

BUSINESS CALENDAR (STERN, J.)
HEARING DATE: TBD @ TBD

STATE OF RHODE ISLAND
PROVIDENCE COUNTY

SUPERIOR COURT

STATE OF RHODE ISLAND, :
 :
 :
 Plaintiff, :
 :
 v. :
 :
 AECOM TECHNICAL SERVICES, INC., :
 AETNA BRIDGE COMPANY, :
 ARIES SUPPORT SERVICES INC., :
 BARLETTA HEAVY DIVISION, INC. :
 BARLETTA/AETNA I-195 WASHINGTON :
 BRIDGE NORTH PHASE 2 JV, :
 COLLINS ENGINEERS, INC. :
 COMMONWEALTH ENGINEERS & :
 CONSULTANTS, INC., :
 JACOBS ENGINEERING GROUP, INC. :
 MICHAEL BAKER INTERNATIONAL, INC., :
 PRIME AE GROUP, INC. :
 STEERE ENGINEERING, INC., :
 TRANSYSYSTEMS CORPORATION, and :
 VANASSE HANGEN BRUSTLION, INC. :
 :
 Defendants. :

C.A. No. PC-2024-04526

BARLETTA/AETNA I-195 WASHINGTON BRIDGE NORTH PHASE 2 JV'S
MOTION TO DISMISS PLAINTIFF'S COMPLAINT

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Defendant Barletta/Aetna I-195 Washington Bridge North Phase 2 JV, comprised of a joint venture between Defendant Barletta Heavy Division, Inc. (“Barletta”) and Defendant Aetna Bridge Company (“Aetna”), collectively referred to as the “JV”, by and through their undersigned counsel, hereby moves to dismiss the Complaint filed by Plaintiff, the State of Rhode Island (“State”), and states as follows:

BACKGROUND

While the State attempts to create a legal basis to cast blame upon the JV for the failure of Washington Bridge North No. 700 (“Washington Bridge”), the State’s blame game is political and without a supportable legal basis.

The State’s decision to rehabilitate the Washington Bridge rather than build a new bridge rested solely with the State. In early-2021, the State solicited bids, via a Request for Proposals (“RFP”), for a design and construction project known as the I-195 Washington North Phase 2 Project (“Project”), which included rehabilitation of the Washington Bridge.

The State’s decision to procure the Project was rooted in the State’s multi-year analysis of the Washington Bridge, beginning, at a minimum, in 2019 and in connection with a separate contract (“2019 AECOM Contract”) between the State and AECOM Technical Services Inc. (“AECOM”). The 2019 AECOM Contract required AECOM to prepare a complex and robust Design-Build RFP Package for the Project (“2019 Design-Build Solicitation”), which analyzed the feasibility of the Project and required the preparation of mandatory, guiding design documents for the Project. The State’s guiding design documents were known as the Base Technical Concept (“BTC”). The BTC set the design threshold for the Project, which prospective bidders were *required* to advance.

The State’s decision to procure the Project turned out to be flawed after the discovery, in early-2024, of compromised post tension tendons in the beams after expensive (and previously unfunded) testing was authorized. Had the State performed that expensive testing prior to issuing the RFP for the Project, the rehabilitation portion of the Project would not have even hit the drawing board. Moreover, the State’s BTC, which the JV advanced as required by the State, failed to even address the structural deficiencies that led to the Project’s termination in early-2024. In other words, the State procured a Project and provided guiding design documents that failed to remedy the issues that led to the Project’s termination. Nevertheless, the State now seeks to shift the burden of its inadequate BTC and ultimate conclusion to procure a rehabilitation Project, when the condition of the Washington Bridge warranted demolition instead of rehabilitation.

ALLEGATIONS OF THE COMPLAINT

The State opened the Washington Bridge to traffic in 1968. Complaint (“Compl.”) at ¶ 19. The State admits that the “Washington Bridge has an extremely unusual design and may be the only bridge of its kind in the United States, if not the world.” *Id.* at ¶ 20. For over fifty years since the State’s construction of the Washington Bridge, the State has engaged in numerous measures to repair or rehabilitate it. *Id.* at ¶¶ 40-41, 46-67.

On or about March 17, 2021, after analyzing the feasibility of yet another rehabilitation project, the State solicited an RFP for the Project. *Id.* at ¶ 78; *see also id.* at J. “***A Second Attempt at Rehabilitation of the Washington Bridge: A Design-Build Rehabilitation Project***”. The State began preparing the solicitation documents for the Project in connection with the 2019 Design-Build Solicitation and the 2019 AECOM Contract. *Id.* at ¶¶ 76–77. The State highlights AECOM’s work related to the 2019 Design-Build Solicitation as:

Development of Base Technical Concept (“BTC”) documents, survey, comprehensive traffic analysis, geotechnical investigations, plan submission, shop

drawings, Request for Information (“RFI”) reviews, and the performance of construction phase services for this project as RIDOT’s representative throughout the construction work.

Id. at ¶ 77.

On July 2, 2021, the JV responded to the State’s RFP. *Id.* at ¶ 82. On September 1, 2021, the State awarded the Project to the Joint Venture and the State and the JV simultaneously executed the contract for the Project (“Contract”). *Id.* at ¶ 90. On October 19, 2023, the JV issued rehabilitation plans for the Project, which advanced the State’s BTC and which the State approved as contractually compliant. *Id.* at ¶ 91. However, nearly two months later, after previously inaccessible areas were exposed, the JV’s engineer of record, Vanasse Hangen Brustlin, Inc. (“VHB”), identified previously unknown structural issues with the Washington Bridge at Piers 6 and 7. *Id.* at ¶ 92-93. After the State’s further investigation into the structural issues, the State alone determined that “the only reasonable option is to demolish and replace the [Washington Bridge]” and terminated the Contract. *Id.* at ¶ 95. **Of significance, the State’s own contractual BTC failed to identify or address any of the structural issues that led to termination of the Contract.** Ex. 1, RFP, Part 2 – Technical Provisions, Appendix B.03 (Base Technical Concept).

LEGAL STANDARD

For purposes of a Rule 12(b)(6) motion, all allegations in the complaint are taken to be true. *Fuller Mill Realty, LLC v. R.I. Dep’t of Revenue Div. of Tax’n*, 313 A.3d 377, 381 (R.I. 2024). Additionally, because the State relies on contract documents which are central to the State’s claim, the Court may consider such documents for the purpose of ruling on the JV’s Motion. *Id.*

Here, all of the State’s factual allegations are expressly linked to the Contract, which is comprised of a confluence of contract documents relating to the State’s procurement of the Project (“Contract Documents”):

CONTRACT (CONTRACT DOCUMENTS): The agreement covering the performance of the work and the furnishing of materials required for the design and construction of the Project. The Contract shall include: the signature sheet, addenda, special provisions, required federal and state provisions, supplemental specifications, labor and wage schedules and other related material, BTC plans, RFP Part 2 (Technical Provisions) as amended, all exhibits, appendices, reference documents, amendments to the foregoing, all Change Orders issued, RFP Part 3 (Terms and Conditions), and the final Proposal accepted by the State. Capitalized terms appearing in the Contract and not otherwise defined shall have the meanings ascribed to them in Part 3 – Terms and Conditions, the final Technical Proposal, and any other documents by which the Contractor makes commitments to the State in the course of the procurement phase of the Design-Build process.

Ex. 2, RFP, Part 3 – Terms and Conditions, Appendix C (Abbreviations, Definitions And Terms).

While not attached to the State’s Complaint, the Contract Documents govern the relationship between the State and the JV and are integral to all of the State’s causes of action asserted against the JV. The Contract Documents are in direct contradiction to the State’s manufactured allegations, which are wholly inconsistent with the terms of the Contract. The Contract Documents must be considered for the purposes of this Motion. *See also Mokwenyei v. R.I. Hosp.*, 198 A.3d 17, 22 (R.I. 2018) (“[If] a complaint’s factual allegations are expressly linked to—and admittedly dependent upon—a document (the authenticity of which is not challenged), [then] that document effectively merges into the pleadings and the trial court can review it in deciding a motion to dismiss under Rule 12(b)(6).”)

In analyzing the Contract Documents, the Court shall “give words their plain, ordinary, and usual meaning.” *Chariho Reg’l Sch. Dist., by and through the Chariho Reg’l Sch. Comm. v. State*, 207 A.3d 1007, 1015 (R.I. 2019) (quoting *Botelho v. City of Pawtucket Sch. Dep’t*, 130 A.3d 172, 176 (R.I. 2016)). “If we do not discern any contractual ambiguity, ‘our judicial role becomes quite straightforward: the plain language . . . is to be applied.’” *Fuller Mill Realty*, 313 A.3d at 381 (R.I. 2024) (quoting *Papudesu v. Med. Malpractice Joint Underwriting Ass’n of R.I.*, 18 A.3d 495, 498 (R.I. 2011)).

ARGUMENT

I. The BTC and the State's role.

All of the State's causes of action against the JV should be dismissed. While the State identifies the Project as Design-Build, the reality is the State maintained complete control over the process and decision-making for the JV's design.

1.1.4. State's Role

The State's role in the Project will be similar in structure to its role in Design-Bid-Build projects. **The State intends to perform Project oversight, design acceptance or approval and construction acceptance and independent assurance actions for the limited purpose of ensuring that the DB Entity's work meets the requirements of the RFP and the Contract.** State oversight activities will include design reviews, design acceptance/approval at key design milestones (*i.e.*, Semi-Final Design Submittal, Final Design Submittal) and construction independent assurance and acceptance. The State will also serve as a liaison with regulatory agencies in connection with the DB Entity's application for Environmental Approvals and Clearances and amendments thereof. The State's performance of its role is with a full reservation of all its rights and the State does not waive the same. None of the State's role in the Project, however, shall relieve the DB Entity from its obligations as defined in the RFP and Contract.

Ex. 1, RFP, Part 2 – Technical Provisions (1.1.4 State's Role).

The State studied and tested the Washington Bridge from the moment it was constructed until the recent Project termination.

In 2019, the State determined that the bridge could be rehabilitated and undertook creation of a **required** preliminary design to guide the RFP process and **define the scope of the Project**, known as the BTC. Ex. 1, RFP, Part 2 – Technical Provisions (1.2.3 Preliminary Design Documents) (“A preliminary BTC design for the Project has been **completed by the State.**”) and (1.2.1 BTC-Related Reference Documents) (“The BTC, including preliminary design drawings and Special Provisions, has been developed in **order to define the State's minimum baseline design requirements**, which shall be met or exceeded by the DB Entity's final design.”)

The BTC is defined by the Contract Documents as:

BASE TECHNICAL CONCEPT (BTC). Base Technical Concept which is the set of requirements included in the RFP for the design and construction of any roadway, bridge, traffic management, drainage, utilities, and other work that defines the scope of the Project.

Ex. 2, RFP, Part 3 – Terms and Conditions, Appendix C (Abbreviations, Definitions And Terms);

Ex. 3, RFP, Part 1 – Instructions to Proposers (3.1. General Description of Base Technical Concept) (“The major features of the BTC design are as follows . . . Rehabilitation of the Washington Bridge No. 700 structure”).

RFP, Part 2 – Technical Provisions (3.13.1 General) provides as follows:

3.13. Bridge Design and Other Structures

3.13.1. General

The general scope of the Project is based on the BTC Drawings and Special Provisions, except as modified herein. The Project includes the construction of a new Waterfront Drive Off-Ramp Bridge, Gano Street On-Ramp Bridge, rehabilitation and strengthening of the Washington Bridge North No. 700 and widening of the Washington Bridge North in Spans 1 through 4 between the existing Gano Street Off-Ramp and the proposed Gano Street On ramp. Accelerated Bridge Construction techniques may be used on some or all the work to minimize the impact on existing traffic and to reduce the overall project schedule.

The general scope of work shall include the following anticipated work included in the BTC:

Current Bridge #	New Bridge #	Bridge Name	Treatment
070001	070001	Washington Bridge North	Rehabilitation & Widening
	126601	Gano Street On-Ramp Bridge	New
	126701	Waterfront Drive Off-ramp Bridge	New

Ex. 1.

RFP, Part 1 – Instructions to Proposers (2.1 General Description of the Design-Build Contracting Process and Project) additionally provides as follows:

The BTC identifies the bridges, and proposed treatment (Rehabilitation or New) shown in Table No. 1 as being required to support the proposed roadway layout. The Contractor shall determine the final location, layout, type, and dimensions of all elements of the bridges required to accommodate the roadways required to provide a final design that meets all of the requirements of the RFP and all design codes, guide and specifications applicable. All bridges, and other structures required to support the final design shall be included in this project as part of the Proposal and be included in the Price Proposal.

Table No. 1: Bridge Structures Anticipated to be Included in BTC (ID and Proposed Treatment)

Current Bridge #	New Bridge #	Bridge Name	Treatment
-	126601	Gano St. On-Ramp Bridge	New
-	126701	Waterfront Drive Off-Ramp Bridge	New
070001	070001	Washington Bridge North	Rehabilitation

Ex. 3.

The JV was contractually required to advance the BTC to final design. Ex. 3, RFP, Part 1 – Instructions to Proposers (3.1 General Description of Base Technical Concept) (“All Proposals shall meet the requirements of the RFP and incorporate the BTC without any exceptions to or deviations from the BTC”) and (“Following award of the Contract, the BTC . . . will become [the] Contractual obligation[] of the Proposer if it should obtain the Contract.”). **Importantly, the JV was not contractually required to evaluate whether or not the Project could proceed because that decision had already been made.** *Id.* (“The documents submitted by a Proposer shall be based on the BTC.”)

The JV was only asked to develop the final design, advancing the State’s BTC. *Id.* (2.1 General Description of the Design-Build Contracting Process and Project). The final design focused on the location, layout, type, and dimensions only, following the State’s required BTC. *Id.* (“The Contractor shall determine the final location, layout, type, and dimensions of all elements of the bridges required to accommodate the roadways required to provide a final design that meets all of the requirements of the RFP”); Ex. 1, RFP, Part 2 – Technical Provisions (1.2.1 BTC-Related Reference Documents) (“The DB Entity acknowledges by receipt of such documents [including the BTC] that it explicitly understands that while these documents have been advanced

to the level indicated by the State, the DB Entity shall be required to provide a final, complete Project design that is stamped, sealed and certified by its own Professional Engineers of Record.”)

In applying the plain language to the Contract Documents, these documents specify that:

- The JV was not allowed to vary from the State’s BTC;
- The JV was required to advance the BTC; and
- The BTC defines the scope of the Project.

The State ultimately ignores its own Contract Documents, and, more specifically, the BTC. Instead, the State’s Complaint summarily asserts a series of vague allegations not tailored to the Contract.

II. The State’s Complaint.

The State criticizes the JV’s final design as a basis for its causes of action against the JV. The State overlooks that, to sustain a cause of action against the JV, the State must allege the JV breached the Contract because the final design failed to meet the minimum baseline requirements set forth in the BTC. Ex. 1, RFP, Part 2 – Technical Provisions (1.2.1 BTC-Related Reference Documents) (“The BTC, including preliminary design drawings and Special Provisions, has been developed in order to define the State’s *minimum baseline design requirements, which shall be met or exceeded by the DB Entity's final design.*”). The State cannot do so and, as a result, cannot state a cause of action against the JV.

The State relies on the following allegation as a source of its complaint against the JV:

“On or about October 19, 2023, the Joint Venture issued rehabilitation plans . . . [that] still did not address the existence of any possible problems relating to the tie-down rods at Piers 6 and 7 and did not call for repairs to the post-tensioning systems.” Compl. ¶ 91. Noticeably absent from the State’s Complaint is any allegation that the BTC called for: (1) repairs to the tie-down rods at Piers

6 and 7; or (2) repairs to the post-tensioning systems. **In fact, the BTC failed to identify any repairs to the tie-down rods at Piers 6 and 7 or repairs to the post-tensioning systems.** Because the JV was contractually required to follow the BTC, the State cannot allege the JV breached the contract. To the contrary, the JV's final design is contractually compliant and advanced the State's contractually required BTC.

The State also criticizes the JV's proposal for the Project in that the proposal "repeatedly emphasized that if it were accepted, the result would be a rehabilitated [Washington Bridge] with a 25-year life expectancy." Compl. ¶ 82. The State's criticism in this regard makes a point of no significance. In its response to the RFP, and as required by the RFP, the JV notes: "we developed a technical approach that *advances the BTC* as provided in the RFP." Ex. 4, Technical Proposal, Binder 1¹. Once again, the State fails to allege that the JV's design fails to meet the BTC threshold regarding the 25-year life expectancy goal. Nor can it. As to the 25-year design life goal, the State represented that, if the BTC is met, the 25-year design life goal would be satisfied. The RFP provides, in pertinent part:

The overall goal of this project is to provide a 25-year design life for the rehabilitated structure; therefore, the DB Entity shall design and construct the bridge strengthening and rehabilitation with a minimum design life of 25 years. **The BTC plans** show one way to achieve this using link slabs to eliminate as many deck joints as possible, preventing future deterioration of beam ends.

Ex. 1, RFP, Part 2 – Technical Provisions (3.13.7.1. Washington Bridge Rehabilitation). The State's assertion that the JV's design failed to meet the 25-year life expectancy goal is simply an admission that the State's BTC was deficient. Yet, the State attempts to shift the burden of its inadequate BTC to the JV.

¹ Exhibit 4 is attached hereto in subparts (A, B, and C) due to upload limitations on the Court's docketing system.

A. The State’s contract-based claims (Counts XV, XVII, and XVIII) fail to state a claim upon which relief can be granted.

The State’s breach of contract cause of action (Count XV) fails to state a claim for which relief can be granted. “[U]nder Rhode Island law plaintiff must prove that (1) an agreement existed between the parties, (2) the defendant breached the agreement, and (3) the breach caused (4) damages to the plaintiff.” *Pickett v. Ditech Fin., LLC*, 322 F. Supp. 3d 287, 291 (D.R.I. 2018).

As described throughout, the State has failed to plead facts establishing a breach of contract. Rather, the State asserts a series of conclusory and vague allegations not tailored to the Contract. The State mischaracterizes the relationship between the State and the JV in an attempt to impute liability to the JV, where none exists. For example, the State alleges the JV breached the Contract by failing to:

- (a) conduct a detailed research and review of the bridge file for the Washington Bridge in conformance with the 2021 Design-Build Contract;
- (b) conduct an inspection of the Washington Bridge in conformance with the 2021 Design-Build Contract;
- (c) perform evaluations and report to the State as required by the 2021 Design-Build Contract;
- (d) recommend needed repairs in accordance with the 2021 Design-Build Contract;
and
- (e) otherwise comply with its contractual obligations.

Compl. ¶ 165.

As it relates to the Washington Bridge, the Contract at issue is a rehabilitation Project, not a research and review, inspection, performance evaluation, or repair recommendation project. The State ultimately fails to allege any breaches which correspond to the Contract that governs the State and the JV’s relationship. Accordingly, the State’s breach of contract claim must be dismissed.

The State critically fails to specify the JV's breach of any particular provision of the Contract. This alone is fatal to the State's Breach of Contract Count. When alleging a breach, plaintiffs must "describ[e], with substantial certainty, the specific contractual promise the defendant failed to keep." *Burt v. Bd. of Trs. of Univ. of R.I.*, 523 F. Supp. 3d 214, 220 (D.R.I. 2021), *aff'd*, 84 F.4th 42 (1st Cir. 2023); *Berard v. Ryder Student Transp. Servs., Inc.*, 767 A.2d 81, 83–84 (R.I. 2001) (underscoring that a viable complaint must "give the opposing party fair and adequate notice of the type of claim being asserted."). The State has failed to identify, with any certainty, the specific contractual promise the JV purported to breach.

Crucially, the State's indemnity protections under the Contract are derivative of the JV's breaches under the Contract. The State concedes to the same. Compl. at ¶¶ 173-182; *see also* 220-RICR-30-00-13.21 ("[JV] shall defend, indemnify, release and hold harmless the State . . . arising out of, or related to, directly or indirectly, in whole or in part, [JV's] breach of the Contract or the act(s), error(s) or omission(s) of the [JV] . . ."). Thus, because the State's contractual indemnity causes of action (Count XVII and Count XVIII) are derivative of the State's breach of contract claim, which the State has failed to sufficiently plead, the State likewise fails to state a claim upon which relief can be granted as it relates to the State's contractual indemnity claims.

B. The State's negligence claim (Count XVI) is barred by the economic loss doctrine and therefore it fails as a matter of law.

The State's tort-based claims fail to state a claim upon which relief can be granted. To the extent the JV owes the State any duty that governs the JV's standard of care, that duty must exist in contract. *See* 220-RICR-30-00-13.22 ("In addition to the specific requirements imposed by the State in the Contract, a Vendor engaged by the State shall generally have the following standard responsibilities: 1. Perform services in accordance with applicable standards of professional skill and care or as otherwise provided in the solicitation or Contract. . . .") There is no independent

duty arising under common law, statute, or other law from which the State may derive such a duty. Nor does the State identify one in its Complaint.

The State's negligence claim is barred by the economic loss doctrine, which in its simplest terms, bars the use of negligence or strict liability theories for recovery of economic losses arising out of commercial transactions where the loss is not a consequence of an event causing personal injury or damage to other property. *See 6 Bruner & O'Connor Construction Law* § 19:10.

Pursuant to the economic loss doctrine, “a plaintiff is precluded from recovering purely economic losses in a negligence cause of action.” *Hexagon Holdings, Inc. v. Carlisle Syntec Inc.*, 199 A.3d 1034, 1042 (R.I. 2019) (quoting *Franklin Grove Corp. v. Drexel*, 936 A.2d 1272, 1275 (R.I. 2007)). In other words, under the economic loss doctrine, a plaintiff may not recover damages under a negligence claim when the plaintiff has suffered no personal injury or property damage. *See Bos. Inv. Prop. # 1 State v. E.W. Burman, Inc.*, 658 A.2d 515, 517 (R.I. 1995). Moreover, where there are damages in the construction context between commercial entities, the economic loss doctrine will bar any tort claims for ‘purely economic damages.’” *Hexagon Holdings, Inc.*, 199 A.3d at 1042 (quoting *Franklin Grove Corp.*, 936 A.2d at 1275). The Rhode Island Supreme Court has explained that “commercial transactions are more appropriately suited to resolution through the law of contract, than through the law of tort.” *Franklin Grove Corp.*, 936 A.2d at 1275.

The Rhode Island Supreme Court's adoption of the economic loss doctrine confirms that contract principles override tort principles when parties have entered into a contract to “protect against potential economic liability” and that “if tort and contract remedies were allowed to overlap,” then it would chill business activity because of interference with risk allocation.” *E.W. Burman*, 658 A.2d at 517. It “is the very essence of the economic loss doctrine” that parties should

“utilize contract law to protect themselves from economic damages.” *Franklin Grove Corp.*, 936 A.2d at 1277 (quoting *E.W. Burman*, 658 A.2d at 517).

The State’s damages need not to be purely economic in a literal sense to be considered economic for purposes of applying the economic loss doctrine. For example, in *Franklin Grove Corp. v. Drexel*, the plaintiff, Franklin Grove Corporation (“Buyer”), purchased property for a residential development. 936 A.2d 1272, 1273 (R.I. 2007). Under the purchase and sale agreement for the property, the sellers were required to obtain a wetland permit and hired an engineer, William Drexel (“Engineer”), to complete the work necessary to secure the permit. *Id.* The Buyer hired a surveyor, National Land Surveyors (“Surveyor”), to survey the Property in preparation for construction and hired a second company, TNT Development Corporation (“Excavator”), to excavate the foundation. *Id.* at 1273–74. After the house was constructed, the Rhode Island Department of Environmental Management (“RIDEM”) issued a notice of violation to the Buyer directing it to restore the wetlands that the Excavator had improperly removed for the construction of the house. *Id.* at 1274. Although there was physical damage to the wetlands, the actions or inactions that led to the damage were subject to commercial contracts—in other words, the Buyer’s damages emanated from the Excavator’s performance of its contractual obligations. *Id.* at 1277. Thus, the Buyer’s damages were economic in nature and within the purview of the economic loss doctrine. *Id.* at 1278.

Similarly, in *Hexagon Holdings, Inc. v. Carlisle Syntec, Inc.*, the plaintiff, Hexagon Holdings, Inc.—a commercial entity—entered into a construction contract with a general contractor, A/Z Corporation, for the construction of a new office building. 199 A.3d 1034, 1036 (R.I. 2019). In turn, AZ Corporation hired a roofing subcontractor, McKenna Roofing and Construction, Inc. (“McKenna”) to install a roof, which began to leak after installation. *Id.*

Although the roof was commercial property, the repair of the roof—albeit a failed repair—was subject to a contract. The parties entered an arms-length deal for the construction of the roof and had the opportunity to allocate the risk accordingly. *Id.* at 1043. Notwithstanding the physical damage to the roof, the plaintiff’s damages in *Hexagon Holdings* were economic for the purpose of applying the economic loss doctrine. *Id.*

Here, the RFP and the JV’s proposal comprise the Contract between the State and the JV (*i.e.*, Aetna and Barletta) for the rehabilitation of the Washington Bridge. There is direct contractual privity between the State and the JV and the State’s damages (if any) emanate from the JV’s alleged failure to comply with its performance obligations under the Contract.² As the Rhode Island Supreme Court’s decisions in *Franklin Grove* and *Hexagon Holdings* make clear, although the State’s purported damages may involve damage to property, namely, the Washington Bridge, the actions or inactions that led to the damage are subject to a commercial contract—therefore, the State’s damages can only be economic in nature. The State and the JV contractually allocated the risk of failed remediation efforts by way of the Contract and it follows that contract principles (as opposed to tort principles) are more appropriate for addressing the State’s alleged harms.

In short, there is no independent duty arising under common law, statute, or other law sufficient to support a claim of negligence against the JV. Further, because the State’s damages can only be economic in nature, the State’s negligence claim against the JV is barred by the economic loss doctrine and fails to state a claim upon which relief can be granted.

² The State claims to have suffered both “physical damages to its property and economic damages . . .” (Compl. at ¶¶ 166, 171, 177.) However, as explained above, the State’s damages with respect to the Washington Bridge can only be economic in nature.

C. The State’s claims for non-contractual declaratory relief do not present a justiciable controversy and must be dismissed (or, at a minimum, stayed).

The State’s claims for declaratory relief (*i.e.*, Count XIX (Declaratory Relief Regarding Non-Contractual Indemnity) and Count XX (Declaratory Relief regarding Contribution)) rely on the occurrence of a contingent future event that is uncertain to ever occur, namely, a third party suing and obtaining an adverse judgment against the State for damages in connection with the closure of the Washington Bridge. Accordingly, Count XIX and Count XX do not present justiciable controversies and must be dismissed (or at a minimum, stayed).

Rhode Island’s Uniform Declaratory Judgments Act, R.I. Gen. Laws § 9–30–1 *et seq.* (the “UDJA”) vests the Superior Court with the “power to declare rights, status, and other legal relations whether or not further relief is or could be claimed.” R.I. Gen. Laws § 9–30–1. At the outset, in assessing whether Count XIX (Declaratory Judgment Regarding Non-Contractual Indemnity) and Count XX (Declaratory Judgment Regarding Contribution) state a claim for declaratory relief, this Court must determine whether the State has alleged an actual justiciable controversy. *See, e.g., N&M Props., LLC v. Town of W. Warwick*, 964 A.2d 1141, 1145 (R.I. 2009) “Without making this initial determination, the court does not have jurisdiction to entertain the claim.” *Id.* at 1144–45.

“For a claim to be justiciable, two elements must be present: (1) a plaintiff with the requisite standing; and (2) some legal hypothesis which will entitle the plaintiff to real and articulable relief.” *Id.* (citations omitted). “The standing inquiry is satisfied when a plaintiff has suffered ‘some injury in fact, economic or otherwise.’” *Id.* (citations omitted). Injury in fact has been defined as “an invasion of a legally protected interest which is (a) concrete and particularized . . . and (b) actual or imminent, not ‘conjectural’ or ‘hypothetical.’” *Id.* (citations omitted). Although *N & M Properties* framed the first prong as a question of “standing,” because the overall test is

one of justiciability, and ripeness is a justiciability doctrine, ripeness principles are also applicable and ought to be applied. *See Watson v. Fox*, 44 A.3d 130, 135 n.12 (R.I. 2012) (including standing and ripeness in list of “specific categories of justiciability”). “As a general rule, a claim is not ripe for adjudication if it rests upon ‘contingent future events that may not occur as anticipated, or indeed may not occur at all.’” *State v. Gaylor*, 971 A.2d 611, 614–15 (R.I. 2009) (quoting *Thomas v. Union Carbide Agric. Prods. Co.*, 473 U.S. 568, 580–81 (1985)). Thus, to meet the standing prong, the State’s Complaint must allege an injury that is concrete and particularized, actual or imminent, but not conjectural, hypothetical, or resting upon future events. *See Gaylor*, 971 A.2d at 614-15; *N & M Props.*, 964 A.2d at 1145.

In *N&M Properties*, the Rhode Island Supreme Court laid out the following concerning the second “legal hypothesis” prong of the justiciability analysis:

The second requirement for justiciability is that the facts postulated yield to some conceivable legal hypothesis which will entitle the plaintiff to some relief against the defendant. *Goodyear Loan Co. v. Little*, 107 R.I. 629, 631, 269 A.2d 542, 543 (1970) (citing 1 Anderson, *Actions for Declaratory Judgments* § 14 at 59 (2d ed. 1951)). A well-respected treatise has explained that “[w]here a concrete issue is present and there is a definite assertion of legal rights coupled with a claim of a positive legal duty with respect thereto which shall be denied by adverse party, then there is a justiciable controversy calling for the invocation of the declaratory judgment action.” 1 Anderson, § 14 at 62. If the court determines there is no justiciable controversy, the court can go no further, and its immediate duty is to dismiss the action *Id.* § 9 at 49–50.

N&M Props., LLC, 964 A.2d 1141 at 1145–46.

i. The State’s claim for non-contractual indemnity (Count XIX) fails as a matter of law.

The State cannot meet one of the necessary elements to establish that it is entitled to declaratory relief for a future claim for non-contractual indemnification. This is because the Complaint does not allege that the State is liable to a third party in relation to an existing lawsuit concerning the closure of the Washington Bridge.

Notably, although the right to indemnity traditionally arose from contract, express or implied, Rhode Island follows the modern trend which also recognizes claims for indemnity on the basis of equity. *See, e.g., Helgerson v. Mammoth Mart, Inc.*, 335 A.2d 339, 341 (R.I. 1975) (“We agree that [the] concept [of equitable indemnity] is sound and should be followed in this state.”). The elements of a claim for equitable indemnity are as follows:

- (1) The party seeking indemnity must be liable to a third party;
- (2) The prospective indemnitor must also be liable to the third party; and
- (3) As between the prospective indemnitee and indemnitor, the obligation ought to be discharged by the indemnitor.

Wampanoag Group, LLC v. Iacoi, 68 A.3d 519, 524 (R.I. 2013).

Here, the State claims that “[t]o the extent that *in the future*, the State may be held liable to one or more third parties as a result of the active fault and wrongful conduct of [the Defendants], the State, as the entity passively at fault, is entitled to indemnity” from, *inter alia*, the Joint Venture. Compl. at ¶ 184 (emphasis added). Upon review of the Complaint, however, the State does not allege that anyone has filed a lawsuit concerning the Washington Bridge closure that would subject the State to potential liability, let alone that anyone has obtained an adverse judgment against the State. Count XIX of the Complaint does not pass muster under the first prong of the justiciable controversy test because the State cannot establish that it is liable to a third party as a result of the JV’s actions or inactions under the Contract. Further, a third-party claim against the State would presumably seek damages for economic losses arising from the closure of the Washington Bridge. Assuming that is the case, the economic loss doctrine would bar the State’s non-contractual indemnity claim against the JV.³

³ The JV refers to this Court’s decision in *Aisle Five Realty, LLC v. Ransom Consulting f/k/a Ransom Env’t Consultants, Inc.*, C.A. No. PC-2018-7865 (R.I. Super. July 7, 2021) (Stern, J.), a copy of which is attached hereto as Exhibit 5.

Based on the foregoing, the State cannot meet the first prong of the justiciability analysis, namely, that it has suffered an actual injury such that it has standing to seek declaratory relief. Accordingly, Count XIX (Declaratory Relief Regarding Non-Contractual Indemnity) is not justiciable and should be dismissed (or, at a minimum, stayed) as it relates to the JV.

ii. The State’s claim for contribution (Count XX) also fails as a matter of law.

The State also cannot meet one of the necessary elements to establish that it is entitled to a declaration that it is entitled to contribution from the JV for a contingent third-party claim, and even if it could, the State’s contribution claim would also be barred by the economic loss doctrine.

Rhode Island’s Uniform Contribution Among Tortfeasors Act (“UCATA”) confers a statutory right to contribution among joint tortfeasors. *See* R.I. Gen. Laws § 10-6-3 (“[T]he right of contribution exists among joint tortfeasors; provided however, that when there is a disproportion of fault among joint tortfeasors, the relative degree of fault of the joint tortfeasors shall be considered in determining their pro rata shares.”) However, “there can be no contribution unless the injured person has a right of action in tort against both the party seeking contribution and the party from whom contribution is sought. The right of contribution is a derivative right and not a new cause of action.” *Cacchillo v. H. Leach Mach. Co.*, 305 A.2d 541, 542 (R.I. 1973).

Here, much like Count XIX, Count XX relies on a contingency that has not yet occurred and is uncertain to ever occur. Specifically, the State claims that “[t]o the extent *that in the future*, the State may be held liable to one or more third parties as a tortfeasor, the State is entitled to contribution” from the JV, among others. Compl. at ¶ 188 (emphasis added). The State does not claim that a third party has sued the State for damages resulting from the closure of the Washington Bridge such that the JV or its constituents may be held liable under a derivative contribution theory. Count XX of the Complaint (like Count XIX) does not pass muster under the first prong of the

justiciability test because the State cannot establish that it is liable in tort to a third party as a result of the JV's actions or inactions. Even if the State were somehow found liable to a third party in tort, the hypothetical third party's damages would presumably be economic in nature and therefore barred by the economic loss doctrine.⁴

The State cannot establish that there is any existing lawsuit, let alone an adverse judgment, that subjects the State to liability under a tort theory of recovery. It follows that Count XX (Declaratory Relief Regarding Non-Contractual Indemnity) is not justiciable and should be dismissed (or, at a minimum, stayed).

CONCLUSION

While the State has advanced its Complaint against the JV in an effort to cast blame for political purposes, the facts alleged simply do not support its claim. It is legally absurd to suggest that the JV is responsible for the cost of demolition and other damages when the State developed and approved the BTC which mandated rehabilitation of the bridge.

The State's Go/No Go decision on whether to proceed with rehabilitation in lieu of demolition has always rested with the State. That Go/No Go decision is the only decision that changed which resulted in the termination of the Project.

For the reasons set forth throughout, the JV respectfully requests that the Court dismiss the JV and its members from the State's action in its entirety.

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ATTORNEY SIGNATURES ON FOLLOWING PAGE]**

⁴ See note 3, *supra*.

Dated: October 31, 2024

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on Thursday, October 31, 2024, I filed and served *Defendant Barletta/Aetna I-195 Washington Bridge North Phase 2 JV's Motion to Dismiss Plaintiff's Complaint* through the electronic filing system on all counsel of record.

The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Jeffery B. Pine

Jeffrey B. Pine

EXHIBIT 1



I-195 WASHINGTON BRIDGE PROVIDENCE

PROVIDENCE, RHODE ISLAND

Bid# 7611889

BEST VALUE DESIGN-BUILD
PROCUREMENT FOR BRIDGE GROUP
57T-10: I-195 WASHINGTON NORTH
PHASE 2
REQUEST FOR PROPOSALS

PART 2
TECHNICAL PROVISIONS

March 17, 2021

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

I-195 WASHINGTON NORTH PHASE 2

PROVIDENCE, RHODE ISLAND

DESIGN-BUILD PROCUREMENT

REQUEST FOR PROPOSALS

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Section 1. Project Requirements and Provisions for Work

1.1. Project Management

1.1.1. Project Overview

The project (the "Project") includes rehabilitating and partially widening the superstructure of the Washington Bridge No. 700 and the Gano Street off-ramp; restriping the I-195 westbound mainline between Broadway in East Providence and the Washington Bridge to maintain four (4) lanes throughout the corridor, eliminating the current lane drop; adding an exit ramp to connect I-195 westbound to Waterfront Drive in East Providence; and constructing a new bridge to carry traffic from Gano Street to I-195 westbound (Gano St. on-ramp). These infrastructure improvements will be undertaken to restore structural sufficiency and to alleviate chronic traffic congestion on Interstate 195 from the Massachusetts state line to the South Main Street exit. The Project includes partial demolition and rehabilitation of selected bridges, construction of new bridges, roadway reconstruction, retaining wall construction and other associated work. The bridges and retaining walls will be as required to support the proposed roadway layouts required for the final highway design.

The BTC includes but is not limited to: partial bridge demolition, bridge rehabilitation, bridge construction, roadway construction and reconstruction, retaining wall construction, drainage construction, landscaping construction, temporary and permanent utility relocation, handling and disposing of contaminated materials, and modification to and installation of traffic signals.

The DB Entity shall determine the final location, layout, type and dimensions of all elements of the bridges required to accommodate the roadways required to provide a final design that meets all of the requirements of the RFP and all applicable design codes, guides and specifications. All bridges, retaining walls and other structures required to support the final design shall be included in this project as part of the Proposal and be included in the Price Proposal.

Some or all of the work may be built using Accelerated Bridge Construction techniques as required to meet the construction schedule and traffic maintenance requirements. Accelerated Bridge Construction methodologies that shall be considered for use on this project include but are not limited to the use of Prefabricated Beam Units (PBUs), prefabricated or precast concrete elements, lateral slide methods, self-propelled modular transporters and other applicable methods.

Historical plans for the existing bridges are provided in Appendix B. The BTC is provided in Appendix B.

Construction of the highway improvements and rehabilitation and new construction of the bridges will proceed in stages. In each stage, all traffic on Interstate I-195, ramps, and all other roadways shall be maintained as required in the BTC, unless specifically stated otherwise in this RFP.

Construction of certain work may be limited to a certain number of consecutive calendar days for each stage. During each specified period, the DB Entity shall complete the identified items of work as specified in the RFP. The completion of certain items of work may be associated with a milestone for which an incentive may be offered for early completion, or disincentives and/or liquidated damages may be assessed for late completion. Milestones, Incentives and Disincentives are outlined in Section 8 of Part 2 of the RFP. Liquidated Damages are outlined in Section 108.8 of Part 3 of the RFP.

1.1.2. General

The DB Entity shall plan, schedule and execute all aspects of the Work and shall be responsible for coordinating its activities with all parties directly affected by the Work. The DB Entity shall document, and report all Work in accordance with the Contract requirements. Members of a DB Entity/Joint Venture cannot be hired as a subcontractor by the DB Entity to perform out-of-scope work. The DB Entity shall be responsible for distribution of all plan sets to the State and other parties.

The DB Entity is responsible for the final design of all aspects of the Project. The DB Entity shall comply with the requirements outlined in RIDOT's BUILD Grant Application including but not limited to, safety improvements (crash reduction) and traffic operational improvements (travel time reduction) as outlined in the BUILD Grant Application document included in Appendix B. Per direction from the State and subsequent to the BUILD Grant Application approval, the I-195 WB to Gano Street off-ramp movement will be maintained as part of the proposed project improvements.

1.1.3. Project Management

The DB Entity shall, at all times, provide a Project Manager (who has been approved by the State) who will have full responsibility for the prosecution of the Project and will act as the primary point of contact in all matters on behalf of the DB Entity. Their responsibilities shall include oversight and integration of design, procurement, and construction, as well as Quality Control for all activities. The DB Entity shall not change this manager without the prior written approval of same by the State; whether or not to give such approval will lie in the State's sole discretion, however the State and DB Entity will coordinate and cooperate if Key Personnel changes are necessary. In the event that the DB Entity fails to obtain approval of a replacement before the existing Project Manager leaves, the DB Entity shall not be entitled to receive any progress payments hereunder until such time as the approved replacement has started work on the Project.

1.1.4. State's Role

The State's role in the Project will be similar in structure to its role in Design-Bid-Build projects. The State intends to perform Project oversight, design acceptance or approval and construction acceptance and independent assurance actions for the limited purpose of ensuring that the DB Entity's work meets the requirements of the RFP and the Contract. State oversight activities will include design reviews, design acceptance/approval at key design milestones (*i.e.*, Semi-Final Design Submittal, Final Design Submittal) and construction independent assurance and acceptance. The State will also serve as a liaison with regulatory agencies in connection with the DB Entity's application for Environmental Approvals and Clearances and amendments thereof. The State's performance of its role is with a full reservation of all its rights and the State does not waive the same. None of the State's role in the Project, however, shall relieve the DB Entity from its obligations as defined in the RFP and Contract.

