



Rhode Island Turnpike and Bridge Authority

October 3, 2024

**Invitation to Bid
Newport/Pell Bridge Railing Removal and Replacement
Contract No. 24-08R**

INTRODUCTION

The Rhode Island Turnpike and Bridge Authority (RITBA) is seeking bids from qualified contractors meeting the minimum requirements described herein to remove and replace bridge railing elements including posts and rail sections on the Newport/Pell Bridge. r.

Due date for bids is no later than 10:00 AM Thursday,10/31/2024, at which time they will be publicly opened. Bids must be in a sealed envelope clearly marked “**IFB No. 24-08R Bridge Railing Removal & Replacement**”. RITBA will not accept electronic bid submissions (email, web, fax, etc.) or late bids under any circumstances. RITBA accepts no financial responsibility for any costs incurred by a firm in responding to this IFB, participating in oral presentations, or meeting with RITBA prior to being awarded the contract. The proposals in response to this IFB become the property of RITBA and may be used by RITBA in any way it deems appropriate. All information submitted in response to this IFB is deemed public and subject to disclosure unless a separate redacted public copy is submitted, regardless of whether the information is marked confidential/proprietary. Firm’s may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act (R.I. Gen. Laws § 38-2 et. seq.). If bidder does not submit a redacted public copy, RITBA assumes that firm is not seeking confidential treatment for any of its information and thus, all information is subject to public disclosure. By submitting a proposal, the firm certifies that it has fully read and understands the IFB, has full knowledge of the scope of work to be provided, and accepts the terms and conditions under which the services are to be performed. RITBA will be the sole judge in determining as equivalent products (if applicable).

A non-mandatory site visit is available upon request on **12:00 PM Friday, 10/11/2014**. Questions related to this solicitation may be submitted to procurement@ritba.org no later than close of business **Tuesday, 10/15/2024**. Direct contact with RITBA staff or Board of Directors is strictly prohibited unless submitted in writing to procurement@ritba.org. RITBA may issue an addendum by close of business **Friday,10/18/2024**, to respond to any relevant questions raised by potential bidders and for any other purposes deemed necessary by RITBA. This addendum will be posted to <https://www.ritba.org> and <https://www.purchasing.ri.gov>.

SCOPE OF SERVICES:

Request for a price quote for furnishing of all materials, labor, tools, equipment, and incidentals necessary for the removal of existing railings and posts and the fabrication, shop coating, and installation of new bridge railing and posts on the Newport Bridge at the locations indicated on the location plan and as identified by the Engineer.

1. Work to be performed in accordance with the attached drawings and specifications.
2. Must be able to mobilize within 5 days after issuance of Notice to Proceed.
3. Work must be completed within seven (7) days of mobilization unless otherwise approved by RITBA.

BONDS

The bid price must include the cost of all Bid and Payment and Performance Bonds. The successful bidder must furnish a 100% Payment and Performance bond from a surety licensed to conduct business in the State of Rhode Island upon the award of the contract pursuant to this solicitation.

SUBCONTRACTORS

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposed to perform a disproportionate amount of the work through one or more subcontractors may be considered unqualified. The successful bidder must establish to the satisfaction of RITBA the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

WITHDRAWAL

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of eighty (80) days following the bid proposal submission deadline.

INSURANCE REQUIREMENTS

Evidence of the following minimum insurance coverage must be provided:

- a. General Liability limits of \$1,000,000 per occurrence.
- b. Motor Vehicle Liability Insurance with limits of \$1,000,000.
- c. Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.

RITBA shall be named as additional insured on all policies of insurance except for Worker's Compensation insurance. Certificates of insurance must be provided upon the award of the contract pursuant to this solicitation.

MINORITY BUSINESS ENTERPRISES PARTICIPATION

Not applicable

ADDITIONAL REQUIREMENTS

Campaign Finance Compliance

Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made. R.I.G.L. § 17-27 Forms may be obtained at Board of Elections, Campaign Finance Division, website at <https://elections.ri.gov/finance/index.php>. Please call (401) 222-2345 or e-mail campaign.finance@elections.ri.gov with any questions or concerns. For the purposes of this RFP RITBA asks that firm's commit to properly filing all appropriate documentation prior to any contract being signed.

Major State Decision-Maker

Does any Rhode Island “Major State Decision-Maker”, as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a \$5,000 or greater cash interest in this business?

For purposes of this question, “Major State Decision-Maker” means:

- (a) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff; and
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

If your answer is “Yes”, please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

Title VI Solicitation Notice

RITBA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Bid Form
Invitation for Bids No. 24-08R - Newport/Pell Bridge Railing Removal & Replacement

To: Rhode Island Turnpike and Bridge Authority
 One East Shore Road
 P.O. Box 437
 Jamestown, RI 02835-0437

Bidder: _____
 Legal name of entity

Address (street/city/state/zip)

_____/_____/_____

Contract (name/telephone/email)

Item Description and Written Bid Prices	Estimated Quantity	Unit	Unit Price/Unit (Figures)	Total
1. Performance Bond _____ Dollars and _____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____
2. Payment Bond _____ Dollars and _____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____
3. Mobilization _____ Dollars and _____ Cents Lump Sum	1	LS	\$ _____ Lump Sum	\$ _____
R1. Railing Section Removal & Replacement _____ Dollars and _____ Cents Each	2	EA	\$ _____ Each	\$ _____
R2. Railing Post Removal & Replacement _____ Dollars and _____ Cents Each	5	EA	\$ _____ Each	\$ _____

TOTAL _____

Contract Time

The Bidder offer to perform the work in accordance with the timeline specified below:

- Mobilization: Within 5 days of award of contract or Notice to Proceed
- Substantial completion – Not applicable
- 4. Final completion: Seven (7) days after mobilization unless otherwise approved by RITBA.

