals.
 - 2) Deliveries.
 - 3) Access.
 - 4) Site use.
 - 5) Temporary facilities and controls.
 - 6) Work hours.
 - 7) Hazards and risks.
 - 8) Progress cleaning.
 - 9) Quality and work standards.
 - 10) Status of RFIs.
 - 11) Proposal Requests.
 - 12) Change Orders.
 - 13) Pending changes.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.
3. Section 014000 "Quality Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
4. Section 017700 "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
5. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
6. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal Schedule: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule as required to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Engineer's final release or approval.

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 1. Project name.
 2. Date.
 3. Name of Engineer.
 4. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
 5. Category and type of submittal.
 6. Submittal purpose and description.
 7. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 8. Drawing number and detail references, as appropriate.
 9. Indication of full or partial submittal.
 10. Location(s) where product is to be installed, as appropriate.
 11. Other necessary identification.
 12. Remarks.
 13. Signature of transmitter.
- B. Options: Identify options requiring selection by Engineer.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

D. Paper Submittals:

1. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
3. Action Submittals: Submit three paper copies of each submittal unless otherwise indicated. Engineer will return two copies.
4. Informational Submittals: Submit two paper copies of each submittal unless otherwise indicated. Engineer will not return copies.
5. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using transmittal form.

E. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package and transmit to Engineer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Engineer.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
2. Paper: Prepare submittals in paper form and deliver to Engineer.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT

2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 15 days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. Submit Product Data before Shop Drawings, and before or concurrently with Samples.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT

- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 3. Email Transmittal: Provide PDF transmittal. Include digital image file illustrating Sample characteristics and identification information for record.
 4. Paper Transmittal: Include paper transmittal, including complete submittal information indicated.
 5. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit Insert number full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

7. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Engineer will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

- D. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.

- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.

- F. Certificates:
 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.

- G. Test and Research Reports:

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT

1. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
2. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with indication in web-based Project management software. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ENGINEER'S REVIEW

- A. Action Submittals: Engineer will review each submittal, indicate corrections or revisions required, and return.
 1. PDF Submittals: Engineer will indicate, via markup on each submittal, the appropriate action.
- B. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Engineer will discard submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Engineer without action.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for Contractor requirements related to Owner-furnished products.
 - 2. Section 012100 "Allowances" for products selected under an allowance.
 - 3. Section 01770 "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
 - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."

1.4 QUALITY ASSURANCE

- A. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service- or power-operated equipment. Locate on a visually accessible but inconspicuous surface. Include information essential for operation, including the following:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.
 - 3. See individual identification Sections in Divisions 21, 22, 23, and 26 for additional equipment identification requirements.

1.5 COORDINATION

- A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.
- C. Storage:
 - 1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
 - 2. Store products to allow for inspection and measurement of quantity or counting of units.
 - 3. Store materials in a manner that will not endanger Project structure.
 - 4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
 - 5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.
 - 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Engineer will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Submit additional documentation required by Engineer in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the Engineer, whose determination is final.
- B. Product Selection Procedures:
1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

- a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."
3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in Consider adding additional product requirements paragraphs here if applicable to Project; these may include requirements, such as Buy American Act requirements.
- C. Visual Matching Specification: Where Specifications require the phrase "match Engineer's sample," provide a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.
 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Engineer from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer may return requests without action, except to record noncompliance with the following requirements:
 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 3. Evidence that proposed product provides specified warranty.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

4. List of similar installations for completed projects, with project names and addresses and names and addresses of Engineers and owners, if requested.
 5. Samples, if requested.
- B. Engineer's Action on Comparable Products Submittal: If necessary, Engineer will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
 2. Use product specified if Engineer does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Single-Step Process: When acceptable to Engineer, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Engineer of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
 - 2. Section 017823 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
 - 3. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Engineer's use prior to Engineer's inspection, to determine if the Work is substantially complete.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

1.5 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest-control inspection.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items required by other Sections.

1.7 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer's signature for receipt of submittals.
 - 5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Advise Owner of changeover in utility services.
6. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Complete final cleaning requirements.
9. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.8 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:

1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.
5. Submit Final Completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.9 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Organize list of spaces in sequential order for roof areas per building.
 2. Organize items applying to each space by major element, including categories for ceilings, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format:
 - a. PDF Electronic File: Engineer will return annotated file.

1.10 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 1. Submit by email to Engineer.
- D. Warranties in Paper Form:
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

- installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. **Cleaning Agents:** Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. **General:** Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. **Cleaning:** Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove labels that are not permanent.
 - g. Leave Project clean and ready for occupancy.

END OF SECTION 017700

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Product maintenance manuals.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Engineer will comment on whether content of operation and maintenance submittals is acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
 - 1. Submit on digital media acceptable to Engineer by email to Engineer. Enable reviewer comments on draft submittals.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Engineer will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Engineer will return copy with comments.
 - 1. Correct or revise each manual to comply with Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Engineer's comments and prior to commencing demonstration and training.
- E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned Record Prints and three set(s) of file prints.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and Contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order Change Directive.
 - k. Changes made following Engineer's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
 7. Format: Annotated PDF electronic file.
 8. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 9. Refer instances of uncertainty to Engineer for resolution.
 10. Engineer will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT

- a. See Section 013100 "Project Management and Coordination" for requirements related to use of Engineer's digital data files.
 - b. Engineer will provide data file layer information. Record markups in separate layers.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
- 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Format: Annotated PDF electronic file.
 - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 - 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Engineer.
 - e. Name of Contractor.

1.5 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
- 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record specifications as annotated PDF electronic file.

1.6 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
- 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
JAMESTOWN, RHODE ISLAND
CONTRACT NO. 24-05
ROOF REPLACEMENT**

3. Note related Change Orders and Record Drawings where applicable.

C. Format: Submit Record Product Data as annotated PDF electronic file.

1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.7 MAINTENANCE OF RECORD DOCUMENTS

A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839