1.1.5. Federal Highway Administration's (FHWA) Role

This project is Federally funded with Title 23 funds. The Contractor shall conform to all Federal Laws and Regulations including but not limited to those reference herein. FHWA will conduct oversight reviews to ensure compliance with FHWA rules and requirements.

1.2. Reference Documents and Standards

Reference Documents and Standards provide the basis for the design and construction of the Project.

1.2.1. **BTC-Related Reference Documents**

The BTC, including preliminary design drawings and Special Provisions, has been developed in order to define the State's minimum baseline design requirements, which shall be met or exceeded by the DB Entity's final design. In the event that the DB Entity, through design development, proposes changes to its Technical Proposal or the BTC requirements, it shall submit to the State a request for change and include in it a written justification in their technical submission for the State's review and concurrence before incorporating any changes into a Design Submission. Proposed changes to the accepted proposed design will be considered a construction change and will not be considered "design development". Any proposed changes to the BTC that are not demonstrated to be equal or better than the BTC or that are, in the sole opinion of the State, found not to be in the best interest for the State, will be rejected. Any proposed changes to the BTC that are found to be in the best interest for the State will be approved.

All attached historical documents, design reports; preliminary design documents, and BTC documents shall be considered for reference only, except when specific requirements included therein are referenced in the RFP. It shall be the DB Entity's responsibility to evaluate the information included in the reference documents when developing the final design. The DB Entity acknowledges by receipt of such documents that it explicitly understands that while these documents have been advanced to the level indicated by the State, the DB Entity shall be required to provide a final, complete Project design that is stamped, sealed and certified by its own Professional Engineers of Record, Land Surveyor of Record, and Landscape Architect of Record, for review and approval by the State and possible third parties. The Professional Engineers, Land Surveyor, and Landscape Architect shall be registered in the State of Rhode Island and Providence Plantations.

Revisions or additions to information in the reference documents being provided may be necessary, based on comments received during ongoing reviews. The State makes no representations as to the accuracy or completeness of information contained in any documents not obtained from the State and will not be responsible in any way for the DB Entity's reliance on or use of the contents of such documents. See Appendix B for a complete listing of Project-specific reference documents.

1.2.2. **AASHTO, State, and Other Applicable Standards**

AASHTO, State, and other reference standards are applicable to the final design and construction documents to be developed by the DB Entity, including, but not limited to the State's **LRFD Bridge Design Manual, Highway Design Manual, Traffic Design Manual, Standard Specifications for Road and Bridge Design, Design Policy Memos, To All Consultants Memos, Manual on Uniform Traffic Control Devices (MUTCD), and any applicable Specifications, Supplements and Special Provisions** and all other applicable documents. Some or all of these documents are available on the State's website. (Please note: these manuals should not be considered to represent a comprehensive list of all required documents. Additional specifications and State Standards may apply to the given matter.)

All work performed under this Contract (as it may be amended) shall be in conformance with AASHTO and State standards, except to the extent that the Contract specifically allows exceptions stated within this RFP. In the case of a conflict between different individual standards, the more stringent requirements shall apply. Where dates are not specified, the most current version in effect as of the issuance of the Notice to Proceed shall apply.

All BTC plans have been prepared using AutoCAD. AutoCAD files have been advanced beyond the plotted BTC plans. The plotted (.pdf) BTC plans shall govern design criteria for final design. The State does not claim that all BTC Drawings conform entirely to RIDOT CAD standards. The DB Entity shall prepare Drawings in accordance with the State's Standards. Any changes to the selected standards, including adjustments made as required for Building Information Modeling software (if used), shall be submitted and approved by the State.

1.2.3.Preliminary Design Documents

A preliminary BTC design for the Project has been completed by the State. The BTC has been developed to a pre-30% design.

The DB Team shall only be able to rely on these Preliminary Design Documents for conceptual design purposes. Information shown on Preliminary Design Document plans, including but not limited to dimensions, clearances, elevations, structural member sizes, and details shall not be relied upon for bidding purposes or for Final Design.

1.2.4.Historical Documents

Historical documents are available for the bridge structures and adjacent roadways. This includes, but is not limited to, the original bridge plans, roadway plans, and bridge inspection reports. Construction records from the Phase 1 construction project will be made available to prospective bidders if requested through the State's Public Records Requests process. However, any such Public Records Requests shall not relieve the proposer from meeting all required procurement deadlines within this RFP.

1.3. Administration and Coordination

1.3.1.Introduction

Public involvement and communications are essential to the Project's development and construction. The State has worked with stakeholders and elected officials on this Project to facilitate open communication and information sharing about the Project. To continue this outreach and to fulfill related commitments, the State anticipates that extensive coordination and public outreach shall be required during the final design and construction of the Project.

The DB Entity shall work closely with the State to engage the public and communicate Project information. The State will use available resources to communicate Project information including, but not limited to, broadcast and print media, variable message signs, State-maintained dedicated Project website, social media, existing State websites and other State of Rhode Island websites, fliers, fact sheets, newsletters, email, presentations, briefings, meetings, and signs. The DB Entity will have an important role in public involvement and communications and shall support the State by preparing materials, presentations, and any other media required for communicating Project information to all interested persons, groups and government organizations. All materials, where appropriate, shall incorporate the Project's message points, which will be provided by the State. All costs for the preparation of these materials and the DB Entity's participation shall be included in the Design-Build Lump Sum price. The materials shall include, at a minimum:

- a. Information for bi-weekly construction updates, including fourteen (14) day look-ahead schedules, detailed updates for the upcoming two weeks: including anticipated problems and any changes in information to be provided to the public.
- b. Photographs of Project activities for posting on the Project website immediately after completion of milestones (such as completion of substructure, superstructure erection,

Stage I construction, etc.). The DB Entity shall provide photographs of Project activities to the State for its use throughout the Project.

- c. Presentation slides, presentation boards, and graphics for one Public Information Meeting.
- d. Daily traffic updates and alerts.
- e. Detour maps of each detour route for use on the website and distribution to media, stakeholders' groups, etc. Various graphics and animations of the traffic phasing for use in public outreach. A sample of the type of animation can be found at the following links
 - https://www.youtube.com/watch?v=S1ljZ_K4XKM [youtube.com]
 - https://youtu.be/wCuP_BehXFs [youtu.be]
 - <https://www.youtube.com/watch?v=loUozzu7JNE>

1.3.2. Briefings and Meetings.

The DB Entity shall:

- a. Attend bi-weekly coordination meetings with the State and other stakeholders as determined by the State and shall record and submit meeting minutes to the State for approval.
- b. Prepare and provide briefings and meetings for interested neighborhood groups, business and professional groups, and other organizations.
- c. Prepare for and attend meetings with stakeholders, construction meetings, Semi-Final design public informational meetings, and meetings before milestones and major traffic changes; and prepare and provide graphics, other visual aids, and handouts for public meetings and hearings.

1.3.3. Public Information.

The DB Entity shall:

- a. Provide information and content for the State's Project website to be maintained by the State, including announcements for public meetings, agendas, presentations, and minutes, plans, detour routes, etc. that may be posted by the State on the Project website.
- b. Provide photographs and video footage of Project activities to the State throughout the Project for posting on the Project website, especially right after completion of milestones.
- c. Information for bi-weekly construction updates, including ninety (90) day look-ahead schedules, detailed updates for the upcoming two weeks; including anticipated problems and any changes in information to be provided to the public.
- d. Develop a public communications plan for submittal and acceptance by the State. This plan shall include but not be limited to updating the public on the status of the Project; coordinating briefings (for elected and municipal officials, for example); and providing strategic planning, coordination, and staffing for public meetings.
- e. Develop a Project Public Involvement Plan to keep stakeholders informed during all stages of design and construction.
- f. Provide input and content as requested by the State for public outreach.

1.3.4. Public Information Materials.

The DB Entity shall:

- a. Produce multilingual (English and Spanish minimum) newsletters and fact sheets at key points in the Project; and shall design a template for a general Project fact sheet, providing a draft copy to the State for its approval. The goal of these materials will be to provide the basic information about the Project to the public and a record of the Project for the future.
- b. Prepare presentation boards, slide shows, and displays.
- c. Prepare “camera-ready” detour maps of each detour route for distribution to media, stakeholder groups, etc. and for use on the Project website.

1.3.5. Police, Fire, and Emergency

The DB Entity shall coordinate with the State the preparation of updates on Project work and information, to be forwarded to the State for formal coordination with State Police, local Police, Fire, and Emergency Responders from the Cities of Providence, East Providence and surrounding cities and towns. The DB Entity, along with the State, shall be required to hold meetings with the emergency response personnel listed above, in order to review with them upcoming construction work and Maintenance and Protection of Traffic (MPT) plans. These meetings shall occur at least thirty (30) days prior to any major construction sequence. At any of the Emergency Personnel's request, these meetings may occur more frequently. The DB Entity shall also coordinate with Emergency Responders for adjacent projects.

1.3.6. Coordination with Other Projects

In addition to the requirements of Section 105.07 of the General Provisions (Part 3), during the construction phase of the Project the DB Entity shall be required to coordinate its efforts with local and government agencies including the municipalities of Providence, and East Providence, community groups, adjacent land owners, utility companies and other planned State projects that may be under design or construction during the construction phase of the Project. The coordination shall include, but is not limited to, providing sufficient notice of roadway closures and/or other significant operations prior to their occurrence. The DB Entity shall review design plans and shall coordinate and monitor the work of any entity performing or proposing work adjacent to the Project. The DB Entity shall anticipate allocating responsible personnel to this aspect of the Project.

The Rhode Island State Transportation Improvement Program (TIP) is depicted graphically at the following site:

<http://ridoa.maps.arcgis.com/home/index.html>

This website contains information on adjacent projects. It is the responsibility of the Proposer to seek out and identify with any other entity's work on other public or private projects in the area on and adjacent to the Site.

The DB Entity shall be responsible to coordinate its work on the Project with any other entity's work on other projects in the area on and adjacent to the Site. At times it may be necessary for the DB Entity to allow adjacent State project's contractors coordinated access to and through the Project area. This will not be deemed justification for a Project time or cost claim or delay unless access to the project is denied for more than 2 consecutive calendar days or a total of 10 days in a calendar year.

The DB Entity shall coordinate with the Henderson Bridge Replacement Project. That project will be utilizing Waterfront Drive and/or Valley Street as part of their traffic detour routes. As such, the

proposed connector street between Valley Street and Waterfront Drive shall be completed and open to traffic before the closure of the southern end of Valley Street will be allowed.

The DB Entity shall coordinate with the Tolling DB Contractor for the proposed toll gantries including the location of any service connections and drilled shaft foundations to be located in the median and outside of the shoulders of I-195. The toll gantry installation is complete and final design drawings for that project can be found in Appendix B. The DB Entity shall give the Tolling DB Contractor 30 days advance notice of any lane shifts and anticipated durations of lane shifts and shall coordinate time for the Tolling DB Contractor to access the work zone to shift and test tolling equipment. The Tolling DB Contractor is expected to move the tolling gantry equipment at the same time as the DB Entity is performing the lane shifts near and under the gantry. Both DB teams will be required to work simultaneously in order to maintain tolling operations at all times.

Any alterations or deviations from the traffic management plan due to conflicts with an adjacent project's MPT plan shall be coordinated by the DB Entity with the State.

1.3.7. Coordination of Traffic Officers

The DB Entity shall coordinate the satisfaction of all Project MPT requirements through the State's field representative. The State handles traffic persons in various ways.

State and Local Police Officers shall be managed in accordance with the Standard Specifications, Article 9.70 as revised by this RFP, with respect to orders and payments issued to them.

After the DB Entity submits and the State approves the number of State or Local Police to be used, in accordance with the Standard Specifications, the State will engage the appropriate State or Local Police Officers. The State will cover the costs for the approved services of State or Local Police Officers by making a direct payment for them to the Department of Emergency Services and Public Protection. Payment for State or Local Police Officers used by the DB Entity for its convenience, not approved by the State, is the responsibility of the DB Entity. No separate payment item for State or Local Police Officers is included in the Contract.

Any costs associated with coordination of State or Local Police Officers shall be included under the DB Lump Sum Price.

Other Traffic persons including but not limited to, Uniformed Flaggers, shall be included under the DB Lump Sum Price and no separate payment item for Traffic persons or their overtime is included in the Contract.

1.4. Risk Management

The following are potential significant risks that have been identified by the State. Proposers shall address in their Proposals how they will mitigate these risks. Proposers shall also identify any other significant Project risks and propose mitigation of any such risks.

1.4.1. Utilities

There are many existing utilities that pass through the Site, including water, sewer, electric, gas, cable, fiber optics, ITS, and others. The BTC, survey mapping and historical construction drawings show those utilities that have been identified within the Project limits. The suggested sequence of construction is designed to minimize the potential for detrimental effects on these utilities within the constraints of the Project. The selected Proposer shall be charged with preventing such Project effects. Placement of equipment and materials over existing underground utilities could present a risk of damage to utilities.

As with any large project to be constructed, there is a potential that active utility lines may be encountered that have not yet been identified by or to the State. To mitigate this risk, the State has performed a preliminary utility investigation. Record drawings have been obtained and examined. The information obtained from this investigation is provided on the BTC Plans, but it was supplied by third parties and should be considered only approximate. The DB Entity shall perform its own research and due diligence in an effort to identify all active utilities prior to commencement of construction activities.

1.4.2. Right of Way

Existing right-of-way boundaries and easements have been identified by the State in the BTC. Access to land outside the limits is not guaranteed. Temporary construction easements and/or permanent easements may be required to complete the Project. The DB Entity is responsible for the acquisition of any property rights deemed by the State to be for its convenience (*i.e.*, staging, storage, etc.) at no additional cost to the State. See the Right-of-Way section later in this part for further detail.

1.4.3. Geotechnical

The following items represent potential risks with regard to geotechnical aspects of the Project:

- a. Settlement of any proposed new structures
- b. Global stability failure associated with staged removal of structures and embankments
- c. Global stability and settlement of proposed embankments and retaining walls located in areas underlain by uncontrolled fill and organic soils
- d. Discovery of unanticipated utilities in excavations for foundations
- e. Damage to existing buried utilities due to weight of new fill
- f. Movement of existing substructures.
- g. Encountering unknown subsurface conditions or obstructions
- h. Damage to existing structures and utilities due to settlement or construction vibrations
- i. The DB Entity shall assume a constraint of zero-inch settlement and zero stress increase (above existing) for all utilities within the constraints of the Project area. As such, the cost and time for all mitigation proposed for these geotechnical risks, as listed above, shall be completely assumed by the DB Entity at no additional cost to the State.

1.4.4. Construction/Traffic Sequencing and Staging

Conceptual Sequence of Construction Staging plans have been developed in the BTC. The DB Entity shall be responsible for obtaining required approvals from any affected third parties and RIDOT if modifications to the plans are made. A BTC Draft TMP is included in the Appendix including attachments that specify the minimum number of lanes and shoulders to remain open to traffic at all times. A traffic management plan (TMP) shall be submitted by the DB Entity for approval by the State and shall be implemented prior to any lane closures or outages. At no time shall the number of lanes/shoulders be reduced to less than specified in the BTC Draft TMP unless the DB Entity can provide justification (through analysis, modeling and traffic volumes) that the impacts to traffic will not be significantly worse than the traffic conditions shown in the Conceptual Sequence of Construction Phasing and Draft TMP with attachments. The DB Entity shall allow the State at least thirty (30) days for review and approval of the TMP; RIDOT requires a fourteen (14) day review period on any resubmittal. RIDOT shall be the sole entity that determines whether the proposed traffic phasing sequence constitutes a significantly worse traffic condition.

The construction/traffic sequencing and staging of the Project offers both risks and opportunities. The DB Entity shall prepare construction/traffic sequencing and staging plans that will not negatively affect the Cities of Providence and East Providence nor regional traffic patterns. Negative effects on access within the Project limits (vehicular user, pedestrians or bicyclist) shall be addressed in the Proposers response to this RFP.

1.4.5. Hazardous Materials

RIDOT has completed Phase I Environmental Site Assessments (ESAs) for the Gano Street and Waterfront Drive proposed construction/demolition activities. As part of the proposed work, land acquisitions will likely include an area of approximately 12,900 +/- square-feet of land at 62-78 Valley Street (Map 1, Lot 01-003) and approximately 20,740 +/- square-feet of land at 160 Valley Street (Map 105, Lot 05-008). Contaminated soils have been identified at various locations throughout the Project area. The Washington Bridge is identified as an inactive State Hazardous Waste Site (SHWS) under RIDEM Site Remediation (SR) ID# 28-1386, Route 195 DOT Contract 18 is identified as an active SHWS under SR-28-1858, RIDOT Waterfront Avenue is listed as an inactive SHWS with an AUL under SR-10-1334, and RIDOT Taunton Avenue Bridge 466 is listed as an active SHWS under SR-10-1885. A Covenant Not To Sue/Environmental Land Use Restriction (ELUR) was implemented on the parcel located at 62-78 Valley Street under RIDEM SR ID # 10-0498 in September 1999. In accordance with these documents, any excavation work shall be approved by the State and managed in accordance with the DB Entity developed site-specific Soil Management Plan (SMP), groundwater monitoring wells on this property shall not be disturbed without prior State approval and groundwater shall not be extracted and used for potable purposes. The DB Entity shall be required to comply with the RIDEM-approved Covenant Not To Sue/ELUR and SMP during construction of the Waterfront Avenue off-ramp.

For the purpose of preparing the proposal, the DB Entity is responsible for reviewing the SHWS listings associated with the Washington Bridge, RIDOT 195 Gano Contract 18, RIDOT Waterfront Avenue and RIDOT Taunton Avenue Bridge 466 sites for additional information as to the presence of contaminated soil and previously prepared remedial action workplans and/or SMPs and the Covenant Not To Sue/ELUR/SMP associated with the 62-78 Valley Street site for all applicable requirements (e.g., dust control, erosion controls, health & safety, stockpile management, preparing and submitting Operating Logs, etc.) and for incorporating all associated scope and costs in said proposal. It should be assumed that a portion of the soils within the Site are contaminated and will be transported off site for disposal, and that a portion of the soils will be suitable for reuse on this, or other, transportation project. To the extent practicable and prudent, the DB Entity will reuse or recycle soil to reduce Project costs and to help minimize the impact to available landfill space. The DB Entity shall refer to any existing RAWPs/SMPs and the Covenant Not To Sue/ELUR/SMP when preparing a written Materials Management Plan that will guide the proper handling, reuse, recycling and/or disposal of known or suspected regulated, hazardous, or controlled materials. The Materials Management Plan will also provide adequate contingencies to address additional contaminated materials that may be encountered throughout the Project. The Materials Management Plan shall not change or remove any requirements in the RIDEM-approved SMP unless written approval of said changes and/or removals are obtained from RIDEM. The DB Entity will submit the Materials Management Plan to the State for review and approval. The DB Entity is responsible for any additional preliminary testing of soil, groundwater or construction materials needed to satisfy the requirements of its design and construction. To the extent practicable and prudent based on the results of the previous limited site investigations and any additional environmental testing deemed necessary by the DB Entity, the DB Entity will reuse or recycle soil to reduce Project costs and to help minimize the impact to available landfill space. The

DB Entity's Materials Management Plan will clearly describe the procedures and rationale by which off-site disposal of soil will be minimized.

1.4.6. Community Impacts

Construction activities and traffic management will have a substantial impact on the neighboring communities, including, but not limited to, businesses along Gano Street on the west side of the project and along Taunton Ave on the east side of the project, India Point Park, the Hilton Garden Inn, as well as residential, commercial, and tourist attractions. Special attention should be given to noise and dust control in compliance with the Environmental Assessment. The DB Entity should anticipate that necessary coordination and cooperation with adjacent property owners may affect the construction schedule. Any mitigation of effects on adjacent property or its use by its owners will not be grounds for additional Contract time or compensation.

1.4.7. Electronic Document Management

This RFP contains a number of specifications related to electronic document management, including, but not limited to, the provisions in the text of the RFP Parts 2 and 3, Special Provision for "Progress and Payment Schedule," and the Quality Control provisions. The DB Entity is required to take into account all requirements of the RFP when developing the Electronic Document Management Methodology (EDMM) for exchanging, submitting, controlling, filing, and archiving all Project documents in the Electronic Document Management system. The Electronic Document Management system is to be developed by the DB Entity in accordance with the RFP and the Special Provisions. The DB Entity should also be aware that, as outlined in the Specifications, the DB Entity shall be responsible for hosting of the EDC software.

1.4.8. Change Management

The DB Entity shall develop and maintain contingency plans for potential problems that may arise during construction that will have an effect on overall Project progress. The plans shall include, but not be limited, to the following:

Items that MAY be eligible for compensation (whether monetary and/or time) if allowable under the terms and conditions of the contract

- a. Vehicular and/or watercraft incidents
- b. Emergency repairs of existing structures
- c. The need for responses to natural disasters
- d. Differing site conditions
- e. Unmarked or incorrectly marked utilities

Items that ARE NOT eligible for compensation (whether monetary and/or time)

- f. Inclement weather forecast that may negatively affect operations
- g. Equipment breakdowns or malfunctions
- h. Incidents involving delivery or removal of material
- i. Temporary traffic control equipment breakdowns
- j. Staff non-responsiveness
- k. Necessary replacement of Key Personnel due to injury or illness
- l. Environmental compliance problems

The DB Entity shall develop and maintain a Risk Register to track potential issues and discuss with the State any suggested course of action that might be taken should any of these potential issues arise, in an effort to minimize Project construction and schedule delays.

1.4.9. Schedule Management

The DB Entity's approach to construction of the Work shall be disclosed to the State by submission of a computerized, construction schedule satisfying the requirements of Section 7 of Part 2 of the RFP. These requirements are in addition to, and not in limitation of, requirements imposed in other Sections hereof.

1.4.10. Project Safety

The DB Entity shall take all reasonable precautions and be solely responsible for the safety of all its employees and Subcontractors working on the Project, and for other persons on the Site or that would reasonably be expected to be affected by the Project work; the protection of Project construction, materials and equipment shall be dealt with therein; as well as the protection of all other property on, adjacent to, or near the right-of-way that one might reasonably expect to be affected by Project work.

From the issuance by the State of a Notice to Proceed until Project Acceptance, the DB Entity shall provide adequate protection and security for the Site and shall be responsible for all damages and losses to any properties at the Site that might be caused by Project operations.

The DB Entity shall provide appropriate security for the approved staging areas and shall be responsible for damage or loss caused by the Project or the DB Entity's other actions to any property on the Site that is owned by the DB Entity, the State, or any other person.

The DB Entity shall be solely responsible for the safety and security of the work zone, including the installation and maintenance of perimeter controls such as fences and gates in areas that do not affect the traveled way or its use. The DB Entity shall investigate abutting property and shall reasonably coordinate to not interfere with access into or through private property via existing entrances and pathways, and shall maintain alternative temporary accessible pedestrian detour routes, where applicable, at all times.

1.4.11 Archaeological Resources

It is anticipated that completion of the Section 106 procedure will be through the execution of a project specific Programmatic Agreement in accordance with 36 CFR 800.4(b)(2) – *phased identification and evaluation*. The DB Entity shall ensure that project work complies with Section 106 of the National Historic Preservation Act (NHPA) by:

- 1) preparing an Archaeological Monitoring Plan for identified archaeologically sensitive areas and
- 2.) ensuring that a Qualified (36 CFR 61) Archaeologist is present during *all* ground-disturbing work within archaeologically sensitive areas, consistent with the approved Archaeological Monitoring Plan.

See Appendix B12 Cultural Resources for figures 1 & 2 depicting archaeologically sensitive areas to be monitored. Note that only areas labelled as "moderate" and "high" shall be monitored (Areas W1, W5, E1, and E3 only).

An Archaeological Sensitivity Assessment has identified several areas where archaeological sites may be present. Because pre-construction archaeological survey is not feasible, RIDOT has approved a program of archaeological monitoring to occur during construction. "Ground disturbance" includes *any* permanent and temporary work/impacts to the ground surface or subsurface, including equipment storage, staging, traffic/parking (vehicle and heavy machinery), or hand/machinery excavation.

The DB Entity shall provide an Archaeological Monitoring Plan to RIDOT for review and approval, to be prepared by a Qualified Archaeologist, outlining protocols adequately addressing the following:

- On-site delineation of archaeologically sensitive areas (fencing, flagging, etc.);
- Posted on-site signage for compliance within archaeologically sensitive areas;
- Investigation and documentation of potential archaeological materials/deposits, including a plan for discard/sampling of common artifact types with low research potential;
- Communication/notification plan for discovery of potentially significant resources
- Preparation of a post-construction report with the methods, results, and recommendations resulting from archaeological monitoring

The Archaeological Monitoring Plan shall be provided to RIDOT at least 90 days prior to scheduled ground-disturbance activities to ensure adequate time for review and approval by RIDOT and RIHPHC. During monitoring, the Qualified Archaeologist shall be allowed adequate time to investigate and document suspected archaeological materials/deposits, as determined by the Qualified Archaeologist. Any ground disturbance occurring within archaeologically sensitive areas without the Qualified Archaeologist actively monitoring will be considered non-compliant.

The Department shall have the authority to inspect the worksite to ensure the Archaeological Monitoring Plan is being followed. The Department shall also have the authority to suspend Project work in the area of suspected significant archaeological materials/deposits, as identified by the Qualified Archaeologist. The DB Entity shall reschedule its work to minimize any loss of the time needed to complete the Project while the State determines the need to further evaluate, record, or salvage the archaeological materials/deposits.

Extra work ordered by the Department in connection with significant archaeological materials/deposits will be paid for in accordance with Part xx of the RFP. Delays caused by archaeological investigation beyond intermittent stoppages required by the Qualified Archaeologist, and which the DB Entity demonstrates have delayed completion of the Project, will be treated under the provisions for extension of time.

1.5. Quality Management

1.5.1. General

To ensure that goals for Project quality will be met, the State has established overall Quality Assurance (QA) requirements outlined in Part 3 of the RFP and the Mandatory Special Provisions, "Quality Management Plan and Quality Control Plans." These Provisions include comprehensive requirements for a Design QA Program to address quality in the design process and a Construction QA Program to ensure the quality of construction.

1.5.2. Approach to Quality Matters

The State expects that the DB Entity shall take a lead role in ensuring the quality of design and construction of the project. This lead role should be a core principle of the DB Entity's daily operations and overall approach to the Project.

1.5.3. Quality Management

The DB Entity shall develop, implement, and maintain a comprehensive Quality Management Plan (QMP). The QMP shall be organized following the format outlined in the Mandatory Special Provision for "Quality Management Plan" included in Appendix B.01 of Part 2 of the RFP. The QMP

shall address the information required in said Provision and any additional Quality Control requirements in this RFP or the Contract.

The State will not accept any Early-Release-for-Construction packages or Shop Drawing submittals until the QMP has been accepted by the State. The DB Entity shall not revise any portion of the accepted QMP without the prior written consent of the State thereto.

Additional requirements related to the QMP are also included in Part 3 of this RFP.

1.5.4. Quality Control

The DB Entity shall develop, implement and maintain Quality Control Plans (QCP) to supplement the QMP for the design and construction of the project as outlined in the Mandatory Special Provision "Quality Control Plans" included in Appendix B.01 of Part 2 of the RFP as well as in Part 3 of this RFP.

Section 2. Information Supplied to DB Entity/ Acknowledgement by the DB Entity

2.1. General

The DB Entity shall have full responsibility for completing the final design of all Project elements and acknowledges that it shall be the Engineer of Record for the final design, with the exception of the items listed in **Section 2.2**. The DB Entity acknowledges by receipt of such plans that it explicitly understands that while these plans have been advanced to a certain/preliminary level, the DB Entity shall be required to provide a final, complete Project design stamped, sealed and certified by its own Professional Engineers of Record, Licensed and Registered in the State of Rhode Island and Providence Plantations.

The preliminary plans, specifications, calculations, reports and comments provided as part of the BTC constitute that BTC and provide both the State's design baseline and minimum requirements. The DB Entity shall diligently review and verify the State-supplied Design (BTC) for errors, omissions, inconsistencies or other defects. The BTC within this RFP shall be incorporated into the final design by the DB Entity. The DB Entity shall promptly notify the State of any errors, omissions, inconsistencies, or other defects it discovers therein.

By submitting a Proposal, the DB Entity acknowledges that the State-supplied Design documentation presents a feasible concept for the Project which can and shall be used as the basis for the completion of the Project. The DB Entity also acknowledges that the Project can be completed within the schedule, timeframes and milestone durations specified elsewhere in this RFP, and agrees that it shall have no right to seek additional Contract time or compensation in relations to such matters, except as specifically permitted by negotiated Project changes.

2.2. State-Supplied Design Elements and Documentation

There are no State supplied elements that are to be considered final and not subject to revision by the DB Entity.

Section 3. Project Design and Construction

3.1. General Description and Existing Conditions

Opened in November of 1968, the Washington Bridge North No. 700 carries five lanes of Interstate I-195 westbound traffic from East Providence to Providence, Rhode Island and spans the Seekonk River and a number of local streets. The 68'-0" curb to curb dimension provides for 12'-0" travel lanes and 4'-0" shoulders with two lanes of the bridge used for traffic entering and exiting I-195 via the Rt 44/Riverside on-ramp and the Gano Street off-ramp. The remaining three lanes are used for through traffic. The main bridge consists of three different superstructure types; drop in prestressed concrete AASHTO I-beams with dapped ends supported by post tensioned concrete cantilever beams (13 spans), simple span prestressed concrete AASHTO I-beams (4 spans), and simple span plate girders (1 span). Except for the span over the navigation channel and four spans on the east end, the bridge was built with spandrel arches to match the look of the original Washington Bridge South No. 200. The bridge is supported by solid wall and multi column piers founded on a deep pile foundation system. Also included as part of this project is the Gano Street off-ramp which consists of a 3 cell non prismatic cast-in-place reinforced concrete box structure (3 spans), which is also supported on solid wall piers founded on piles. For orientation purposes the spans and piers are numbered west to east; spans 1 thru 18 and the ramp spans are designated as spans R1 thru R3.

The first significant repairs to the bridge took place in 1984 as part of RIDOT Contract 8432 and consisted of supplement support to the concrete spandrel walls. Joint rehabilitation work at pier 14 took place in 1995 as part of RIDOT Contract 9531 but the most significant repairs took place in 1998 as part of RIDOT rehabilitation Contract 9603. This rehabilitation Contract included the following repairs: partial depth deck repairs, full depth deck repairs at joints with joint replacement, casting of end diaphragms, installation of longitudinal seismic restrainers, corbel and girder repairs, spandrel wall repairs, pier repairs, modifications to bridge drainage, electrical upgrades, miscellaneous structural steel repairs, parapet modifications, installation of deck waterproofing membrane and placement of a new asphalt wearing surface. Joints on the bridge were rehabilitated in 2008 as part of Contract 2007-CH-048.

A partial rehabilitation of the Washington Bridge (Washington North Phase 1) was undertaken from 2016 thru 2019 as part of Contract 2016-CB-059. The contract documents are included in Appendix B. The DB Entity shall be made aware that these documents are being provided **for information only** and shall not be relied upon for construction but can be taken into consideration for determining the extents of required and completed work. It shall be noted that only a portion of the work depicted in the 2016 contract documents was completed during the Washington North Phase 1 project. The DB Entity shall be responsible for determining the extents of the completed work. To obtain Phase 1 construction records, requests shall be made through the State's Public Records Request process.

Section 1.1.1, Project Overview, contains a general description of the Project. For additional details on past work and current existing conditions please see Section 3.1.1 below, the appendices of this document, and the BTC plans.

3.1.1. Work Previously Performed

As mentioned above, a partial rehabilitation of the structure was performed from 2016 to 2019. The following outlines some of the work that was previously performed as well as attempts to clarify to what extent previous work was taken and what items may need to be redone and/or completed.

- Partial depth deck repairs were made over girder line 'A'. The remainder of the partial and/or full depth deck repairs were not performed.

- Partial width, full depth deck demolition was performed at link slab locations however the link slabs were not installed. At the close out of the previous project concrete was cast back into the demolished areas but link slab reinforcement was not installed. Existing concrete will need to be removed and replaced in accordance with the DB Teams accepted final design.
- Similarly, at the locations of the link slabs, the north bridge parapet was demolished and again concrete was cast back into the demolished areas at the close of the previous project, but the modifications required for the link slabs were not completed. The bridge parapet will need to be demolished again in order to properly construct the DB Teams accepted final design.
- The raised concrete gore area at the east end of the bridge was demolished but the new raised gore area was not constructed.
- Repairs to the Gano Street off-ramp box girders (interior and exterior) were completed under the last contract however additional areas of deterioration have been found. The DB Entity shall refer to the latest bridge inspection report information found in Appendix B for further details. Quantities of previously repaired areas and quantities for new areas to be repaired have been accounted for in the Only Bid Quantities in Section 3.7.3.
- Superstructure concrete repairs were performed along girder lines 'A' and 'B' however additional areas of deterioration have been found. The DB Entity shall refer to the latest bridge inspection report information found in Appendix B for further details. Quantities of previously repaired areas and quantities for new areas to be repaired have been accounted for in the Only Bid Quantities in Section 3.7.3.
- Dapped end and corbel repairs were performed along girder lines 'A' and 'B' however additional areas of deterioration have been found. The DB Entity shall refer to the latest bridge inspection report information found in Appendix B for further details. Quantities of previously repaired areas and quantities for new areas to be repaired have been accounted for in the Only Bid Quantities in Section 3.7.3.
- Most spandrel wall repairs were made however additional areas of deterioration have been found. The DB Entity shall refer to the latest bridge inspection report information found in Appendix B for further details. Quantities of previously repaired areas and quantities for new areas to be repaired have been accounted for in the Only Bid Quantities in Section 3.7.3.
- Concrete repairs were made to all piers, curtain walls, and abutments (except east abutment 2) however additional areas of deterioration have been found. The DB Entity shall refer to the latest bridge inspection report information found in Appendix B for further details. Quantities of previously repaired areas and quantities for new areas to be repaired have been accounted for in the Only Bid Quantities in Section 3.7.3.
- Electro-chloride extraction was performed on piers 14 through 17. Refer to Section 3.7.2.1 for additional information.
- The bearings and pedestals were replaced at pier 14.
- Film forming sealer and/or anti-graffiti coating was performed on some portions of the bridge however the DB Entity will be required to reapply 2 coats to all areas indicated in the BTC Plans.

3.2. Work at Risk

If the DB Entity decides to pursue ordering of materials before or during the review process, it will be at its own risk, and no costs will be paid for rework of items due to changes made during the review

process. No physical construction work shall commence until the State issues a Notice to Proceed” or “Release for Construction” to the DB Entity for the related work. No payment will be made for “work at risk” until approval of final design or approval of early release construction work as applicable and the work has been deemed acceptable by the State.

3.3. Codes, Standards and Specifications

All design and construction documents developed by the DB Entity shall be governed by requirements of the Contract and other applicable codes. (Please note: the lists included in Section [1.2] are not intended to represent a comprehensive list of all required documents; additional standards may apply). This project shall be designed in English units.

The DB Entity shall be responsible for ensuring that the final design of pedestrian facilities along the Project limits are compliant with the latest applicable standards under the Americans with Disabilities Act (ADA). This does not apply to existing facilities unaltered during construction; however, the level of non-conformity of the existing facility shall not be made worse. Any ADA-compliant provisions in the BTC shall be incorporated into the final design and construction. In addition, unless otherwise approved by the State all sidewalks shall be a minimum of four feet (4') wide not including the curb width.

The DB Entity shall perform supplemental testing, data collection, survey, borings, etc. as necessary in order to complete the design. It is the responsibility of the DB Entity to use the latest approved version of the supporting design guidance standards, regulations, etc. in doing so. Unless a specific edition or revision is indicated, reference shall imply that the latest edition or revision of the standard shall apply, including any interim revisions or updates issued prior to the award of the Contract.

For utility-related work, the DB Entity shall be responsible for obtaining and ensuring adherence of design and construction to the criteria for each utility.

Unless specified elsewhere, the construction specifications shall conform to the State standards, and with the standards, policies, and specifications identified in Sections II and III of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Design (Blue Book), and further amended by the provisions included in Appendices to Parts 2 and 3 of this RFP. Division I of the Blue Book has been replaced in its entirety for this Project by Part 3 of this RFP and by associated Special Provisions.

In general, references to the “Engineer” within Division II and III of the Standard Specifications, Blue Book, and the Special Provision or other reference documents, shall mean:

- a. The “State” for matters concerning Contractual acceptance and payment.
- b. The “Engineer of Record” with concurrence of the State, for matters concerning review of shop drawings, working drawings, and temporary works.
- c. The “Engineer of Record” with concurrence of the State, for language such as “as directed by the Engineer.”

The DB Entity shall identify and immediately bring to the attention of the State uses of the term “the Engineer” that do not clearly fall within these meanings. The State will make the final determination of the term’s meaning in such instances.

3.3.1. General Exceptions:

Except for those items shown in the Price Proposal as separate bid items, and except for Appendix B.01 of Part 2 of the RFP, the following interpretive guidelines shall be applied by the DB Entity while bidding and developing the final Project specifications and plans:

- a. Such terms as “Measurement for Payment,” “Method of Measurement,” or “Payment” shall be disregarded insofar as it is not the intent of the Design-Build Contract that the various components of the Project will be measured for payment with the exception of those items shown in Section 3.7.3.
- b. Such terms as “Basis of Payment,” or “unit prices” shall be disregarded, except when unit prices are identified herein, in which case the reference shall be taken to refer either to the specific dollar amount set forth in the Standard Specifications or to a unit price proposed by the DB Entity and approved by the State.
- c. Such terms as “Extra Work,” “compensation for,” “at the State’s expense,” “quantity adjustments,” “equivalent quantities,” or similar phrases shall be disregarded.
- d. The term “Special Provision” shall refer to a provision of the Contract.
- e. The term “incidental” or any similar term shall mean that the costs shall be included in the DB Entity’s Price Proposal.
- f. The payment of the DB Lump Sum Price will be full compensation for all Project work except other items identified by the State in the bid proposal form and approved change orders.

3.3.2.Mandatory Special Provisions:

3.3.2.1 Design-Build Special Provisions (not to be altered)

Design-Build Special Provisions shall be used for the completion of the Project design. These mandatory Special Provisions contained in Appendix B of Part 2 of the RFP add to and amend the RFP Part 3 and the Blue Book. The DB Entity shall not change these Design-Build Special Provisions in any way unless the State determines that it is necessary to do so.

If the DB Entity believes there is a situation in which it is necessary to alter a mandatory Design-Build Special Provision or a mandatory General Special provision, it shall submit to the State in writing what it believes would be the justification for doing so.

The DB Entity shall not change the Description, Materials or Construction Methods of these Provisions, except for updating the term Engineer, consistent with the guidance herein, without the prior consent of the State to it doing so. Any related method of measurement or basis of payment will require revision as part of the final design process. The work related to these Provisions will be paid for as part of the lump sum Design-Build price.

3.3.3.Guidance Special Provisions:

The Guidance Special Provisions are contained in Appendix B of Part 2 of the RFP. Guidance Special Provisions are similar to Mandatory Special Provisions in that they are required to be submitted for the Project if they are applicable to work included in the final design. These specifications differ from Mandatory Special Provisions in that they may be modified by the DB Entity to meet the specific requirements of the Project. The work related to these provisions will be paid for as part of the lump sum Design-Build Price.

3.3.4.Other Special Provisions:

Other Special Provisions are Special Provisions not contained in Appendices B of Part 2 of the RFP that may be required to complete the design of the Project.

The DB Entity shall identify, during the preparation of its Technical Proposal, the need for any other Special Provisions for the anticipated items of work.

The DB Entity shall be responsible for seeking out from the State any Special Provisions necessary for the anticipated work, making any revisions necessary as allowed above, and submitting these to the State for review. The DB Entity shall contact the State with a list of Special Provisions necessary for the completion of the design, prior to creation of such Special Provisions, since the State may already have a specification that covers the pertinent work which may be provided by the State for implementation into the design. If the State identifies or provides a specification for the purpose, the DB Entity shall use it for the Final Design. If the State does not have a specification that covers the pertinent work, the DB Entity shall develop a specification for inclusion in the design and submit this to the State for review.

In any event, lack of familiarity by the Proposer with the States processes for specifications and Special Provisions shall not be a reason for a change order.

The work related to these provisions will be paid for as part of the lump sum Design-Build Price.

3.4. Design Reviews and Submittals

It is the DB Entity's responsibility to develop, internally review, and check all design submittals for quality, completeness, constructability, and compliance with the requirements of the RFP prior to their submission to the State for review and possible concurrence. Failure by the DB Entity to perform such quality checks may result in additional comments, required revisions or resubmissions, and in additional time required for their review by the State. Extended review time necessitated by incomplete or noncompliant submissions will not be a reason for a time extension. The DB Entity shall retain copies of such internal reviews and disposition of review findings for all submittals made to the State. The DB Entity shall provide copies of this evidence upon request of the State.