Subcontractors

Bidders are required to disclose any anticipated subcontractors at the time of bid submission. Please use the form below to disclose those anticipated subcontractors and the estimated value of those subcontractors.

Name of Subcontractor	Estimated Value of Subcontract
1	
2	
3	
Total Value of Subcontracts	

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline. The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder:

Bidder

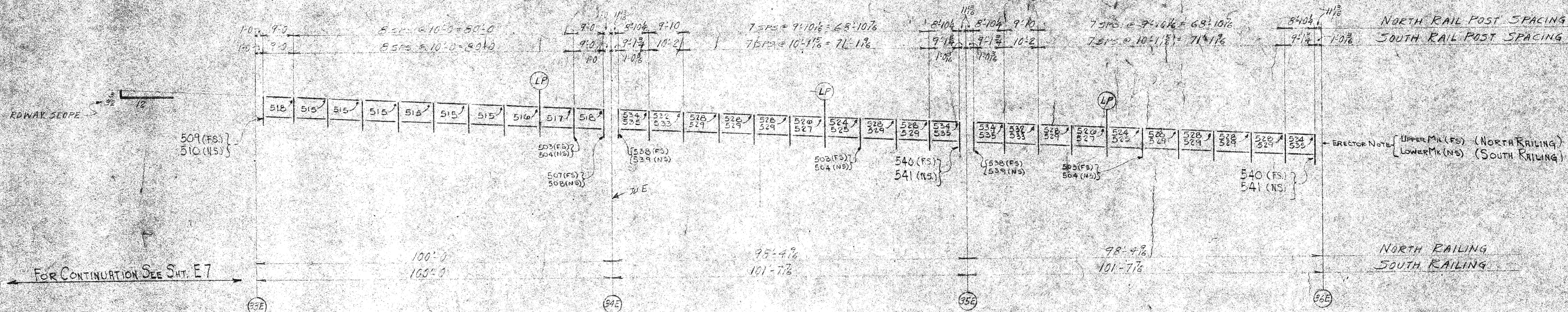
Name of Bidder

Signature of Bidder

Printed name and title of person signing on behalf of bidder

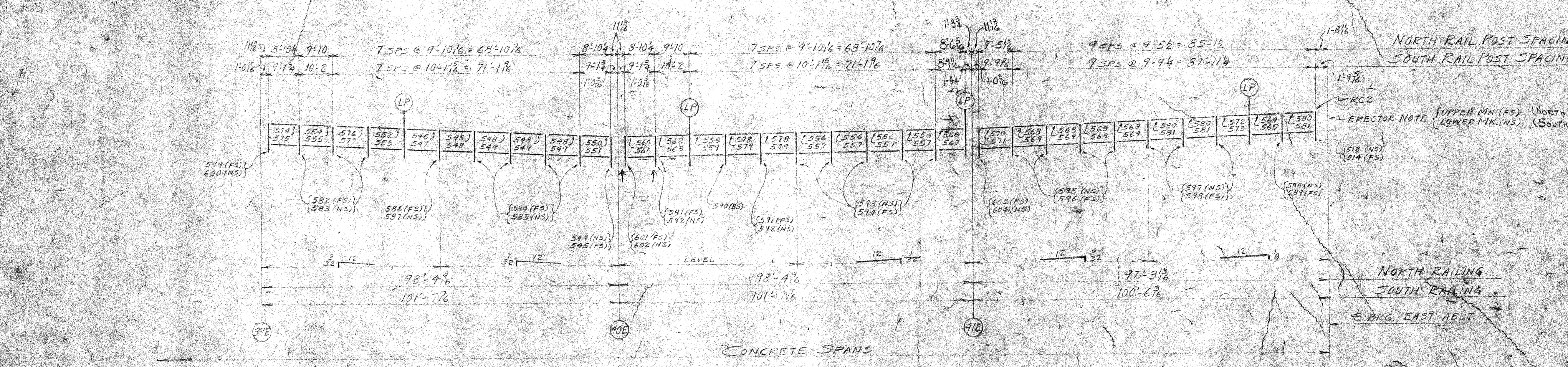
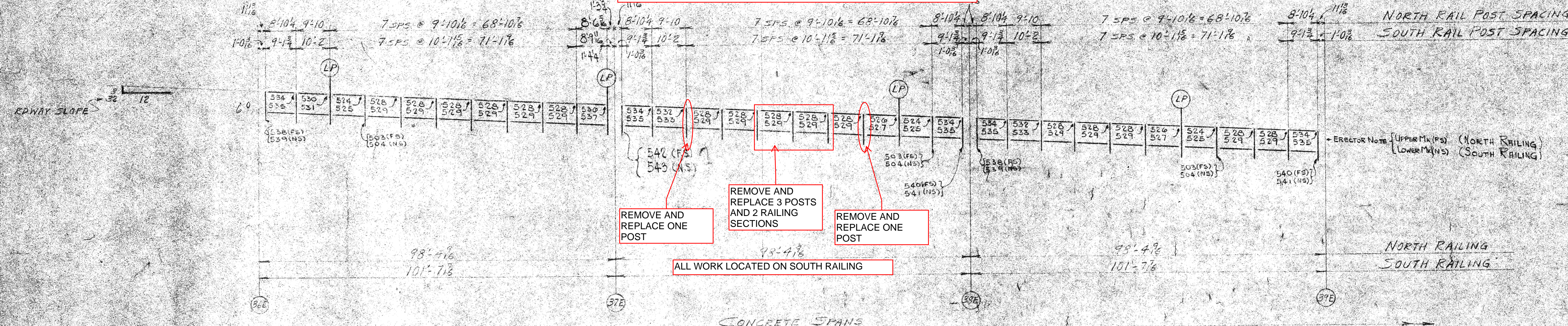
Date signed

**- END OF IFB BID FORM-
SEE FOLLOWING FOR DRAWINGS AND SPECIFICATIONS**



LOCATION OF WORK

NOTE THAT THE SHOP DRAWINGS ARE NOT AVAILABLE FOR THESE LOCATIONS AND UTILIZATION OF THE REFERENCE ORIGINAL DESIGN DRAWINGS SUPPORTED BY FIELD MEASUREMENTS OF EXISTING ELEMENTS FOR EXACT DIMENSIONS IS REQUIRED. ELEMENTS TO BE REPLACED IN KIND WITH THE EXCEPTION OF THE CONNECTION WINGS ADDED TO THE POSTS AS SHOWN ON THE CONTRACT DRAWINGS.