3.4.1.State Reviews

Reviews will consist of examination of formal design submittals per Section 3.4.4 to ensure that RFP, Contract requirements, Permit requirements, and design criteria are being followed, and that Quality Control activities are following the DB Entity's approved QMP. Reviews, at the State's discretion, may include, but are not limited to, review of Design Documents, electronic files, calculations, reports, specifications, geotechnical data, and other relevant design information. It is the State's intent to provide acceptance of submittals that meet all Contract and RFP requirements as confirmed by the Designer(s) of Record, Project Manager, Quality Control Manager Design, and Quality Control Manager Construction, as necessary conditions for construction to begin on any particular element.

3.4.2.Over-the-Shoulder Reviews

Over-the-shoulder reviews are examinations by the State (or its designated representative) of design documents during the design process. Formal assembly and submittal of drawings or other documents will not be required. Written comments will not be provided and no acceptance of any information presented at meeting will be provided. All information shall be formally submitted for review and acceptance. The State will schedule at least one over-the-shoulder review prior to the Semi-Final Design Submittal. The DB Entity shall submit all documents to be reviewed at the meeting a minimum of 48 hours in advance of the meeting.

3.4.3.Comment Resolution Meeting

Comment Resolution Meetings are intended to provide an opportunity for the DB Entity to ask for clarification on review comments previously provided by the State on design submittals. They also

provide an opportunity for the DB Entity to present draft resolutions to review comments for review by the State. No acceptance of any information presented by the DB Entity in the meetings will be provided by the State. The DB Entity shall schedule a Comment Resolution Meeting prior to resubmission of any submittals for which the State previously provided review comments. The DB Entity shall prepare meeting minutes for all Comment Resolution Meetings.

3.4.4. Design Submittal Review Process

RIDOT will be utilizing the software Bluebeam Revu Extreme® for all design submittals, utilizing RIDOT E-Plans User Guide for Electronic Plan Review, in Appendix B. The D-B Entity shall provide PDF reducing the number of hard copies required (see submittal sections below). The State will have a meeting prior to submittals outlining this E-Plan review process.

All submittals are subject to review and approval by the State. The State maintains the right to refuse and reject any submittal that does not comply with the requirements related to the preparation and submittal of Contract Documents and the satisfaction of Project requirements. If the State considers a submittal incomplete, the State may reject it due to incompleteness and the DB Entity shall be required to re-submit it with the appropriate information described below.

All design submittals shall be developed in accordance with the State's Plan Content Requirements Design Policy Memos (DPM) and shall be in English units. All submittals shall conform to the QMP submitted by the DB Entity. All submittals shall be provided in electronic format according to the current State Policies, the Document Control Methods and the Special Provisions.

In order to afford the State the ability to schedule staff to provide complete and thorough reviews of submittals, and as part of the satisfaction of the Planning and Progress Schedule requirement, the DB Entity shall develop and abide by a reasonable submittal schedule such that there are not an unreasonable number of submissions or multiple voluminous submittals within a given time period. Multiple voluminous submittals without prior notice may be cause for the State to extend the review time for a period not to exceed 30 additional days. Extension of any review time by the State will not be grounds for a request for additional time or compensation by the DB Entity.

The DB Entity shall include with all submittals a general narrative identifying which submittal(s) on the submittal schedule the submittal represents, an explanation of the contents of the submittal, any previous submittals this submittal is related to, a listing of items not included in the submittal which are to be submitted at a later date, and any other pertinent information for the reviewers benefit.

The State will review design submittals according to the following schedule:

- a. Completeness Check: The State will perform a completeness check of each submission to determine if the DB Entity's submission is complete and meets the criteria for review by the State. Incomplete submission will be returned, and the review period shall not commence until a complete submission is received by the State.
- b. Initial Submission: thirty (30) calendar days from receipt of a complete submission
- c. Resubmittals: fourteen (14) calendar days from receipt of a complete resubmission.

The DB Entity shall:

- a. Respond to comments within fourteen (14) calendar days of any State comment on the submittal.

The comments shall be addressed to the satisfaction of the State prior to the next design submission. A record of disposition of comments shall be provided at the time of resubmission

stating disposition, description of any revisions made to the submittal to incorporate disposition including location of such revisions (page number, sheet number, etc.) and evidence of review of disposition by the appropriate quality manager.

The DB Entity may request a comment resolution meeting within 7 days of receipt of State comments on a submittal to review comments for understanding. No acceptance of responses to any comments or acceptance of any changes to the design will be provided by the State at a comment resolution meeting.

The DB Entity should be aware that the review time stated above is based on an expectation that the submissions will be scheduled in a reasonable sequence coordinated according to a submission schedule.

If submittals are received after 12 p.m. (noon), the review duration will start on the next calendar day.

The DB Entity acknowledges that the State has not guaranteed any specific review period for reviews by federal, state (non-DOT) or local agencies, or utility owners. The period of each such review shall be established by the reviewing entity, at its discretion, after a plan submittal has been made to such entity. The initial, provisional assumption for the length of time for external reviews shall be sixty (60) calendar days unless specified otherwise in the RFP.

3.4.4.1. Design Exceptions

The Project BTC currently does not currently include any approved design exceptions for proposed roadway or bridge deficiencies. Potential design exceptions required for the Project BTC have been identified. The tables listed in Section 3.9.2 Roadway Design Criteria list the required standards, proposed values as designed, and if the proposed values require design exceptions. It will be the responsibility of the DB Entity to identify all design exceptions and obtain approval of all design exceptions. As such, the DB Entity shall limit the potential design exceptions.

Any design change that results in the need for additional design exceptions shall be clearly identified in the Proposers response and shall include a justification for the design exception.

The DB Entity shall document and submit any design exceptions as required by the State. Design exceptions shall be approved by the State prior to the Semi-Final Submittal. The DB Entity shall make every effort to improve the conditions which required the exceptions obtained. The proposed design shall not include characteristics that are worse than the design exceptions listed Section 3.9.2 Roadway Design Criteria.

3.4.4.2. 10% Design Submission

The 10% Design Submission as outlined in the State's Plans Content Requirements DPM will not be required on this Project. The State will consider the Proposal submitted by the DB Entity to be equivalent to a 10% Design Submission. If time permits, the State may at its option provide review comments on the Proposal similar to a 10% Design Submission at the issuance of a Notice to Proceed. Should the State elect not to provide comments on the Proposal at the time a Notice to Proceed is issued, the DB Entity shall proceed directly to the 30% Design Submission stage.

3.4.4.3. 30% Design Submission

The 30% Design Submission shall be submitted as outlined in the State's Plans Content Requirements DPM. The submittal will not need to include the following if the design is in accordance with the BTC:

- a. Visual Analysis
- b. Design Study Report
- c. Bridge Type Study Report
- d. Hydraulic Report
- e. Preliminary Construction Cost Estimate

The 30% Design Submission shall also include any Early Release for Construction (ERC) packages prepared to-date that involve permanent work and shall include TMP with restriction charts for construction phases being submitted for approval. The review of the 30% design submittal will be done utilizing Bluebeam Revu®, plan copies are not anticipated for submittal.

Acceptance of the 30% Design Submission shall be obtained from the State prior to proceeding to Final Design. The DB Entity may elect to start final design activities at its own risk prior to acceptance of the semi-final design package in accordance to the terms outlined in Section 3.2.

3.4.4.4. **90% Design Submission**

The 90% Design Submission package shall be submitted as outlined in the State's Plans Content Requirements DPM. The submittal will not need to include the following if the design is in accordance with the BTC:

- a. Distribution of Quantities
- b. Engineer's Estimate

The 90% Design Submission shall also include any ERC packages prepared to-date that involve permanent work. The submittal of the 90% design will require one full size set of plans. All comments will be done through the Bluebeam Revu® process.

Acceptance of the 90% Design Submission package shall be obtained from the State prior to proceeding to PS & E Submission. The DB Entity may elect to start PS & E activities at its own risk prior to acceptance of the 90% Design Submission package in accordance to the terms outlined in Section 3.2.

3.4.4.5. **PS & E Submission**

The PS & E Submission shall consist of detailed, complete and checked drawings, reports and specifications necessary for construction of the complete Project. Acceptance of the PS & E Submission will be in the form of a designation of "Release for Construction."

The PS & E Submission package shall be submitted as outlined in the State's Plans Content Requirements DPM. The submittal will not need to include the following if the design is in accordance with the BTC:

- a. Distribution of Quantities
- b. Engineer's Estimate

The PS & E Submission shall also include any ERC packages prepared to date that involve permanent work.

Within thirty (30) days of acceptance by the State, as applicable, of the final design of all aspects of the Project, the DB Entity shall provide the Issued for Construction Documents

(plans, specifications, reports, and calculations). All plans, specifications, and reports shall be signed and sealed by the Professional Engineer(s), who shall be registered as such in the State of Rhode Island, and who shall be responsible for each portion of the Project. A written statement shall accompany the Final Design Submittal from the Design Manager indicating that the Final Design Submittal complies with all RFP and Contract requirements. Hard copies will be required for the IFC Plans, at the direction of the Project Manager and the Resident Engineer. The DB-Entity should assume that, as a minimum, two (2) full size plan sets and six (6) half-size plans will be required.

3.4.4.6. Resubmittal Process

Resubmittals of any Design Submittal shall be required if the State deems it necessary. Each resubmittal shall address to the State's satisfaction all comments received from a prior submittal. Each resubmittal shall be accompanied by the previous design submittal in PDF, with the response to comment in Bluebeam Revu®. The DB Entity shall not be entitled to any additional Contract time or compensation due to any resubmittal requirement by the State or any federal, state, or local agency.

The DB Entity may continue its design efforts, at its sole risk, during the design submittal or resubmittal review process. Such continuation in no way relieves the DB Entity of the responsibility to adequately address comments in the Design Documents. The DB-Entity shall provide comment responses in the PDF format using Bluebeam. The PDF with the responses shall be submitted to RIDOT for acceptance status using Bluebeam.

3.4.4.7. Release for Construction/Concurrence/Approval/Acceptance

The DB Entity acknowledges and agrees that the State and pertinent local agencies shall concur with the Design Documents prior to the issuance of a "Release for Construction" designation.

After Design Documents receive the State's "Release for Construction" designation, -- but after the minimum number of days specified elsewhere in this RFP before fabrication may proceed, or seven (7) calendar days prior to proceeding with such work, if not further restricted by other notice requirements -- the DB Entity shall submit to the State digitally-signed documents in accordance with the State's Digital Project Development Manual.

3.4.5. Design Documents

The BTC plans and documents included in this RFP are as follows:

- a. BTC Drawings, Dated: February 2021
- b. Special Provisions

The final design documents shall be developed as required by Design Policy Memo 450.

Plan sets and sheet types for partial construction work elements, or ERC, prior to a completed final design shall be coordinated with the DB Entity's QC process and the State's oversight as per Section 3.5 of this RFP.

3.5. Early Release Construction Process

The DB Entity's schedule and work plan shall identify the items, portions, segments, or stages of work including demolition, temporary construction, temporary traffic management, rehabilitation and

substructure work that the DB Entity plans to release as ERC packages (*i.e.*, construction to start prior to completion of Final Design Documents).

The only final construction works that will be allowed for early construction (prior to the completion of the final design) are as follows:

- a. Substructure repairs to piers and abutments
- b. Substructure modifications
- c. Bridge rehabilitation activities
- d. Traffic signal hardware related to temporary signalization (if required)
- e. Utility relocations
- f. Temporary bridges (if required)
- g. Early steel girders
- h. Early bridge bearings
- i. Early modular bridge joints

The DB Entity may request additional ERC items submissions prior to award of the Contract. Approval of these requests is at the discretion of the State.

Description of ERC design packages shall include a summary of all major work activities that will be included in the early-work package as well as a listing of submittals and any other documents to be provided for review.

When the DB Entity has completed the Design and other necessary preparation for an item or segment and wishes to submit that portion of the Design, the Designer(s) of Record, Project Manager, Quality Control Manager for Design, and Quality Control Manager for Construction shall determine whether or not, and, if so, certify that:

- a. The Design meets all applicable requirements
- b. The Design has been examined and evaluated in accordance with the DB Entity's approved Quality Management Plan
- c. All required Construction QC Plans for the work item(s) have been approved
- d. Said item, portion, segment, or stage is ready for construction
- e. The DB Entity has obtained all required state, local, environmental, and utilities approvals and permits

The State will then conduct an oversight review of the ERC Design Submittal for said item, portion, segment or stage. Oversight reviews will consist mainly of checks to ensure that RFP, Contract requirements, permit requirements, and design criteria are being met or followed and that Quality Control activities follow the DB Entity's approved QMP and QCPs. Oversight Reviews, at the State's discretion, may include, but are not limited to, review of Design Documents, electronic files, calculations, reports, specifications, geotechnical data, and other relevant design information. The State shall be satisfied that the submittals meet all Contract and RFP requirements, and the same shall be confirmed by the DB Entity's representatives identified above, before work may begin on any particular element. If the State identifies problems with a submission, it will communicate those to the DB Entity.

After the DB Entity has satisfactorily addressed the design review comments in its Design and answered any questions to the satisfaction of the State, the DB Entity shall prepare a formal ERC Submittal including all related:

- a. Design plans
- b. Design calculations

- c. Design reports
- d. Bridge Load Rating Reports (Refer to Section 3.13.13 for applicable Bridge Load Rating Reports required)
- e. Specifications (including Special Provisions)
- f. Electronic files
- g. Documentation that the DB Entity has obtained all required governmental approvals and utility owner approvals
- h. Documentation of resolution of comments in the form of a comment resolution report.
- i. Re-certifications of the revised plans, in the respects described above, from the Designer(s) of Record, Project Manager, Quality Control Manager for Design, and Quality Control Manager for Construction.
- j. The Project Director's written approval of the ERC

The DB Entity shall not commence fabrication or other work until the State's design review is complete; the State provides the "Release for Construction," indicating general concurrence with the DB Entity's statement approving construction; and the DB Entity provides the plans as outlined in Section 3.4.4.5. The State's concurrence with the DB Entity's approval statement will not constitute approval or acceptance of the Design or subsequent construction, nor relieve the DB Entity of its responsibility to meet the requirements hereof. Regardless of whether or not the State provides the DB Entity with the authority to begin construction on elements of the Project prior to completion of the entire Design, the DB Entity shall bear the responsibility for ensuring that construction meets the RFP and Contract requirements. Any approved component procured under the ERC process shall have their actual dimensions and unique fabrication information incorporated into all subsequent design and construction submittals. The plans and field work shall reflect all of the information.

The State will not accept ERC submittals without an approved QMP and related QCPs.

3.6. Construction Staging

The construction staging shown in the BTC Conceptual Sequence of Construction Phasing Plans reflects the requirements for maintaining regional vehicular connections between Interstate I-195, Taunton Avenue, Veterans Memorial Parkway, Gano Street, associated ramps, and local roads while at the same time maintaining traffic flow through the entire Project area. The overall construction staging presented in the BTC may be revised if the Contractor demonstrates to the satisfaction of the State that it would be beneficial for advancing the Project construction, reducing the construction duration, limiting user cost delays, and limiting detrimental effects on the Cities of Providence and East Providence and regional traffic flow. The proposed construction activities are not necessarily intended to be performed sequentially. Various stages and activities may overlap to the extent that the limitations of operations and maintenance of traffic are preserved.

Detailed construction staging shall be fully designed by the DB Entity and is considered part of the Contractor's means and methods. The BTC plans and specifications indicate the general traffic management that is required for the Project. Proposers shall clearly describe their proposed construction staging in their Technical Proposals, identifying any schedule amendments or additions to the environmental approvals that may be required as a result of those proposed changes in the construction staging. All construction stages and methods shall meet the requirements of Section 3.11, Traffic Engineering, and doing so will require close coordination by the DB Entity with the State, the Cities of Providence and East Providence, and project stakeholders, and final acceptance by the State.

The DB Entity is required to include within its Proposal a complete description of its proposed construction staging, the planned duration for each construction stage including planned durations for

all ramp closures, and all anticipated negative effects that the construction staging may have on local and regional traffic (motor vehicle, bicycle, and pedestrian), and local businesses, residences and emergency services. It is required that the DB Entity present in its Proposal the logical staging of construction of the temporary construction details and final details of the roadways and bridges (*i.e.*, locations of temporary supports, construction joints, etc.), as well as anticipated negative effects on traffic flow (motor vehicle, bicycle, pedestrian) including proposed mitigation to minimize any impacts.

The DB Entity shall recognize that other construction projects may be underway or in progress within the vicinity of the Site and may have a direct impact on the execution of this Project. The DB Entity should evaluate those constructions and coordinate their activities to minimize associated conflicts and delays. The DB Entity shall coordinate with the Tolling DB Contractor for the proposed toll gantries including the location of any service connections and drilled shaft foundations to be located in the median and outside the shoulders. The tolling gantries are anticipated to be installed before the end of 2020. The DB Entity shall give the Tolling DB Contractor 30 days advance notice of any lane shifts and anticipated durations of lane shifts and shall coordinate time for Tolling DB Contractor to access the work zone to shift and test equipment.

General Approach

The BTC outlines construction stages. The list of activities provided in the BTC is intended to provide the major work to be completed during each stage but shall not be considered all inclusive. The DB Entity bears the full responsibility for identifying all required work and shall include the details of this work in the Technical Proposal. The information provided herewith shall be considered a guide.

3.7. Bid Items

3.7.1. Minimum Price Items

RIDOT has determined that there is work in the project that requires a minimum price be submitted for the minor schedule of value (m.s.v.) in the price proposal. The minimum minor schedule of value (m.s.v.) price for the following Items (as identified in Form N) shall be as shown:

Item No.	Item Description	Minimum m.s.v.
1.10.5	Training Hours (2,700)	\$ 16,200

3.7.2. Estimated Cost Items

The State has determined that the work shown in the BTC plans for the items in the table below have quantities that cannot be estimated reasonably prior to construction.

Item No.	Item Description	Minimum m.s.v.
1.13.1	Management & Disposal of Regulated Soils	\$1,000,000
1.13.2	Bridge and Road Special Maintenance FHWA Participating	\$500,000
1.13.3	Bridge and Road Special Maintenance FHWA Non-Participating	\$500,000
1.13.4	Towing Services	\$500,000
1.13.5	Chloride Extraction *** RIDOT Item 817.9901	500,000

Work will be measured and paid for as follows:

3.7.2.1. Measurement and Payment

The sum of money identified in the Schedule of Values in Part 1 of the RFP and on the Price Proposal Form as "Estimated Cost" for each of these items of work will be considered the bid price for them, even though payment will be made as described below. The estimated cost figure is not to be altered in any manner by the Proposer. Should the Proposer alter the amount shown, the altered figures will be disregarded, and the original price will be used to determine the total amount for the Contract.

The State will pay the DB Entity consistent with Section 109 in Part 3 – Terms and Conditions, of the Contract. Prices negotiated for this work shall be consistent with the applicable special provision for the unit of measure and method of measurement.

Work under these items performed without prior approval from the State will not be measured for compensation.

*** The unit cost associated with the Only Bid Quantity shall be for the actual extraction of the chlorides, if deemed necessary. The costs for retesting of piers 14 through 17, cleaning and sealing of the pier caps, and any other work necessary to provide the 25-year design life of the piers shall be included elsewhere in the DB Entities Lump Sum price proposal.

3.7.3. Estimated Quantity Items

The State has determined that the work shown in the BTC plans for the items in the table below have ONLY BID QUANTITIES that shall be carried by all bidders.

Item No.	Item Description	Estimated Actual Quantity	Only Bid Quantity
1.14.1	Temporary Support and Jacking – Drop In Beams (Spans 1-6 and 8-14) !!!	82 EA	120 EA
1.14.2	Temporary Jacking and Shoring of Bridge Ends Piers 14 through 17 and Abutment 2!!!	45 EA	60 EA
1.14.3	Repairs to Structural Concrete Masonry (Pneumatic Mortar); RIDOT Item 817.2100	1,050 CF	1,600 CF
1.14.4	Repairs to Structural Concrete Masonry (Patching Mortar); RIDOT Item 817.2110	1,250 CF	2,000 CF
1.14.5	Repairs to Structural Concrete Masonry (Form and Cast In Place); RIDOT Item 817.2140	1,475 CF	2,200 CF
1.14.7	Partial Depth Deck Repairs RIDOT Item 818.2020	2,100 CF	2,950 CF
1.14.8	Full Depth Deck Repairs^^^ RIDOT Item 818.2010	820 CF	1,150 CF

3.7.3.1. Measurement and Payment

The bid quantity identified in the Schedule of Values in Part 1 of the RFP and on the Price Proposal Form as "Only Bid Quantity" for each of these items of work will be considered the only acceptable bid quantity for them, even though payment will be made as described below. The bid quantity figures are not to be altered in any manner

by the Proposer. Should the Proposer alter the values shown, the altered figures will be disregarded, and the original values multiplied by the Proposers "Unit Price" will be used to determine the total amount for the Contract. All areas to be repaired or constructed shall be marked out and shall be reviewed and approved by the Engineer prior to the commencement of any work. Any work started without prior review and approval of the Engineer shall be at no additional cost to the State.

The State will pay the DB Entity consistent with Section 109 in Part 3 – Terms and Conditions, of the Contract and the following. Payment shall only be made on the quantity of actual performed work for each of the items listed in this section. Proposers shall note that the Estimated Actual Quantity is lower than the Only Bid Quantity.

^^ Full Depth Deck Repairs excludes the deck areas associated with the link slabs.

!!! This item will be quantified and paid for per each beam end jacked.

Work under these items performed without prior approval from the State will not be measured for compensation.

3.8. Survey

3.8.1. General

As part of this project the DB Entity is required to procure survey and mapping in order to determine the horizontal and vertical location of existing features in relation to the proposed design. It will be the responsibility of the DB Entity to determine the extents of the survey they require. The State has provided the CAD files used to generate the BTC plans. The BTC plans will be made available in electronic format. All survey work shall be under the direct supervision of a Professional Land Surveyor, and the survey firm is required to hold a current Certificate of Authorization (COA) from the Rhode Island State Board of Registration.

The DB Entity is responsible for providing full topographic, planimetric, right of way, easement, utility, as-built and construction layout surveys to obtain any and all information required for use in the preparation of all design and construction documents. All survey shall comply with the State's survey and CAD requirements outlined in DPM 420.01, DPM 450.02, DPM 450.03, RIDOT TAC – 0334, CAD Standards Manual 2007, all other applicable State requirements and the additional specifications below. CAD Standards have been updated and utilize the United States National CAD Standards. Design shall be complete in AutoCAD Civil 3D 2018 or newer.

3.8.2. Project Survey Control and Datums

All horizontal and vertical control shall be the responsibility of the DB Entity to establish and maintain throughout design and construction. The Horizontal datum will be tied to the North American Datum of 1983 (NAD83) based on Rhode Island state plane zone 3800. The Vertical datum will be tied to the North American Vertical Datum of 1988 (NAVD 88).

Base line horizontal control and bridge control shall meet State of Rhode Island Class II accuracy standards that meets or exceeds closure of 1:50,000. Secondary control shall meet Class I accuracy standards of 1:10,000. Vertical control shall meet Class V-2 accuracy standards for the main level loop and bridges. Secondary level loops that do not involve bridges

can meet Class V-1 accuracy standards. Temporary benchmarks shall be established every 500 feet.

Survey Data, from preliminary design through the as-built after construction, shall be on the datum used in the digital files established by the DB Entity. Care should be used with electronic CAD data during the entire Project so that no translation or rotation of data occurs.

3.8.3. Photogrammetric Mapping and LiDAR

Due to the size of the project the DB Entity may utilize Photogrammetric mapping in conjunction with LiDAR data if required in order to capture the necessary topographic and planimetric data for design. Should the DB Entity employ the use of Photogrammetric mapping and LiDAR data the mapping at a minimum should meet or exceed accuracy standards for 1"=20' mapping scale with 1-foot contours.

Upon delivery of the Photogrammetric mapping it will be the responsibility of the DB Entity to verify the Horizontal and Vertical accuracy of the mapping to ensure it meets the accuracy standards required for the project. In addition, it will be the responsibility of the DB Entity to survey any necessary obscured areas in the mapping such as under bridge structures, wooded areas or shadow areas that are necessary for the design. Obscured areas not necessary for the design or that do not require the accuracy level needed for design do not need to be surveyed.

All Mapping will meet or exceed the American Society of Photogrammetry and Remote Sensing (ASPRS) Class I accuracy standards, as well as National Map Accuracy Standards.

3.8.4. Bridge Surveys

The DB Entity will be responsible for identifying the structures that need to be surveyed and the extent of the horizontal and vertical survey required. All surveyed areas will have horizontal and vertical information based on the datum of the project.

At a minimum, the bridge survey shall include verifying the gutter lines on the bridge deck, bridge approach, and parapet walls every 50 feet. Sections should be taken perpendicular to the bridge baseline every 100 feet to verify the topography. Depending on the work to be undertaken at a particular bridge the below the bridge surveys may include locating the abutments, top and bottom of batters, bridge seats and backwalls, angles of wingwalls, piers, bearing plates, utilities, centerline of bottom beam at the abutment or pier and midpoint, girder lines and any other information required for design of that particular bridge. It will be the responsibility of the DB Entity to identify what is required for each bridge.

3.8.5. Utilities

It's noted that numerous utilities exist within the project area and will need to be identified and shown on the mapping. The DB Entity shall be required to identify the limits of utility work and to contact each utility to obtain any available information they have as well as contacting Dig Safe to have the utilities marked out. Marked out utilities shall be surveyed and included in the mapping along with any researched utilities.

3.8.6. Drainage and Sewers

Catch basins, manholes and any other storm drainage structure will need to have invert elevations taken on all structures and outfalls. The DB Entity will identify the work areas and drainage systems needed to include elevation data and incorporate that data into the mapping.

Elevations will include pipe inverts, sump bottom, pipe sizes and material and any additional information found during the course of field work.

For sanitary sewer systems it will be the responsibility of the DB Entity to identify critical structures or systems that will be affected by the design and require invert elevations, pipe sizes and materials.

All invert elevations obtained on drainage and sewer structures shall be incorporated in the mapping.

3.8.7. Test holes and Soil Borings

Test holes and soil borings will be necessary to determine the geophysical character of soils and the location of certain items below ground within the project area. The DB Entity will be responsible for providing survey to mark out the locations as necessary of the soil borings and test holes, survey the actual locations should they deviate from the marked-out ones and survey excavated underground information as necessary.

3.8.8. Right of Way and Easement

The DB Entity's Designer is required to provide right of way and easement mapping, legal descriptions and filing Mylar's for any impacts that will occur outside the State's right of way. All mapping will be to the State's standards and follow the most recent guidelines for CAD standards.

3.8.9. Construction Layout

During the construction phase of the project the DB Entity is required to provide all necessary construction layout and mapping surveying services necessary for the successful completion of the project.

3.8.10. As-built

During construction and after construction, as-built surveys shall be required to ensure compliance with the design. The DB Entity will be responsible for providing surveying and mapping services to locate the improvements.

3.8.11. Deliverables

At the end of each phase of project, the DB Entity is required to provide the State with all necessary materials and information, including as-built plans and other items as outlined in DPM 420.01, DPM 450.02 and DPM 450.3 in adherence with TAC 0159. Anticipated phases would be completion of base mapping, substantial completion and project close-out. Survey field books (hard bound or electronic) shall be returned to RIDOT Survey at the completion of the project. The State reserves the right to request such information during the project phases to ensure compliance with the State's policies.

3.9. Highway Design

3.9.1. General

In the BTC Plans, the layout of the proposed Gano Street On-Ramp and Waterfront Drive Off-Ramp remain mostly within the existing highway right-of-way. However, the Waterfront Drive Off-Ramp will require the partial acquisition of some property in the area of 62-78 Valley Street. Both ramps will be constructed along the proposed alignments shown in the BTC plans and will transition into and out of the existing I-195 westbound alignment. Additionally, the construction of the proposed connector road between Valley Street and Waterfront Drive in

East Providence will require the acquisition of property in the area of 160 Valley Street. The State will acquire right-of-way at the two (2) aforementioned locations promptly upon receiving the required documents from DB's Designer. The typical time frame to complete the acquisitions is generally 4-6 months. The DB Entity shall provide a duration of 6 months, from submission of acceptable right-of-way documents to final certification, within the required Baseline Schedule submission. No work on privately owned properties shall commence until a Right-of-Way Certification has been issued by the State.

In addition to its meeting all other requirements applicable to the Design hereunder, the DB Entity shall prepare the final horizontal and vertical design of the roadway elements of the Project in accordance with the standards referenced herein. The roadway design shall be consistent with the improvements presented in the Project Plans.

The Design shall meet the requirements of the referenced design standards. Any changes to the BTC highway design may require amendment to the environmental.

At the conclusion of the project, the final paving limits shall include mill and overlay of full extents of any temporary traffic control phasing employed by the DB Entity on I-195, Gano Street Off-Ramp, and local roads. At a minimum, these limits shall extend as follows:

- a. I-195 Eastbound: Limits shall be as shown in BTC plans and to the limits of temporary traffic phasing.
- b. I-195 Westbound: Limits shall be as shown in BTC plans and to the limits of temporary traffic phasing.

3.9.2. Roadway Design Criteria

Appendix B contains design criteria tables for the various roadways in the Project. The tables also include anticipated Design Exceptions. The DB Entity shall minimize Design Exceptions through the Proposal process. If additional design exceptions result from the Proposal process it will be the responsibility of the DB Entity to obtain approvals.

State acceptance will be required if a proposer seeks to change a proposed design criterion from the values shown in the following tables for the BTC that results in a new Design Exception being required.

3.9.3. Pavement Design

The proposed pavement structure is shown in the BTC plans. No changes to the pavement structure are allowed unless approved by RIDOT.

3.10. Streetscape

3.10.1. General

No streetscape features are anticipated for this Project.

3.11. Traffic Engineering

3.11.1. General

The Contractor is responsible for the final design of all traffic engineering aspects of the project. The Contractor shall comply with requirements outlined in RIDOT's BUILD Grant Application including but not limited to, mitigation of the traffic congestion in the study area as outlined in Section I. The BUILD Grant Application is included in Appendix B. Per direction from the State

and subsequent to the BUILD Grant Application approval, the I-195 WB to Gano Street off-ramp movement will be included in the proposed project improvements.

3.11.2. Maintenance and Protection of Traffic Plan

The various lane configurations and roadway closures, detours and temporary access roads shown in the construction staging plans presented in the BTC shall be followed unless alternatives are accepted by the State through the Proposal process. Any modification that varies from the BTC construction staging plans shall be accompanied by a traffic analysis model (VISSIM for freeways/interstates/ramps, SYNCHRO or VISSIM for all other roadways) in order to demonstrate that the proposed changes will result in acceptable traffic operations. RIDOT shall be the sole entity that determines whether the proposal constitutes acceptable traffic conditions.

- a. Reduction to the number of traffic lanes along I-195 and all off-and on-ramps shown in the staging plans **will not be allowed**.
- b. Reduction in the number of lanes on all other roadways will not be allowed without an approved modification and accompanied VISSIM or SYNCHRO traffic analysis.
- c. Reduction of freeway weaving, tapering and merging distances will not be allowed without a prior approved modification and accompanied VISSIM traffic analysis.
- d. If a Proposal changes these BTC Conceptual Sequence of Construction Phasing plans and Stages, the Contractor will be responsible for obtaining required approvals from RIDOT and any third parties as directed by RIDOT.

Pedestrian facilities including ADA compliance shall be maintained on all open roads wherever pedestrian travel is currently permitted. The DB Entity is not responsible for maintaining access to pedestrian travel on closed roadways with the exception that pedestrian access shall be maintained to businesses and residences at all times as outlined in Section 3.11.2.2 below. The DB Entity shall maintain access to the Blackstone River Bikeway and the East Bay Bike Path. The DB Entity will be responsible for maintenance and providing an acceptable operating condition of the travel lanes within the limits of the project area.

Current traffic movements through intersections in the surrounding project area shall be modified to accommodate traffic detours during construction. The DB Entity shall facilitate the detours and maintenance of intersections, including early notifications to the stakeholders of upcoming road closures and detours. Conceptual Detour Plans are included in the Appendix B for use by the DB Entity in developing their plans. The DB Entity shall be responsible for developing the final detour plans in accordance with RIDOT and MUTCD standards.

A detailed MPT Plan for all major construction elements is required. Plans shall be drawn to scale and include all proposed traffic control devices, signing and pavement markings. Traffic management of all bicycle, pedestrian, and vehicular traffic shall be maintained within the limits of work throughout construction except as shown in the Conceptual Sequence of Construction Phasing Plans and BTC Draft TMP. The DB Entity shall provide traffic mitigation plans as needed for the intersections within the proposed detour routes. The proposed detour routes are shown in the BTC Conceptual Detour Plans. These plans shall consist at a minimum of a traffic monitoring program and a schedule for improved traffic signal timings.

The BTC Conceptual Sequence of Construction Phasing Plans and BTC Draft TMP depicts the intended staging and lane requirements during construction and any variations to the Traffic

Management or construction Staging will require prior authorization and approval by RIDOT. The requirements of the MPT plan include:

- a. Vehicular, bicycle and pedestrian access to local businesses is required at all times during construction.
- b. A minimum of 11-foot wide vehicle travel lanes on Interstate I-195, including ramps, during construction.
- c. Temporary ground-mounted and overhead signing that meets State and MUTCD work zone standards and specifications.
- d. All roadways and ramps shall remain open to traffic unless otherwise shown on the Conceptual Sequence of Construction Staging plans and shall provide adequate width to allow vehicles to travel around a disabled vehicle with the exception of the temporary contraflow lane on I-195. Any closures in addition to those shown on the plans shall be approved by RIDOT.
- e. Temporary ramps (if utilized) shall contain adequate acceleration and deceleration lanes and be designed to a 25 MPH Design speed minimum unless otherwise noted.
- f. Traffic signal monitoring shall be provided, with the potential for traffic signal timing changes as applicable. Monitoring of signal timings, suggested changes, and implementation shall be coordinated and implemented by the Contractor. The Contractor shall coordinate all work with the State and the Cities of Providence and East Providence and obtain approval from the State and the Cities of Providence and East Providence prior to implementation.
- g. Detours specified in the BTC shall be implemented as necessary, in such a manner that ensures the least possible disruption to traffic. If an alternate route is considered, a plan shall be prepared by the DB Entity and approved by the State and the Cities of Providence and East Providence prior to implementation.
 - o Note that the Taunton Avenue on-ramp closure can not take place until the proposed connector road between Valley Street and Waterfront Drive is operational.
- h. Police detail or officers shall be used as required. Certified flaggers may also be used if the traffic volume and conditions meet the State and the Cities of Providence and East Providence criteria for flaggers. The DB Entity shall coordinate this effort with the State.
- i. The DB Entity shall perform a review of all traffic signals impacted by the project and along the proposed detour routes and identify operational and equipment issues (included but not limited to signal controller, vehicle detection, pedestrian pushbuttons). The DB Entity shall inform RIDOT and the Cities of Providence and East Providence on all identified issues one month prior to any proposed detours to allow RIDOT and/or the Cities of Providence and East Providence to rectify any issues.

3.11.2.1. Off-peak Hour Lane Closures

The allowable times when lanes and shoulders can be closed are shown in the BTC DRAFT TMP included in Appendix B. The DB Entity shall determine the allowable times when lanes can be closed on any roadway during off-peak hours. This shall be based on actual traffic counts in the affected areas. In general, lanes may be closed when the traffic

volume per lane is less than 1600 vehicles per hour per lane; however, additional analysis or modeling may be required by RIDOT in order to account for weaving traffic and other disruptions to free-flowing traffic. The DB Entity shall submit the proposed lane closure specifications to the State for approval.

The DB Entity shall develop lane closure plans depicting temporary traffic management features. These plans shall be in accordance with the Manual on Uniform Traffic Control Devices. The Conceptual Detour Plans included in the BTC shall not be construed as an approved traffic control plan.

3.11.2.1A Special Requirements for Traffic Protection

In accordance with RIDOT TAC – 0350; Lane Closure/Lane Split Coordination Policy, the DB Entity shall notify the Department three (3) weeks in advance of a bridge or roadway closure/split/travel lane reduction. The Policy states that “All full closures, splits, or shifts shall be scheduled to begin on Friday or Saturday night, as determined by the TMP, to allow motoring public time to adjust to new travel patterns while allowing RIDOT the opportunity to evaluate its success. Construction work can commence on the Monday following the evaluation period.”

Any exceptions to this Lane Closure/Lane Split Coordination Policy shall be approved by the Senior Management of Department.

3.11.2.2. Access during Construction

Access to local businesses and residences in the project area shall be maintained during construction. Temporary ramp closures and detailed construction sequencing will allow traffic to be maintained during the construction of the project. The DB Entity will be responsible for maintenance of traffic and providing an acceptable operating condition of the travel lanes within limits of the project area. The DB Entity shall facilitate the detours and maintenance of intersection operations.

The DB Entity shall maintain access (vehicles, bicycles, and pedestrians) to adjacent businesses and recreational facilities at all times during construction.

Access to all work zones shall be detailed in the Maintenance and Protection of Traffic Plans.

3.11.2.3. Temporary Ramps, Bridges and Structures

The Conceptual Sequence of Construction Staging plans show temporary ramps and/or temporarily relocated ramps in order to allow rehabilitation of the bridge and construction of the proposed ramps while maintaining the required number of traffic lanes. The BTC plans do not depict temporary structures for signs. The DB Entity shall determine if temporary sign structures will also be required and include these in their design.

All temporary ramps shall be designed by the DB Entity according to the applicable specifications.

The DB Entity may alter or eliminate any of the temporary structures, provided that the required number of traffic lanes and sidewalks are maintained. All alterations and/or eliminations require the approval of RIDOT before implementation.

3.11.2.4. Temporary Roadside Elements

All temporary roadside design elements including but not limited to highway guardrails and construction barriers shall be designed in accordance with the most current AASHTO Roadside Design Guide and the AASHTO Manual for Assessing Safety Hardware 2016 (MASH). MASH TL-4 barriers shall be used on I-195 and on all ramps leading to and from I-195. All other temporary barriers shall be in accordance with RIDOT TAC 0349.

The structural design of all temporary roadside elements including all components, support poles, appurtenances, and anchorages shall be designed in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals. The sign supports shall be designed without the assistance of any guying wires or external supports.

Proposed signing plans shall include the layouts showing locations of existing and proposed ground mounted and overhead signs, special sign details, legend, sign lighting and structural and foundation requirements. Any requirements for electric service shall be coordinated with the local electric utility and provided by the DB Entity.

The DB Entity shall be responsible for the maintenance of all temporary roadside elements and the resolution of any found to be impeding safe operation of traffic at the discretion of the State.

3.11.2.5. Temporary Pavement Markings

The Contractor will provide temporary pavement markings as required within the Project limits to provide a complete traffic pattern at all times during the Project. The DB Entity shall be required to design and install pavement markings in accordance with State and MUTCD work zone standards and specifications. Use of Temporary Plastic Pavement Marking Tape is prohibited. Temporary lane configurations on other roadways that will remain in place for more than thirty-six (36) hours shall be delineated with temporary pavement markings.

Temporary pavement markings shall be "Epoxy Resin Pavement Markings." The contractor shall grind off all temporary and existing conflicting pavement markings during all stages of construction in a way that only one set of pavement markings are visible. At the completion of staged construction, all pavement areas that were affected by grinding of markings shall be milled to a minimum depth of 2" and replaced with new pavement that matches the specified pavement. Upon completion of this work, all previous markings shall be reestablished with permanent pavement markings according to the project specifications.

The DB Entity shall promptly respond to all requests by the State to refresh or remove markings within the Project limits during the construction period.

3.11.2.6. Temporary Barrier

The DB Entity shall provide all Temporary Barrier required for the Project. All barrier shall be placed such that no blunt ends are exposed to traffic. If blunt ends are required, approved impact attenuation devices shall be installed and maintained at all times. Barrier installed on bridges with a drop off shall be anchored as approved by the Engineer. Temporary Barrier shall meet the requirements of RIDOT's Standard Specifications for Road and Bridge Construction, RIDOT Standard Details and AASHTO's Roadside Design

Guide and shall be MASH compliant. Additionally, any temporary barrier anchored into to new structures should be placed with cast in place inserts. No drilling into new decks will be allowed to anchor temporary barrier. Temporary barrier for traffic control shall conform to the requirements of RIDOT TAC – 0349.

3.11.2.7. Off-Site Traffic Signals

The DB Entity shall be responsible to alleviate increased delays and queues that may occur at intersections external to the immediate project area at no additional cost to the State. It is anticipated that this work will predominantly consist of traffic signal timing modifications at existing signal locations. The DB Entity shall coordinate any potential adjustments with RIDOT and the City of Providence and/or East Providence. The signals shall be returned to the pre-construction configuration upon completion of the temporary works or as directed by the City of Providence or East Providence. The DB Entity shall perform a review of all traffic signals impacted by the project and along the proposed detour routes and identify operational and equipment issues (included but not limited to signal controller, vehicle detection, pedestrian pushbuttons). The DB Entity shall inform RIDOT and the City of Providence or East Providence on all identified issues one month prior to any proposed detours to allow RIDOT and/or the City of Providence or East Providence to rectify any issues.

Temporary traffic signals and/or signal modifications are to be considered at the secondary road intersections that are affected by the project and the project detours, including but not limited to the following roadway corridors and intersections.

Corridors:

- South Main Street/South Water Street, Providence
- Wickenden Street, Providence
- Gano Street, Providence
- South Angell Street/Angell Street, Providence
- Warren Avenue, East Providence
- Taunton Avenue, East Providence
- Broadway, East Providence
- Pawtucket Avenue, East Providence

Key intersections:

- South Water Street at Wickenden Street, Providence
- South Main Street at Wickenden Street, Providence
- Benefit Street at Wickenden Street, Providence
- Gano Street at Trenton Street/I-195 Westbound ramp, Providence
- South Angell Street at Butler Avenue, Providence
- Waterman Street at Butler Avenue, Providence
- Gano Street at Pitman Street
- Warren Avenue at Broadway, East Providence
- Broadway at Freeborn Avenue/I-195 Westbound ramps, East Providence
- Pawtucket Avenue at I-195 Westbound on-ramp, East Providence
- Pawtucket Avenue at Taunton Avenue, East Providence

Traffic volumes will be provided as part of the BTC Plan. If additional traffic counts are required for the final design due to change of the BTC, proposed by the DB Entity, the DB Entity shall obtain them at no cost to the State. Prior to detouring traffic, the DB Entity shall submit to the State for approval, temporary signalization plans with revised timings based on capacity analysis.

The DB Entity shall provide a traffic analysis memorandum that includes traffic operations analysis (using VISSIM and/or SYCNHRO) along all impacted intersections (including detour routes). Any revised timings listed on the temporary signalization plans shall be based on the traffic analysis.

The DB Entity is required to have a Monitoring Plan in place and make controlling signal timing changes to accommodate the revisions in the traffic patterns. The Monitoring Plan shall be prepared by the DB Entity and submitted for approval to the State and the City of Providence and East Providence before the commencement of construction activities that will have the possibility to impact AM or PM peak period traffic. The Monitoring Plan shall include proposed staffing by the DB Entity for all identified intersections during each peak traffic period. The Plan shall define the methodology to be used to react to issues identified during the monitoring. All signal timing changes are to be approved by the State and implemented by the DB Entity.

3.11.2.8. Transportation Management Plan (TMP)

The need for a Transportation Management Plan (TMP) has been evaluated by the State and it has been determined that the development of a Level 1 TMP is required for this project. The DB Entity is required to submit a TMP to the State in accordance with the FHWA guidance document titled "Developing and Implementing Transportation Management Plans for Work Zones." This document can be found at the FHWA website listed below.

http://www.ops.fhwa.dot.gov/wz/resources/publications/trans_mgmt_plans/index.htm.

The TMP shall clearly state the closure duration(s) for each of the four (4) existing on/off-ramps within the project limits; existing Gano Street on-ramp, Gano Street off-ramp, Taunton Ave on-ramp, and Vets Memorial Parkway on-ramp. The DB Entity will be held to the durations provided in the TMP and actual closure durations which exceed those accepted in the TMP will invoke Section 937.1000 of the Mandatory Specifications.

A BTC Draft TMP is included in Appendix B including attachments that specify the minimum number of lanes and shoulders to remain open to traffic at all times. At no time shall the number of lanes/shoulders be reduced to less than what is specified in the BTC Draft TMP unless the DB Entity can provide justification (through analysis, modeling and traffic volumes) that the impacts to traffic will not be significantly worse than the traffic conditions during the construction of the BTC. RIDOT shall be the sole entity that determines whether the proposal constitutes a significantly worse traffic condition.

Documentation of the TMP pertinent to the project design shall be included in the Design Report which is required with the standard milestone submissions.

Elements of the TMP shall be presented in the contract's plans (such as the Temporary Traffic Control Plan(s)) and specifications.

3.11.2.9. Temporary Changeable Message Signs

The DB Entity shall provide temporary changeable message signs outside of the immediate construction area to provide advance warning for motorists. These temporary devices will supplement the State's existing changeable message signs.

The DB Entity shall coordinate with the State to finalize the changeable message sign locations and text. Signs shall not be placed on private property or on sidewalks.

The DB Entity will be responsible for supplying and maintaining the temporary changeable message signs. The DB Entity will promptly respond to all State requests to relocate and/or update text on the changeable message signs during the Project.

3.11.2.10. **Real Time Work Zone Traffic Information System (RTWS)**

It is anticipated that traffic conditions will deteriorate due to queuing caused by high traffic volumes, work zone vehicle interference, weather, grade changes, etc. This project will require the DB Entity to supply the necessary equipment to monitor traffic due to these conditions. The DB Entity shall furnish, install, relocate, maintain, and operate a Real Time Work Zone Traffic Information System (RTWS) throughout the duration of the project. The RTWS shall detect traffic conditions in advance of, and/or through, the work zone and provide real time traffic information to motorists.

The RTWS shall include, at a minimum, vehicle detection; portable changeable message signs (PCMS), portable cameras, and a website for monitoring traffic remotely, associated communications and software as defined herein. The system shall be capable of transferring real time data in a file format compatible for the State, as well as to an external website. The project website shall provide current operational status (i.e. current traffic data and messages, communication system signs, and sensors) via the internet to any web-browser equipped remote computer.

To support incident management, the RTWS shall be programmed to authorized State project personnel and the TMC Control Room staff to manually override motorist information messages for a user-specified duration after which automatic operation will resume with display of messages appropriate to the prevailing traffic conditions. The DB Entity shall supply training and documentation to enable the State system operators to add additional signs or traffic sensors to the system.

The DB Entity shall:

- Ensure that the RTWS is furnished, installed, and maintained by personnel who are experienced in this type of work.
- Ensure that an "on site" specialist, who is skilled in the operation of all the RTWS equipment and software is locally available 24 hours per day, 7 days per week, to maintain the system components, move portable device as necessary and to respond to emergency situations within 24 hours, and ensure that this specialist is equipped with sufficient resources to respond to needed corrections of deficiencies.
- Ensure that the Engineer and his/her designee are trained to operate the system.

- The RTWS is required on I-195, Taunton Avenue, and Veterans Memorial Parkway. Additionally, DB Teams shall investigate the feasibility of RTWS on local roadways to reduce the impacts of the construction phasing to roadway users.

3.11.3. Permanent Roadside Elements

All permanent roadside design elements including but not limited to highway guiderail, vehicle barriers, sign supports, drainage outlets, railings, curbs, light poles, gates, and fences shall be designed in accordance with the most current AASHTO Roadside Design Guide and the AASHTO Manual for Assessing Safety Hardware 2016 (MASH). MASH TL-5 barriers shall be used on I-195 and all ramps leading to and from I-195. All other barriers shall be MASH TL-4. All W-Beam guardrail shall meet MASH TL-3. All transitions from W-Beam to concrete barrier shall include a thrie-beam connection at the barrier. All end terminals and/or crash cushions shall meet MASH TL-3.

New signage shall be provided as required for the proposed design in accordance with State and MUTCD standards and specifications. **Signage shall include, but not be limited to, wayfinding signage to direct motorists from the Waterfront Drive off-ramp to the I-195 westbound on-ramp at Warren Ave / Veterans Memorial Parkway and the eastbound on-ramp at Warren Ave / S. County Street, in addition to any other wayfinding signage needed throughout the project limits.**

A protective sealer is required on the exposed surfaces of all permanent median barriers in accordance with the Specification for Section 820 – Concrete Surface Treatment – Protective Sealer. The final topcoat color shall be gray.

The DB Entity shall include, with the approval of RIDOT, mitigation/countermeasures in the design to reduce the potential for wrong way vehicular entry at interchange ramps. Potential elements could include signage, striping, lighting, delineation, ITS, bi-directional arrows, and/or Wrong Way sign activation via radar.

3.11.4. Permanent Pavement Markings

The DB Entity shall provide permanent pavement markings as required within the Project limits to complete the Project. The DB Entity is required to design and install pavement markings in accordance with State and MUTCD standards and specifications. At the conclusion of the project, the final paving limits shall include mill and overlay of full extents of any temporary traffic control phasing employed by the DB Entity on I-195 and all new and impacted on/off ramps and local roads. New permanent pavement markings shall be installed in all these areas.

Pedestrian crosswalk layout and details shall be constructed in accordance with the BTC Plans, Special Provisions and according to the State standards and City of Providence or East Providence Standards.

3.11.5. Permanent Traffic Signals

The Traffic Signal equipment at the intersection of Gano Street at Trenton Street/I-195 WB Off-Ramp will be replaced with new equipment. The DB Entity is responsible for improving the safety of the intersection as it pertains to pedestrians and bicycle traffic thru the use of pedestrian signals, bike signals and associated traffic safety signing (i.e. 'no turn on red', etc) at the intersection. The design of this intersection requires coordination with the City of Providence, area stakeholders (including but not limited to City of Providence Bicycle and Pedestrian Advisory Commission, City of Providence Planning and Development Department,

City of Providence Public Works Department, Fox Point Neighborhood Association) and a Public Outreach effort. The DB Team shall anticipate multiple iterations with respect to this coordination effort.

Traffic signal poles and light poles shall meet current RIDOT, City of Providence or City of East Providence standards depending on the appropriate jurisdiction. The DB Entity is responsible for the installation of the signals including ancillary equipment. Modifications to the Broadway at Warren Avenue, and Broadway at I-195 westbound ramps intersections are also required.

The newly constructed intersection at Waterfront Drive and the new I-195 WB Off-Ramp shall be signalized. The signal system shall include queue detection on the off-ramp to prevent queues onto I-195 WB and shall be designed to allow for the future installation of pedestrian accommodations, including APS.

The Signals will use metered service from National Grid to power all signal equipment. RIDOT will be responsible for paying energy costs for the following signals upon final completion of the Project:

- Gano Street at Trenton Street/I-195 WB Off-Ramp
- Waterfront Drive at I-195 WB Off-Ramp

All other signals are expected to remain under the current agency jurisdiction.

Prior to the start of construction and procurement of any traffic signal equipment, the final locations of all underground and overhead utilities in the vicinity of the traffic signals should be verified and adjusted by the DB Entity in order to avoid conflicts with the completed traffic signal design. A field utility walkthrough shall be done to locate any utility that may come in conflict with the Traffic Signal.

3.11.5.1. Methods and Materials

All material and construction methods shall conform to Rhode Island DOT's standard specifications and details which are available on the State's website. Additionally, provisions shall be made by the DB Entity to meet or exceed R.I. structural design requirements of the proposed traffic signal pole attachment falling within the limits of the proposed and existing bridge structures and/or retaining walls.

3.11.6. Wrong Way Driving Mitigation

The DB Entity shall be responsible for the design, construction, and implementation of wrong-way driving detection and mitigation systems at the following two locations within the project limits:

- Gano Street at Trenton Street/I-195 WB Off-Ramp, and
- Waterfront Drive at I-195 WB Off-Ramp.

The DB Entity shall coordinate the design of the wrong way driving systems with the Traffic Management Center (TMC). Approval of the final design will be made by the TMC.

Specifications for wrong way driving equipment and systems can be found in Appendix B.

The DB Entity shall account for additional locations where wrong way driving equipment and systems may be added within the project area as part of the approval process of the Interchange Justification Report under review by FHWA.

3.11.7. **Potential Alternatives**

Alternatives may be considered and are encouraged for the design. Acceptance of these alternatives is not guaranteed. They would need to be vetted by the Proposer and submitted as part of the Proposers final proposal.

3.11.8. **Disallowed BTC Modifications**

BTC modifications that include any of the following will not be accepted by the State.

- a. Changes that will not adhere to the approved environmental documents.
- b. Changes that require additional Rights of Way, unless the DB Entity procures said rights of way.
- c. Elimination of any ramp movements, roadways, or intersections.
- d. Changes that will result in vehicle queues and travel times that exceed the vehicle queues and times listed in the RIDOT BUILD Grant Application (included in Appendix B).
- e. Changes that have not or cannot be approved by all parties involved, including but not limited to, RIDOT, FHWA, The City of Providence, The City of East Providence and regulatory agencies.

3.12. **Geotechnical**

3.12.1. **General**

The DB Entity shall conduct all work necessary to complete the geotechnical investigation and design for the project. Elements of the work include, but are not limited to, the following:

- a. The DB Entity shall review the existing geotechnical information that includes the Geotechnical Data Reports (GDR, Appendix B).
- b. Additional geotechnical information in the form of historic as-built drawings and soil boring logs are included in Appendix B for reference purposes.
- c. The DB Entity shall evaluate the requirements of the work and perform geotechnical explorations, geotechnical analyses and laboratory testing to supplement the existing data that, at a minimum, shall meet the requirements for final design in the Rhode Island LRFD Bridge Design Manual and other mandatory standards. The DB Entity shall provide geotechnical designs and construction support in accordance with this section.

The DB Entity shall prepare and submit a final GDR and GIR for their final design. The purpose of the GDR and GIR are as follows;

- a. Geotechnical Data Report (GDR) – The GDR contains all the factual geotechnical data gathered for the project. The GDR and geotechnical data generated by the DB

Entity are to be used as the basis for final design.

- b. **Geotechnical Interpretive Report (GIR)** – The GIR is an interpretive geotechnical document used to establish a common understanding and interpretation as understood by and used by the DB Entity (designer & builder) of the subsurface conditions and their potential impact and effect of risk on the design and construction of the project design concept. The GIR is considered to be the primary contractual interpretation of the project geotechnical subsurface conditions and their potential effect on design and construction of the project design concept as portrayed in the RFP.

The BTC is based on the assumption that foundations supporting new bridge structures and the widening of Bridge No. 700 will consist of deep foundations consisting of driven piles, drilled micropiles, or drilled shaft foundations. Retaining walls intended for highway grade separation may be supported on either spread footings or deep foundations. The BTC also assumes that new embankments and retaining walls that are located in areas underlain by compressible organic soils and liquefaction susceptible soils will be adequately designed to address settlement and global stability issues. The DB Entity will be responsible for all supplemental geotechnical explorations, testing, research and other measures as necessary to support any proposed modifications to the BTC foundation assumptions.

As part of the final design, the DB Entity is required to completely analyze the new structures, including the widening of Bridge No. 700, for all proposed conditions and take full design responsibility for all aspects of the foundations.

All geotechnical construction shall be conducted in accordance with the geotechnical reports prepared as part of the Final Design. Any additional subsurface explorations required to complete the geotechnical report shall be the responsibility of the DB Entity.

3.12.2. Personnel Requirements

The DB Entity shall provide a Geotechnical Engineering Manager with a minimum of 10 years of supervisory experience in geotechnical design and construction support of roadways, bridges, retaining walls and other highway-related elements. The Geotechnical Engineering Manager shall have experience working on RIDOT projects and shall be familiar with the AASHTO LRFD Bridge Design Specifications, the AASHTO Guide Specifications for LRFD Seismic Bridge Design, and the AASHTO Manual on Subsurface Investigations. The Geotechnical Engineering Manager shall be a Professional Engineer, licensed in the State of Rhode Island, and shall be responsible for the geotechnical design elements of the project.

3.12.3. Existing Geotechnical Information

Subsurface geotechnical investigations have been performed for the development of the BTC to supplement the original boring information and other historical information. This information is included in Appendix B.

3.12.4. Geotechnical Study by the DB Entity

As indicated above, geotechnical study and analysis by the DB Entity will be necessary for completion of the final design. This work shall be included in the proposal price. Additional geotechnical explorations and analyses, as required, shall be performed in accordance with the Rhode Island LRFD Bridge Design Manual, with particular reference to the report entitled "Guidelines for Geotechnical Site Investigations in Rhode Island, Final Report," dated March

2005, RIDOT TAC 0346, and all other investigations required for design and construction. This additional work shall also be included in the proposal price.

The DB Entity shall meet all requirements and obtain all governmental approvals necessary for geotechnical explorations, including "Dig Safe" requirements, and all approvals and permits required for access road grading, drilling, and groundwater protection from inter-aquifer contamination.

3.12.5. Geotechnical Reports

Final Design geotechnical reports shall be prepared for each structure and submitted by the DB Entity as part of the final design. The reports shall be prepared in conformance with requirements of the Rhode Island LRFD Bridge Design Manual and all applicable RIDOT TAC's.

3.12.6. Geotechnical Design Approach

All geotechnical analysis, design and report preparation shall be completed in conformance with the Rhode Island LRFD Bridge Design Manual and the AASHTO LRFD 8th Edition unless otherwise approved by the State. The DB Entity shall clearly identify in the Proposal the methodology for geotechnical analysis and design to be used in the Final Design.

As outlined in Part 1, the DB Entity shall submit, at the times required, a written statement of their approach to Geotechnical Engineering in the Final Design under this Project. The statement shall be updated at each step as required. The intent of the statement and any related discussion is to confirm the DB Entity's understanding of the geotechnical requirements under this Project and the responsibility of the DB Entity for the geotechnical engineering and design required as part of the Final Design.

3.12.7. Modifying Existing Foundations

The Project consists of widening of the existing West Abutment, Pier 1, Pier 2, Pier 3, and Pier 4, of the Washington Bridge, and Pier 3R of the existing Gano Street Ramp. The widening of these substructures will require design and construction of new deep foundation elements and re-use of existing pile foundations. If existing pile foundations are exposed as a result of construction activities, the Contractor shall utilize pile hammer and dynamic pile testing to verify the capacity for one existing pile in each pile group. New foundation elements shall be load tested to verify the design resistance. All pile testing shall be in accordance with RIDOT Standard Specification Section 804.

Construction adjacent to existing pile foundations to remain shall address the following, at a minimum, in the design submission as well as the statement of geotechnical intent:

- a. Effects on staging and sequencing
- b. Potential harmful effects during construction on structures remaining in service
- c. Details of connection to the new structure
- d. Remaining service life of the in-place foundations
- e. Details of the proposed field-testing program to confirm in-place capacity

3.12.8. Foundation Design

The DB Entity shall prepare a geotechnical interpretive report (GIR) indicating design bearing and geotechnical pile capacities and determine the final bearing pressures, pile design, and reactions under the AASHTO LRFD 8th Edition.

The stability and bearing resistance evaluations by the DB Entity for the foundations as part of the final design shall include all construction activities, construction staging, groundwater table, final ground surface, and temporary and final load condition on the foundations. The DB Entity shall demonstrate that the proposed designs meet both strength and serviceability requirements of the latest Rhode Island LRFD Bridge Design Manual and the applicable Geotechnical guidance documents.

Unless determined otherwise by the Geotechnical engineer retained by the DB Entity, and accepted by the State, design parameters for newly installed backfill shall be as listed in the Rhode Island LRFD Bridge Design Manual and the RIDOT Standard Specifications for Road and Bridge Design.

3.12.9. **Retaining Walls and Embankments**

New retaining walls are required in several areas of the project. Proprietary walls may be Prefabricated Modular Walls, Mechanically Stabilized Earth (MSE) walls, or Geosynthetic Reinforced Soil (GRS) walls from the RIDOT Approved Products List. Conventional concrete gravity or cantilever walls may also be used. Additionally, soldier pile and permanent lagging walls may also be used provided a façade is provided in front of the soldier pile and lagging wall so it is not visible to traffic.

Retaining structures shall be designed in accordance with the latest edition of the Rhode Island LRFD Bridge Design Manual, AASHTO LRFD 8th Edition and AASHTO Standard Specifications for Highway Bridges.

Ground improvement methods may be necessary where new retaining walls and embankment fill are underlain by fill and organic soils, in order to limit settlement and to improve global stability. Alternately, driven or drilled pile foundations may be used. Protection of buried utilities may require use of lightweight or ultra-lightweight fills in new embankments and retaining walls and/or structural support/enhancements for protection against added stresses.

The DB Entity shall complete design of internal, external, and global stability of retaining walls and embankments as part of the final wall design. The wall designer is required to be on-Site for construction monitoring and Quality Control of the construction of the MSE and Prefabricated Modular Walls to ensure that the construction is consistent with the design assumptions.

3.12.10. **Geotechnical Monitoring**

Geotechnical instrumentation shall be used to monitor existing structures within 200 feet of driven piles or other vibration producing activities during construction. The DB Entity shall conduct pre- and post-construction condition surveys of each structure within the influence area. The DB Entity, and their Geotechnical Engineer shall determine acceptable movements and vibrations that adjacent structures can safely accommodate, in accordance with accepted practice. The DB Entity shall design instrumentation for adjacent structures appropriate for potential construction impacts. Threshold and limiting values for instrumentation readings shall be determined to limit construction impacts to acceptable levels, in accordance with accepted practice. The instrumentation limit values shall be selected so that construction can proceed with the ability to modify operations before unacceptable damage occurs should impacts be greater than anticipated.

3.12.11. **Geotechnical Design Criteria**

In addition to requirements identified above, the DB Entity shall be responsible to:

- a. Provide all final design and details for all bridges and retaining walls.
- b. The DB Team shall design all temporary earth support systems required for the Project. Any temporary earth support systems that the Contractor finds necessary to remain in place at the end of the project, including items that are impractical to remove due to design, construction staging or other functional requirements shall meet the “Buy America” regulations.
- c. Select dewatering systems based on their construction means and methods.
- d. Protect existing structures.
- e. Determine the seismic site classification and evaluate the potential for seismic induced liquefaction, as necessary.

3.13. Bridge Design and Other Structures

3.13.1. General

The general scope of the Project is based on the BTC Drawings and Special Provisions, except as modified herein. The Project includes the construction of a new Waterfront Drive Off-Ramp Bridge, Gano Street On-Ramp Bridge, rehabilitation and strengthening of the Washington Bridge North No. 700 and widening of the Washington Bridge North in Spans 1 through 4 between the existing Gano Street Off-Ramp and the proposed Gano Street On ramp. Accelerated Bridge Construction techniques may be used on some or all the work to minimize the impact on existing traffic and to reduce the overall project schedule.

The general scope of work shall include the following anticipated work included in the BTC:

Current Bridge #	New Bridge #	Bridge Name	Treatment
070001	070001	Washington Bridge North	Rehabilitation & Widening
	126601	Gano Street On-Ramp Bridge	New
	126701	Waterfront Drive Off-ramp Bridge	New

3.13.2. Preconstruction Survey of Existing Structures and Construction Monitoring

The DB Entity shall conduct a pre-demolition survey and establish and maintain a program of construction monitoring for existing properties within 200 feet (unless otherwise noted) of proposed construction activities.

The DB Entity shall contact owners of the adjacent properties and make arrangements for access to the facilities for the purpose of surveying and monitoring. Requirements generally include the following items.

- a. Buildings adjacent to Construction – survey of building structure, vibration monitoring system,
- b. Walk through video including foundations, walls, windows and doors
- c. Landscape Elements – trees to be protected.

The existing structures and facilities within the vicinity of this project not being altered by the construction activities shall be protected from damage during any demolition. Prior to the start of construction, the DB Entity shall document the condition of the existing facilities. The State may review the documentation for accuracy. During and after construction, the DB Entity shall re-evaluate the condition of these facilities. If damage from construction activities to said facilities is noted, the DB Entity shall repair the damage at no additional cost to the State. The DB Entity shall conduct a post construction survey to document the final condition of all existing properties covered under this program. The pre- and post-construction surveys shall be done by a licensed professional engineer registered in the State of Rhode Island.

The DB Entity shall submit to the State copies of the initial documentation as well as the results of periodic (monthly) monitoring and final documentation of conditions.

The Hunter S. Marston Boathouse located at 258 India St, Providence RI has been identified as a historic structure. While this structure is located just outside of the 200 foot zone of construction activities, this structure shall have a preconstruction survey and be monitored in accordance with this section.

3.13.3. Protection of Persons and Property during Construction

The DB Entity shall ensure the safe passage of persons, vehicles and bicycles around the areas of demolition and construction and prevent injury to persons and damage to property through the use of appropriate temporary shielding, protective barriers and enclosures.

The DB Entity shall take care not to damage portions of any structure that is to remain a part of the Project or private property that is adjacent to the construction area. Any item damaged, or otherwise made incapable of continued use due to demolition or construction operations, shall be repaired or replaced with an equal or better product by the DB Entity at its own expense and at no expense to the State.

The DB entity shall provide adequate shoring and bracing to prevent unstable structures from collapsing. During the prosecution of the work under this Section, the State may reject the use of any method or equipment that causes undue vibration or damage to any part of the remaining structure or adjacent structures. The DB Entity shall take effective measures to prevent windblown dust and erosion.

The DB Entity shall take precautions beyond normal operating procedures for the purpose of minimizing or eliminating dust caused by demolition. The DB Entity should meet with the adjacent property owners to consider means for mitigating the negative effects of dust on their operations. If during the course of the work, the State deems that the dust accumulation on the adjacent properties is excessive, the State will order a cessation of the work until more effective means of dust control are established.

3.13.4. Maintenance of Bridges during Construction

The construction of this project is scheduled to run for several years. The Washington Bridge North Bridge 700 is in poor condition. The DB Entity is responsible for maintaining this bridge for the duration of the project. The following maintenance work may include, but is not limited to the following:

- a. Patching of spalls and holes in the bridge deck
- b. Patching failing asphalt overlay

c. Repairs or replacement of existing joints

The determination of need for maintenance work shall be as directed by the State/Resident Engineer. An estimated cost has been included as a schedule of value in the lump sum base bid as follows:

1.13.2 Bridge and Roadway Special Maintenance FHWA Participating

1.13.3 Bridge and Roadway Special Maintenance FHWA Non-Participating

The actual cost of the work shall be billed and paid for to reflect actual costs incurred, as described in Section 109.04a.4 force account basis. This effort will include all necessary traffic control, material, equipment and labor necessary to complete the maintenance work as directed.

3.13.5. **Graffiti during Construction**

The Contract requires furnishing and installing an anti-graffiti coating system on exterior exposed surfaces of bridges and retaining walls. The surfaces protected shall be clean and free of all graffiti at the completion of the project at the time of final acceptance, in accordance with Section 842 Anti-Graffiti Coating. The construction of this project is schedule to run for several years, and it is anticipated that there will be on-going graffiti in the project area. All graffiti is required to be removed by power wash, painted or other means, as directed by the State and/or Resident Engineer. The graffiti shall be removed on the next business day.

The actual cost of the work to remove graffiti during construction shall be billed and paid for to reflect actual costs incurred, as described in Section 109.04a.4 force account basis, under Item 1.31. Bridge and Roadway Special Maintenance. This effort will include all necessary traffic control, material, equipment and labor necessary to complete the work as directed.

3.13.6. **Demolition of Structures**

Preliminary BTC Plans have conceptually been developed for the partial demolition of the existing Washington Bridge to accommodate the future widening.

Demolition and removal shall include but not be limited to the partial demolition of the existing fascia arches, bridge deck, pylons, existing piers, abutment and wingwall, as well as the demolition of the existing bridge rail within the limits of the bridge widening (unless otherwise shown in the BTC). Piling may be left in place. The Project demolition work consists of removal and disposal of the existing bridge and wall elements as shown in the BTC Drawings and as required by the Final Design.

Demolition shall be consistent with the anticipated construction staging plans. For partial demolition, the DB Entity shall design temporary falsework, framing or foundations to ensure that the remaining portions of the bridge are safe and functional in all stages of construction.

The existing bridge superstructures and all portions of the substructure and all walls subject to demolition shall become the property of the DB Entity, except insofar as the existing elements are to be incorporated into the Project.

Condition of Structures:

The State assumes no responsibility and makes no claim as to the actual condition or structural adequacy of any existing construction to be demolished. The DB Entity shall investigate and assure itself of the condition of the work to be demolished and shall take all precautions to ensure the safety of persons and property on or near the Site.

Utilities:

The DB Entity shall maintain and protect all utilities, including but not limited to those exposed, covered, structure mounted, buried underground and overhead, except those requiring removal, for which the DB Entity shall maintain and protect the utility until such time it has been removed from service by the owner. The DB Entity shall be responsible for adequately protecting existing utility lines, so that they can remain in service. If any utilities are damaged due to the DB Entity's operations, the DB Entity shall repair them at its expense.

The DB Entity shall identify and protect all utilities from damage during demolition. If the DB Entity elects to allow debris to fall onto the ground or onto surface streets during demolition, it shall coordinate with the utility owners regarding protection of all utilities.

Traffic:

The DB Entity shall coordinate and conduct operations and removal of debris to ensure minimum interference with the normal use of public ways and other adjacent facilities. The demolition process shall be in accordance with the approved Conceptual Sequence of Construction Phasing Plans, BTC Draft TMP with Attachments and Maintenance and Traffic Control Plans prepared by the DB Entity. The allowable times when lanes and shoulders can be closed are shown in the BTC DRAFT TMP included in Appendix B. Modifications of the MPT plans during construction will require coordination with the State, the City of Providence, City of East Providence and local businesses.

The DB Entity shall not close or obstruct traffic on streets in addition to those shown in the approved MPT plans without the written permission of the State to do so.

Salvage:

All materials removed not to be re-used for the proposed structure shall become the property of the DB Entity and shall be removed from the Site. Disposal of materials shall be in accordance with all local, state and federal regulations.

Explosives:

The use of explosives in the demolition process will not be permitted under any circumstances.

Construction Staging:

The demolition work shall be coordinated with the intended staging of construction proposed by the DB Entity.

The demolition of portions of the bridge shall be performed during available lane and roadway closures such that demolition is not performed over open lanes of traffic.

Submittals:

The methods and schemes proposed for demolition shall be prepared under the supervision of a Professional Engineer registered as such in the State of Rhode Island and Providence Plantations. Such Engineer shall be familiar with these specifications, those of AASHTO, the State's Blue Book, and the Project, and shall be experienced in the relevant technical field. All drawings and calculations shall be stamped with the seal of the Professional Engineer.

The DB Entity shall be responsible for submitting the following information to the State for review and approval:

1. Materials Disposal Plan

- a. Identifying off-Site disposal locations.
- b. Agency certification(s) for off-Site disposal locations.
- c. Prior to the submission of a periodic invoice for payment for work including materials disposal, all disposal receipts from the solid waste facility or the recycling site shall be submitted to the Resident Engineer. Such receipts shall bear the printed name of the facility operator and shall specify the date of delivery and the quantity and type of material delivered and shall be signed by an on-site representative of the facility operator. No payments will be made for the disposal of materials for which there are no signed disposal receipts.

2. Demolition Plans

A demolition plan shall be submitted for each structure/partial structure to be removed. A demolition plan indicating procedures, sequence of operations, placement of shields, barriers, equipment types and placement, dust control, and plan of demolition. The demolition scheme shall be coordinated with proposed construction staging and MPT Plans. As a minimum, the following information shall be included in the submittal.

- a. Plan(s) showing the location of all roadways, utilities, structure to be removed, adjacent structure(s) not included in demolition, protective barriers and shielding as required, and other appurtenances in the vicinity of the demolition area.
- b. Proposed work area including right-of-way lines and easement lines.
- c. Calculations for all temporary supports and existing elements to remain during stage construction. If cranes are proposed to be placed behind existing abutments or walls, calculations shall be submitted demonstrating adequate resistance to sliding and overturning.
- d. Approximate location of loading areas for trucks used to remove debris and beams.
- e. Identification of crane type and model, crane set-up location(s) and intended operating radii and pick loads.
- f. Crane and lifting equipment technical information, including rating data. Information shall include equipment geometry, weight, boom-lift capacity, and crawler pressure tables.
- g. Identification of the order and sequence for the use of lifts and the repositioning of equipment; and intended pick weights.
- h. If applicable, identify methods and materials proposed for temporary structures or strengthening of specific structural members for stability during the demolition process.
- i. Identification of other equipment proposed for use in the demolition process.
- j. A schedule of demolition operations identifying their durations and sequence.
- k. Any other pertinent information that describes the proposed demolition procedures and activities.

Any acceptance of the above-described submissions by the State shall not relieve the DB Entity of complete responsibility for all demolition procedures and operations and their effects.

3.13.7. **Bridge Design and Construction**

Preliminary BTC design plans have been developed for the proposed rehabilitation of the Washington bridge and the proposed new bridges, including general layout of each new bridge. These plans and layouts are schematic only and are not guaranteed. Notes are included on the plans that indicate the design and detailing requirements for each bridge. Unless otherwise indicated, vertical clearance for the Washington Bridge shall not be less than the existing clearance. The vertical clearance for the proposed Gano Street On-Ramp shall not be less than 14'-3" over the newly constructed shared use path and 16'-0" over Gano Street. The vertical clearance for the proposed Waterfront Drive Off-Ramp Bridge shall not be less than 14'-3". The DB Entity is responsible for the complete design, detailing, and construction of each new and rehabilitated bridge.

The DB Entity acknowledges by receipt of such documents that it explicitly understands that while these plans have been advanced to a certain level, the DB Entity shall be required to provide a final, complete Project design stamped, sealed, and certified by a Professional Engineer, for review and approval by the State and possibly third parties. The Professional Engineer shall be registered as such in the State of Rhode Island and Providence Plantations.

The scope of work includes, but is not limited to, design and construction of all new bridges and bridge widening as needed to support the proposed roadway layout in the final design. Also to be included is all design and construction related to the rehabilitation of the existing Washington Bridge North No. 700. All work shall conform to the requirements and concepts shown in the BTC plans and the work described below.

The BTC plans detail the general configuration and elements/treatments that have been developed through the preliminary design phase, including incorporating input from coordination with environmental permitting agencies, utility coordination, and during outreach to community officials that has occurred for the Project. Elements including, but not limited to, the substructure foundation design, pile quantities and layouts, and bridge scuppers have only been shown conceptually and are not designed. The roadway alignment, profile, and cross section shown on the BTC plans were developed through coordination performed for the Project. Final design of the bridge superstructure is required as part of this Project. Further details on the limitations for modifications in the final design are outlined in this RFP.

The DB Entity shall use Accelerated Bridge Construction (ABC) techniques where beneficial. It is anticipated that proposers will consider using techniques including, but not limited to, erection methods, prefabricated bridge units (PBU), lateral slide techniques, Self-Propelled Modular Transporters techniques, precast concrete deck panels, precast substructure elements, and additional work hours.

The DB Entity will finalize the bridge design in conformance with the latest Rhode Island LRFD Bridge Design Manual including supplemental memos and TAC's, AASHTO standards, and all other standards as applicable. A Bridge Rating Report in conformance with the RIDOT Bridge Design Manual and the RIDOT Guidelines for Load and Resistance Factor Rating (LRFR) of Highway Bridges and as-built replacement superstructure plans will be prepared by the DB

Entity after the bridges are constructed/rehabilitated, open for full beneficial use, and inspected by RIDOT.

The State has proposed the use of integral and semi-integral backwall designs wherever possible in order to provide jointless deck end conditions. The backwall would be attached to the ends of the bridge beams and connected to the deck via a reinforced concrete closure pour. The backwall would retain the backwall soils, support the approach slab ends and provide longitudinal resistance for seismic forces. Transverse seismic forces would be resisted with standard cast-in-place concrete keeper blocks. Where not practicable to incorporate integral or semi-integral backwall designs, deck over backwall design shall be incorporated.

The following sections contain information regarding bridges with more complexity requiring special design and construction techniques. The DB Entity shall determine the construction sequences and methods for the other bridges and structures.

3.13.7.1. Washington Bridge Rehabilitation

The Washington Bridge North consists of eighteen spans carrying I-195 WB over the Seekonk River and Gano St, Water St, Waterfront Drive, and Valley St. Except for span 7, spans 1 thru 14 consist of prestressed concrete drop-in beam spans with variable depth post tensioned cantilever beams. Spans 15 through 18 consist of prestressed concrete I beams. The superstructure is supported by multi-column pier bents founded on deep pile foundations. The beams support a reinforced concrete deck with a three-inch asphalt wearing surface. The proposed bridge rehabilitation and strengthening shall be constructed in phases, maintaining the minimum number of lanes shown on the BTC Conceptual Sequence of Construction Plans and in the Draft TMP with Attachments.

Consistent with best practices in the 1960's, the superstructure of Bridge No. 700 was designed with numerous deck joints. The benefits of the deck joints are in accommodating live load rotation of the girders and thermal forces in the structure whereby the joint relieves the stresses in the deck and mitigates the potential for deck cracking. However, over the last thirty years there has been a shift in design philosophy and now current best practice is to minimize the number of deck joints or to eliminate them entirely to minimize the amount of future required maintenance. The overall goal of this project is to provide a 25-year design life for the rehabilitated structure; therefore, the DB Entity shall design and construct the bridge strengthening and rehabilitation with a minimum design life of 25 years. The BTC plans show one way to achieve this using link slabs to eliminate as many deck joints as possible, preventing future deterioration of beam ends. It is not the intent of the project to replace bearings not explicitly shown on the BTC drawings. The Design Build Team may propose alternative methods, through the ATC process, to meet the 25-year design life goal, however preference will be given to proposals that minimize the amount of future required maintenance. The Design Build Team is responsible for any required retrofit or strengthening required by their proposal to achieve the 25-year design life. The DB Entity shall develop models and prepare design calculations as necessary to show their proposed method of rehabilitation will achieve this requirement. If link slabs are included in the DB Entities proposal, they shall be designed in accordance with the latest industry standards. The DB Entity may use the procedures outlined in MassDOT LRFD Bridge Manual, Section 3.5.2.5 as a guide. Please note that strengthening of beam ends and the east end

substructure pier caps, as shown in the BTC, is required regardless of if link slabs are proposed or not.

The DB Entity shall perform concrete repairs and crack sealing for the existing structure that is to remain and be reused, including but not limited to drop-in beams, precast beams, cantilevers, substructures, spandrel walls, and all other concrete items. All repairs shall be in accordance with the requirements provided on the BTC Plans and the RIDOT Standard Specifications. It is anticipated that 6,000LF of cracks will need to be repaired and sealed under this rehabilitation. All costs associated with repairing and sealing of cracks shall be included in Item 1.4.1 of Form N Cost Proposal Form.

Portions of the bridge superstructure currently have an LRFR Rating Factor less than 1.0 for the HL-93 Design Load when using analytical methods. The latest rating utilized a proof load test of the drop-in spans. The superstructure and piers 14 through 18 shall be strengthened. The Design Load for all strengthening and the determination of the need for strengthening shall be in accordance with RIDOT TAC 0347. At the end of the Project the rating of the rehabilitated superstructure shall achieve a minimum Rating Factor (RF), through analytical methods, equal to or greater than 1.0 for all Design loads, Legal Loads and for all Permit Loads and shall take into account differing behavior due to the addition of link slabs, including but not limited to differing effective bearing fixities. Bridge load ratings shall be as described in section 3.13.13 below.

To facilitate the structural concrete repairs and strengthening of the superstructure the DB Entity is responsible for the design and approval of Temporary Support and Jacking systems. This work shall conform to the applicable provisions of Section 824 of the Standard Specifications and its latest revisions. The work consists of designing and providing temporary support of the existing drop-in-span beams in spans 1 through 6 and 8 through 14 and the superstructure at piers 14 through the east abutment to allow for beam end concrete repairs and strengthening. This work will be paid for as described in Section 3.7.3 above.

During the rehabilitation and construction, the DB Entity shall ensure that their methods will maintain the stability of the structure and shall do no harm to the structure, and shall be responsible for the protection of exiting areas and details not undergoing rehabilitation including but not limited to end pylons, pier pylons, coping, etc.

There are buried utilities within the right-of-way of the project, including Valley Street and the Valley Street sidewalk against Abutment 2. The underground utilities include, but are not limited to gas, oil, water, sewer and electrical. The DB Entity shall be responsible for utility coordination including obtaining all necessary temporary easements and permission to access right-of-way to perform the work. Existing buried utilities shall remain in service, shall not have any additional loads imparted onto the utilities, and shall not be damaged as a result of construction activities, including the jacking and shoring operations. No work shall be permitted within utility right-of-way without written permission of the right-of-way owner. Excavation adjacent to utilities, if required by the DB Entity, shall be performed, supported, and maintained such that utilities remain undisturbed. The DB Entity's submittals that could impact utilities, including but not limited to temporary shoring,

shall be submitted to the Utility Owners and the State for their review and approval in sufficient time to meet the schedule including time for resubmissions. If DB Entity damages a utility, she/he shall repair the utility at no additional cost to the State or Utility owner. Utility Owners may have additional requirements that shall be met by DB Entity at no additional cost to the State or the Utility Owner. The DB Entity shall also note that there are understructure luminaries, utilities, and scuppers attached to the face of piers and abutments that may need to be moved and supported temporary.

In addition to work listed above, the rehabilitation shall include but not be limited to the following items.