ERECTOR NOTE

1. LP LIGHT POST SUPPORTS BY POST-TENSIONING
2. FOR TYPICAL CONN. OF H-RAIL POSTS TO CONCRETE SPANS SEE SHT. E1
3. ALL RAIL CAPS MK. RCI UNLESS NOTED
4. FOR TYPICAL CONN. OF H-RAILS TO POSTS SEE SHT. E1

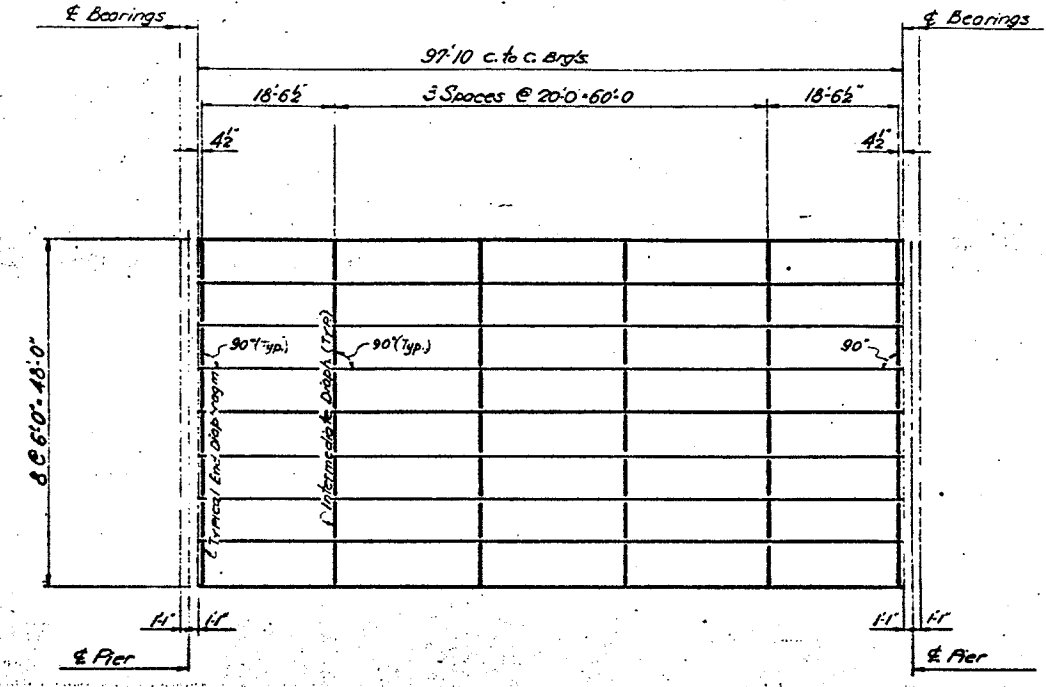
REVIEWED

BARONIS, BIRNBAUM, QUINN & BOULAS, INC.
ENGINEERS
111 JOHN ST.
NEW YORK, N.Y. 10038
By *James G. Quinn* D.M. MAY 17 1968

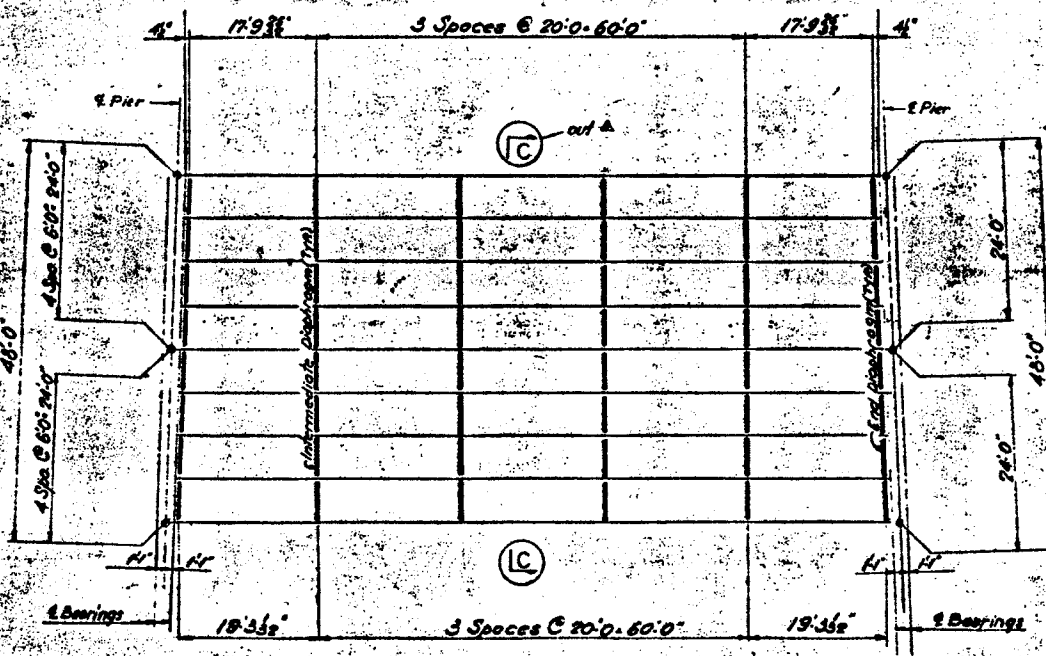
BETHLEHEM IRON WORKS, INC. BETHLEHEM, PA.	
APPROVED BY	DRAWN BY <i>ED</i> DATE <i>1/68</i>
SCALE	CHECK BY <i>ED</i> DATE
REVISIONS	
BOLTS UNLESS NOTED	PHONE ISLAND TURNPIKE & BRIDGE AUTHORITY
OPEN HOLES UNLESS NOTED	PLANNING PARSONS BRINCKERHOFF & DOUGLAS
SHOP DRAWING	THE NEWPORT BRIDGE
	CONTRACT NO. 2
	SHEET NUMBER

PART PLAN OF BRIDGE RAILING
(03) TO EAST ABUT

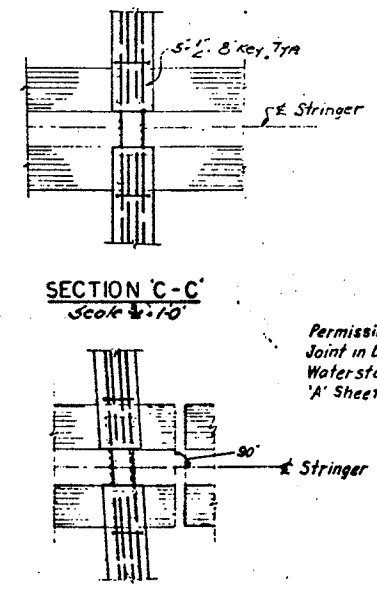
ALL HANDRAIL POSTS MK. 501(FS) & 502(NS) UNLESS NOTED



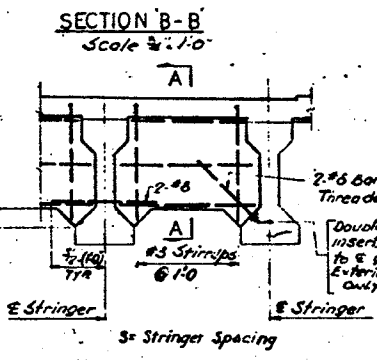
TYPICAL FRAMING PLAN
Scale 1/10-0



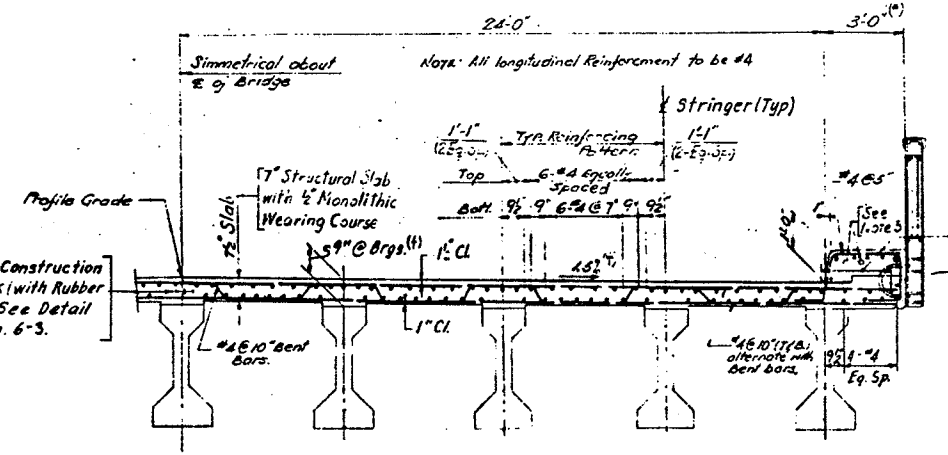
TYPICAL FRAMING PLAN ON CURVE
Scale 1/10-0



SECTION C-C
Scale 3/4-10

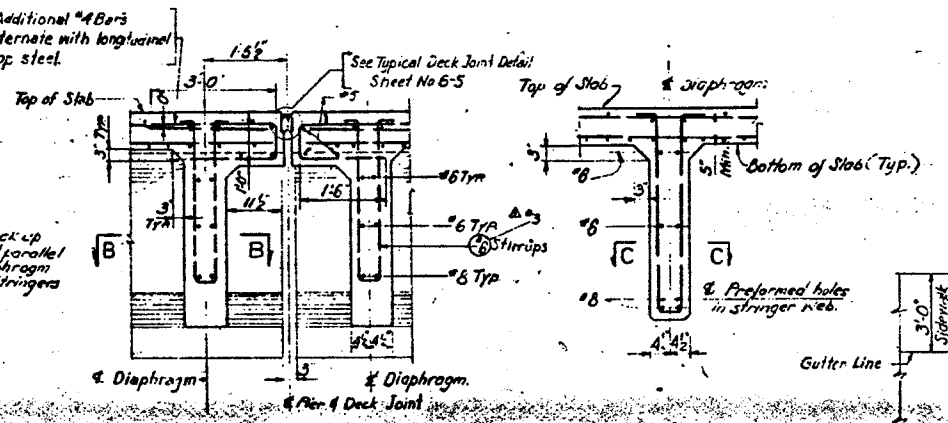


SECTION B-B
Scale 3/4-10



TYPICAL NORMAL CROSS SECTION
Scale 3/8-1-0
(Slab Details same for Super-elevated Sections)