- a) Demolition and complete replacement of the bridge barrier along both sides of the Gano Street Off-Ramp. The new bridge barrier shall be MASH compliant for geometry. The anchorage into the existing deck/top slab shall be designed for AASHTO TL-4 loading. The MassDOT CF-PL3 bridge barrier will be allowed;
- b) Replacement of all junction box covers in the existing bridge parapets;
- c) Replacement of the existing bridge joints that are to remain. Number of bridge joints and joint types shall be determined by the DB Entity following their design of the joint elimination as noted in other sections of this RFP;
- d) Installation of waterproofing membrane;
- e) Replacement of the bridge wearing surface;
- f) Replacement of all sub-pavement drains;
- g) Cleaning and flushing of all scuppers and bridge drainage pipes;
- h) Repairs to bridge mounted overhead sign support structures and lighting;
- i) Application of film forming sealer to the interior (road side) faces of all new and existing bridge barriers;
- j) Partial demolition and replacement of existing bridge barrier and coping, as necessary to facilitate the installation of link slabs;
- k) Removal and replacement of steel diaphragms in span 7, the navigation span;
- l) Cleaning and painting of all structural steel girders, diaphragms, and bearings in span 7. The DB Entity shall make note that there is the possibility of a lead-based paint system being present;
- m) Sealing of structural cracks in concrete (It is anticipated that 6,000LF of cracks will need to be repaired and sealed under this rehabilitation.);
- n) Jacking of beams/girders to facilitate the structural concrete repairs, note that special attention shall be given to pylons and coping at piers 14 through 17;
- o) Installation of "deck over backwall" details at all abutments;
- p) Adjustment, replacement, and/or removal of seismic longitudinal restrainers, end diaphragms, anchor rods, bearings, pedestals, etc., as deemed necessary by the DB Entities design;
- q) Repairs to manhole located in the gore area between I-195 westbound and the Taunton/Vets Memorial on-ramps to allow for temporary traffic to travel over it;
- r) Application of anti-graffiti coating;

- s) Removal of contaminated debris (pigeon guano) from the area behind abutment 1 and from within the Gano Street off-ramp box girders;
- t) Installation of aluminum wire fabric at abutment 1 and the Gano Street off-ramp box girders to close off all openings, eliminating access for birds;
- u) Removal and replacement of all existing bridge drainage pipes;
- v) Electrochemical Chloride Extraction (see below)
- w) Gore Area Reconstruction/ Strengthening (see below)
- x) The wrapping of all concrete beam ends located below deck expansion joints (in the final configuration) with protective FRP wrap.
- y) Replacement of all access hatches in the Gano Street off-ramp box girders.

The BTC plans show one potential approach to the rehabilitation construction of the Washington Bridge North No 700. The DB Entity may propose alternative means of rehabilitating this bridge so long as they meet the end requirements of the completed structure. Final acceptance of any proposed alternatives is the sole responsibility of the State. The northern most portion of the bridge shall be scheduled to be completed first.

Electrochemical Chloride Extraction

Electrochemical Chloride Extraction (ECE) was completed in December of 2018 on the pier caps at of piers 14 through 17 due to previously high chloride levels. (Test results and report of ECE provided in appendix). The pier caps were not cleaned and sealed following the extraction. The DB Entity shall be responsible for retesting the chloride levels in the pier caps, in accordance with System Operation and Maintenance Section 2b of the mandatory specification, Electrochemical Chloride Extraction, located in Appendix B. Utilizing the new test results, the determination of need for re-performing chloride extraction shall be evaluated by the DB Entity, and approved by the State, for ensuring a minimum of a 25-year design life of the piers. The test results and analysis guaranteeing a 25-year design life shall be submitted to the State for review and approval. An Estimated Quantity Item for ECE treatment has been included as a schedule of value in the lump sum.

If the DB Entity determines that further chloride extraction is not required, and the State agrees then the piers shall be cleaned and sealed as soon as possible (prior to another winter) to prevent further chloride contamination; the sealant shall be compatible to the DB Entity's pier strengthening methodology. if the DB determines that further chloride extraction is required the piers shall be cleaned and sealed within 30 days of completion of the chloride extraction.

Gore Area Reconstruction/ Strengthening

In spans 17 and 18 along each side of the gore area between the onramp and mainline, there is a longitudinal deck joint between the travel lanes and the gore area. There are also no diaphragms between prestressed beams under the main line and the gore area prestressed beams. Prior to the 2016 rehabilitation, the gore

area carried only dead load due to the presence of a raised median bounded by granite curbing. During the 2016 rehab, the raised gore area was removed and paved. The DB Entity shall evaluate the existing prestressed beams and diaphragms for any temporary or permanent load condition changes and strengthen / reconstruct the raised gore area if deemed necessary.

3.13.7.2. Gano Street On-Ramp Bridge No. 126601

The BTC for the Gano Street On-Ramp Bridge consists of 3 spans carrying traffic from Gano Street to I-195 westbound. The proposed bridge shall be a minimum of one 18-foot lane with 2-foot shoulders on each side. Construction at the West Abutment shall be coordinated with the construction activity for the widening and rehabilitation of the Washington Bridge and in accordance with the Draft TMP with attachments. The newly constructed shared use path within the alignment of the bridge, shall not be permanently impacted by the construction of the proposed on-ramp. If during construction, the path is temporarily impacted, it will be fully restored to its original condition by the Contractor. The shared use path shall remain open at all times, although redirection of traffic may be allowed based upon approval by the State.

The bridge as shown in the BTC plans has the potential for uplift in some bearings under Strength load combinations at the West Abutment. Uplift shall be considered in the bearing design, as well as the design of anchor bolts. Uplift under Service load combinations will not be allowed.

There are numerous underground utilities in the proposed construction area. Utility plans shown on the BTC plans should be considered approximate. All utility locations shall be verified by the DB Entity prior to commencement of construction. The existing utilities cannot be relocated without prior approval from the State.

Retaining walls will be necessary along the west edge of the north approach to the bridge. Retaining walls are required for both grading and to limit the impacts to the wetlands below. Retaining walls will also be required on the North end of the bridge on the west approach. Further details related to retaining walls can be found in section 3.13.8 below.

Deck drains on the bridge shall not be allowed.

The deck ends at the abutments shall extend over the new backwalls per the "Fixed Joints at Abutments" details for backwall Type I shown in the RIDOT Bridge Design Standard Details.

The proposed bridge railing shall satisfy AASHTO LRFD criteria for a TL-5 system and shall be MASH compliant. The MassDOT CF-PL3 bridge barrier will be allowed.

The BTC Plans show one potential bridge type and configuration. The DB Entity may propose alternative bridge types and span arrangements in their Proposal. Approval of any proposed alternatives is at the discretion of the State.

Design efforts shall not advance to final design (beyond 30% design) until final approval of the IJR and NEPA is received from FHWA (see Section 4.2)

3.13.7.3. Waterfront Drive Off-ramp Bridge No. 126701

The BTC for the Waterfront Drive Off-Ramp Bridge consists of a single simple span bridge carrying traffic from Taunton Ave and Veterans Memorial Parkway onto to I-195 westbound over the proposed Waterfront Drive Offramp. The proposed bridge roadway width shall match the curb to curb width of the existing on-ramp roadway which varies. Design efforts shall not advance to final design (beyond 30% design) until final approval of the IJR and NEPA is received from FHWA (see Section 4.2)

The construction of the bridge and ramp shall take place during the first phase of construction and shall be completed prior to the closure of the Gano St Offramp for rehabilitation work. The BTC plans were developed with accelerated bridge techniques and substructure and wall types chosen to enable an accelerated schedule. Construction shall be coordinated with the construction activity for the widening and rehabilitation of the Washington Bridge and in accordance with the Draft TMP with attachments. In accordance with the BTC M&PT plans, the construction of the Waterfront Drive Off-ramp Bridge is to be constructed offline with the Taunton Ave on-ramp closed and the Veterans Memorial Traffic diverted onto a temporary onramp constructed south of the proposed bridge; the construction of the walls and new off-ramp shall be completed once the bridge is complete and open to on-ramp traffic . The existing historical pylon located at the northeast corner of the Washington Bridge North shall be protected during the construction.

There are underground utilities in the proposed construction area. Utility plans shown on the BTC plans should be considered approximate. All utility locations shall be verified by the DB Entity prior to commencement of construction. The existing utilities cannot be relocated without prior approval from the State and the associated utility companies.

Retaining walls will be necessary along each side of the Waterfront Drive off-ramp. The BTC plans show the walls running under the bridge with stub abutments for grading. Further details related to retaining walls can be found in section 3.13.8 below. Deflection of the top of the wall shall be limited to 1.5% of the exposed height except in front of the abutments where the deflection shall be limited to 1". Tiebacks, deadmen or other methods may be required to limit the deflections.

The abutments shall be supported on deep foundations.

Deck drains on the bridge shall not be allowed.

The deck ends at the abutments shall extend over the new backwalls per the "Fixed Joints at Abutments" details for backwall Type I shown in the RIDOT Bridge Design Standard Details.

The proposed bridge railing shall satisfy AASHTO LRFD criteria for a TL-5 system and shall be MASH compliant. The MassDOT CF-PL3 bridge barrier will be allowed. The BTC Plans show one potential bridge type and configuration. The DB Entity may propose alternative bridge, wall, and substructure types in their Proposal. Approval of any proposed alternatives is at the discretion of the State.

3.13.7.4. Washington Bridge Widening

The existing Washington Bridge carries I-195 Westbound over Valley Street, Water Street, Waterfront Drive, the Seekonk River and Gano Street. The majority of the length of the bridge consists of post-tensioned concrete cantilevers with prestressed AASHTO I-girder drop in sections. The piers consist of reinforced concrete stems

under the cantilevers with architectural pilaster details at the ends, founded on steel H-piles. The west abutment also includes a tie-down detail which is founded on steel H-piles. There is an existing ornamental spandrel arch in each span on both sides of the bridge. The east end of the bridge (Spans 15 through 18) consists of prestressed concrete I-beams supported on reinforced concrete pier caps and columns.

Currently, the bridge carries 5 lanes of traffic until the Gano Street Off-Ramp where the exit lane proceeds onto the ramp, and 4 lanes of traffic continue through. The existing bridge shall be widened in spans 1 through 4, along the north side of the bridge, to accommodate 5 full lanes of traffic continuing across the bridge. The crash attenuator currently located in the gore area between the Gano St. Off-Ramp and the mainline shall also be relocated and supported on the widened portion of the bridge to accommodate through traffic.

The BTC plans show demolition of the north architectural spandrel arches in spans 1 thru 4, partial demolition of the bridge deck and bridge barrier and modification of the existing piers in order to add one line of superstructure to match the existing, which includes new cantilevers and drop in spans. The east end of the cantilever on Pier 4 also includes a tie-down detail. The proposed bridge railing shall satisfy AASHTO LRFD criteria for a TL-5 system and shall be MASH compliant. The MassDOT CF-PL3 bridge barrier will be allowed. The existing cope along the bridge fascia shall be replicated along the widened portion of spans 1 thru 4, where it does not conflict with the proposed Gano Street on-ramp or the existing Gano Street off-ramp.

A longitudinal joint along the widened structure shall not be permitted. Deck joints in the widened structure shall be continuous with the proposed joints in the existing bridge deck which will be modified as part of the rehabilitation. The bridge decks for the existing Gano Street Off-Ramp and the mainline bridge deck shall remain separate structures with a joint between the two structures at the gore.

The existing substructure shall be modified as necessary to accommodate the new superstructure and widened deck. All existing conditions shall be verified prior to the commencement of any demolition or construction, including but not limited to the locations of existing battered piles and sheet piling. It is anticipated that the northern portion of the existing substructures will need to be demolished and rebuilt for the west abutment and Piers 1 through 3. This work will require additional piles to support the widened portion of the bridge. Pier 4 for the widened portion will also require partial demolition and require separate substructures, for the widening and for the tie-down, based on deep foundations. Existing and/or proposed piles at pier 4 may encounter tension and details shall be developed to accommodate such conditions.

The Design Build Team shall be responsible for performing an in-depth analysis of the foundations in order to ensure that all proposed and existing piles remain within the design capacity and are not overstressed by the widening modifications.

Modification of Abutment 1 and Piers 1 and 2 will require excavation and construction within the vicinity of existing utilities. The Design Build Team shall verify all utility locations prior to construction and protect in place during

construction. The Design Build team may temporarily reroute and reset or relocate with coordination and approval of the utility owner.

Pier 3 is located along the waterline and Pier 4 is located entirely within the Seekonk River. The area required for cofferdams shall be minimized as much as possible to limit disturbance to the river.

The north wingwall of the west abutment shall be partially demolished as shown on the BTC plans. Wall below this elevation, including existing foundations shall remain in place and undisturbed unless necessary for construction of the widening or new Gano Street On-Ramp. This area is to be encompassed by the proposed wingwall for the new Gano Street on-ramp bridge.

The existing historical pylon located at the northwest corner of the bridge shall be relocated as part of this Project. The final location of the relocated pylon shall be determined by the DB Entity and agreed to by the State.

The BTC plans show one potential approach to the widening of the Washington Bridge. The conceptual suggested sequence of construction of this bridge is depicted in the BTC Plans. Alternative means of building this bridge may be submitted as part of the technical proposal.

3.13.8. **Retaining Walls**

Retaining walls are required to maintain new or existing embankments to support the temporary and final roadway layout. All retaining walls shall be constructed entirely within the permanent right-of-way limits. The BTC plans show MSE Walls, soldier pile and lagging walls, and cast-in-place concrete retaining walls. The DB Entity will be responsible for determining final wall construction types. Where proprietary retaining walls are used, they shall be in conformance with RIDOT design criteria and requirements.

The BTC plans and specifications indicate which proprietary retaining walls are acceptable for use. It should be noted that the State maintains an approved proprietary retaining wall list. No other retaining wall suppliers may be used on the Project; however, a cast-in-place retaining wall may be substituted for the proprietary retaining walls listed.

All retaining walls other than those constructed of cast-in-place reinforced concrete shall provide a precast concrete facing material in the final condition with architectural form liner as indicated in the BTC plans.

3.13.9. **Design Criteria**

The design of all new bridges and structures and rehabilitation of existing structures shall comply with the following:

- a. AASHTO LRFD Bridge Design Specifications, 8th Edition (AASHTO LRFD) as amended by the RIDOT Bridge Design Manual and the provisions provided herein. If any conflicts arise between the RIDOT LRFD Bridge Design Manual (excluding seismic) and the AASHTO LRFD design code, the more stringent design code shall govern.

- b. Design shall be based on Load and Resistance Factor Design (LRFD) for HL-93 Live Loading including the provisions of RIDOT TAC 0347.
- c. All new bridges shall be designed and constructed with a minimum design life of 75 years. (this is prescribed in AASHTO)
- d. Seismic Analysis and design shall be in accordance with the AASHTO LRFD Bridge Design Specifications (AASHTO LRFD), the Rhode Island LRFD Bridge Manual and the Washington Bridge South, Bridge # 200 Site Specific Response Spectra provided in Appendix B.

All of the bridges shall be classified as critical.

HORIZONTAL DESIGN RESPONSE SPECTRA			
UPPER LEVEL EARTHQUAKE (3% IN 75 YEARS, 5% DAMPING)		LOWER LEVEL EARTHQUAKE (15% IN 75 YEARS, 5% DAMPING)	
PERIOD (SEC)	S _a (g)	PERIOD (SEC)	S _a (g)
0.02	0.191967	0.02	0.057753
0.0303	0.191677	0.0303	0.057986
0.04	0.286730	0.04	0.107371
0.1	0.297549	0.1	0.118759
0.2	0.240691	0.2	0.094601
0.4	0.138647	0.4	0.054377
1.0	0.052417	1.0	0.021865
2.0	0.013104	2.0	0.005466

See additional site-specific earthquake information in appendix B.

- e. AASHTO/AWS D1.5 Bridge Welding Code, 2015. No welded attachments other than cross frame connection plates are allowed to a tension area of any member.
- f. All structural steel material for girders, cross frames, diaphragms as well as other steel details for the Gano Street On-Ramp shall be new steel conforming to AASHTO M 270 (ASTM A709) HPS Grade 50W.
- g. All structural steel material for girders, cross frames, diaphragms as well as other steel details for the Waterfront Drive Off-Ramp shall be new steel conforming to AASHTO M 270 (ASTM A709) Grades 36 and 50 as indicated on the BTC Plans.
- h. Steel girders for the Waterfront Drive Off-Ramp Bridge shall be metalized and painted in accordance with RIDOT Standard Specifications. The standard color for Waterfront Drive Off-ramp Bridge shall be Blue (Semi-Gloss) to match Munsell Color 2.5PB 5/10 per RIDOT guidance.
- i. Steel girders for the navigation span of the existing Washington Bridge (span 7) shall be painted in accordance with RIDOT Standard Specifications. The standard color for the repainting of the navigational span of Washington Bridge (span 7) shall be Blue (Semi-Gloss) to match Munsell Color 2.5PB 5/10 per RIDOT guidance.

- j. Steel girders for the Gano Street On-Ramp bridge shall be unpainted weathering steel.
- k. The DB Entity shall provide structural design for all traffic signal supports, sign supports, conduits and utility attachments to the steel structural members. All such design details and attachments that are not characteristic of infinite fatigue design life are not allowed.
- l. Maximum deflection due to Live Load including Dynamic Allowance (LL+IM) shall be in conformance with RIDOT requirements outlined in Section 2.5 of the RIDOT LRFD Bridge Design Manual. For bridges without a sidewalk, the deflection limit for vehicular live load including impact is limited by $L/800$.
- m. Bridge utilities shall be supported by the superstructure and detailed so as to be accessible for future maintenance, replacement, and/or upgrading.
- n. For bridge decks to be Cast-In-Place (CIP), stay-in-place forms may be used. SIP forms will not be allowed for deck overhangs.
 - a. The use of SIP forms shall be in accordance with the RIDOT LRFD Bridge Design Manual and RIDOT Bridge Design Standards.
- o. The DB Entity shall design shear blocks to resist lateral seismic design loads. Only interior shear blocks shall be provided to resist seismic loads.
- p. An anti-graffiti coating is required on all exposed concrete surfaces of all bridges and walls under this contract in accordance with the Specification for Section 842 – Anti-Graffiti Coating. The anti-graffiti coating shall be applied over the fully cured Concrete Surface Treatment – Protective Sealer. The final topcoat color of the protective sealer shall be gray, and the anti-graffiti coating shall be clear and shall be the non-sacrificial type
- q. Snow fences are required on this project on all bridge spans over roadways and on retaining walls adjacent to roadways.
- r. The DB Entity is responsible for providing a fully detailed monitoring scheme which serves to verify that the existing bridges and their foundations are not being damaged during proposed construction.
- s. The DB Entity is required to maintain a 30' buffer between any existing substructure foundation and any material stockpile.

The DB Entity's Final Design shall conform to the RIDOT Bridge Design Manual, with the amendments to the following Sections of the Bridge Design Manual:

Section 1.4.2 – A final design that includes one or more fracture critical members will require prior approval of the State. All fracture critical members shall include the use of bolted members in tension areas unless it can be proven infeasible.

Section 1.4.3 – All bridges shall be designed using an Operational Importance load modifier of 1.05.

Section 2.1.2.1 – Proposed minimum vertical clearances over the roadways should be maintained as shown on the BTC Drawings but shall not be less than the minimum required per Section 3.9.2 Roadway Design Criteria except where design exceptions are noted.

Section 2.3 – Bridge Structure Types - The following bridge types will not be accepted in the final design:

- a. The use of butted precast prestressed concrete box beams;
- b. precast three-sided concrete structures;
- c. cast-in-place concrete slab; and
- d. timber bridges

Section 3.6.4 – All bridges shall be classified as “Critical” for the determination of performance objectives.

Section 5.9.2.3 – All paved bridge decks shall receive a Membrane Waterproofing. All membranes shall be listed on the Rhode Island Department of Transportation Approved Materials List for Transportation Construction Projects.

Section 6.2.2 – Structural Steel

All Structural Steel shall be new steel conforming to AASHTO M 270 Grade 50, HPS Grade 50W or HPS Grade 70W. All new steel shall receive a metalizing coating system with a paint coating.

Section 9.6.9 – Stay-In-Place Forms and Bridge Decks

If utilized, stay-in-place forms shall follow the requirements below:

- a. The use of steel stay-in-place forms shall be in conformance with the Rhode Island LRFD Bridge Design Manual and the Rhode Island Bridge Design Standard Details.
- b. The use of precast stay-in-place forms will not be allowed.

Bridge Decks:

Bridge Decks shall be cast-in-place concrete constructed of High-Performance Concrete.

All paved bridge decks shall receive a 3” minimum bituminous wearing surface applied over a membrane waterproofing.

Steel Box Girders:

The use of steel box girders will be allowed, provided that they can meet the following conditions:

- a. The inside vertical clearance of all boxes, measured from top of the bottom flange to the underside of the concrete bridge deck, at any point along the length of the box with the exception of at the openings in interior diaphragms, shall be no less than 72”.
- b. All surfaces of the interior of box girders shall be painted white with marking designating station locations every 20’ within the box girder.
- c. Stay-in-place forms, if used with box girder structures will be allowed for the portion of the bridge deck located directly over the interior and between the webs of each steel box girder. SIP forms will not be allowed for deck overhangs and for portions of the bridge deck located between box girders, as these areas are accessible for formwork removal.

3.13.10. Accelerated Bridge Construction

The use of Accelerated Bridge Construction is encouraged and most likely required for this Project. One of the goals of the Project is to minimize its interference with the Project on the traveling public. Prefabricated bridge elements and systems are proposed in order to minimize

the detrimental effects of the construction. Accelerated bridge construction is shown on the Waterfront Drive Off-ramp Bridge BTC Plans. The following are brief descriptions of the potential ABC technologies that may be used:

Prefabricated Beam Units (PBUs): PBUs consist of two or more beams that are topped with a concrete deck in a PCI-certified concrete fabrication facility. PBU design shall conform to the following criteria:

- a. The design of the beams shall be based on the assumption that the precast concrete deck is equivalent to a cast-in-place concrete deck. The concrete in the closure pours may be treated as a composite dead load.
- b. The design of the deck is the same as for a cast-in-place concrete deck. The AASHTO Strip method shall be used for the design of the reinforcing in the deck.
- c. Other provisions for cast-in-place concrete decks specified in the AASHTO LRFD Bridge Design Specifications shall also be followed. The design strength of the concrete shall be based on a compressive strength of four (4) ksi. The closure pour connection may be designed for a lower interim strength that it is anticipated will exist at the completion of curing. If this approach is taken, the final strength shall still be four (4) ksi minimum.

Precast Concrete Full Depth Deck Panels: This consists of full depth precast concrete panels that are made composite with the supporting beams: Precast Concrete Full Depth Deck Panels shall conform to the following criteria:

- a. Any precast concrete deck panels shall be designed with mild steel reinforcement. A Proposal that includes a design utilizing prestressed or post-tensioning for the strength design of the precast concrete deck panels will not be allowed.
- b. Panels greater than 30 feet in length shall have prestressing designed to resist lifting and handling forces. The panels shall be designed for zero tension under all conditions during lifting and handling.
- c. The connection between panels in the strength direction shall be via a fully reinforced concrete closure pour. Ultra-high-performance concrete (UHPC) may be used for closure pour connections.
- d. The connection between adjacent panels in the distribution direction shall either be post-tensioning conforming to the AASHTO LRFD Bridge Design Specifications or via a fully reinforced concrete closure pour.
- e. Any deck slab constructed of precast panels may include cast-in-place concrete in areas for which the use of precast concrete is not feasible, including over piers, at the bridge ends over abutments and in areas of intersection girders. The cast in place concrete areas of the deck slab shall conform to all requirements of the RIDOT LRFD Bridge Manual.
- f. Inserts cast into or drilled into the precast deck panels or the cast-in-place concrete closure pours for the support of utilities or other functions will not be allowed. Inserts cast into the precast panels for temporary support of forming for closure pours will be allowed provided that the inserts are protected from corrosion in the final condition.
- g. The design and detailing of precast concrete deck panels shall include an extra ½" of sacrificial thickness to allow for grinding to achieve the required longitudinal and

transverse profiles. In order to achieve the final longitudinal and transverse profile of the bridge deck, it may be necessary for the DB Entity to diamond grind the entire deck surface to match the final profiles (exclusive of areas which will be covered by the sidewalks). The design of the deck and beams shall be based upon the minimum final thickness of the deck for the computation of structural properties. Cover on reinforcement within the deck panels shall be based on the minimum cover provided after sacrificial grinding.

The RIDOT will accept a final design that does not include an extra ½” of sacrificial concrete thickness in the precast panels and subsequent grinding after installation to achieve the required longitudinal and transverse profiles provided that the designer can demonstrate the panel dimensions will achieve the required profiles with no more than ¼” variations (+ or -) in the 3” pavement thickness due to panel dimensions creating a chorded profile.

Lateral Slide and Self-Propelled Modular Transporters (SPMTs): These technologies can allow for rapid installation of bridge superstructures.

No national design and construction specifications exist for these technologies. If used, the Utah DOT Structures Design and Detailing Manual is recommended for design and construction guidance.

Semi-Integral Backwall: This technology consists of backwalls that are integral with the beam ends. Semi-integral backwalls can be used to facilitate ABC due to the simplicity of the connection of the superstructure and the substructure. This technology is recommended for Lateral Slide Techniques, SPMT Techniques, and PBUs.

The backwalls shall be designed to resist the soil forces (active (including surcharge), passive (due to seismic loads and thermal movement) and approach slab loads. The reinforcement in the backwall may be designed as one-way reinforcement (vertical or horizontal) or as two-way reinforcement. The support for resistance of backwall forces shall be the beam end and the integral deck connection.

Link Slabs: Link slabs are continuous deck sections that span across beam ends at piers. Link slabs allow for span-by-span construction without beam continuity. Link slabs can be used to facilitate ABC due to the elimination of in-span splices of girders.

The concept of link slabs entails designing the connection of the deck across the pier in order to accommodate the rotation of the beams without the occurrence of significant cracking. This is done by de-bonding a small portion of the deck near the pier, allowing for a wider spread of the live-load rotation strain. Link slabs provide a jointless deck connection without the complexities of developing a continuity connection. The design of the link slabs should be based on the PCI Journal Paper entitled “Behavior and Design of Link Slabs for Jointless Bridge Decks” (Caner and Zia, Journal of the Precast Prestressed Concrete Institute, May-June 1998).

3.13.10.1. Assembly Plan

The DB Entity will be responsible for the development of an Assembly Plan document during construction for each bridge employing ABC methods. The Assembly Plan shall be considered a Working Drawing and shall be certified by a Professional Engineer, registered in the State of Rhode Island and Providence Plantations, with specific knowledge of the Contractor’s equipment and “means and methods”.

The Assembly Plan shall be submitted to RIDOT for approval and shall include, but not necessarily be limited to the following requirements:

- a. Step-by-step assembly sequence detailing the overall construction process including a detailed timeline for all operations. Account for setting and cure time for grouts and concrete closure pours.
- b. Details of any formwork for closure joints including methods for attachment to the adjacent prefabricated elements.
- c. Details of all materials to be used for the construction.
- d. Methods and materials to be used for casting and curing concrete closure joints.
- e. Estimated timeframe of strength gain for concrete closure joints.
- f. A statement of compliance with all requirements of applicable environmental permits.
- g. Any weather limitations for the assembly work.
- h. Details and/or information regarding all equipment that will be employed for the assembly of the bridge.
- i. Details of all equipment and materials that will be used to lift elements including, but not necessarily limited to cranes, excavators, lifting slings, sling hooks, and jacks.
- j. A site plan showing crane locations and operation radii. The plan shall also depict all affected utilities, drainage, and protective measures that will be employed throughout the construction activities. If multiple crane set-ups are required, include a separate plan for each crane set-up. The site plan should show the layout of multi-crane lifts (if required).
- k. All lifting and handling calculations for each element.
- l. Lifting calculations for all crane lifts. Lifting calculations for precast elements (i.e. backwalls, approach slabs, etc.) shall be in accordance with Chapter 8 of the PCI Design Handbook (seventh edition).
- m. The DB Entity is responsible for determining the center of gravity for all elements. Special care shall be used for elements that are not symmetrical. These elements may require special lifting hardware to allow for installation to the proper grades shown on the plans.
- n. Methods of adjusting and securing the elements after placement.
- o. Methods for controlling erection tolerances for both the horizontal and vertical direction including any surveying requirements.

The DB Entity shall, for all crane locations demonstrate to the State that all utility company concerns, and comments have been addressed prior to the commencement of construction activities.

The DB Entity shall notify the State of the pre-assembly activity a minimum of thirty (30) days in advance and make arrangements for any inspections to be made by State representatives.

The DB Entity is responsible for obtaining all transport permits for prefabricated elements from the State of Rhode Island and Providence Plantations and any other state through which the units will be transported.

3.13.10.2. Geometry Control Plan

The DB Entity shall develop a geometry control plan for the assembly of prefabricated elements, and it shall be included in the Assembly Plans. The plan shall indicate in detail how the geometric detail of the erection will be controlled, and the actions required to assure proper erection of the structure to the dimensions and final grades shown on the plans.

The geometry control plans shall include details of the layout process (lines, marks, survey, etc.) that will be used by the erection personnel for checking the location and elevation of each element prior to releasing the element from the erection equipment.

The plans shall include provisions for regular monitoring of the structure during erection, and methods for adjusting geometry should unacceptable deviations occur.

3.13.11. Submissions, Drawings and Calculations

Plan development, drawings and calculations shall be in accordance with the RIDOT Bridge Design Manual and Bridge Standard Details.

The State reserves the right to hold over-the-shoulder meetings to review design progress. Calculations are required to accompany the final design plan submission.

3.13.12. Materials and Samples

Materials shall be as specified in the BTC. Approval of substitution for alternate materials is not guaranteed. Proposed changes of materials shall be submitted to the State for review and approval.

Currently there are some stockpiled materials located under the bridge off Water Street in East Providence. Upon award of this Contract those materials will become the property of the DB Entity and as such the selected DB Entity shall be responsible for the removal and legal disposal of any of these materials that remain unused at the completion of this Project. While some or all of these materials may be able to be incorporated into the DB Entity's final design and construction plans, RIDOT takes no responsibility for any aspect of the listed materials, including quantity, dimensioning, or existing condition. Stockpiled materials shall be inspected and approved by RIDOT prior to implementation into the Project. More information on the stockpiled materials can be found in the "Stockpiled Materials" folder under Appendix B11 RIDOT Miscellaneous.

3.13.13. Bridge Ratings and Inspection

Notification for Inspection – Prior to shifting traffic onto the new portion of any of the new bridge superstructures or the widened portion of the Washington Bridge, the DB-Team shall notify RIDOT at least 45 days in advance of completion, that the bridge is complete and ready for RIDOT inspection. As part of such inspection notice, the DB-Team shall submit As-Built Plans and Specifications for the bridges to be inspected.

RIDOT Inspection – After notification by the DB-Team and prior to opening the new section of the bridge superstructure for public use, RIDOT will perform an NBIS inspection of the bridge and provide information for the Resident Engineer’s Punch List.

The DB Entity shall perform the Punch List tasks after the bridges have been constructed, inspected by the State, and opened to traffic.

The DB Entity shall be required to prepare Bridge Rating Reports for all three (3) bridge structures in this Project, in compliance with State of Rhode Island Department of Transportation Bridge Load Rating Guidelines, dated November 2019.

As a condition of final Project acceptance, the DB Entity will provide to the State a Structure Rating Report establishing the bridge-load carrying capacity for each of the bridges. This report will be prepared by a Professional Engineer registered as such in the State of Rhode Island and Providence Plantations, in full compliance with the current requirements of the State’s Office of Bridge Safety and Evaluation (including CE General Memoranda on this subject).

The Load and Resistance Factor (LRFR) method of bridge rating shall be used. The ratings shall be completed using a State approved software package. If the Contractor uses AASHTOWare BrR they may request a special consultant or agency option for the license through the State, for use in connection with State bridges. The load rating shall be done utilizing analytical methods.

To provide an allowance against substandard ratings after the effects of future deterioration of members, all NEW bridges shall achieve a minimum superstructure Rating Factor (RF) equal or greater than 1.10 for all Design Loads, Legal Loads and for all Permit Loads and all rehabilitated bridges shall achieve a minimum superstructure Rating Factor (RF) equal or greater than 1.0 for all Design Loads, Legal Loads and for all Permit Loads.

3.13.14. **Wayside Noise Barriers and Other Structures**

Overhead sign supports and traffic mast arm pole foundations may be supported on Drilled Shafts. The attachment of new sign structures to bridges is prohibited. Existing sign structures attached to bridges may remain in place.

Materials shall be as specified in the BTC. Approval of substitution for alternate materials is not guaranteed. Proposed changes of materials shall be submitted to the State for review and approval.

Noise Barriers: Noise barriers will not be required on this project.

3.13.15. **Potential Alternatives**

The following alternatives may be considered for the design. These alternatives are not guaranteed to be found acceptable by the State and would need to be vetted by the DB Entity and submitted to the State for review and approval. This list is not all-inclusive. DB Entities are encouraged to submit other beneficial changes that are not listed below as part of their Proposal.

- a. A final design that includes an abutment comprised of a spread footing supported on top of an MSE wall system will require the submission of details and backup calculations to the State for review and approval.
- b. Precast concrete deck panels installed on steel girders built according to the PCI Northeast Bridge Technical Committee typical details (www.pcine.org).

- c. Alternate Closure pour details making use of other materials and reinforcing details such as headed reinforcing bars or hooked bars. These details shall be sufficient to resist the forces in the deck as specified in the AASHTO LRFD Bridge Design Specifications.

3.13.16. **Disallowed Alternatives**

Alternatives or modifications to the BTC Plans that include the following items will not be accepted by the State.

- a. Elimination of any of the spans of the existing Washington Bridge North, or any of the proposed bridge structures by means of filling between the spans shown on the BTC drawings.
- b. Slip-formed concrete parapets.
- c. Open railings in place of solid concrete barriers.
- d. Bare concrete decks unless the DB entity completes a supplementary noise analysis showing a bare deck complies with the EA.
- e. Partial-depth precast deck panels with a reinforced concrete topping.
- f. Use of proprietary retaining wall systems not approved by the State.
- g. Any superstructure modifications that would overstress the existing substructures and foundations.
- h. Bridge Expansion joints within the length of deck except for the Washington Bridge North No. 700 where the number of bridge joints shall be reduced as shown in the BTC Plans.
- i. Backwall systems containing expansion joints between the backwall and the bridge deck.
- j. Use of soil nail walls as a permanent retaining wall without facing.
- k. Use of soldier pile and lagging walls as a permanent retaining wall without a facing covering the soldier piles.

3.14. **Architectural Elements**

3.14.1. **General**

The general scope of the Project is based on the BTC Drawings and Special Provisions, except as modified herein. The Project includes the construction of the new bridges and retaining walls in and around the Washington Bridge North No. 700. The final design shall incorporate architectural elements as shown in the BTC Plans and as noted elsewhere in the RFP documents. The intent is to provide architectural features that are consistent within the project limits and context sensitive to the surrounding communities. All architectural features shall be aesthetically pleasing and be low maintenance for the owner.

3.14.2. **Bridge Design and Construction**

The scope of work includes, but is not limited to, design and construction of all new bridges and rehabilitation of an existing bridge, as needed to support the proposed roadway layout in

the final design. The bridges shall conform to the requirements and concepts shown in the Base Technical Concept (BTC) sketch plans and the work described below.

Plans developed shall include architectural details both in elevation and section views with sufficient detail to allow review by RIDOT of the final product and construction by the Contractor. Details and section views shall accurately portray all architectural elements both in dimension and layout.

The following sections contain information regarding architectural details required and structures requiring special design and construction techniques. The Contractor shall determine the detailing and construction for the other components.

3.14.3. **Retaining Walls**

The final design of all retaining walls shall include providing a simulated ashlar stone pattern (Fitzgerald Ashlar Pattern 16986 or Equivalent) through the use of form liners for cast-in-place concrete and precast concrete matching the pattern used on the I-95 Viaduct Northbound project. The stone pattern shall provide a maximum relief of 1 ½" measured from the back of grout lines to the outermost point of simulated stone pattern. The pattern shall not repeat more than once in every 60 square feet of area.

The contractor shall provide a mockup panel of at least 20 square feet in area demonstrating the final simulated stone pattern to be provided.

3.14.4. **Other Structural Elements**

Other structural elements that include architectural reference are:

- a. New Bridge and Ramp Abutments to have architectural form liner that matches new retaining walls.
- b. All retaining walls to include simulated ashlar stone pattern.

3.15. **Drainage Design**

3.15.1. **General**

The DB Entity shall inventory (and locate using GPS) the existing drainage structures within the project limits to confirm the type, size, condition, connections, inverts, etc. The BTC proposes limited changes to the existing drainage system as required to provide for the treatment of stormwater. In addition, existing drainage structures and pipes may require modification and/or protection in conjunction with the construction of temporary roadways as part of the required temporary traffic control plans. Finish grading shall be designed to direct surface runoff away from roadway and structures, to the extent possible. All structures shall be adjusted to temporary grades as required during construction and adjusted to final grade prior to the completion of each phase of construction and opening to traffic. Respondents shall assume that 50% of the existing drainage structures and frame and grates/covers will require replacement. The DB Entity shall also be responsible for the flushing and cleaning of all pipes and drainage structures within the limits of work, and the proper disposal of all debris associated with the cleaning and flushing. Cleaning and flushing of pipes and drainage structures shall be in accordance with RIDOT Standard Specification Section 708.

The DB Entity will be responsible for performing test pits, as needed, to meet RIDEM permit requirements and the Rhode Island Stormwater Design and Installation Standards Manual dated March 2015. See Section 4.3 on other permits. The DB should be aware that the requirements of the RIDOT Consent Decree and the requirements to meet the CRMC permit are different and will need to be addressed separately. The DB Entity will need to account for new pavement, full-depth pavement, and pavement mill and overlay quantities and address per the RIDOT Consent Decree and CRMC permit. The DB Entity will need to design the CRMC regulated Stormwater STUs to address impairments related to the receiving water impairments based on the 303d List Impaired Waters.

Drainage design shall consider all suggestions provided in TMDL's and Stormwater Control Plans for all appropriate receiving waterbodies. The designed STUs shall be contained within the state-owned or Public right-of-way (ROW); any work outside of ROW shall be submitted to the State for review and approval.

The proposed design for the Gano Street on-ramp shall include a closed drainage conveyance system that meets RIDOT and RIDEM standards, that conveys flow to the existing stormwater detention basin network, as shown on the BTC plans. DB Entity will be responsible for inspecting and removing sediment from the existing detention basin system. The DB Entity shall review the original design, as well as the 18 design modifications from 2001-present, to confirm the existing basin system can accept additional stormwater flow and continue to perform as designed.

The proposed design for the new Waterfront Drive off-ramp will include a closed drainage conveyance system that meets the RIDOT and RIDEM standards, that conveys flow to a proposed STU.

For the portion of Valley Street that is going to be abandoned will offset stormwater management by eliminating around 17,570 +/- SF of impervious area while still allowing for the area to be accessed for maintenance and inspection.

The DB Entity will be responsible for treating 100% of the HMA Asphalt, which is approximately a total of 78,550 +/- SF and treating 50% of the Mill & Overlay total area of 520,000 +/- SF. A Green Infrastructure opportunity has been identified at the gravel area in the vicinity of the shared use path at Washington Bridge/Gano Street, as shown on the plans. The DB Entity should investigate a bioretention basin/raingarden at this location for RIDOT to use this for stormwater credit off-set, as part of the BTC process, for the above noted areas. This may require to the DB Entity to re-route/disconnect existing drainage system to drain to this new STU. The DB Entity should work with RIDOT to include public outreach component for the bioretention basin/raingarden in the vicinity of the shared use path.

Stormwater and other drainage from the new construction shall be separated from the Narragansett Bay Commission (NBC) sanitary system through construction of new storm drainage systems and outfalls.

The DB Entity shall prepare a drainage design in the Final Design for all temporary and permanent conditions. The drainage analysis with calculations for pre- and post- conditions for the 1.2 inch, 1-year, 10-year and 25-year, and 100-year storms shall be included. The drainage analysis, including but not limited to watershed contributions, gutter flow, swale design, stormwater treatment units (STU's) and pipe capacity, shall be included in the drainage design and shall follow the requirements of the Stormwater Management, Design and Installation

Rules (250-RICR-150-10-8), the Rhode Island Stormwater Design and Installations Manual Amended March 2015, the Rhode Island Department of Transportation Linear Stormwater Manual February 2019, and meet the RIDOT Consent Decree dated December 2015.

Submission and design of all drainage requirements for permitting shall conform to the 2008 RIDOT Highway Design Manual (September 2009 Rev 2-10-2009) as well as the Rhode Island Soil Erosion and Sediment Control Hand/Book (Issued 1989 (Revised 2014, Updated 2016)) and the Rhode Island Stormwater Design and Installation Standards Manual Amended March 2015. The contractor shall be responsible for obtaining any applicable permits including RIDEM, CRMC, and NBC and any applicable permits required for work associated with changes to the drainage systems.

The DB Entity will be responsible for obtaining any applicable permits and providing temporary erosion and sediment control in accordance with RIDOT Standards and the requirements of Rhode Island Pollutant Discharge Elimination System ("RIPDES") Program General Permit for Stormwater Discharges associated with Construction Activity.