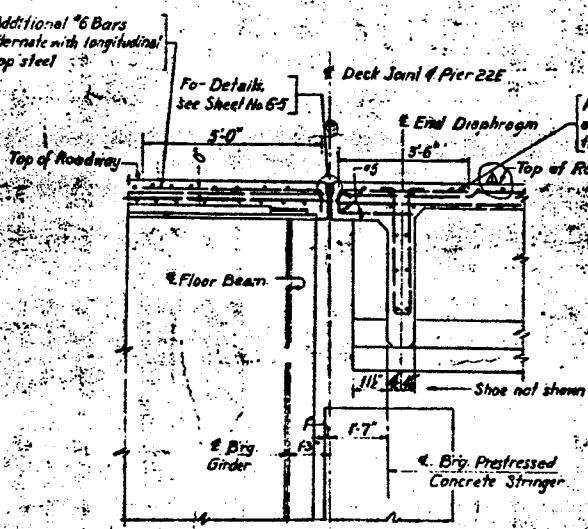
(*) Slab Details as shown so on a...
Compare with...
See Sheet No. 6-3
(H) Typical for Normal Sections only.



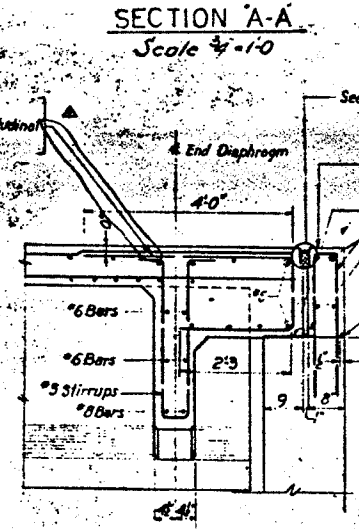
TYPICAL DIAPHRAGM
Scale 3/8-10

END DIAPHRAGM
(Typical Except at Pier 22E)

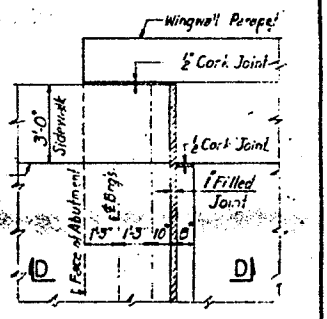
INTERMEDIATE DIAPHRAGM



DECK DETAILS AT PIER 22E
Scale 3/4-10



SECTION A-A
Scale 3/4-10



PLAN AT ABUTMENT
Scale 3/8-1-0
Note: Details for placing Elastic Joint in Sidewalk Similar to Girder Spans. See Section A-A Sheet 6-6

- NOTES:
1. For General Notes, see Sheet No. 6-6.
 2. For Deck Joint Details, see Sheet No. 6-6.
 3. For Location, Spacing and Size of Electrical Conduits and Junction Boxes, see Sheet No. 6-9.
 4. For Rail Post Spacing, see Sheet No. 3-68-2.
 5. For Rail Post Connection Details, see Sheet No. 3-68-1.
 6. For Super-elevation Details, see Sheet No. 6-8.

REFERENCE DRAWING

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
EAST PASSAGE CROSSING, NARRAGANSETT BAY

PRESTRESSED CONCRETE SPANS
CROSS SECTIONS AND DETAILS

NO.	REVISION	BY	DATE

PARSONS, BRINCKERHOFF, QUADE & DOUGLAS ENGINEERS
NEW YORK, N.Y. NEWPORT, R.I.

SCALE: As noted
DATE: JUN 19, 1967
SHEET NO. 6-7 OF 6-9
CONTRACT NO. 6

BRIDGE RAILING REMOVAL AND REPLACEMENT ON THE NEWPORT/PELL BRIDGE

DESCRIPTION

The work of this Section covers the furnishing of all materials, labor, tools, equipment, and incidentals necessary for the removal of existing railings and posts and the fabrication, shop coating, and installation of new bridge railing and posts on the Newport Bridge at the locations indicated on the location plan and as identified by the Engineer.

Applicable Standards

In addition to this Specification, all structural steel work shall conform to the applicable requirements of the following:

1. RIDOT Standard Specifications Sections 824, 825, 830, and any other applicable sections of the RIDOT Standard Specifications with any noted revisions from this contract
2. American Society for Testing Materials
3. Steel Structures Painting Council (SSPC), Steel Structures Painting Manual, Volumes 1 and 2.
4. AASHTO Standard Specifications for Highway Bridges
5. AWS D1.5 Bridge Welding Code

Toxic Caveat

The Contractor is hereby notified that existing paint systems on the Newport/Pell Bridge may contain toxic substances, such as lead or chromium, and that these substances are considered to be hazardous to personnel, the environment, and the public in the proximity of the project.

Personnel and Environment Protection

The provision for protection of personnel, the environment, and the public covers the requirements for removal and containment of paint and/or corrosion products from any steel bridge component, or otherwise specified appurtenances, during cleaning and painting operations.

Requirements to ensure that the public, the environment, and the Contractor's, as well as the Authority's and their representatives', personnel are adequately protected and equipped from the harmful effects of lead, blast media, dust, and fumes resulting from the Contractor's operations are set forth in RIDOT Standard Specifications Section 826 with noted revisions for this contract.

MATERIALS

- A. Structural Steel shall be ASTM A709 Grade 36 or 50 and shall conform to the requirements of Subsection M.05.04.1 of the RIDOT Standard Specifications.
- B. Filler Plates shall be ASTM A709, Grade 50. Shims shall be ASTM A167.