3.15.2. **Stormwater Management Plan**

The DB Entity shall prepare a Stormwater Management Plan (SWMP) in accordance with the Rhode Island Pollutant Discharge Elimination System General Permit for Storm Water Discharge Associated with Construction Activity, September 26, 2013 (or latest revised and approved edition). RIDOT has developed a SWMP template to be used by the DB Entity in developing the SWMP. The DB Entity is required to develop and sign the SWMP as the Operator; RIDOT is the Owner.

Before any earth-moving work on the project begins, the DB Entity shall prepare for approval, their own means and methods for construction of stormwater management/erosion and sediment control plan, based on the "Rhode Island Soil Erosion and Sediment Control Handbook" (Revised 2014) and in accordance with RIDOT Standards.

The DB Entity shall be responsible for performing all inspections and amendments; satisfying all reporting requirements in compliance with the General Permit and RIPDES Regulations. The DB Entity shall provide to RIDOT the name and contact information, as well the qualifications, of the individual responsible for completing the required SWMP inspections and reporting requirements.

The DB Entity shall be responsible for compliance with construction-related permit conditions and shall assume all obligations and costs incurred by complying with the terms and conditions of the SWMP. Any fines associated with permit or regulatory violations shall be the responsibility of the DB Entity.

The DB Entity shall be responsible for compliance with construction-related permit conditions and shall assume all obligations and costs incurred by complying with the terms and conditions of the SWMP. Any fines associated with permit or regulatory violations shall be the responsibility of the DB Entity.

3.16. **Lighting and Electrical**

3.16.1. **General**

This Section contains information regarding the design and construction of lighting and electrical components.

3.16.2. **Design Criteria**

3.16.2.1. Rhode Island Department of Transportation Lighting Facilities:

The State lighting and electrical system shall be designed and installed in compliance with RIDOT Standard Specifications and Standards, the National Electrical Code, and the requirements and details in the Technical Provisions.

All new lighting specified shall be LED and meet the current State requirements. New RIDOT highway lighting circuits straight two-phase 240V (run in pairs of 2 black (phase), 2 red (phase), and 2 white/gray (neutral)). Wireless smart lighting control technology from CIMCON, being implemented State-wide, shall also be implemented in this project.

3.16.3. **Existing Conditions**

There is existing lighting circuitry throughout the Project area and fed from outdoor lighting control cabinets and from electrical vaults in the east abutment near Valley Street. The lighting circuits are energized from dusk until dawn and de-energized during daylight hours.

There are existing light standards on Route I-195, mounted over the roadway on both the median side and the north fascia side. There are also existing light standards on the Gano Street off-ramp and along the Taunton Avenue on-ramp. Electrical conduits run in the bridge barriers to feed these lights.

Under-bridge luminaires are mounted to the bridge deck over Gano Street, Water Street, Waterfront Drive, and Valley Street. Electricity is fixed to the under-bridge luminaires from the two-phase highway lighting circuits in the area of the Project.

3.16.4. **Proposed Conditions**

All existing highway luminaires have been upgraded to LED, meeting the current State requirements. The existing highway lighting shall be removed and reset, as needed, to construct the Project according to the final approved Plans. Any light standards and/or luminaires damaged by the DB Entity during construction shall be replaced, at no cost to the State.

New overhead highway lighting is required on the new Gano Street on-ramp, along the new Waterfront Drive off-ramp and at the intersection of Waterfront Drive and the new Waterfront Drive off-ramp from I-195 westbound. Additionally, new under-bridge lighting is required under the Waterfront Drive off-ramp bridge. The DB Entity shall be responsible for the design and construction of all new lighting and electrical systems in compliance with RIDOT Standard Specifications and Standards, the National Electrical Code. The DB Entity shall be responsible for all calculations required to determine the appropriate number, spacing, mounting height, etc. of the lighting for the above-mentioned locations.

3.16.5. **Materials**

The following materials shall be used for the lighting and electrical design and construction.

3.16.5.1. Light Standards

All light standards shall be installed new and shall conform to the requirements of T02.- Highway Lighting of the RIDOT Standard Specifications for Road and Bridge Design and Section T.08 – Aluminum Light Standards and Foundations. Light standards installed on concrete foundations shall have a breakaway transformer base. Light standards installed on a bridge parapet or retaining wall anchorages shall have a shoe base. Light standards shall be designed in accordance with the 2013 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals. The light standard shall be providing a 40' luminaire mounting height over the roadway surface. Ramps shall utilize a 30' luminaire mounting height over the roadway surface.

3.16.5.2. Luminaires

All luminaire shall be installed new and shall conform to the requirements of T.07 Luminaires. The luminaires shall be “cobra head”-type, 260 Watt LEDS on 40' poles, and 133 Watt LEDS on 30' poles. The luminaire shall have a seven-pin receptacle fit with a CIMCON Lighting wireless controller and shall operate at two-hundred and forty (240) volts and shall meet all RIDOT Standards.

The under-bridge luminaires shall be wall-mounted type, 220-watt LEDs, 240-volt, and shall meet all RIDOT Standards.

3.16.5.3. Foundations

The light standard foundations shall be installed new and conform to the requirements of Section T.08 – Aluminum Light Standards and Foundations.

3.16.5.4. Conductors

Conductors shall be installed new and conform to the requirements of Section T.04 – Wire and Cable.

3.16.5.5. Conduit

Conduit shall be installed new and conform to the requirements of Section T.06 – Conduit.

3.16.5.6. Handhole and Pull Boxes

Handholes and pull boxes shall conform to the requirements of Section T.05 – Handholes and Pull Boxes.

3.16.5.7. Temporary Lighting

Materials for temporary lighting shall include breakaway fiberglass poles, roadway luminaries, and pre-assembled aerial cable. The pole shaft shall be constructed of a fiberglass-reinforced composite. The pole shall be non-conductive and chemically inert and shall be approved by FHWA for use on Federal Aid projects. For direct buried break-away poles, the butt end shall be enlarged so as to provide resistance to rotation and pull-out. For foundation/structure-mounted poles, the pole shaft shall be equipped with an anchor base of heavy-duty A356-T6 aluminum which shall be permanently bonded to the outside of the fiberglass shaft.

3.16.6. **Methods**

The lighting and electrical system shall be installed in compliance with RIDOT Standards and Specifications, the National Electrical Code, and the requirements as set forth in the Technical Provisions and details.

The DB Entity shall abide by the State's lockout/tagout procedures when access to a circuit is required.

Prior to trenching and excavation, the DB Entity shall contact "Dig Safe" and the State's Electrical Maintenance to ensure that all existing underground facilities are properly marked out prior to commencing any excavation.

All existing light standards shall be removed and reset as necessary to construct the Project. Each parapet-mounted anchorage shall have a corresponding cast-iron junction box (CIJB) cast into the parapet wall. The CIJB shall serve as a splice point for the lighting circuitry and shall house the breakaway fuse kits. An RMC stub-up shall run from the CIJB to the light standard anchorage.

Where appropriate, a light standard may be foundation-mounted behind guide rail or behind a concrete roadway barrier wall. For light standards mounted behind railing, the foundation shall be mounted twenty-four inches (24") behind the railing in the shelf area directly behind the railing and above the down-slope. Light standards may be mounted directly behind a barrier wall, provided that the top of the finished grade behind the wall is within forty-two inches (42") of the top of the wall.

Rigid metal conduit (RMC) shall be run between splice points (light standard bases, junction boxes, and handholes). Conduit shall be run in such a manner as to minimize conduit bends. Under no circumstances shall the cumulative total of conduit bends between splice points exceed three hundred and sixty degrees (360°). RMC may be installed using the following methods: cast into concrete parapet walls, surface-mounted to the back face of a parapet or underside of a bridge deck or installed in the fill area behind guide rail or a barrier wall. For conduit in structure and surface-mounted conduit, expansion fittings shall be installed in the conduit at all locations subject to expansion or movement. Conduit in trench shall be installed at a depth of twenty-four inches (24").

Two-phase lighting circuit conductors shall consist of three (2) #2 AWG conductors (2 black (phase), 2 red (phase), and 2 white/gray (neutral)) and one (1) #6 AWG insulated (green) copper grounding conductor.

All non-LED, damaged, defective, or inoperable under bridge luminaires shall be removed and replaced. Where necessary due to construction or conditions, existing surface-mounted RMC and branch circuit conductors shall be replaced with new ones.

3.16.7. Standards

State Lighting Standards: All lighting shall conform to RIDOT standards including but not limited to the following standards:

- a. 18.1.0 6/08 R1 Concrete Light Standard Base
- b. 18.1.1 6/08 Breakaway Support Couplings for Light Standards
- c. 18.2.0 11/13 R3 Precast Type "A" Handhole
- d. 18.2.1 5/11 R3 Precast Type "H" Heavy-Duty Handhole
- e. 18.2.2 5/11 R3 Precast Type "B" Heavy-Duty Handhole

- f. 18.3.0 6/08 R1 Aluminum Lighting Standards
- g. 18.3.1 6/08 R1 Aluminum Pole – Grounding Detail
- h. 18.3.2 6/08 R1 Typical Luminaire – Wiring Diagram
- i. 18.3.3 No Standard Assigned
- j. 18.3.4 6/98 Breakaway Support Couplings for Light Standards
- k. 18.3.5 6/08 R1 Recessed Bolt Couplings for Light Standards
- l. 18.3.6 6/08 Typical Wiring Diagrams
- m. 18.3.7 6/08 Underpass Lighting Detail
- n. 18.4.0 6/08 R1 Service Pedestal
- o. 18.4.1 6/08 R1 Service Pedestal – Grounding Detail
- p. 18.4.2 6/08 R1 Service Pedestal 240/480 Volts – 3W
- q. 18.4.3 6/08 R1 Service Pedestal 240/480 Volts – 3W
- r. 18.4.4 6/08 R1 Service Pedestal 120/240 or 120/208 Volts – 3W
- s. 18.4.5 6/08 R1 Service Pedestal 120/240 or 120/208 Volts – 3W
- t. 18.4.6 6/08 Service Pedestal Foundation
- u. 18.5.0 6/98 Phase-Neutral Connector Kit
- v. 18.6.0 6/08 R1 Trench Detail for Conduit in Existing Roadway
- w. 18.6.1 6/08 Light Conduit – Road/Ramp Crossing
- x. 18.6.2 6/08 Expansion Joints
- y. 18.6.3 6/08 Pullboxes – Type “V” and Type “W”
- z. 18.7.0 6/08 R1 Riser Pole Detail

3.16.8. **Temporary Illumination**

It is the DB Entity’s responsibility to maintain the integrity of the highway lighting circuits through the Project limits. The DB Entity shall organize its work so that any portion of the roadway that has existing illumination and is open for use remains equally lighted. The DB Entity shall also provide illumination on all temporary crossovers, ramps and roadways constructed as part of the stage construction, that are open for use. The lighting may consist of existing lighting, new lighting or temporary lighting (or any combination of the above). It is the DB Entity’s responsibility to stage the installation of new lighting so that all roadways with existing illumination that are open for traffic remain lighted. If it is necessary to install temporary poles, lights, or circuitry, the proposed installation work shall be submitted for approval to the State prior to the installation. Temporary lighting, where installed, shall be spaced so as to maintain existing luminance and uniformity levels. Under no circumstances shall proper nighttime operation of the lighting system on active roadways be disrupted by construction activities. The State shall comply with RIDOT Standards and Specifications, with the following additions:

Prior to the start of any work that will interfere with the existing lighting system, the DB Entity, along with the State Electrical Maintenance, shall inspect the system for lighting outages, pole knockdowns, and circuit malfunctions. If discovered, these deficiencies shall be noted and repaired by the State prior to the start of said work by the DB Entity.

Once the DB Entity’s work interferes with or detrimentally affects the existing roadway lighting system, maintenance of that system on the Site becomes the DB Entity’s responsibility. The repair of any lighting system malfunctions occurring outside of the Site, caused by the DB

Entity's work, shall also be the DB Entity's responsibility. The State's Construction personnel will note the start and end date of the DB Entity's responsibility for maintenance of the existing lighting system. The DB Entity shall maintain the illumination throughout the duration of the Project, until accepted by the State. The DB Entity shall supply to the State and to the State's Electrical Maintenance Supervisor the names and telephone numbers of a primary and back-up DB Entity's representative, to be contacted should a problem with the lighting system occur.

Initial notification of lighting outages or pole knockdowns on the Site shall immediately be given to the State's Highway Operations Division, who would then notify the State's Electrical Maintenance of the problem. The State's Highway Operations can be reached at the following telephone numbers: (401)- 826-0573. The following procedures will be followed for lighting outages:

- a. Once notified of a lighting outage, the State's Electrical Maintenance personnel will assess the situation, and in the case of a pole knockdown, may clear the pole from the roadway and make safe any exposed wires.
- b. Upon assessment of the lighting outage, the State's Electrical Maintenance will notify the Project Inspector and the DB Entity's designated representative of the outage, thereby transferring responsibility for any further repairs to the DB Entity.
- c. Upon notification of the problem, The DB Entity shall be responsible to repair the lighting system before the normal nighttime turn-on of the lights. If this cannot be achieved, the DB Entity shall make the lighting operational prior to the next normal nighttime turn-on of the lights, up to a maximum of twenty-four (24) hours from the time that the DB Entity was notified of the problem. The DB Entity shall contact the Construction field office and apprise the Project Inspector of the situation and brief them on what steps will be taken to bring the lighting back online, along with an anticipated time frame for doing this.
- d. For isolated individual luminaire outages (not a continuous circuit), the DB Entity shall repair such luminaires within forty-eight (48) hours of its notification of the problem.

The DB Entity shall follow standard "lock-out", "tag-out", and "Dig Safe" procedures when working on the lighting circuit. Both the DB Entity and the State's Electrical Maintenance shall have access to active lighting control cabinets.

The DB Entity shall be reimbursed for any costs associated with the maintenance of the existing lighting system that are generated by factors beyond its control. Such reimbursements would, for instance, cover damage caused by the general public or by normal system aging related to component failures (lamp burn-out, ballast/starter failure, cable splice failure, etc.). The DB Entity shall be responsible, however, for repair of damage to the existing lighting system incurred as the result of the DB Entity's operations, such as damage caused by improper wiring methods. All repairs or replacements necessitated by the DB Entity's operations shall be made by the DB Entity at its expense.

Temporary illumination circuitry may consist of pre-assembled aerial cable. If aerial cable cannot be installed due to specific construction activities (driving of piles, placing of bridge girders, etc.), the DB Entity shall notify the State and suggest alternative methods of installation. Alternative options may include installing cable in duct underground or installing surface-mounted cable in duct or PVC conduit, with cable along the backside of a bridge parapet or temporary concrete barrier curbing. Temporary cable in duct or conduit lying directly on the ground will not be allowed. The option of surface-mounting duct or conduit to the backside of

a parapet or barrier will only be allowed when construction activities make it necessary and where the surface-mounted conduit will not expose workers to a high-voltage hazard. The State's approval will be required prior to the installation of any temporary circuitry not installed overhead.

When temporary circuitry is installed in trench, the DB Entity shall follow the standard warning-tape procedures. When temporary circuitry is surface-mounted to the backside of a parapet or barrier wall, the DB Entity shall install warning placards reading: "Live Electricity." Warning placards shall be installed at the beginning, end, and at intermittent points 100' apart along the exposed length, of the duct or conduit. All temporary lighting circuits shall include a continuous No. 6 bare-copper grounding conductor connected to all light standards and effectively grounded as per the NEC.

3.16.9. **Potential Alternatives**

Not Applicable

3.16.10. **Disallowed Alternatives**

No alternatives to the materials listed above will be accepted.

3.17. **Intelligent Transportation Incident Management System (ITS)**

There are existing ITS elements within the project area that will be utilized for traffic surveillance and traffic information dissemination, assisting RIDOT with their Traffic Management efforts. It shall be the responsibility of the DB Entity to ensure that all existing ITS elements remain operational throughout the duration of the Project, unless otherwise approved by the State and the Traffic Management Center (TMC).

3.17.1. **Existing ITS Devices**

RIDOT currently operates several ITS devices throughout the project area. These devices are used on a daily basis and shall remain operational throughout the duration of the project. In the event the existing device operation becomes non-operational through cause of construction activity; the device shall be repaired and/or replaced by the DB Entity within 48 hours. RIDOT employees or their agent shall be provided physical access to the devices in the field when needed for repairs. The DB Entity is required to notify the RIDOT Traffic Management Center (TMC) at least 10 business days in advance for all planned outages. In all cases, outages are to be rectified within 48 hours. RIDOT reserves the right to limit or deny any planned outages of ITS devices. Temporary relocation of field devices may be permitted with prior approval from the TMC. A plan showing the temporary location with power and electrical connections is required for approval. Permanent relocation of the Washington Bridge camera, weather station, and associated cabinetry is required in order to construct the new off-ramp to Waterfront Drive.

3.17.2. **Device Communication**

The CCVEs located throughout the Project area communicate with the TMC via 72-strand fiber optic cabling. All communications shall be maintained throughout the duration of construction unless otherwise approved by the TMC.

3.17.3. **Maintenance of Communications**

This item shall consist of maintaining the existing fiber optic communication system throughout the Project area. If relocation is required, either temporarily or permanently, the Contractor shall coordinate all fiber optic cable relocation activities with the resident engineer and the RIDOT TMC a minimum of 10 business days in advance of any activities that will impact the fiber optic communications. The Contractor shall have the fiber optic communications system up and operational within 8 hours of taking the system offline. The Contractor shall have sufficient crew available to back pull and reinstall the existing cable and complete the required fiber optic splicing required within this timeframe.

Throughout the design and construction of the new fiber optic network, the contractor shall coordinate with the proposed toll zone gantry project team and RIDOT to prevent any construction issues, conflicts, delays, and down time of the fiber optic network.

A splice plan shall be provided by the DB Entity and approved by the TMC staff prior to the installation of any fiber optic cable.

A test plan shall be provided by the DB Entity for approval by the TMC staff. The testing shall include end to end power readings and Optical Time Domain Reflectometer (OTDR) traces performed by a certified fiber optic technician. Proof of certification shall be submitted prior to any testing. Power meters and OTDR's used for the testing are to be calibrated within six months of the testing. OTDR traces are to be provided in electronic format for review and approval by the TMC. If the power readings or OTDR traces show events or losses exceeding the manufacturer's expected losses, the cable is to be replaced at no cost to RIDOT.

3.17.4. TMC Device and System Coordination

The DB Entity shall coordinate will the TMC during all phases of fiber optic cable installation and revisions to existing ITS equipment sites. The DB Entity shall not disconnect any fiber optic cable or ITS equipment at any time without approval from the TMC. The fiber optic network shall not be down for more than 8-hours at a time.

The DB Entity shall provide a system integrator to complete communication integration for all existing field devices at the TMC and to ensure complete working subsystems. The DB Entity shall supply vendor support to the integrator to ensure complete working systems. The integrator shall work with the TMC staff for network addressing assignments. Prior to installation the DB Entity shall submit detailed fiber optic network drawings for approval by the TMC staff. Fiber assignment drawings showing detailed splicing information is to be provided by the integrator. The integrator is also responsible to develop a transition plan for the conversion of existing device communication to the new fiber network. At the completion of the project, the DB Entity shall provide 40- scale as-built plans and drawings of the ITS equipment and fiber optic communication systems and devices installed under this project.

3.18. Landscape Design

3.18.1. General

The project will require landscape design to provide enhancement and improvements to the project area near the Gano St ramps and the existing shared use path. The landscape plantings are to be sustainable and durable to the urban/highway environment, while being easy to maintain for the Owner. The inclusion of simple and large-scale landscape plantings helps to create a more pleasurable experience for users of the transportation network. Environmental purposes such as erosion control and storm water pollution prevention are to be considered.

The general criteria for landscaping features are as follows:

- a. Use of greenscape surfaces, natural materials, and local plantings where feasible
- b. Sunlight and rainwater need to reach the vegetation
- c. Landscape features shown outside the state right-of-way are not included in the project.
- d. The design of all features shall meet the criteria specified in the AASHTO Roadside Design Guide. They should either be placed outside the clear zone of the roadway or protected from vehicle impacts.

3.19. **Environmental Compliance**

3.19.1. **General**

The DB Entity is responsible for developing plans and specifications in full conformance with the State's Best Management Practices (BMPs), existing Project environmental permits and approvals, and all applicable environmental laws and regulations.

3.19.2. **Compliance with Laws and Regulations**

The DB Entity shall conduct its operations in conformance with the permit requirements established by federal, State and municipal laws and regulations.

The DB Entity shall conduct its operations in compliance with federal and State permit requirements concerning soil, water, air and noise pollution, and the disposal of controlled or hazardous materials. Said permit requirements include, but are not limited to, those established by Federal Regulations administered by the United States Coast Guard, Army Corps of Engineers, or the Environmental Protection Agency (EPA).

Appropriate permits shall be required for all activities associated with or incidental to the DB Entity's operations, including, but not limited to, those regarding the Site or adjacent areas, waste and disposal areas, borrow and gravel banks, storage areas, haul roads, access roads, detours, field offices, or any other temporary staging areas.

The DB Entity shall be responsible for, and hold the State harmless from, any penalties or fines assessed by any authority due to the DB Entity's failure to comply with any term of an applicable permit.

The State has gained initial determinations for the need for certain permits related to the BTC. The responsibility for obtaining environmental permits for Contract work is explained in Part 2, Section 4 of this RFP.

Any request by the DB Entity for authorization of activities or methods not specifically called for or allowed by the applicable permits issued for the Project shall be submitted by the DB Entity in writing to the State. Such a request shall include a detailed description of the proposed activities or methods, and shall include justifications for same, along with supporting documentation, showing that the proposed activity or method will not create a risk of damage to the environment. If such request is granted by the State, the State will process an application prepared by the DB Entity to the appropriate regulatory agency or agencies for any permit amendment, modification, revision or new permit required for the DB Entity to carry out the changed activities or use the methods in question. The State does not, however, guarantee that it will be able to obtain the desired permit amendment, modification or revision; and the State will not be liable for the effects of any inability to do so.

The DB Entity will not be entitled to any extension of Contract time as a result of the State's granting of such a request from the DB Entity. If the amendment, modification, or revision of the permit is not necessary except to make possible the changes requested by the DB Entity, then no claim may be made by the DB Entity based on the amount of time taken by the State to review the DB Entity's request, or to apply for or secure the permit amendment, modification or revision. No such proposed additional activity shall commence, nor shall such a changed method be used, until and unless the State approves in writing the DB Entity's request.

In case of a failure by the DB Entity to perform pollution control work as required by the State, the State may, after having given the DB Entity twenty-four (24) hours advance written notice of its intention to do so, arrange for said work to be performed by other forces, and will deduct the cost from any monies due or that may become due to the DB Entity under the Contract or under any other State contract.

3.19.3. **Water Pollution Control**

The DB Entity shall, throughout the duration of the Contract, control and abate siltation, sedimentation and pollution of all waters, including but not limited to under-ground water systems, inland wetlands, tidal wetlands, and coastal or navigable waters.

Construction methods proposed by the DB Entity shall comply with the approved permit requirements and permit applications. The DB Entity shall be responsible for all obligations and costs incurred as a result of the DB Entity's failure to comply with the terms and conditions of such permits or permit applications.

The following are Required Best Management Practices for prevention and control of water pollution. The DB Entity shall not make any design change in the Contract work that requires a variance from the requirements of the following items until and unless the DB Entity has first submitted a detailed written proposal for such variance to the State for review and for transmittal to and review by the federal, State or municipal environmental authority, and has then received written approval from the State of the proposed variance.

REQUIRED BEST MANAGEMENT PRACTICES

- a. Prior to commencing Project Site work, the DB Entity shall submit in writing to the State a "Soil Erosion and Sedimentation Control Plan" and a "Dust Control Plan" for all Project construction stages. The DB Entity shall install all control measures specified in said Plans prior to commencement of Project construction activities. The Plans shall be consistent with the Rhode Island Soil Erosion and Sediment Control Handbook, and all environmental laws and regulations established by federal, State or municipal agencies, as well as the State's published environmental policies and standards. If the DB Entity elects to work during a winter shut-down period, the DB Entity shall submit to the State a separate Winter Erosion and Sedimentation Control Plan, obtain the State's written approval and implement it before the Contractor begins Project work during the winter shut-down period.
- b. The DB Entity shall inspect erosion and sedimentation controls at least weekly, immediately after each rainfall event of at least 0.25 inches in 24 hours, and daily during periods of prolonged rainfall. The DB Entity shall maintain all erosion and sedimentation control devices in a functional condition, in accordance with the Contract plans, relevant permits and Special Provisions. In the event that the DB Entity fails to maintain such devices in accordance with said documents, and the DB Entity does not correct such a failure within 24 hours after receipt of written notice of such a failure

from the State, the State may proceed with its own or other forces to remedy such failures. The cost to the State of curing any such specified failure will be deducted from monies owed to the DB Entity under the Contract or under any other State contract.

- c. Washout of applicators, containers, vehicles, and equipment that have been used with concrete (including bituminous concrete), paint or other such possible contaminants shall be conducted:(i) at least 50 ft from any stream, wetland or other sensitive resource; and (ii) in an entirely self-contained washout system. Such materials shall be collected and disposed of in accordance with all applicable federal, State and municipal laws and regulations.
- d. No materials resulting from Project construction activities shall be placed in or allowed to contribute to the degradation of a wetland, watercourse or storm drainage system. Good housekeeping of the Site by the DB Entity for the purpose of preventing construction-related debris or runoff from entering a regulated area is required. The DB Entity shall not leave waste or debris within the travel way or roadside where it might create a safety hazard to the traveling public. The DB Entity shall dispose of all construction-related materials in accordance with federal, State and municipal laws and regulations.
- e. The DB Entity shall not withdraw water from any watercourse system, except as allowed by applicable permits.
- f. The DB Entity shall not dispose of any material until and unless it has proposed a location for its disposal to the State and the State has approved said location in writing. If the proposed disposal location is on private property, the DB Entity shall include in the disposal location proposal to the State letters from the property owner and the affected municipality, agreeing to the proposed location for disposal. The DB Entity shall ensure that proposed disposal locations are outside of wetlands or watercourses, floodplains and water or natural resource areas.
- g. Before commencing any work in or adjacent to a regulated area shown on the plans, permit(s), or identified by the State or their representatives, the DB Entity shall submit in writing to the State a construction-sequencing plan, a water-handling plan, and a flood contingency plan, and obtain from the State written approval of said plans.
- h. When dewatering is necessary, the DB Entity shall not allow pumps used for same to discharge directly into a wetland or watercourse. Prior to any dewatering, the DB Entity shall submit to the State a written proposal for specific methods and devices to be used for same, and shall obtain the State's written approval of such methods and devices, including, but not limited to, the pumping of water into a temporary sedimentation basin, providing surge protection at the inlet or outlet of pumps, floating the intake of a pump, or any other method for minimizing or retaining the suspended solids. If the State determines that a pumping operation is causing turbidity in a regulated area, the DB Entity shall halt said operation until a means of controlling the turbidity is submitted by the DB Entity in writing to the State, approved in writing by the State, and implemented by the DB Entity.
- i. When dewatering is necessary, the DB Entity shall not allow pumps used for same to discharge directly into a wetland or watercourse. Prior to any dewatering, the DB Entity shall submit to the State a written proposal for specific methods and devices to be used for same, and shall obtain the State's written approval of such methods and devices,

including, but not limited to, the pumping of water into a temporary sedimentation basin, providing surge protection at the inlet or outlet of pumps, floating the intake of a pump, or any other method for minimizing or retaining the suspended solids. If the State determines that a pumping operation is causing turbidity in a regulated area, the DB Entity shall halt said operation until a means of controlling the turbidity is submitted by the DB Entity in writing to the State, approved in writing by the State, and implemented by the DB Entity.

- j. Upon completion of the associated work, the DB Entity shall immediately clear all areas of all forms, false work, piling, debris or other obstructions created or caused by construction operations.
- k. If the DB Entity wants to make a change in construction operations, staging or scheduling that would affect the use of or necessity for any pollution controls, the DB Entity shall submit to the State a written proposal detailing the proposed change, and shall receive the State's approval of such change, before implementing it. Such submission shall include a plan showing what erosion and sedimentation controls above and beyond those called for in the Contract would be necessitated by the proposed change.
- l. Dumping of oil, fuel, chemicals or other harmful materials on the ground or into a regulated area is forbidden. The DB Entity shall provide to the State a written Spill Prevention and Remediation Plan for the Project, outlining the DB Entity's intended means of catching, retaining, and properly disposing of drained oil, removed oil filters, fuel, chemicals and other harmful material. Such plan shall also include the information and protocols needed for the remediation of any spill that might occur on the Site, including emergency contact information. No construction activities shall commence until such a plan has been approved in writing by the State.
- m. The DB Entity shall restore all areas within or outside the State right-of-way that have been disturbed as a result of construction activities.

3.19.4. **Construction Noise and Vibration Pollution**

The DB Entity shall take measures to minimize the noise caused by its construction operations, including, but not limited to noise generated by equipment used for drilling, pile-driving, blasting, excavation, or hauling. All methods and devices employed to minimize noise shall be subject to the continuing approval of the State. The maximum allowable level of noise at the residence or occupied building nearest to the Site shall be ninety (90) decibels on the "A" weighted scale (dBA). The DB Entity shall halt any Project operation that violates this standard at any time until the DB Entity develops and implements a methodology that enables it to keep noise from its Project operations below the 90-dBA limit.

The contractor shall utilize a noise curtain and auger the first 25' when pile driving to minimize noise levels during construction. The contractor shall identify the appropriate noise levels anticipated from his construction operation at the various pile installation locations to allow the Resident Engineer to closely monitor where a noise curtain is required. The contractor shall utilize a high-frequency hammer when driving to limit vibration. The DB Entity shall indemnify and hold harmless the State from any claims related to noise from construction operations that exceeds the maximum allowable levels, or any claims related to the DB Entity's failure to follow approved noise minimization methods.

3.19.5. **Protection of Archaeological and Paleontological Remains and Materials**

The DB Entity shall be alert to the possibility that Project operations may disturb or uncover significant archaeological or paleontological resources or other such remains which in many cases are protected by federal laws, State laws or both. Archaeological resources are minimally defined by federal regulations as materials 50 years of age or older. They typically consist of subsurface concentrations of metal, bone, ceramic, or flaked or other shaped stone artifacts. They might also consist of features such as buried building foundations, linear or circular walls made of individual stones rather than concrete or cement, trash-filled pits, patches of burned earth, or distinct patterns of nearly-circular, elliptical, or squared discolorations in newly-exposed soil, accompanied by the types of artifacts described above.

Paleontological resources are defined as any fossilized remains, traces, or imprints of organisms, preserved in or on the earth's crust. These typically include fossilized bones, teeth, shells, eggs, or distinct impressions made in bedrock. When archaeological or paleontological materials are inadvertently encountered, the DB Entity shall immediately halt operations in the location of same and shall notify the State of said discovery. The DB Entity shall make every effort to preserve archaeological or paleontological materials intact in their original positions, in order to preserve the geological context and information content of the remains in relation to one another and to the enclosing soil.

The State shall have the authority to suspend Project work in the area of such discovery for the purpose of preserving or recovering and documenting the archaeological or paleontological materials. The DB Entity shall carry out all instructions of the State for the protection of such materials, including steps to protect the site from vandalism, unauthorized investigations, accidental damage, and damage from such causes as heavy rainfall or runoff. The DB Entity shall reschedule its work to minimize any loss of the time needed to complete the Project while the State evaluates, records and salvages the archaeological or paleontological materials.

Extra work ordered by the State in this connection will be paid for in accordance with Part of the RFP. Delays caused by archaeological or paleontological preservation and protection, which the DB Entity demonstrates have delayed completion of the Project, will be treated under the provisions for extension of time.

3.19.6. **Controlled and Hazardous Materials**

RIDOT has completed Phase I Environmental Site Assessments (ESAs) for the Gano Street and Waterfront Drive proposed construction/demolition activities. As part of the proposed work, it is anticipated that right-of-way acquisitions that include an area of 12,900 +/- square-feet of land at 62-78 Valley Street (Map 1, Lot 01-003) and approximately 20,740 +/- square-feet of land at 160 Valley Street (Map 105, Lot 05-008) may be required. The Project is located in an urban area where residential and commercial development dates back to the 1800s. Contaminated soils have been identified at various locations throughout the Project area. The Washington Bridge is identified as an inactive State Hazardous Waste Site (SHWS) under RIDEM Site Remediation (SR) ID# 28-1386, Route 195 DOT Contract 18 is identified as an active SHWS under SR-28-1858, RIDOT Waterfront Avenue is listed as an inactive SHWS with an AUL under SR-10-1334, and RIDOT Taunton Avenue Bridge 466 is listed as an active SHWS under SR-10-1885. A Covenant Not To Sue/Environmental Land Use Restriction (ELUR) was implemented on the parcel located at 62-78 Valley Street under RIDEM SR ID # 10-0498 in September 1999. In accordance with these documents, any excavation work shall

be approved by the State and managed in accordance with the site-specific Soil Management Plan (SMP), groundwater monitoring wells on this property shall not be disturbed without prior State approval and groundwater shall not be extracted and used for potable purposes.

The DB Entity shall be required to comply with the RIDEM-approved Covenant Not To Sue/ELUR and SMP during construction of the Waterfront Avenue off-ramp.

For the purpose of preparing the proposal, the DB Entity is responsible for reviewing the SHWS listings associated with the Washington Bridge, RIDOT 195 Gano Contract 18, RIDOT Waterfront Avenue and RIDOT Taunton Avenue Bridge 466 sites for additional information as to the presence of contaminated soil and previously prepared remedial action workplans and/or SMPs and the Covenant Not To Sue/ELUR/SMP associated with the 62-78 Valley Street site for all applicable requirements (e.g., dust control, erosion controls, health & safety, stockpile management, preparing and submitting Operating Logs, etc.) and for incorporating all associated scope and costs in said proposal. It should be assumed that a portion of the soils within the Site are contaminated and will be transported off site for disposal, and that a portion of the soils will be suitable for reuse on this, or other, transportation project. To the extent practicable and prudent, the DB Entity will reuse or recycle soil to reduce Project costs and to help minimize the impact to available landfill space. The DB Entity shall refer to any existing RAWPs/SMPs and the Covenant Not To Sue/ELUR/SMP when preparing a written Materials Management Plan that will guide the proper handling, reuse, recycling and/or disposal of known or suspected regulated, hazardous, or controlled materials. The Materials Management Plan will also provide adequate contingencies to address additional contaminated materials that may be encountered throughout the Project. The Materials Management Plan shall not change or remove any requirements in the RIDEM-approved SMP unless written approval of said changes and/or removals are obtained from RIDEM. The DB Entity will submit the Materials Management Plan to the State for review and approval.

The DB Entity is responsible for any additional preliminary testing of soil, groundwater or construction materials needed to satisfy the requirements of its design and construction.

To the extent practicable and prudent based on the results of the previous limited site investigations and any additional environmental testing deemed necessary by the DB Entity, the DB Entity will reuse or recycle soil to reduce Project costs and to help minimize the impact to available landfill space. The DB Entity's Materials Management Plan will clearly describe the procedures and rationale by which off-site disposal of soil will be minimized

The State will acquire any "Hazardous Waste Generator Permit(s)" required under the Resource Conservation and Recovery Act, for the management and disposal of hazardous materials on the Site, provided that:

- a. Such material is within the construction limits defined in the Contract.
- b. Such material is not comprised of waste materials generated by the DB Entity.

Based on the historical urban development of the Project area, additional soils within the Project Limits may be contaminated. In the event that the DB Entity encounters or exposes any material, not previously known or suspected to be contaminated, but which exhibits properties that may indicate the presence of controlled or hazardous material, the DB Entity shall cease all operations in the material's vicinity and shall immediately notify the State of the material's discovery. The presence of barrels, discolored earth, metal, wood, visible fumes or smoke, abnormal odors or excessively hot earth may indicate the presence of controlled or hazardous material and shall be treated with extreme caution. If controlled or hazardous materials, other

than those required for Contract operations, are discovered at the Site, the State may engage a specialty contractor to handle and dispose of the materials.

When the DB Entity performs support work incidental to the removal, treatment or disposal of controlled or hazardous material, the State will pay for same at the applicable Contract unit prices. When the Contract does not include appropriate pay items for same, payment will be made in accordance with Part 3 of the RFP hereof. The DB Entity shall observe all security precautions established pursuant to 29 CFR 1910.120 and 1926.65, including all revisions and amendments thereof, and shall not work in any area known to contain or suspected of containing controlled or hazardous material without prior written approval from the State to do so. The DB Entity shall assume sole responsibility for the proper storage, handling, management, and disposal of all regulated materials and wastes associated with its operations, including, but not limited to, lubricants, antifreeze, engine fluids, paints, and solvents. All costs associated with any failure by the DB Entity to properly manage such materials in accordance with federal and State regulations, and all remedial and punitive costs incurred by the State as a result of such failure, shall be borne by the DB Entity. This section shall apply to coatings removed by the DB Entity.

3.19.7. **Vehicle Emissions**

All motor vehicles and construction equipment used for the Project (both on-highway and off-road) shall comply with all federal, State and municipal regulations concerning exhaust emission controls or safety. The DB Entity shall establish staging zones for vehicles waiting to load or unload at the Site. Such zones shall be located where the emissions from the vehicles will have minimum impact on abutting properties and the general public. Idling of delivery trucks, dump trucks, and other equipment shall not be permitted for longer than 3 minutes during periods of non-activity, except as allowed by State or municipal regulations. The DB Entity shall conduct all of its Project work in a way that causes no harm to adjacent sensitive receptors. Sensitive receptors include but are not limited to hospitals, schools, daycare facilities, elderly housing, and convalescent facilities. The DB Entity shall see to it that any engine exhaust is not directed toward fresh air intakes, air conditioners, or windows. Before performing extensive work within less than 50 ft. of a sensitive receptor, the DB Entity shall:

- a. Submit to the State a Vehicle Emissions Mitigation plan, proposing detailed means for minimizing vehicle emissions from vehicles and construction equipment in the affected area, including a proposed sequence of construction;
- b. Obtain the State's written approval of the Plan, making any revisions of same necessary to obtain said permission; and
- c. Implement the Plan, as it may have been revised.

Any costs associated with this "Vehicle Emissions" Section shall be included in the general cost of the Contract. In addition, there shall be no additional time granted to the DB Entity for compliance with this section. The DB Entity's compliance with this section and any associated laws or regulations shall not be grounds for claims as outlined in Sections 105.19 and 105.20 of Part 3 of the RFP.

Section 4. Environmental Approvals

4.1. General Statement

It is the responsibility of the DB Entity, in coordination with RIDOT, to obtain all required Environmental Approvals/Clearances to the extent not already obtained by or on behalf of RIDOT as described in Section 4.3. The DB Entity is required to prepare all documentation required for any application for any such Environmental Approval/Clearance or any amendment to any such Environmental Approval/Clearance. The DB Entity is also responsible for the preparation of all documentation required to satisfy any conditions to the DB Entity's scope of work contained in Environmental Approvals/Clearances or amended Environmental Approvals/Clearances prior to the start of work and/or following the completion of work. The DB Entity shall submit the applications to the RIDOT Natural Resources Unit (NRU) and the RIDOT Office of Stormwater Management (OSM) for their review and comment. RIDOT will submit the final permit applications to the relevant regulatory agencies RIDOT takes no responsibility for any time delay or cost associated with submissions that are sent back to the DB Entity by RIDOT's NRU or OSM for modification or correction and resubmittal to RIDOT prior to submittal to the relevant regulatory agencies.

The DB Entity is responsible at all times for complying with: (a) all conditions and schedules in any Environmental Approvals/Clearances, whether obtained by RIDOT or the DB Entity, and (b) all applicable Environmental Laws. Failure to comply with conditions or schedules in Environmental Approvals/Clearances will be grounds for termination hereof.

The DB Entity shall be responsible for any and all costs, liability, penalties, expenses, damages, including economic, property, natural resource and personal injury, or delays resulting from any non-compliance with Environmental Approvals/Clearances.

The DB Entity shall develop a close working relationship with RIDOT and the regulatory agencies to ensure that its designs will be acceptable from an environmental perspective. RIDOT takes no responsibility for any time delay or cost associated with submissions that are refused, rejected, conditioned or modified by RIDOT or any regulatory agency or for any redesigns such agencies or RIDOT may require.

4.2. Environmental Approvals/Clearances to be Obtained by RIDOT

4.2.1. NEPA Compliance/Environmental Documentation

RIDOT is in the process of completing the National Environmental Policy Act (NEPA) review process for this Project, which is currently undergoing review as a Categorical Exclusion (CE) by the FHWA. A CE determination is expected to be issued by FHWA prior to RIDOT issuing a Notice to Proceed to the DB Entity for final design and construction of the project. Design efforts shall not advance to final design (beyond 30%) on this project until NEPA has been completed. Any environmental commitments resulting from the NEPA process will be added to the project via addendum or construction change order.

Any proposed changes to the footprint or scope of the project (as expressed in this RFP) proposed by the DB Entity during development of the Technical Proposal will be reviewed by the State to determine if a change to the NEPA filing by the RIDOT is necessary. If changes are required, the change would be considered an alternative. Such changes may necessitate additional environmental studies or coordination with regulatory agencies to be carried out by the DB Entity. The DB Entity shall carry out any additional environmental commitments as a result of any re-evaluation and will be responsible for any schedule delays and associated costs.

4.2.2. Interchange Justification Report (IJR)

RIDOT is in the process of completing an Interchange Justification Report (IJR) for this Project, which is currently undergoing review by the FHWA. Final approval of the IJR by FHWA is required prior to RIDOT issuing a Notice to Proceed to the DB Entity for final design and construction of the project.

Any proposed changes to the footprint or scope of the project (as expressed in this RFP) proposed by the DB Entity during development of the Technical Proposal will be reviewed by the State to determine if a change to the IJR filing by the RIDOT is necessary. If changes are required, the change would be considered an alternative. Such changes may necessitate additional studies or coordination with FHWA to be carried out by the DB Entity. The DB Entity shall carry out any additional commitments as a result of any re-evaluation and will be responsible for any schedule delays and associated costs. Any design changes that may be necessitated as a result/condition of the IJR approval will be added to the project via addendum or construction change order if necessary.

4.2.3. U.S. Fish and Wildlife Service (USFWS): Endangered Species Act (ESA) Section 7 Consultation.

RIDOT has consulted with USFWS online 4(d) Rule Consistency Key and RIDEM to determine if the Project affects the Northern Long Eared Bat (NLEB). The consultation confirmed the Project is consistent with activities analyzed by the Biological Opinion and will have no effect on the NLEB.

4.2.4. RI Department of Environmental Management Natural Heritage Program:

RIDOT has consulted with RIDEM which has determined that the listed species associated with a Natural Heritage Area identified adjacent to the Project was located beyond Project activities and no further consultation is required.

4.2.5. National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS):

ESA Section 7 Consultation and Essential Fish Habitat (EFH) Consultation – both consultations shall qualify for the FHWA-Greater Atlantic Regional Fisheries Office (GARFO) 2018 Not Likely to Adversely Affect (NLAA) Program and the Programmatic EFH Consultation for Select Transportation Projects in the NMFS Greater Atlantic Region. DB Entity shall prepare the streamlined FHWA-GARFO NLAA forms and related consultation information and secure approval from NOAA NMFS. DB Entity shall recognize that Time of Year (TOY) restrictions for in-water work and acoustic impacts are anticipated to be imposed by NOAA NMFS. TOY restrictions are anticipated to extend from February 1-June 30 for in-water work and acoustic impacts, and construction noise for activities such as pile driving are anticipated to require best management practices such as “soft starts” to avoid impacts. NMFS defines “soft starts” as:

If pile driving is occurring during a time of year when ESA-listed species may be present, and the anticipated noise is above the behavioral noise threshold, a “soft start” is required to allow animals an opportunity to leave the project vicinity before sound pressure levels increase. *In addition to using a soft start at the beginning of the workday for pile driving, one shall also be used at any time following cessation of pile driving for a period of 30 minutes or longer.*

For impact pile driving: pile driving shall commence with an initial set of three strikes by the hammer at 40% energy, followed by a one minute wait period, then two subsequent three-strike

sets at 40% energy, with one-minute waiting periods, before initiating continuous impact driving.

For vibratory pile installation: pile driving shall be initiated for 15 seconds at reduced energy followed by a one-minute waiting period. This sequence of 15 seconds of reduced energy driving, one-minute waiting period shall be repeated two additional times, followed immediately by pile-driving at full rate and energy.

4.3. Construction Related Permits and Environmental Approvals/Clearances to be Obtained by the Design Build Entity

The DB Entity will be responsible for obtaining all construction-related permits and approvals. The DB Entity shall be responsible for the preparation of all permit applications and supporting documentation, based on the DB Entity's final design. The RIDOT as owner, will be the Permittee. Upon RIDOT review and approval of the necessary permit applications, RIDOT will submit them to the regulatory agencies. Should the DB Entity propose design changes acceptable to the RIDOT, then permitting requirements may also change. The DB Entity also remains responsible for obtaining any and all necessary amended permits required by the regulatory agencies.

The DB Entity shall be responsible for compliance with pre-construction, construction-related permit conditions, as well as post-construction monitoring if required by regulatory agencies.

All efforts and costs necessary for additional permit acquisition or modification, compensation or mitigation costs shall be included in the DB Entity's Price Proposal. Any fines associated with environmental permit or regulatory violations/enforcement actions shall be the responsibility of the DB Entity. The project will not be deemed complete or acceptable if there are outstanding regulatory violations/enforcement actions.

Based on the proposed work, the following permits are anticipated:

- US Army Corps of Engineers (USACE): Section 404 General Permit 8 (Self Verification or Preconstruction Notification). The Project will include discharges of dredged or fill material to the Seekonk River incidental to bridge construction and as such the Project will require Section 404 authorization by the USACE under General Permits 8 of the Rhode Island General Permit. Authorization under the General Permit will not be valid until the CRMC Category B Assent is granted. The USACE may exercise jurisdiction under Section 10 of the Rivers and Harbors Act (RHA) of 1899 because the Project will require excavation or fill within navigable waters. Section 10 authorization would be granted as part of the Section 404 review and authorization process. In addition, the USACE Navigation Section has indicated that there is a 16-foot deep by 150-foot wide Federal Navigation Project (FNP) that extends through the Project from Providence Harbor north to the Henderson Bridge, and therefore the work may require approval under the RHA Section 408 process to alter a USACE civil works project area.
- U.S. Coast Guard (USCG): Authorization for Maintenance: Pursuant to Section 9 of the Rivers and Harbors Act of 1899 and the General Bridge Act of 1946. Projects

that propose to construct, reconstruct or modify a bridge or causeway across navigable waters of the United States are required to obtain USCG approval prior to commencing construction or modification work. In 2016, the USCG authorized the Phase I rehabilitation work for the Washington Bridge over the Seekonk River, a navigable waterway. Based on a RIDOT-requested review of the proposed scope of work for the I-195 Washington Bridge North Phase 2 project, the USCG has determined that the current Phase 2 scope of work is not covered by the prior authorization dated October 12, 2016 . Therefore the DB Entity is responsible for acquiring authorization from the USCG for work under this Phase 2 project. The DB Entity is further required to prepare the USCG Bridge Work Notification form and provide it to RIDOT 100 days before the start of work subject to USCG jurisdiction.

- RIDEM Office of Waste Management – Soil Contamination

- RIDEM Office of Water Resources – Rhode Island Pollution Discharge Elimination System General Permit for Construction Activity and Water Quality Certification (WQC). WQC will include consultation with RIDEM Division of Fish and Wildlife to determine if minimization or mitigation measures are recommended to protect aquatic life.

- Coastal Resources Management Council (CRMC): Application for Category B Assent

- Narragansett Bay Commission – Stormwater/Sewer Alterations

- City of Providence – Department of Public Works

- City of East Providence –Department of Public Works

Construction of the BTC may require that any or all of the above-listed approvals be acquired by the DB Entity for the project, in addition to others that are not identified in this document.

4.3.1.RIPDES Construction General Permit

The area of anticipated ground disturbance for the Project using the BTC will exceed the 1-acre threshold requiring registration under the Rhode Island Pollution Discharge Elimination System (RIPDES) Construction General Permit. Based on the ground disturbance required by the Project, it is anticipated that dewatering will occur requiring a registration under the RIPDES Construction General Permit. Dewatering of any contaminated water requires a RIPDES Remediation Discharge Permit. Only uncontaminated water can be discharged under the RIPDES General Permit. Given the site location, any dewatering along the banks of the river should be considered contaminated. The DB Entity will be responsible for obtaining the appropriate approvals under the RIDEM RIPDES program as required.

4.3.2. Coastal Resources Management Council Assent

The coastal waterway (Seekonk River), any associated wetland resource areas including, the 200-foot Contiguous Area, Area Subject to Storm Flowage (ASSF), the 100-year floodplain (Area Subject to Flooding-ASF), and 200-foot Riverbank that extends from these resources in the Project Area are subject to the jurisdiction of the Rhode Island Coastal Resources Management Council (CRMC). The Washington Bridge crosses the Seekonk River, which is classified as a Type 4 (Multipurpose Waters) and a Type 6 (Industrial Waterfronts and Commercial Navigation Channels) waterbody in the RI Coastal Resources Management Plan. Much of the proposed highway improvements are within the 200-foot Contiguous Area. This area is also within the CRMC Metro Bay Special Area Management Plan (SAMP). The State has verified with the CRMC that a Category B Assent is required for this Project. The State has not acquired this approval. A pre-application conference with CRMC is recommended.

4.3.3. Rhode Island Department of Environmental Management & U.S. Army Corps of Engineers

Based on the proposed project, the following permits and authorizations are required from RIDEM and USACE: authorization from the USACE under the General Permit for the State of Rhode Island (Effective Date March 3, 2017), Water Quality Certification (WQC) from the RIDEM, Authorization under the Rhode Island Pollutant Discharge Elimination System (RIPDES) General Permit for Stormwater Discharge Associated with Construction Activity from the RIDEM; inclusive of preparing and complying with the requirements of a site specific Soil Erosion and Sediment Control Plan (SESCP) and Long-term Operation and Maintenance Plan for Stormwater Treatment Units (STUs). It is recommended that the USACE also be involved in a pre-application meeting to ensure that the project will comply with all the conditions of the applicable General Permits for Rhode Island.

The DB Entity shall utilize the February 2019 RIDOT Linear Stormwater Manual in a manner consistent with the RI Stormwater Management, Design, and Installation Rules (250-RICR-150-10-8) for the design of the stormwater management systems. Treatment in the Seekonk River watersheds is required and treatment goals for the watershed should be coordinated with the RIDOT Office of Stormwater Management (OSM). The DB Entity is responsible for reviewing and understanding the performance standards and commitments made in all permits and approvals for the Project, as well as the standards and prohibitions of the respective regulations of these programs. Linear Stormwater Manual Standards. The DB Entity shall also address stormwater runoff from areas within the project limits.

The DB Entity shall use the February 2019 RIDOT Linear Stormwater Manual (LSM) in a manner consistent with the RI Stormwater Management, Design, and Installation Rules (250-RICR-150-10-8) in the design of this project. The DB Entity shall prepare and submit to RIDOT OSM as soon as practicable prior to the 30% Design, a Preliminary Environmental Design Submission for their review that consists of the following:

- a. LSM Appendix A Stormwater Management Plan Checklist Part 1 and 2 (as complete as possible at this design stage).
- b. LSM MEP Worksheet; and
- c. LSM Worksheet A: Treatment Provided by STUs.

The purpose of this preliminary submission is to assist in streamlining the environmental permitting process for this project. This preliminary submission will allow for early coordination between the DB Entity and the RIDOT OSM. This submission will also allow for a preliminary meeting with the RIDEM and CRMC Permitting Staff. Early coordination between the DB Entity and the RIDOT OSM

is encouraged and meetings may be coordinated with the OSM prior to this submission. A meeting between the DB Entity and the RIDOT OSM is required upon the submission of the Preliminary Environmental Design submission. A preliminary design strategy for environmental permitting (i.e. anticipated permit submissions based on the DB Entity's design concept) should also be submitted.

4.4. Acquired Environmental Approvals

In the BTC, the State has called for certain design, construction, and mitigation measures to be taken for this Project. The State has already taken some steps to clear the way for said measures, including meetings with certain agencies to discuss the Project.

Requirements for environmental compliance by the DB Entity are outlined in Section 3.19 of Part 2 of this RFP.

Any changes or revisions of the conditions of the Project by the DB Entity through its final design or through the submission and approval of an ATC shall make it necessary for the DB Entity to provide all documentation required for any application for any such environmental approval or any amendment of any such environmental approval. This would include the potential need for a Categorical Exclusion Reevaluation as a result of revisions to the design of the BTC, to be approved by FHWA in compliance with NEPA. Any such changes of Project conditions shall be coordinated through the State, since the State is the official applicant for such approvals. The DB Entity will be responsible for all work required for any need to revisit the environmental reevaluation made necessary as a result of their final design.

The DB Entity is encouraged to develop a close working relationship with the State for the purpose of ensuring that its designs will be acceptable to the State and to regulatory agencies from an environmental perspective. The State takes no responsibility for any time delay or cost associated with related submissions that are refused, rejected, conditioned or modified by the State or any regulatory agency, or for any redesigns that such agencies or the State require from the DB Entity.

4.5. Stormwater Pollution Control Plan

The DB Entity will be responsible for developing a Stormwater Pollution Control Plan that includes the required stormwater treatment measures during construction and post-construction for the DB Entity's construction means and methods as well as the final stormwater design. The DB Entity will be responsible for supplying the State with all the required documentation for obtaining the applicable permits. The State will not allow the DB Entity to revise the Project schedule because of any change to the drainage design or associated permits.

4.6. Subsurface Regulated Materials/ Environmental Compliance

4.6.1. General

Contaminated media (CM) are soil, groundwater, sediment, wastes, and other material encountered during the Project that are regulated by the Rhode Island Department of Environmental Management (RIDEM) or other state, local or federal agency due to the presence of pollutants in the media. The DB Entity is hereby notified that contaminated media, including impacted soil, has been identified in the project area. The DB Entity shall ensure that all work shall comply with applicable and relevant rules and regulations of local, state and federal authorities, and shall protect human health and natural resources.

4.6.2. Limited Environmental Investigations

RIDOT has completed Phase I Environmental Site Assessments (ESAs) for the Gano Street and Waterfront Drive proposed construction/demolition activities. As part of the proposed work, right-

of-way acquisitions including an area of approximately 12,900 +/- square-feet of land at 62-78 Valley Street (Map 1, Lot 01-003) and approximately 20,740 +/- square-feet of land at 160 Valley Street (Map 105, Lot 05-008) may be required. The Project is located in an urban area where residential and commercial development dates back to the 1800s. Contaminated soils have been identified at various locations throughout the Project area. The Washington Bridge is identified as an inactive State Hazardous Waste Site (SHWS) under RIDEM Site Remediation (SR) ID# 28-1386, RIDOT Waterfront Avenue is listed as an inactive SHWS with an AUL under SR-10-1334, and RIDOT Taunton Avenue Bridge 466 is listed as an active SHWS under SR-10-1885, and Route 195 DOT Contract 18 is identified as an active SHWS under SR-28-1858. A Covenant Not To Sue/Environmental Land Use Restriction (ELUR) was implemented on the parcel located at 62-78 Valley Street under RIDEM SR ID # 10-0498 in September 1999. In accordance with these documents, any excavation work shall be approved by the State and managed in accordance with the site-specific Soil Management Plan (SMP), groundwater monitoring wells on this property shall not be disturbed without prior State approval and groundwater shall not be extracted and used for potable purposes.

The DB Entity shall be required to comply with the RIDEM-approved Covenant Not To Sue/ELUR and SMP during construction of the Waterfront Avenue off-ramp.

The DB Entity is responsible for reviewing the SHWS listings associated with the Washington Bridge, RIDOT Rt. 195 Contract 18 Gano Street, RIDOT Waterfront Avenue and RIDOT Taunton Avenue Bridge 466 for additional information as to the presence of contaminated soil and previously prepared remedial action workplans and/or SMPs and the Covenant Not To Sue/ELUR/SMP associated with the 62-78 Valley Street site for all applicable requirements (e.g., dust control, erosion controls, health & safety, stockpile management, preparing and submitting Operating Logs, etc.) and for incorporating all associated scope and costs in said proposal. It should be assumed that a portion of the soils within the Site are contaminated and will be transported off site for disposal, and that a portion of the soils will be suitable for reuse on this, or other, transportation project.

Design-Build Entity's Optional Environmental Investigation

If the DB Entity desires, it may conduct, with the prior approval of RIDOT, additional investigations, surveys, testing and analyses as necessary to develop and implement suitable plans for timely performance of all environmental avoidance, mitigation and protection measures. Site Investigation Work Plans involving CM and locations subject to the Remediation Regulations are required to be submitted to, and approved by, the RIDEM before implementation. In some instances, public notice may be required. Work Plans shall be submitted to RIDOT for review and approval before submission to the RIDEM or other state, local or federal agency. Investigations and Work Plans shall be consistent with all applicable Environmental Laws. Qualified and licensed professionals shall prepare the Work Plan as may be required.

In addition to all regulatory RIDEM Regulatory Requirements, a Work Plan for Optional Investigation shall also contain, at a minimum:

- a. DB Entity's plan and schedule for characterization of all areas of the Site and Project activities where CM may reasonably be expected to be encountered
- b. Sampling and Analysis Plan describing sampling locations and methods; media to be sampled; laboratory analyses, methods and quantification limits
- c. Investigation schedule
- d. Site security measures
- e. Location and layout of work zones, storage areas, and decontamination areas

- f. Management of investigation derived waste (IDW) in accordance with the RIDEM IDW policy
- g. QA/QC Plan procedures

4.6.3.Applicable Rules and Regulations

4.6.4.Management of CM

CM may be subject to the reporting requirements set forth in the RIDEM Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (the "Remediation Regulations" – DEM-DSR 01 93, as amended). In addition to notification, additional investigation and/or remediation in accordance with the Remediation Regulations may be required to comply with the Remediation Regulations and/or to properly identify, manage, recycle and/or dispose of the various CM. With respect to construction dewatering, the discharge of pollutants to Waters of the State of RI is prohibited unless in accordance with the terms and conditions of a RIPDES permit issued in compliance with the Construction General Permit. Therefore, if contaminated dewatering activities are required, a RIPDES Remediation General Permit (RGP) will be applicable, and certain application, compliance, and reporting requirements will apply. Management of CM

All CM encountered during the Project shall be managed in accordance with applicable Environmental Laws, Environmental Approvals, the Contract Documents, RIDEM Rules and Guidance, the CM Management Plan and other plans prepared under this Section.

The DB Entity shall prepare a Contaminated Media Management Plan (CMMP) that provides RIDOT with a uniform, cost-effective, time-sensitive and environmentally sound methodology for the management of CM. The CMMP shall be sufficient in scope to support Project design and construction requirements. The CMMP shall be consistent with the RIDEM Remediation Regulations and all other applicable laws, rules and guidance. Qualified and licensed professionals shall prepare the CMMP as applicable.

In addition to the requirements of the Remediation Regulations and any other state, federal or local laws and regulations and guidance, the CMMP shall also incorporate the following goals and objectives:

- a. Minimize the generation of CM requiring off-site management. Maximize the reuse of excavated soils within the limit of work if allowed by RIDEM.
- b. Establish a cost-effective waste management hierarchy for the beneficial reuse, recycling, or treatment of contaminated media requiring off-site management.
- c. Establish cost-effective environmental compliance with all environmental laws, including RIDEM's Remediation Regulations, with the goal being receipt of a Letter of Compliance (LOC) from the RIDEM under the Remediation Regulations, or other applicable closure documentation from other state, local or federal environmental regulations;
- d. Provide effective control of additional costs required for CM characterization
(e) The DB Entity shall have CM analyzed by a qualified test facility, as required. The cost of preparing and implementing the CMMP is included in the Price.

4.6.5.Schedule for Submittal of Work Plan and CMMP

Within ten (10) days after Award, DB Entity shall submit a schedule that sets forth the time frames for completion of the CMMP, and any Work Plan for Optional Environmental Investigation.

4.6.6. Discovery and Management of Unexpected Contaminated Media

Upon discovery of unexpected contaminated or potentially contaminated media, the DB Entity shall immediately stop work and notify RIDOT so proper assessment and response actions in accordance with state, federal and local law can be completed. The DB Entity shall undertake all actions required by state, local and federal environmental laws and regulations, and in coordination with RIDOT, to properly manage, remove and recycle or dispose of CM, and to achieve the objective of regulatory site closure. All Response Actions shall be implemented under the direction of qualified and licensed professionals engaged by the DB Entity.

During construction of the Project, the DB Entity shall undertake all reasonable steps consistent with the CMMP and applicable environmental laws and regulations, including design modifications and/or revisions to construction techniques, to avoid excavation or dewatering in areas with CM. The DB Entity shall afford RIDOT the opportunity to inspect sites containing CM before any action is taken that would inhibit RIDOT's ability to ascertain the nature and extent of the CM.

4.6.7. Qualifications and Protection of Personnel Responsible for Handling CM

The DB Entity shall have a qualified environmental professional (licensed as applicable) available to the Project at all times who is responsible for the proper management, transportation and disposal, reuse or recycling of CM. No environmental investigation shall be conducted outside the limit of work without specific written authorization of RIDOT, and RIDEM, as applicable.

All DB Entity personnel handling hazardous and harmful materials shall be trained, experienced, certified and enrolled in a medical surveillance program typically required for workers handling CM including, but not limited to, OSHA HAZWOPER and OSHA corresponding industry standards. The DB Entity shall ensure that all certifications, licenses, authorizations and approvals are current and valid through the duration of this Contract. The DB Entity shall make all workers on-Site aware of the potential CM to which they may be exposed, shall limit exposure to CM, and provide all necessary equipment to protect workers from exposure. The DB Entity shall maintain records of all incidents and notify RIDOT and appropriate state authorities in a timely manner.

4.6.8. Compensation for CM Management, Transportation and Disposal

Compensation for CM Management, Transportation, and Disposal shall not be allowed unless the DB Entity demonstrates to RIDOT's satisfaction that the costs incurred in management of CM were (a) consistent with the goals and objectives of the CMMP and any state, federal or local environmental approvals, laws or regulations; (b) could not have been avoided by reasonable design modifications or construction techniques; and (c) managed utilizing the most cost-effective approach allowed by regulation as applicable to the CM being managed. Upon such demonstration, the DB Entity shall be entitled to compensation in accordance with the RIDOT Standard Specifications for Extra Work and Differing Site Conditions.

Notwithstanding any other provision of this Contract to the contrary, no compensation for CM Management shall be allowed for costs that arise out of or are related to management of materials containing CM at concentrations below those requiring reporting or special handling/disposal under environmental laws and regulations; any such cost shall be included within the Price.

4.6.9. CM Spills or Other Releases Caused by Contractor

Any releases or spills of CM including reporting, assessment, containment and remediation expenses that result from (a) release(s) attributable to the negligence, willful misconduct, or breach of contract of the Contractor or of any of its officers, agents, employees, subcontractors, and visitors; or (b) release(s) elsewhere by the Contractor or any of its officers, employees, agents, or

subcontractors regardless of the cause of the release of CM, shall not be included in the Price and shall not be recoverable.

4.6.10. Environmental Approvals Relating to CM Management

It is the responsibility of the Contractor to obtain all Environmental Approvals relating to CM management, transportation and disposal including federal and state surface water and groundwater treatment and discharge permits and permits for recycling or reuse. The Contractor shall provide RIDOT with complete documentation, plans, applications and other filings required by state, federal or local Environmental Agencies necessary to support any application for approval (including, but not limited to plans, details and supporting documentation). Contractor shall be solely responsible for compliance with such Environmental Approvals and applicable Environmental Laws, including those governing the preparation of waste profiles, waste manifests and bills of lading as described in Section 3.20.9. RIDOT assumes no responsibility for time, costs, or fees associated with regulatory agency review and approval. RIDOT will be considered the generator of CM from the Project except as specified in the following sentence. The Contractor shall be considered the generator of any CM requiring off-Site disposal which results from (a) release(s) attributable to the negligence, willful misconduct, or breach of contract of Contractor or any of its officers, employees, agents, subcontractors, or visitors; or (b) release(s) elsewhere by Contractor regardless of the cause of the Release.

4.6.11. Materials Brought to the Site by Contractor

The Contractor shall be solely responsible for (a) compliance with all Laws applicable to all materials (hazardous and non-hazardous) brought onto the Site by it or any of its agents, officers, employees, visitors, and subcontractors; (b) use, containment, storage, management, transport and disposal of all CM in accordance with this Contract and all applicable Environmental Laws and Environmental Approvals; and (c) payment of all penalties, expenses, costs, damages (including to natural resources, property or persons), and liability arising out of or related to such CM

4.7. Health and Safety Plan

The Project Management Plan shall include a Site-Specific Health and Safety Plan (SS-HASP), prepared in accordance with FTA, RIDOT and Industry Standards. The DB Entity shall be solely responsible for implementing and maintaining the SS-HASP and ensuring that the personnel are fully trained and supervised in accordance with applicable state and federal rules and regulations, and with respect to the SS-HASP. DB Entity shall take all reasonable precautions and be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to (a) all employees of DB Entity and its Subcontractors performing the Work and other persons who are on Site or would reasonably be expected to be affected by the Work; (b) the Work and materials and equipment to be incorporated therein; and (c) all other property on, adjacent to, or near the Site.

4.8. Environmental Mitigation

Environmental Mitigation may be required depending on the final design prepared by the Design-Build (DB) Entity. If alterations are proposed to freshwater wetlands, flowing bodies of water or other regulated area, mitigation may need to be provided by the DB Entity as required by CRMC/DEM Rules and Regulations. The cost of providing all mitigation required shall be included in the Design-Build Lump Sum price.

Section 5. Utilities

5.1. General Statement

There are many existing utilities running through the project, including water, sewer, electric, gas, communications, and others. The BTC documents and all other documentation reflect the early coordination process undergone by the State. The BTC describes known utilities identified within the project limits and are based upon limited investigations and are not guaranteed. The DB Entity bears full responsibility for ascertaining the existence and exact location and size of all Utilities within the Project Limits.

The State will administer all utility agreements and contracts with Utility Owners/Agencies utilizing the States internal utilities section and will execute all contracts as per the Rhode Island State Statutes, Chapter 24-8.1 Relocations of Utility Services and in accordance with Federal Regulations 23 CFR § 635 and 23 CFR § 645. All utility work required by the utility companies to be performed by the DB Entity is to be included in the DB Entities cost proposal. The work performed by the DB Entity, as included in the cost proposal, shall be clearly noted in a Utility Matrix that shows the division of work between work by the utility and the DB Entity's responsibility. Work performed by the utility company will be reimbursed to the utility company by RIDOT through separate agreements. The State will pay all utilities directly. The State will be responsible for checking and verifying material quantity and labor hours submitted by the Utility Companies for reimbursement.

5.2. DB Entity Responsibilities

The DB Entity shall coordinate with the State regarding any Project activities that may affect the services or facilities of a private, state or municipal utility entity. The DB Entity will be responsible for coordinating with the State and utility owners to arrange for required utility relocations on the Project.

The DB Entity shall meet with the State and all owners of affected utilities within thirty (30) days from the award date for the purpose of briefing such utilities on proposed construction schedules, detours, etc.

Permits may be required to work in the vicinity of existing utilities. It will be the responsibility of the DB Entity to obtain any such permits sufficiently in advance of the work's commencement. Any costs related to acquisition of utility permits will be borne by the DB Entity.

The DB Entity shall provide a minimum of sixty (60) days' notice to the State for notice to any utility owner whose infrastructure will require relocations. If utility assets are damaged by the DB Entity, it shall notify the affected Utility Owners and the State, and assume any costs related to the repair, or liabilities associated/ resulted from the damage.

The DB Entity shall not be held liable for mismarked utilities resulting in damage.

The DB Entity shall ensure any utility work complies with the latest "Buy America" provisions.

5.3. Ascertaining the Location of Utilities

The utilities shown on the BTC survey are based on limited investigations and are not guaranteed to be accurate or comprehensive. The DB Entity bears full responsibility for ascertaining the existence and exact location and size of all utilities on the Site.

5.3.1. Existing Utilities Known to the State

The BTC documents and all other documentation reflect the early coordination process engaged in by the State. The DB Entity will be responsible for confirming all existing conditions in the field prior to commencing work.

The following is a list of utility owners with facilities on the Site and those that are likely to be affected by the construction, as determined during the preliminary investigations by the State. Additional utilities may be affected by certain Project activities depending on the final design and the construction methods chosen by the DB Entity.

EXHIBIT A: UTILITY AND AGENCY CONTACT LIST

ORGANIZATION	CONTACT	CONTACT INFORMATION	MAILING ADDRESS
Providence Water Supply Board	Seth O'Connor Engineer	Phone:401-521-6300 Ext. 7222 Email: setho@provwater.com	125 Dupont Drive Providence, RI 02907
National Grid Gas	Kelly Chadwick	Email: Kelly.chadwick@nationalgrid.com	Reservoir Woods 40 Sylvan Road 3rd Floor, West Wing Waltham, MA 02451-1120
National Grid Electric		Email: Maps&Records-NE@us.ngrid.com	
Siena Engineering Group, Inc. (AT&T)	Hayleigh Walker-Kurland Project Coordinator	Office: (781)221-8400 x7023 Email: Hayleigh.Walker@sienaengineeringgroup.com	50 Mall Road, Suite 203 Burlington, MA 01803
Verizon		Email: mari-ugrecordrequest@verizon.com	85 High Street Pawtucket, RI 02860
CoxCom, LLC	David Velilla Right of Way Agent II	Office: 401-615-1284 Fax: 401-615-1421 Email: Dave.velilla@cox.com	9 J.P. Murphy Highway West Warwick, R.I. 02893
Providence DPW	William Bombard, P.E. Chief Engineer, Engineering Division	Office: (401) 680-7500 Email: WBombard@providenceri.gov	700 Allens Avenue Providence, RI 02905
Providence Fire Department	Chris Moura, Underground Foreman	Cell: 401-996-4022 Email: Cmoura@providenceri.gov	1 Communications Place Providence, RI 02903
Crown Castle Fiber	Nick Belinsky, Utility Coordinator Fiber Records	Phone: 724-416-2449 Email: Nicholas.Belinsky@crowncastle.com	1500 Corporate Drive, Canonsburg, PA 15317
Century Link	Renoy Thomas	Email: Renoy.thomas@centurylink.com	Tulsa, OK 74103
East Providence GIS Department	Karen Lanoue,	Office: 401-435-7703 x 11132 Email: KLANoue@cityofeastprov.com	

ORGANIZATION	CONTACT	CONTACT INFORMATION	MAILING ADDRESS
Zayo Group	Neil Bresnahan OSP Project Manager	Office: 781-760-3034 Email: Neil.bresnahan@zayo.com	4 Powder House Road Medfield, MA 02052
Enbridge/Algonquin GAS	Kathy M. Aruda, Advisor Lands & ROW	Office: 508-938-7728 Email: Kathleen.aruda@enbridge.com	8 Wilson Way, Westwood, MA 02090
Kinder- Morgan/Tenneco Gas	David R. Wood Project Manager – Ops	Cell: 413-530-7117 Office: 860-763-6005 Email: David.Wood@kindermorgan.com	8 Annigina Drive Enfield, CT 06082
Narraganset Bay Commission (NBC)	Michael Caruolo, P.E., Interceptor Maintenance Manager	Email: mcaruolo@narrabay.com Office: 401-461-8848 x357 Cell: 401-479-7808	One Service Road Providence, RI 02905

5.3.1.1. Department of Transportation Electrical

The State maintains electrical services on the Site that feed power to the bridge, roadway lights, VMS and traffic signal controllers. The electrical requirements for this Project generally include maintaining the existing electrical systems and the installment of additional new electrical power systems for newly installed lighting equipment.

The DB Entity will be responsible for the design, detailing and construction of such facilities.

5.3.1.2. Electric Distribution

The DB Entity will coordinate the BTC design with these facilities. National Grid – Electric maintains several electrical services within the project limits which feed power to roadway lights and traffic signal controllers.

Throughout the life of the Project, the DB Entity shall be responsible for maintaining power and for any relocation of the electric feeds related to the construction of the Project. The DB Entity shall perform its own investigation of the utilities to be relocated and maintained. The DB Entity shall notify National Grid – Electric in advance of any intended relocation of services or related electrical facilities.

All services shall meet NEC, NESC, and National Grid – Electric guidelines and practices.

5.3.1.3. Water

The DB Entity shall coordinate with Providence Water Supply Board to identify constraints with respect to the temporary decommissioning of water lines to facilitate construction, if required.

5.3.1.4. Cable TV

Cable television services within the project limits are primarily provided by COX. There are facilities located within the project limits that may require relocation and/or support to maintain.

5.3.1.5. Telephone

Telephone services are primarily provided by Verizon. There are facilities located within the project limits that may require relocation and/or support to maintain.

5.3.1.6. **Gas**

Gas services within the project limits are primarily provided by National Grid Gas. There are facilities located within the project limits that may require relocation and/or support to maintain.

5.3.1.7. **Sewer**

The Narragansett Bay Commission (NBC) has underground combined sewer overflow (CSO) and drainage facilities within the project limits. The DB Entity shall coordinate with NBC on any modifications impacting the CSO and/or drainage. It is anticipated that approximately 400 linear feet of existing brick CSO and/or drainage facilities, owned by NBC will require lining as part of this Project. The cost of this work shall be included in the DB Entity's total Lump Sum price for the Project.

5.4. **Special Requirements for Commencement of Work near Utilities**

The DB Entity shall give special attention to the placement of cranes and to the paths of delivery vehicles and equipment within the project limits.

The DB Entity shall provide the Utility companies with a detailed description and plans for the proposed crane placement, including any placements that may be shown as part of the BTC, and the proposed path of delivery vehicles and construction activities within the Project limits for review and comment. The DB Entity shall demonstrate to the State that all utility company concerns, and comments have been addressed prior to the commencement of construction activities involving heavy equipment or delivery vehicles within the Project limits.

The DB Entity shall comply with the "Dig Safe" requirements.

5.5. **Meetings and Cooperation with Utility Owners**

The DB Entity shall coordinate and hold meetings with the affected Utility Owners that are necessary in order to accomplish the Work (including obtaining information, coordination of scheduling, design review, inspections, approvals and acceptances). The DB Entity shall notify the State of all utility coordination meetings and shall not conduct a meeting without a State representative present. The DB Entity shall copy the State in all correspondence with the Utility Owners related to the progress of the project.

The DB Entity shall immediately notify the State if the DB Entity becomes aware that the Utility Owner(s) is not cooperating in providing needed work or approvals. The State agrees to use its reasonable efforts to assist the DB Entity in obtaining the cooperation of the Utility Owner(s), but such assistance shall not be deemed to relieve the DB Entity of its sole and primary responsibility for the satisfactory compliance of its obligations set forth in the contract documents. The DB Entity shall incorporate all utility phases of construction into the overall work schedule. No additional time or compensation will be provided resulting from delays due to utility coordination and staging.

The DB Entity shall be responsible for all work associated with progressing work, maintaining schedule, and resolving conflicts for the temporary and/or permanent relocations of the impacted utilities.

The DB Entity shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the DB Entity's proposal. The DB Entity shall notify the State in writing of any change in the identity of the Utility Coordination Manager. The Utility Coordination Manager shall have the following knowledge, skills, and abilities:

- a. Knowledge of the State plans production process and utility coordination practices,
- b. Knowledge of State agreements, standards, policies, and procedures.

If the DB Entity anticipates that any utility work will need to start prior to the first schedule submission required by scheduling provision included in the Contract, the DB Entity shall present that information at the pre-construction conference in the form of an Initial Schedule detailing when each early utility activity is required to start, or at the time of the initial schedule submission as required by the Contract documents, whichever is earlier.

The DB Entity's Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

- a. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
- b. Identifying all existing utilities and coordinating any new installations.
- c. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the DB Entity's plans.
- d. Scheduling and attending utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- e. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
- f. Identifying and coordinating the execution and performance under any agreement that is required for any utility work needed in with the Design-Build Project.
- g. Resolving utility conflicts.
- h. Obtaining and maintaining all appropriate "*Dig Safe*" tickets.
- i. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
- j. Providing periodic Project updates to the State Project Manager and Utility Office as requested.
- k. Coordination with the State on any issues that arise concerning reimbursement of utility work costs.

The DB Entity shall be responsible for all work associated with or necessitated by the need to continue expeditious Project completion despite the presence of or conflicts with utilities on the Site.

5.6. Avoiding Relocations

The location of utilities and the potential effects on the Project of utility relocations shall be considered by the DB Entity, with the following goals:

- a. Avoiding relocations
- b. Protecting the utility in place to the extent practicable, if a relocation is not reasonably avoidable
- c. Minimizing potential costs and delays related to relocations.

5.7. Scheduling and Cost Risks

The DB Entity shall be solely responsible to communicate to affected utilities and to the State any changes or alterations that the DB Entity proposes to make regarding utility relocations contemplated in or necessitated by the BTC. In addition, the DB Entity shall also be responsible to communicate to those parties any changes or alterations that it proposes to make regarding the proposed construction staging, insofar as they might affect the timing of utility relocations.

In the event of any changes to the staging or scope of utility relocation work contemplated in or necessitated by the BTC, it shall be the DB Entity's responsibility to mitigate any negative effects that

those changes might have on the Project progress or schedule; and the State will not grant additional payment or Contract time to the DB Entity in connection with those changes. This includes effects on the meeting of Project milestones with related incentives or liquidated damages.

5.8. Utility Work Prior to Schedule Submission

If the DB Entity anticipates that utility work will need to start before the first submission of a schedule required by the Contract, the DB Entity shall inform the State of the relevant facts, providing an Initial Schedule detailing when each early utility activity is required to start either (1) at the pre-construction conference, or (2) at the time of the initial schedule submission required by the Contract, whichever is earlier.

Section 6. Right-of-Way

6.1. General Statement

There have been no right-of-way acquisitions included in the BTC or acquired by the State to date. The State anticipates easements and/or acquisitions are required to construct the Project including the Waterfront Drive Off-Ramp and to modify the interchange at Gano Street and the Gano on and off ramps to and from I-195 westbound. In addition, easements and/or acquisitions for construction access or temporary work zones may be required. The DB Entity shall evaluate and verify the right-of-way limits shown on the survey and on the BTC plans are adequate for completion of the Project prior to submitting its proposal. Any proposed acquisition of property, easements, or acquisitions for construction (permanent or temporary) within the project limits shall be performed in accordance with the UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION FOR FEDERAL AND FEDERALLY ASSISTED PROGRAMS, 49CRF, PART 24.

Should additional permanent property acquisitions or temporary property rights be deemed necessary by the DB Entity and the State for the construction of the work at the site, the State will engage its staff to acquire the pertinent property acquisitions or rights with support from the DB Entity as required. The DB Entity agrees to the condition, through its submittal of the Proposal that the State cannot guarantee a timeframe for the acquisitions or rights and shall not be liable for time impacts or increased costs to the project related to additional acquisitions or rights. The DB Entity also agrees, through submission of the Proposal, any additional costs for the preparation of right-of-way documents necessary to effectuate the acquisition of additional right-of-way or property rights shall be the responsibility of the DB Entity at no cost to the State.

The DB entity shall not trespass on any private property where there is no permanent or temporary easements obtained by the State. Should the DB Entity acquire any additional property rights (such as lease or license) for its convenience during construction, including but not limited to for storage and/or staging areas on or off the site, it shall provide the State with copies of said agreements prior to impacting or occupying property. These agreements will be subject to review and approval by the State. The DB Entity shall ensure that all the conditions included in these agreements are met prior to the final acceptance of the Work. As required by the Contract and the RFP, the DB Entity shall defend and indemnify the State for any trespass and/or damage claims brought by any third parties related to the DB Entity's actions on or against private property.

Section 7. Project Schedule Requirements

7.1. General Statement

The Design-Build (DB) Entity shall be required to implement and maintain an integrated schedule management and controls program from the submission of the Proposal through Construction Completion. A Critical Path Management (CPM) Schedule shall be developed and maintained and be the DB Entity's primary tool to organize and communicate their plan for the timely completion of the Project. General Requirements

7.1.1. General Requirements

The DB Entity shall ensure that all schedule submissions comply fully with the requirements specified herein; are both timely and accurate throughout the life of the Project; and reflect the requirements of all Permits, the RFP, Proposals, and Final Designs. The Schedule will be used by RIDOT and the DB Entity for the following, as well as those stated in these Specifications:

- a. To reflect the DB Entity's plan to execute the Project and meet the Milestones and Completion Dates.
- b. To identify the Critical Path and its specific activities.
- c. To identify any changes in the design development or proposed work that differs from the Specifications, Proposal, etc. (i.e., additional early releases, alternate phasing, or Value Engineering Proposals).
- d. To document the actual progress of work contemporaneously during the Project and evaluate the time impact of changes in the work.
- e. Allow the Project Team the opportunity to seek ways to minimize delays and communicate most current Design, Submittals, and Construction priorities.
- f. Allow RIDOT the opportunity to mitigate the impact of unforeseen events.
- g. To enable RIDOT to track and prioritize the review of Design Submissions, Permits, Shop Drawing, RFIs, etc.
- h. To evaluate resource requirements of the DB Entity, State, and Consultants.
- i. To coordinate the work of third parties including Utilities etc. into the sequencing of the Contractor's work where necessary.
- j. The primary decision-making tool of the Project Team.

RIDOT may withhold partial or full progress payments if schedule submissions are overdue or not accepted.

Float is not for the exclusive use or benefit of either RIDOT or the Contractor. It is an expiring resource available to all parties, acting in good faith, as needed to meet any Contract Milestone(s).