- C. Bolts shall be galvanized ASTM A325, High Strength Bolts for Structural Steel Joints, Type 1, with sizes to match existing bolts and shall conform to the requirements of Subsection M.05.04.4 of the RIDOT Standard Specifications.
- D. Anchors for the installation of posts shall be HILTI HSL-3 Heavy Duty Expansion Anchors or an approved equal. Anchors shall be 1-3/16" in diameter.
- E. Welding shall be performed in accordance with the requirements of AWS D1.5, and weld metal shall conform to the requirements of Subsection M.05.04.5 of the RIDOT Standard Specifications.
- F. Materials for Field and Shop Painting of Exposed Steel Surfaces of New Steel shall be manufactured by Sherwin Williams as follows:
 - Prime Coat: Macorpoxy 920
 - Intermediate Coat Macropoxy 646
 - Finish Coat Acrolon 218HS
- G. The topcoat color for the Newport/Pell Bridge shall be that of the superstructure (green) and shall as closely as possible match the color of the existing paint system applied to bridge railing. Color matching samples and/or locations on the bridge for matching shall be determined by the Engineer. Final approval of color samples provided by the Contractor shall be from the Engineer. Primers, intermediate coats, and stripe coats are not required to have specific colors, provided they contrast with each other and with the topcoat. Samples of primer, intermediate, stripe coats, and topcoat colors shall be submitted to the Engineer for acceptance prior to ordering materials. Ten samples shall be submitted for each method of application proposed. Samples shall be a minimum of 6"x12".

CONSTRUCTION METHODS

Shop Drawings

Shop or working drawings shall be furnished in accordance with Subsection 824.03.1 of the RIDOT Standard Specifications and Section 105 herein and as follows:

Prior to beginning work or fabrication of any materials, the Contractor shall take all field measurements necessary to assure the proper fit of the finished work and shall submit shop drawings to the Engineer for approval in accordance with these Specifications. These drawings shall include complete fabrication details, erection plans, material designations, and quantity lists for the work under this item.

Working drawings shall be submitted showing the fit and assembly of all structural steel and structural steel elements required to complete the work of this Contract. The location, type, and size of all bolts shall also be shown. Design and field measured dimensions shall be shown on working drawings. Where bolts are to

match with holes in existing material, the working drawings shall show field measured bolt gages and pitches. It is the Contractor's responsibility to field measure all existing dimensions and field verify existing conditions. All shop and working drawings shall be based on the Contractor's field verifications and field measurements.

The extent of shop/field painting of fabricated new steel shall be indicated for each structural element or as directed by the Engineer.

Inspection and Testing

Inspection and testing shall be performed in accordance with Subsection 824.03.2 of the RIDOT Standard Specifications with the following additions:

The Engineer shall be notified, in writing, 15 calendar days in advance of the date of beginning of work at the mill and shop for structural steel. Certified mill reports shall be submitted, in accordance with Section 106, showing chemical and physical properties of the material to be used.

Marking, Shipping, Delivering, and Handling

This section shall be in accordance with Subsection 824.03.9 of the RIDOT Standard Specification with the following additions:

All material stored and/or awaiting shipment shall be protected from dirt, oil, rusting, and foreign matter. The Authority will not accept rusted or pitted material.

The Engineer shall be notified at least 48 hours prior to shipping of structural steel members so that a final quality assurance inspection of the product can be performed.

SUBMITTALS

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

1. Shop drawings and working drawings
2. Certified mill reports
3. Work Methods detailing access to repair areas, work area containment, field cutting and welding methods, and sequence/construction staging. Scaffolding plans must be submitted for review by the Engineer.

EXECUTION

The steel fabrication, field installation, shop coating of steel, and steel installation for work under this Section shall be performed in accordance with procedures and details indicated on the Contract Drawings and as specified herein.

Shop drawings are not available for the existing railing and posts. The Contractor shall field measure all elements to be replaced.

The contract drawings for this work are intended to show the typical railing and post configuration, they are not intended to provide detailed dimensions for fabrication.

The removal and replacement of existing rail posts and/or railing sections shall be completed within one work shift. In no case and for no period of time shall a portion of the bridge railing be unattached or missing. The Contractor shall schedule his work to ensure that all sections of railing and/or posts removed can be replaced the same shift.

All new railing sections and posts shall receive the shop applied protective coating system specified herein and in accordance with Section 825 of the RIDOT Standard Specifications.

Steel Fabrication

Prior to commencement of shop drawings, the Contractor shall field measure all structural steel and existing elements that are affected by the repairs. It is the Contractor's responsibility to ensure that new fabricated elements installed under this Specification fit the existing bridge elements and work with the existing conditions.

Access Platform and Scaffold Design

It is the Contractor's responsibility to design all access platforms and scaffolding. All design shall be performed and sealed by a professional engineer licensed in the state of Rhode Island. The Contractor must submit scaffold designs and loads to the Engineer for review. It is the Contractor's responsibility to ensure that all access platforms and scaffolding, and all equipment stored on the platforms and scaffolds are secured during work periods and off periods. The Contractor is responsible for the condition of the work area during severe weather.

Steel Installation

A. Removal of Existing Structural Steel

1. If the Contractor's operations damage existing steel which is to remain in place, the damaged areas shall be repaired or replaced as determined by the Engineer. The Contractor shall be required to repair or replace any material damaged by his operations at no expense to the Authority.
2. All removed rail sections and posts shall be disposed of by the Contractor.

B. Equipment. All equipment proposed for use shall be approved by the Engineer prior to actually performing the work.

C. Structural Steel. All new structural steel shall be shop painted in accordance with this Specification. All holes in new structural steel shall be shop drilled unless the hole is to match an existing hole in an existing steel

member, in such case these holes shall be field drilled using the existing holes as a template.

- D. Reconnection.** All removed steel shall be reconnected after repair work has been completed in accordance with the approved Shop Drawings.
- E. Welding.** No welding to existing steel is permitted unless approved or directed by the Engineer. The existing structure contains fracture critical and non-redundant members. Tack or other welding to fracture critical members is expressly forbidden.
- F. Field Assembly.** Set structural members accurately to lines and elevations. All existing steel surfaces to be in contact with new steel shall be cleaned by mechanical means, in accordance with Specification Section 825 to remove all rust, mill scale, paint, dirt, oil, grease, and other foreign substances. The exposed faying surfaces shall be inspected by the Engineer prior to the installation of the new material. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Tighten bolts in accordance with AASHTO Specifications for slip critical structural joints using ASTM A325 bolts. Use turn-of-nut method for tightening as specified in Subsection 824.03.5 of the RIDOT Standard Specifications. When tightening, place hardened washer under bolt head and nut.
 - 2. Level and plumb individual members of structure within specified tolerances. Establish required leveling and plumbing measurements at actual average operating temperature of structure. Make allowances for difference between temperature and traffic loads at time of erection and mean temperature of structure when completed and in service. After completion of erection, all exposed steel shall be painted in accordance with these Specifications.

Maintenance and Protection of Traffic

Work shall be performed under Single Lane Daily Lane Closures of the eastbound travel lane, under the hours and requirements specified herein. Contractor is responsible for the preparation of signed and sealed- with Engineer Registered in the State of Rhode Island – Maintenance and Protection of Traffic drawings for submission and approval by the Engineer.

Daily Lane Closures

Work to be performed under single eastbound daily right lane closures, during the below times including the installation and removal of the Maintenance and Protection of Traffic:

- 9:00 AM to 3:00 PM Monday through Friday

The Contractor shall install and utilize lane closures only as required to perform the work.

Holiday and Special Event Lane Closure Embargos:

No lane closures will be permitted on Holidays or during Special Events and on the day before and the day after a Holiday or Special Event, or on the Friday before or Monday after Special Events unless otherwise approved by the Authority. In addition, four days, at the discretion and schedule of the RITBA will have lane closure embargos – with notice given to the Contractor at least two weeks before these discretionary embargos. Holidays and Special Events included in the lane closure embargoes are as listed below:

- Memorial Day
- Fourth of July
- Newport Folk Festival
- Newport Jazz Festival
- Victory Day
- Labor Day
- Newport Boat Show
- Columbus Day
- Thanksgiving
- Christmas
- New Year's

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

The Contractor is alerted that a protected species of Falcon nests at the Newport Bridge Pier 4W and frequents other locations in and around the bridge.

It is the Contractor's responsibility to ensure and to maintain the safety of all workers (including the Contractor's workers, workers performing other contract or maintenance work, and the RITBA maintenance staff), and the public, below or adjacent to the Contractor's work area on the bridge and its approaches. The Contractor's safety measures shall include the necessary means to catch and retain any falling debris, materials and/or equipment.

Wherever possible, the Contractor shall provide for the prosecution of work items that require lane closures concurrently to reduce the number of total lane closures.

Lane Closure Scheduling and Coordination:

The Contractor is alerted that other repair contracts and/or maintenance work by the RITBA may be under construction concurrently with this contract.

The Contractor shall submit a daily work schedule to the Engineer to coordinate daily lane closures with RITBA, with the initial project baseline schedule for approval by the Engineer and the Authority. For any lane closures not previously scheduled and coordinated by the Contractor for this contract work, or for any revision to the scheduled lane closures, other previously scheduled lane closures for other work on the bridge will take priority over this Contract as determined by the Engineer.

During the progress of work, the Contractor shall submit, by close of business Wednesday of each week, rolling three week look ahead lane closure schedules to the Engineer for coordination with other work and for posting of lane closures to the RITBA lane closure calendar. For any lane closures not previously scheduled and coordinated by the Contractor with RITBA for this contract work, or for any revision to the scheduled lane closures, other previously scheduled contract or maintenance work will take priority over this Contract at the determination of the Engineer.

Lane closures shall also be scheduled and coordinated by the Contractor with the Engineer on a weekly basis. The weekly schedules are subject to approval by the Engineer and the Authority and are strictly restricted to between the hours noted above. The weekly schedules shall be submitted by close of business on the Wednesday prior (with the three week rolling schedule update).

The Contractor shall also on a shift by shift basis, finalize coordination with the Engineer for the lane closures that will be put in place, and any changes to the previously scheduled lane closure are subject to approval by the Engineer.

949.06 METHOD OF MEASUREMENT

Measurement for all work under this Section shall include all labor, materials, access, and equipment, including maintenance and protection of traffic, field measurements, shop drawing preparation, submittals, testing, fabrication, delivering, demolition, disposing of removed railing and post elements, erecting, attachment of posts to bridge superstructure and railings to posts, priming and painting as necessary, surface preparation, and all incidentals required to finish the work and shall be measured for payment on a Contract Unit Price basis for each actual removal and replacement or repair location measured and approved by the Engineer.

949.07 BASIS OF PAYMENT

The accepted quantities for work under this Section will be paid for at the respective Contract Unit Prices for each unit completed as listed in the Contract Documents. The price so-stated shall constitute full and complete compensation for all labor, materials, access, and equipment, including maintenance and protection of traffic, field measurements, shop drawing preparation, submittals, testing, fabrication, delivering, demolition, delivering removed sections to storage, erecting, attachment of posts to bridge superstructure and attachment of railings to posts, priming and painting as necessary, surface preparation, and all incidentals required to finish the work, complete and accepted by the Engineer.

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
R1	Railing Section Removal and Replacement	Each
R2	Railing Post Removal and Replacement	Each

END OF SECTION

drawing preparation, submittals, testing, fabrication, delivering, demolition, delivering removed sections to storage, erecting, attachment of posts to bridge superstructure and attachment of railings to posts, priming and painting as necessary, surface preparation, and all incidentals required to finish the work, complete and accepted by the Engineer.

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
R1	Railing Section Removal and Replacement	Each
R2	Railing Post Removal and Replacement	Each

END OF SECTION

Below are the terms and conditions related to this IFB:

Terms and Conditions

In submitting a response to this Invitation for Bids (IFB), Bidders/Proposers (Bidder) hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable federal, state laws and RITBA rules and regulations pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
2. Alternate bids (two or more bids submitted) will be considered for award. RITBA reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein.
3. The bids submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final completed contract. If there is any variance or conflict, the bid specifications, conditions, and requirements shall control.
4. All information submitted in response to this IFB is deemed public and subject to disclosure unless a separate redacted public copy is submitted, regardless of whether the information is marked confidential/proprietary. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act (R.I. Gen. Laws § 38-2 et. seq.). If Bidder does not submit a redacted public copy, RITBA assumes that Bidder is not seeking confidential treatment for any of its information and thus, all information is subject to public disclosure.
5. Bidders must hold the bid price for one hundred twenty (120) days from bid opening date, and may not withdraw their bid for at least thirty (30) days after the time and date set for the receipt of bids. Prices MUST also be free of federal, state and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid. RITBA is Tax Exempt and a certificate will be supplied as required.
6. Bidder MUST return the original attached Response Form as noted previously on the bid due date.
7. Envelopes containing responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, date, and time. RITBA interprets the term "lowest responsible Bidder" as requiring RITBA to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. RITBA can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which bids are received. RITBA can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective Bidders.
8. RITBA reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason. RITBA will be the sole judge in determining as equivalent products (if applicable). The successful Bidder will be the lowest responsible and responsive Bidder. For purposes of this solicitation, the lowest responsible Bidder is the firm that RITBA determines meets the specifications at the lowest price.

9. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist RITBA in analyzing your bid.
10. A purchase order and/or contractual agreement constitutes RITBA's offer to the Bidder upon the terms and conditions stated herein, and shall become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
11. After award, if the successful Bidder refuses or fails to make deliveries of the materials and or services within the times specified in the IFB, purchase order, or contractual agreement, RITBA may, by written notice, terminate the contract OR purchase order.
12. The Bidder shall hold and save RITBA, The State of Rhode Island, and their respective officers, agents, servants/employees harmless from liability of any patented or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by RITBA.
13. The Bidder agrees to indemnify, and defend and hold RITBA and the State of Rhode Island and/or their respective officers, agents, servants/employees harmless from and against losses, costs, damages, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation/arbitration expenses) claimed or incurred by reason of any damages, including but not limited to, bodily injury, death and/or property damage to the extent caused by any act error or omission, of the Bidder or any of the Bidder's officers, consultants, subconsultants, subcontractors agents, representatives or employees in the performance of the services specified in the IFB.
14. Payment of the firm's invoices is subject to adjustment and payment terms are net 30 days following approval by RITBA staff.
15. Procedures respecting bids and the selection of firms shall be in conformity with Title 37, Chapter 2 of the General Laws of the State of Rhode Island and RITBA procurement rules.
16. All solicitations are subject to Prevailing Wage rates unless otherwise noted. The Bidder agrees that:
 - a. He/she shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical handicap;
 - b. In all solicitations or advertisements for employees, he/she shall include the phrase, 'Equal Opportunity Employer,' or a similar phrase;
 - c. If he/she fails to comply, he shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RITBA;
 - d. If he/she is found guilty of discrimination under a decision, he/she shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RITBA; and,
 - e. He/she shall include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.

17. The firm responding to this bid proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
18. If a response to this IFB is accepted, the Bidder agrees to execute and deliver to RITBA a contract in accordance with the Contract Documents (if applicable) within ten (10) days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of RITBA in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder shall be liable for RITBA's actual damages that exceed the amount of the surety.
19. It shall be understood that time is of the essence in the Bidder performance. The Bidder agrees that RITBA's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Bidder defaults in the performance of the Contract Documents, the Bidder shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
20. The Bidder hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this IFB, has inspected the location of the project (if applicable), understands the nature and scope of the work to be done, agrees this bid is based upon the terms, specifications, requirements, and conditions of the IFB and documents, and not subject to terms and conditions of Bidder. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
21. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document shall be compliant with existing RITBA hardware, software, and applications where applicable. Verification must be provided in the response to this document.
22. The Bidder certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
23. It shall be understood that any bid and any/all referencing information submitted in response to this IFB shall become the property of RITBA, and will not be returned.
24. RITBA will not be responsible for any expenses incurred by any Bidder in the development of a response to this IFB. Further, RITBA shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Bidder even if RITBA has formally accepted a recommendation.
25. Bids must be received prior to the time and dates listed to be considered responsive. RITBA will not "accept" late responses and will return them to the sender. Further, RITBA will NOT:
 - (1) guarantee security of the document received;
 - (2) be held responsible for bids which are NOT legible (and may choose to reject such responses).

26. By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department or bureau, or committee sanctioned by and/or governed by RITBA. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that RITBA, at the discretion of the Purchasing Director in consultation with RITBA legal staff, may reject their bid.
27. Campaign Finance Compliance - Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made. (RI General Law 17-27) Forms may be obtained at Board of Elections Campaign Finance Division website at <https://elections.ri.gov/finance/index.php>. Please call (401) 222- 2345 or e-mail campaign.finance@elections.ri.gov with any questions or concerns.
28. Major State Decision-Maker - Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in this business?

For purposes of this question, "Major State Decision-Maker" means:

- (i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator,

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

Title VI Solicitation Notice:

RITBA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and/or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation for bid and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.