7.1.2. Required Submission

RIDOT requires the DB Entity to submit the following schedule submissions by the dates listed below: Schedule Meetings/Submission	Due Date
Proposal Schedule	With Proposal
Resume of Dedicated Project Scheduler	*3 Calendar Days
Schedule Kick-Off Meeting	*7 Calendar Days
Preliminary Schedule (PS)	*14 Calendar Days

RIDOT requires the DB Entity to submit the following schedule submissions by the dates listed below: Schedule Meetings/Submission	Due Date
Schedule Planning Session	*21 Calendar Days
Initial Baseline Schedule (IBS)	*30 Calendar Days
Finalized Baseline Schedule (FBS)	*60 Calendar Days
Schedule Updates	1 st due 30 CD after NTP, then Monthly until Completion
Short term schedules (3-week look-ahead)	Every Friday from NTP to Construction Completion
Recovery Schedules	As Required by the Specification
Time Entitlement Analyses	As Required by the Specification

*CD-Calendar days after RIDOT's issuance of "Apparent Best Value Determination" Letter

The DB Entity shall use Oracle, Primavera P6 Version 8.0 or most recent for all CPM schedules.

7.1.2.1. Proposal Project Schedule

The Proposal Schedule shall be submitted as part of the Proposal, as defined in Part 1. The Schedule shall be developed in accordance with the technical requirements of this Specification. The Schedule shall include contiguous logic between construction activities, submittals, procurement, Permits, and Design activities. At a minimum, the following shall be included:

Milestones:

- a. Award
 - b. NTP
 - c. Early Releases (both design and shop drawings/submittals)
 - d. Design Completion Date
 - e. Construction Milestones (including interim or tracking)
 - f. Final Design and Approval
 - g. Substantial Completion (either the RFP Date or earlier date if proposed)
 - h. Final Acceptance of Work (either the RFP Date or earlier date if proposed)
- Design and Shop Drawing Submissions
- a. All stages, components and submissions for the design (including reviews)
 - b. All Early Release Designs and shop drawings
 - c. All RIDOT and Third-Party reviews
 - d. All critical or long lead submittals, reviews, and procurement/deliveries

Construction:

Construction shall be detailed for all work planned within the first two (2) years after NTP. These activities shall have durations no greater than fourteen (14) calendar days, with the exception of curing activities. Work after this can be reflected using summary activities, with durations no greater than thirty (30) calendar days. Activities shall include, at a minimum:

- a. Start-Up activities, including mobilization, Dig safe, installation of erosion controls, etc.
- b. Construction of any temporary structures or roads
- c. Construction/Reconstruction of all ramps and/or intersections
- d. Construction/Reconstruction of all structures
- e. Major Traffic Shifts
- f. All Third-Party Utility works
- g. Punchlist and Inspections

7.1.2.2. Project Scheduler

The DB shall retain a scheduler(s) dedicated to the Project, with a minimum of five (5) years of experience on projects similar in size and scope. The scheduler shall be responsible for developing, updating, and maintaining the Schedule. The DB Entity shall submit the resume of the proposed scheduler(s) to RIDOT for acceptance within 3 days of RIDOT issuing the "Apparent Best Value Determination" Letter. Determination of the scheduler(s) acceptability is made at the discretion of RIDOT. The scheduler shall be present at all required meetings, including but not limited to the Schedule Planning Session, Baseline Development Meetings, Schedule Update Meetings, and any other meetings which may affect the Project's Schedule.

7.1.2.3. Schedule Kick-Off Meeting

Within seven (7) calendar days after RIDOT's issuance of the "Apparent Best Value Determination" Letter, the DB Entity shall hold a Schedule Kick-Off Meeting. The meeting shall be held with the DB Entity's Team, including the Scheduler, and RIDOT. The meeting will be held to review the schedule requirements, the DB's Proposal Schedule, and technical scheduling requirements including coding structures, calendars, and resource loading. The intent of the meeting is to address questions regarding the scheduling requirements and promote communications amongst the team in advance of the Preliminary Schedule submission. The DB Entity will be responsible for generating and distributing the meeting minutes for the meeting.

7.1.2.4. Preliminary Schedule

Within fourteen (14) calendar days after RIDOT's issuance of the "Apparent Best Value Determination" Letter, the DB Entity shall submit the Preliminary Schedule (PS) for RIDOT's review. The PS shall include all the requirements of the Proposal Schedule, including detailing all proposed permitting, design, critical shop drawings / submittals / procurements, third party utility, and early construction (construction work planned within the first two (2) years of NTP). The balance of the construction operations (including final inspections, punch list, etc.) shall be detailed with summary activities with durations no greater than thirty (30) calendar days. These activities should identify and separate work per road, per structure, and per phase.

A Narrative shall be submitted outlining the proposed sequence of work, changes from the previously submitted Proposal Schedule, and the following:

- a. Identification of the Data Date and Schedule file name.
- b. A description of the planned flow of work, identifying all changes from the proposal schedule and key or driving activities/resources for the first two (2) years of construction.
- c. Identification of any alternates or substitutions.
- d. Contingency Plans - for potential problems that may arise during construction that will affect the overall progress of the Schedule. The Plans will include, but not be limited to the following:
 1. Permit or design impacts

2. Normal adverse weather
 3. Severe weather forecast that may impact operations
 4. Equipment breakdowns or malfunctions
 5. Incident within Project limits, both in waterway and/or roadway
 6. Incident involving delivery or removal of material
 7. Temporary traffic control equipment breakdown or staff non-responsiveness
 8. Emergency repairs to the existing structure
 9. Response to natural disaster
 10. Key staffing replacement plan due to injury or illness
 11. Incident management staging, equipment and response plan for incidents within the Project limits, including MPT crossovers areas.
- e. Response to all the Owner's comments. The identification and explanation of all changes made to the Schedule submission (from the previously submitted Schedule including the Proposal Schedule).

To the extent practicable, in developing the Proposal Schedule, the DB Entity shall provide adequate preparation periods for Project activities and review processes in the schedule that will occur prior to the time RIDOT allows the DB Entity to begin physical Project construction.

Within seven (7) calendar days of submitting the Preliminary Schedule, but no later than twenty-one (21) calendar days after RIDOT's issuance of the "Apparent Best Value Determination" Letter, the DB Entity shall host a Schedule Planning Session with RIDOT. At the meeting, the DB Entity will present their Preliminary Schedule including their planned approach to the Project, work to be performed by the DB Entity, subcontractors, third parties, and RIDOT. Additionally, the following will be presented:

- a. The planned design approach, anticipated early releases, and timeline for Permitting, and interdependencies with start of construction
- b. The planned construction staging
- c. Planned crew sizes
- d. Summary of equipment types, sizes, and numbers to be used for each work activity
- e. Estimated durations of major work activities
- f. The anticipated critical path of the Project and a summary of the activities on that critical path
- g. A summary of the most difficult schedule challenges anticipated by the DB Entity, and how they plan to manage and control those challenges
- h. Project specific calendar assignments utilized and planned to be utilized, as well as their defined workdays/hours.
- i. A summary of the anticipated quarterly cash flow over the life of the Project.

This will be an interactive session, and the DB Entity shall answer all questions that RIDOT and their Consultants may have, including comments on the Preliminary Schedule. The DB Entity shall provide a written summary of the information presented and discussed during the session to RIDOT. Following the Schedule Planning Session, the DB Entity and RIDOT shall meet weekly until the Finalized Baseline has been Accepted. The DB Entity will be responsible for generating and distributing meeting minutes for the Schedule Planning Session and weekly schedule meetings.

7.1.2.5. Initial Baseline Schedule

The Initial Baseline Schedule (IBS) is due no later than nine (9) calendar days after the Schedule Planning Session and no later than thirty (30) calendar days after RIDOT's issuance of the "Apparent Best Value Determination" Letter. The IBS shall include all the requirements of the Preliminary Schedule and include corrections and written responses to all questions and concerns identified from the Schedule Planning Session, and review of the Preliminary Schedule. Upon Acceptance (including Accepted as Noted) of the IBS, the DB Entity shall proceed with bid item and resource loading the Schedule, to be submitted as a Finalized Baseline.

7.1.2.6. Finalized Baseline Schedule

The Finalized Baseline Schedule (FBS) is due no later than sixty (60) calendar days after RIDOT's issuance of the "Apparent Best Value Determination" Letter. The Schedule shall address any open comments from the Accepted, or Accepted as Noted, IBS and shall:

- a. Bid item load the Schedule: the DB shall allocate the quantity and anticipated dollars to all activities corresponding to the Schedule of Values submitted to RIDOT. The management of this process and monthly reporting shall be outlined in the DB Entity's Management Plan; however, the result of this effort shall be accurate portrayal of the Owner's cash flow requirements for the Project, as well as substantiation of progress payments (with the Schedule Updates).
- b. Resource load the Schedule: the DB Entity shall assign the anticipated labor and equipment to all activities as required. These assignments shall be defined by the DB Entity so monthly reports may be generated and comparisons to actuals provided by the DB Entity. The management of this process and monthly reporting shall be outlined in the DB Entity's Management Plan.

The Baseline Narrative shall include:

- a. All information from the Preliminary and Baseline Schedule's Narrative, updated if required.
- b. A description of the planned flow of work identifying all key or driving resources.
- c. Response to all Owner's comments and the identification and explanation of all changes made to the Schedule submission.
- d. A summary of planned labor utilization for the Project through Construction Completion. This shall identify the average and maximum number of workers by craft designation on site each month based on the resource loaded Baseline Schedule and the shifts to be worked. Identify actual and potential labor resource limitations.
- e. A summary of planned equipment utilization for the Project through Construction Completion identifying each type of operated equipment to be used in the work, the planned quantity of each type of operated equipment utilized each month, and the criteria for mobilizing and demobilizing each piece of equipment to and from the site. Identify actual and potential labor resource limitations.
- f. Key constraints and potential problems affecting the Contractor's work shall be identified: construction interfaces with existing plant operations, third parties at the Project site, temporary contractor plants, facilities or fixed equipment planned for use whether within the contract ROW, contract easement, or off-site. Include length of time the plant is to be used, any planned moves, and any potential conflicts that could arise if the plan is not followed.

7.1.2.7. Schedule Updates

Monthly Schedule Update Meetings shall be attended, and Schedule Updates submitted by the DB Entity.

The DB Entity shall attend each meeting with a Draft Schedule Update. Schedule printouts shall include (1) activity progress over the past month and remaining and (2) Critical Path (Float Path 1). The Schedule and Narrative shall be updated with the latest Project status, and copies of both are to be distributed to all meeting attendees. At the meeting, the DB Entity shall be prepared to review all progress, anticipated work planned, impacts or changes to the previous work planned, status/changes to the critical path, and current or anticipated issues. Upon the completion of the meeting, the DB Entity has three (3) days to finalize the Schedule Update and Narrative and formally submit to RIDOT for review and acceptance.

The first Schedule Update Meeting shall be held within thirty (30) calendar days of NTP. The DB Entity will be responsible for generating and distributing meeting minutes for all Schedule Update and Schedule related meetings.

The first Schedule Update (with Narrative and reports) shall be submitted within thirty-three (33) calendar days of NTP. In the absence of an Accepted or Accepted as Noted IBS or FBS, the DB Entity's Proposal Schedule shall be used to generate the Schedule Updates. Once Accepted, or Accepted as Noted, the FBS shall be used to generate the Schedule Updates.

The Schedule Updates generated from the Proposal Schedule are considered the Schedules of Record for the Project. Impacts to the Project Schedule based on incorporating changes from the Accepted FBS will be the responsibility of the DB Entity. Furthermore, as the design develops and no later than one (1) year after NTP, all summary level activities (developed in the FBS to represent remaining construction work planned after the first two (2) years) shall be broken down into detailed activities with durations no greater than fourteen (14) calendar days, with the exception of curing activities. These changes shall be incorporated in the Schedule Updates and described in the respective narratives. Impacts to the Project Schedule based on breakdown of the summary activities will be responsibility of the DB Entity

The DB Entity shall uniquely identify each Schedule Update submittal. Resubmissions shall use the same progress/update number, followed by the suffix, Rev. X, and shall fully address and comply with RIDOT's review comments.

Schedule Update submittals, including resubmissions and revisions, shall include one (1) complete electronic file copy of the Schedule Update in an electronic format acceptable to RIDOT.

Each Schedule Update shall reflect progress for activities to the Data Date and shall forecast the finish dates for in-progress and remaining activities. Updated progress shall be limited to as-built staging and as-built dates for completed and in-progress activities. As-built data shall include actual start dates, actual and remaining durations, and actual finish dates for each activity. As noted previously the breakdown of summary level activities shall be identified in the narrative. All other changes to activity descriptions, original durations, or staging shall be discussed with RIDOT prior to incorporating into the Schedule Updates.

A Schedule Update Narrative shall consist of the following:

- a. Identification of the Update Period, the Data Date, and the Schedule file name.
- b. Narrative of work accomplished in the past update period and work planned for the next update period. Identify what planned work was not accomplished and why.

- c. Narrative of the current critical path (float path 1) to each Contractual Milestone and Completion Date.
- d. Identification of any alternates or substitutions.
- e. Response to all Owner's comments, and the identification and explanation of all changes made to the Schedule Update submission.
- f. Identification of any elective changes and justification for the change. Please note: An elective change is defined as a revision to logic or duration(s) by the Contractor to effectively use labor and resources which have no adverse effect on the Owner or Contract. RIDOT may use this as a request to a change in the Schedule. Mutual agreement on the change shall be attained to implement either request. The Narrative shall contain the following information regarding an elective change:
 - a. Identification of the activities changed.
 - b. A description of the scope of the elective change and identification of the advantages and disadvantages of implementing the change.
 - c. Identification of all driving resources, if any.
 - d. Identification of key constraints influencing the Contractor's approach to the work.
 - g. Identification of activities with critical or near critical float (within ten (10) working days of the critical path) that were planned to occur during the Update Period but did not occur or occurred later than the scheduled late start or late finish date, and an explanation of these delays.
 - h. Identification of delays to activities taking place off the Project site, e.g., submittal preparation, fabrication, and delivery activities.
 - i. A listing of all activities which have surpassed their planned duration by more than twenty (20) percent, and any justification for maintaining original planned durations for future activities of like work.
 - j. A summary of any changed plans for labor utilization for the Project, identifying the average and maximum number of workers on site each month. Identification of actual and potential labor resource limitations. A summary of the actual labor utilization used over the past month.
 - k. A summary of any changed plans for equipment utilization for the Project, identifying each type of operated equipment to be used on the work, the planned quantity of each type of operated equipment utilized each month, and all changes to the criteria for mobilizing and demobilizing each piece of equipment to and from the site. Identification of actual and potential equipment resource problems. A summary of the actual equipment utilized over the past month.

7.1.2.8. Short-Term Construction Schedule

The DB Entity shall provide a Short-Term Construction Schedule that details the daily work activities, including any multiple shift work that the DB Entity intends to conduct, in a bar chart format. The daily activities **shall correspond to the Schedule Update activities** (coding, activity ID, float), but shall be at a greater level of detail to identify work **planned to the hour** (as needed). The Short-Term Construction Schedule shall be submitted weekly. It shall display for the following work within a thirty-five (35) calendar day period: completed work for the two (2) week period prior, and all planned work for the three (3) week period following the Schedule Update Meeting or the end of the previous two (2) week period.

The DB Entity shall be prepared to discuss the Short-Term Construction Schedule, in detail, with RIDOT in order to coordinate field inspection staff requirements, schedule of work affecting abutters, and corresponding work with affected utilities.

7.1.2.9. Recovery Schedules

The DB Entity shall identify and promptly report to RIDOT all Schedule and progress delays during the prosecution of the work. The DB Entity shall promptly take appropriate action to develop a Recovery Schedule in the form of a revised Schedule Update whenever the Project Schedule Update becomes thirty (30) or more calendar days late to any Milestone(s) designated in the RFP. The Recovery Schedule shall be in accordance with corresponding section contained herein. The development and submission of a Recovery Schedule does not relieve the Contractor from continuing with the submission of the Schedule Updates.

The Recovery Schedule shall be submitted within (30) days of the submission of the corresponding Schedule Update [reflecting a Milestone is thirty (30) or more calendar days late]. The Recovery Schedule shall demonstrate a clear procedure for bringing the Project into compliance with a timeline acceptable to the Engineer.

Normal adverse weather shall be anticipated and planned for by the Contractor. Delays due to such weather events are unacceptable. Failure to submit such a Recovery Plan shall provide a basis for future Payment Application withholdings, either in whole, or in part, by the RIDOT.

Recovery Schedule Submissions shall include a Narrative with a comprehensive listing of all activities added to or deleted from the previous Schedule Update (which the Recovery Schedule was generated from), as well as a complete listing of all logic and activity relationship changes that have been made and the reasons why they were changed. No Recovery Schedule will be accepted unless it satisfies the following requirements, at a minimum:

- a. All out-of-sequenced logic is corrected or explained to the satisfaction of the Engineer.
- b. Actual Start and Finish dates are verified for accuracy.
- c. The Schedule accurately reflects the DB Entity's plan (including accurate logic and durations) for completing the remaining work.

Once a Recovery Schedule is accepted by RIDOT, it shall be used for the next Schedule Update.

Except as otherwise designated by Change Order, no Recovery Schedule or Schedule Update that extends performance beyond any Contract Time and/or Contract Milestone(s) shall qualify as acceptance of an Extension of Time.

7.1.2.10. Time Entitlement Analysis

All requests for an Extension of Time shall be substantiated by the DB Entity's submitted contemporaneous Schedule Updates that report changes and impacts as they occur

As Schedule Updates are statuses and provided during the Project, the DB Entity will document and include projected impacts that affect progress. These projected impacts will be discussed with RIDOT at the Schedule Meetings, and RIDOT and the DB Entity will agree on how an impact will be projected before final submission of the Schedule Update.

A Project Status Log will be kept for each monthly Schedule Update to track the Contractual Completion Dates and impacts to the Project.

Identifying impacts and agreeing on how they are represented in the Schedule will document and track these issues and provide both RIDOT and the DB Entity with the opportunity to mitigate potential time lost. RIDOT will not be held responsible for impacts / potential impacts that are not identified and substantiated in the Schedule.

The contemporaneous Schedule Analysis allows RIDOT and the DB Entity to review impacts as they occur and provides an opportunity for potential impacts to be mitigated. This Analysis will be used for the negotiation of changes to the Contract, pending the Schedule Updates are Accepted, and the impacts are substantiated.

7.1.3. Technical Scheduling Requirements

All schedules shall conform to the minimum requirements, as well as those requirements outlined the DB's Management Plan:

7.1.3.1. Standard Durations

The following standard durations shall be included in all Schedules:

Activities	Durations (calendar days)
Review of Design or Shop Drawings	30
Review of Resubmitted Design or Shop Drawing	14
CRMC Category A Assent Application Review	90
CRMC Category B Assent Application Review	180
RIDEM Water Quality Cert. & RIPDES Application Review	90
NBC Review	60

The following are the minimum durations to be assumed by the DB Entity in their Proposal and Preliminary Schedules, or until Force Accounts have been received by the respective utility and may be incorporated into the Schedule. The Schedule should not represent utility relocations being performed concurrently at the same location, unless the utility companies and RIDOT accept this logic.

Minimum Utility Durations	Durations (months unless otherwise noted)
NGRID – Electric	9
Verizon	6
Fiber Optic	6
NGRID-Gas (Tie-Ins)	3 Days Per Location

7.1.3.2. Basic WBS Structure

WBS Code	WBS Title
PVD.00	Contract Name
PVD.10	Milestones

WBS Code	WBS Title
PVD.15	Summary Activities
PVD.20	Design
PVD.25	RFI's
PVD.30	Procurement/Shop Drawings
PVD.40	Utility/RR & Work by Others
PVD.60	Construction

7.1.3.3. File Naming Standard

Name	Submission
PPS	Proposal Project Schedule
PSX	Preliminary Schedule
BLX	Baseline Schedule
UPXX	Schedule Update
RXX	Recovery Schedules

X = sequential number per name

7.1.3.4. Activity Requirements

All Schedules shall clearly and separately define the progression of work from Bid Opening to Final Completion using separate activities for, at a minimum:

- a. Activity ID's
 Shall be alpha-numeric using the first six (6) values of the corresponding WBS code as the pre-fix. ID's shall not be greater than ten (10) digits.
- b. Activity Codes
 The coding structure shall be defined by the DB Entity to allow for organizing/reporting by location, road (including directions), ramp, structure, phase, work type, subcontractor, discipline, responsible party (RESP codes), etc.
- c. Activity Descriptions
 Shall consist of a verb or work function (i.e. form, pour, excavate, etc.), object (i.e. slab, footing, wall, etc.), and location (i.e. STA, bridge, pier, or retaining wall number, street, ramp, etc.). There shall be no two (2) activities with the same activity description. Any abbreviations used in the activity descriptions shall be consistent with the abbreviations used throughout the Contract Documents and should be listed therein. The formatting of the activity description in the software shall be left-justified and capitalized.
- d. Durations
 Shall be limited to:

1. Design & Procurement activities may be expressed in either calendar or working days but limited to ninety (90) calendar days (with the exception of procurement/fabrication).
 2. Level of Effort/Summary activities for construction work past the first two (2) years of construction shall be limited to thirty (30) calendar days.
 3. Construction activities shall be limited to fourteen (14) calendar days, with a value of work not exceeding fifty thousand dollars (\$50,000). There should be a minimal number of activities with durations two (2) days or less and shall be identified for RIDOT's acceptance before their use.
- e. Activity Types
Shall be in accordance with:
1. Milestone Activities: Only Finish Milestones that are defined in the Contract's Special Provisions shall utilize these activity types and shall be "Finish on or Before" constraints.
 2. Level of Effort (Summary): These are required for the construction operations in the Preliminary Schedule, as well as for reporting in the Baseline.
 3. Task Activities: This is the primary activity type. All activities other than Milestone and Summary activities, as defined above, shall be task activities.
- f. Activity early and late start and finish dates shall be calculated for each activity based upon the Schedule's Data Date, actual dates, schedule logic, schedule constraints, calendars, original duration, and remaining duration in accordance with the scheduling parameters defined in this section. Actual dates shall be agreed upon by RIDOT.
- g. Calendars: The DB Entity shall define all anticipated calendars in the Preliminary Schedule Narrative.
- h. Data Date:
1. Proposal Schedule = Public Bid Opening Date
 2. Preliminary Schedule = Public Bid Opening Date
 3. Baseline Schedule = Public Bid Opening Date
 4. Schedule Update = monthly date
- i. The logic in the Schedules shall represent the progression of time and the sequence of work performed within the Contract Time. The CPM Schedules shall conform to the following requirements:

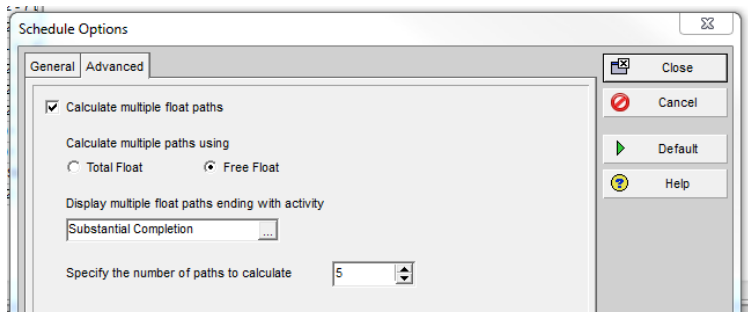
Every activity shall have logically assigned predecessors and successors. Unless otherwise specified, the activity "Bid Opening" shall be the only activity without a predecessor, and "Contract Completion" and each Contract Milestone shall be the only activities without successors.

The use of activity constraints is limited to the "Finish-On or Before" as defined previously, under Milestones. The use of Zero Free Float, Start On, Expected Finish, Mandatory Start, or Mandatory Finish is strictly prohibited.

Activity lag durations shall not have lags (either positive or negative) unless the DB Entity can convince RIDOT that it best represents realistic conditions. Activity lags shall not be used in lieu of logic relationships.

Redundant ties to preceding activities in a sequential series of activities shall be limited to eight (8) percent of the total number of relationships in the Schedule.

Critical Path shall be defined as "Float Path 1," by Free Float to each Contractual Milestone or Contract Completion.



Out-of-sequence logic shall not be permitted to be included in a submitted CPM Schedule. The Contractor is responsible for identifying, correcting, and updating any out-of-sequence logic in a Schedule.

Float shall be defined as the amount of time between when an activity can start (early start date) and when an activity shall start (late start date). Float belongs to the Project and is a shared commodity between RIDOT and the DB Entity and is not for the exclusive use or benefit of either party. Either party has full use of the float until it is depleted. The float may be claimed by whichever party first demonstrates a need for it, i.e. if the Contract Milestone(s) and/or the Contract Completion Date has been delayed. The DB Entity shall demonstrate this need as required herein.

Not to be Used: Unspecified Milestones or restraint dates; scheduled work not required for the accomplishment of a Contract Milestone; use of activity durations, logic ties, and/or stages deemed unreasonable by RIDOT; delayed starts of follow-on trades; or use of float suppression techniques contrary to the provisions Claim for Delay or Suspension of the Work of Special Provisions. Through the progression of the Project, and as part of the Schedule Update submissions, the DB Entity is obligated to seek ways to minimize delays, and to communicate priorities that relate to the most recent submission of the critical path for the Project.

7.1.4. Schedule Reviews

RIDOT will respond to each Schedule within thirty (30) calendar days for Preliminary and Baseline Schedule submissions and fourteen (14) calendar days for Schedule Update submissions. Response by RIDOT will either accept the Schedule or require revision and re-submittal. A Schedule shall be accepted, or revised and resubmitted, only upon written notification of such by RIDOT.

Schedules shall be resubmitted within fourteen (14) calendar days after receipt of RIDOT's comments.

The DB Entity shall not be relieved from their responsibility for satisfactorily completing the work within the specified Contract Time due to their failure to submit an acceptable Schedule Update.

7.1.5. Disputes

As stated in the RFP, all Schedules shall be submitted, reviewed, dispositioned, and accepted in the timely manner specified to provide the greatest possible benefit to the execution of this Contract.

Any dispute concerning the acceptance of a Schedule, or any other question of fact arising under this subsection, shall be determined by RIDOT.

Pending resolution of any dispute, the last Schedule accepted by RIDOT will remain as the Contract's Schedule of Record.

7.2. Winter Shutdown

The substantial completion date of November 15, 2025 incorporates the standard winter shutdown period. Schedules submitted as part of the Technical Proposal shall include the standard winter shutdown period. After award of the contract, should the DB Entity request to include working through the winter, this request would be subject to RIDOT discretion and will require review and approval. No lane splits shall be in place during the winter and all lane widths shall comply with TAC# 0359.

7.3. Determination and Extension of Contract Time for Completion

It is an essential part of all contracts that contractors shall perform the Work fully, entirely and in an acceptable manner within the contract duration.

The contract duration is based upon the requirements of public convenience and the assumption that the DB Entity will prosecute the Work efficiently and with the least possible delay, in accordance with the maximum allowable working time, as specified in the Contract.

The Contract duration has been carefully considered and has been established for reasons of importance to the State. The Contract duration will be enforced, and it is understood that the DB Entity accepted this concept at the time of the submission of the bid. The timing of the NTP has been taken into account in the determination of the Contract duration and the timing of the issuance of the NTP shall not, by itself, be a reason for a time extension.

An extension of contract time will be granted only if entitlement to a time extension has been clearly demonstrated to the satisfaction of the Engineer by a documented time entitlement analysis, performed in accordance with the requirements of this Section.

7.3.1. Request for Additional Contract Time

In response to a request for a time extension, an extension of contract time may be granted for demonstrated delays resulting from only one, or, in the case of concurrent delays, a combination of the following causes:

7.3.1.1. Extra Work

Each extra work order (EWO) proposal shall include an evaluation of the impact of the EWO on contract time, expressed in calendar days. If there is no impact to the critical path as a result of the EWO, the EWO shall indicate this by stating that zero (0) calendar days of additional time is being requested. The need for a time extension as a result of the EWO shall be clearly demonstrated by a documented time entitlement analysis (TEA) performed by the DB Entity in accordance with the requirements of this Section. No Time Extension will be granted for any change that does not impact the current critical path and/or any critical path impact that can be mitigated by means of various recovery options to be presented to RIDOT in a timely manner.

A documented preliminary TEA supporting the EWO proposal shall be submitted to the Engineer as part of the EWO proposal.

7.3.1.2. RIDOT-Caused Delays

If any part of the Work is delayed or suspended by the State, the DB Entity will be granted a time extension to complete the Work or any portion of the Work only if entitlement to this time extension has been clearly demonstrated by a documented time entitlement analysis and a clear impact to the current critical path. State-caused delays shall not include delays to or suspensions of the Work that result from the fault or negligence of the DB Entity.

7.3.1.3. Delays Not Caused by DB Entity Fault or Negligence

When delays occur due to causes beyond the reasonable control and without the fault or negligence of the DB Entity, including, but not restricted to: "Acts of God," war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing; acts of the Government; acts of the State or any political subdivision thereof; acts of other contracting parties over whose acts the DB Entity has no control; fires; floods; epidemics; abnormal tides (not including Spring tides); severe coastal storms accompanied by high winds or abnormal tides; freezing of streams and harbors; abnormal time of winter freezing or spring thawing; strikes, except those caused by improper acts or omissions of the DB Entity; extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, and/or freight embargoes; a time extension will be granted only if entitlement to a time extension has been clearly demonstrated to have impacted the critical path, only if a presentation of alternative recovery options has been determined to be not acceptable to RIDOT, and only if the delays have been documented by a timely and acceptable time entitlement analysis.

An "Act of God" as used in this subsection is construed to mean an earthquake, flood, cyclone, hurricane, tornado, or other cataclysmic phenomenon of nature beyond the power of the DB Entity to foresee and/or make preparations against. Additional consideration may be given to severe, abnormal flooding in local rivers and streams that has been reported as such by the National Weather Service. Rain, wind, snow, and/or other natural phenomena of normal intensity, based on National Weather Service reports, for the particular locality and for the particular season of the year in which the Work is being prosecuted, shall not be construed as an "Act of God" and no time extension will be granted for the delays resulting therefrom.

Within the scope of acts of the Government, consideration will be given to properly documented evidence that the DB Entity has been delayed in obtaining any material or class of labor because of any assignment of preference ratings by the Federal Government or its agencies to defense contracts of any type.

7.3.1.4. Delays Caused by Public Service Corporations

Municipal Departments or Other Third Parties. If any part of the Work is delayed by public service corporations, municipal departments or other third parties, a time extension will be granted only if entitlement to a time extension has been clearly demonstrated by a documented time entitlement analysis.

7.3.2. Time Extension Determination

The following applies to the determination of time extensions:

- a. When the DB Entity submits a request for a time extension, placing the RIDOT on notice of a delay due to any of the causes listed, it shall be submitted in writing to the Engineer within fifteen (15) calendar days after the start of the delay. No time extension will be granted if a request for a time extension is not filed within fifteen (15) calendar days after the start of the delay.

A documented preliminary time entitlement analysis (TEA) supporting the request for a time extension and meeting the requirements of this Section, shall be submitted to the State no later than fifteen (15) calendar days after the request for a time extension is submitted to the State or thirty (30) calendar days after the start of the delay. A documented final TEA shall be submitted to the State no later than fifteen (15) calendar days after the end of the delay. During the time between the preliminary and final TEAs, the delay shall be documented in statuses contract progress schedules submitted in accordance with the requirements of this Section.

- b. No time extension will be granted for any delay or any suspension of the Work due to the fault of the DB Entity.
- c. No time extension will be granted if the request for a time extension is based on any claim that the originally established contract duration was inadequate.
- d. Time extensions will only be granted for delays, including concurrent delays, to activities affecting contract milestones, the contract completion date and/or other critical path activities as demonstrated to the satisfaction of the State by a detailed time entitlement analysis that clearly states the number of calendar days of extra time being requested.
- e. The probable slowdown or curtailment of work during inclement weather and winter months has been taken into consideration in determining the contract duration and therefore no time extension will be granted.
- f. Any work restrictions related to weather, permit conditions, community accommodation, traffic or any other restriction specified in the Contract or reasonably expected for the particular locality and for the particular season of the year in which the Work is being prosecuted shall be considered in the analysis of each individual time extension and shall not be considered, in itself, justification for an extension of time.
- g. Any time entitlement analysis prepared for the purpose of requesting a time extension shall clearly indicate any proposed overtime hours or additional shifts that are incorporated in a cost and resource loaded CPM Schedule. The Engineer shall have final approval over the use of overtime hours and additional shifts and shall have the right to require that overtime hours and/or additional shifts be used to minimize the duration of time extensions if it is determined to be in best interest of the RIDOT to do so.

7.3.3. Disputes

Any dispute regarding whether or not a time entitlement analysis demonstrates entitlement to a time extension, the number of days granted in a time extension or any other question of fact arising under this subsection shall be determined by the State.

The DB Entity may dispute a determination by the State by filing a claim notice with the State, following the requirements of RIDOT's internal claims policies, within fourteen (14) calendar days after the DB Entity's request for additional time has been denied or if the DB Entity does not accept the number of days granted in a time extension. The DB Entity's claim notice shall include a time entitlement analysis that sufficiently explains the basis of the time-related claim. Failure to submit

the required time entitlement analysis with the claim notice shall result in denial of the DB Entity's claim.

Section 8. Construction Requirements

8.1. General

Before construction activities may begin for a specific segment or component of the Project, the DB Entity shall have met all requirements for and have received a designation of "Released for Construction" from the State, as well as the other requirements of this RFP related to pre-construction submittals, approvals and notifications. These pre-construction submittals include, but are not limited to, shop drawings, working drawings, testing, schedule and public information.

All design and construction documents shall be prepared using the English system.

The DB Entity shall construct the work in compliance with this RFP, with the following objectives as guides:

- a. Attain the highest quality product possible.
- b. Keep the Stakeholders informed of the work and use public outreach to reduce congestion.
- c. Successful performance of the Design-Build Project.
- d. Completion of the Project within the estimated Contract time.
- e. Completion of the Project within the Proposed Price.
- f. Successful application of ABC technologies.
- g. Maximum beneficial use of innovation. Innovate when possible in order to achieve the best results possible.
- h. Minimize the detrimental effects of the work on the Transportation System and the neighboring community.
- i. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
- j. Minimize the number of different Traffic Control phases, *i.e.*, number of different diversions and detours for a given traffic movement.
- k. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction progress and quality.
- l. Maintain direct access to adjacent properties at all times, with the exception of areas of limited access right-of-way where direct access is not permitted.
- m. Properly coordinate with entities working on adjacent construction projects and on maintenance of existing facilities.

8.1.1. Submittals

All submittals shall be made in accordance with the RFP. Unless otherwise specified, the DB Entity shall seek guidance from State personnel administering the Contract as to the proper recipient(s) of such submittals.

8.1.1.1. Shop and Working Drawings

All Shop and Working Drawings shall be reviewed and approved by the Designer of Record, DB Entity's Lead Designer, Project Manager, Superintendent and Quality Control Manager for Construction and Quality Control Manager for Design prior to submission to the State, as required elsewhere in this RFP.

8.1.1.2. RFI and RFC

The State shall be copied on all Requests for Information (RFIs) and responses between the DB Entity and its designers or other subcontractors and shall be allowed fourteen (14) days to

comment. The DB Entity shall address any comments by the State prior to proceeding with work requiring the RFI.

RFIs to the State shall only come from the DB Entity and the State shall be allowed 14 days from receipt of the RFI to respond.

The State shall be copied on all Requests for Change (RFCs) and responses between the DB Entity and its designers or other subcontractors. After review and response from the responsible party within the organization of the DB Entity all RFCs shall be submitted to the State in accordance with Part 3 of the RFP and the State shall make the final decision regarding the approval or disapproval of the RFC. The State will try to respond to RFC as outlined in Part 3 of the RFP

8.1.2. Construction Survey

Construction shall not commence on a given segment of the project until baseline and stakeout are performed in accordance with the requirements of this RFP.

8.1.2.1. Baselines

The construction baselines shall be staked in the field, offset and maintained throughout Project construction. Baseline stations shall be staked at every fifty (50) feet (stations and half-station), point of curves, points on curves, points of tangency, and other locations as necessary. The control shall originate from the Project survey control and be verified by physical features. Record baselines are included on the base survey. The DB Entity shall be responsible for tying any newly created baselines to the record baseline.

8.1.2.2. Construction Survey related to ABC Techniques

Any use of ABC techniques will require additional construction survey efforts in order to conform to the requirements of the "Construction Staking" Section 105.8 of Part 3 of this RFP. For this work, the DB Entity shall use licensed surveyors to perform survey of the constructed bridge substructure and to verify at the time of the pre-assembly of any portions of the superstructure that the superstructure will match the substructure necessities and related plan requirements.

8.1.3. Issue Escalation/Resolution

The DB Entity shall have the necessary personnel available at all times to resolve construction issues in order to expedite the construction progress and ensure a quick resolution of Project issues that otherwise would delay and, in some cases, hinder the progress of Project construction. The State representatives shall be kept apprised of all issues and proposed solutions and will be afforded a review of proposed solutions or resolutions prior to their implementation.

Lines of communication between DB Entity personnel and State personnel should always be open, and cooperation in the field shall be treated as being of paramount importance in resolving Project issues as soon as possible.

In the event that an issue cannot be resolved at a certain staff level in a timely manner, either due to its complexity or lack of sufficient authority, the DB Entity and State representatives shall promptly elevate the issue in their respective chains of command, as appropriate and necessary, in order to resolve the issue in as timely and effectual a manner as practicable.

8.2. Location

The DB Entity shall have an established, fully staffed field office as noted in Section 108.2 of Part 3 of the RFP. The DB Entity shall provide a field office for RIDOT and Project staff. The DB Entity shall establish the field office within thirty (30) days of the State's order to establish the office. RIDOT strongly recommends that both parties' staff be located together with separation between offices.

The DB Entity shall furnish office furniture, equipment, phone services, computer and all office supplies and maintain a field office for RIDOT and Project staff for 6-8 RIDOT staff members in accordance with the requirements of this RFP.

RIDOT has not identified in the BTC any state-owned property outside of the project limits available for the DB Entity's use for off-site laydown or staging. The DB Entity is responsible for securing any additional off-site areas from RIDOT or from private owners for use as staging and laydown to support their operations. This may require the DB Entity to enter into agreements with third parties for the use of private property for staging and laydown. The DB Entity shall identify in their Technical Proposal areas they have identified as potential off-site areas for staging and laydown and any agreements, executed or pending, with the owners of these properties.

8.3. As-Built Drawings

As a condition to Final Acceptance, the DB Entity shall provide to RIDOT the Project's record drawings consisting of one (1) full size (24" x 36") PDF format files and all AUTOCAD files used for the production of the as-built set of drawings. The as-built plans shall depict the final completed Project, including all changes with all of the relevant data showing drainage systems, underground utilities, traffic controls, signing placement, highway alignment and grade revisions, and bridge detail changes. The DB Entity shall also provide other relevant Project data such as bridge shop plans, boring logs and pile driving records in hard copy sets in PDF format for archiving.

8.4. Contingency Planning

The DB Entity shall develop contingency plans prior to construction for potential problems that may arise during construction that will have an effect on the overall progress schedule. The plans shall be prepared by an emergency response specialist familiar with bridge construction and shall include, but not be limited to the following:

- a. Poor or severe weather forecast that may impact operations
- b. Equipment breakdowns, malfunctions or failure, including sufficient additional equipment, parts, supplies, operators and power sources
- c. Crane breakdown during set-up
- d. Crane breakdown during crane removal
- e. Saw cutting machine breaks down
- f. Crane breakdown during removal and placement of girders and prefabricated elements
- g. Lost or damaged girders or precast during delivery and/or erection
- h. Incident involving delivery of material
- i. Accident within project limits.
- j. Accident involving delivery of girder or prefabricated elements resulting in damaged units
- k. Traffic Management Plan implementation equipment breakdown or staff non-responsiveness
- l. Beam too high with no shims
- m. Fit-up problems with cross frames
- n. Bar fit-up problems in closure pours
- o. Batch plant breakdown

- p. Concrete delivery truck breakdown
- q. Closure pour concrete strength not achieved before required time for re-opening the bridge to traffic
- r. Construction not complete by the time required for re-opening the bridge to traffic
- s. Key staffing replacement plan due to injury or illness
- t. Severe weather impacting crane operations, including high wind speeds that exceed crane operating parameters
- u. Contingency schedule and plan should delivery of necessary materials be delayed or are missing
- v. Contingency Traffic Management Plans for a late opening on Monday morning
- w. Temporary pavement marking application in the event of inclement weather
- x. Incident within the Project limits, including all streets crossing the highway corridor
- y. Obstructions encountered within excavations

Plans should be all-hazards in nature but should also be narrowly tailored and specific to hazards identified that could impact the Project and should consider critical assets or infrastructure in the area, geographic terrain, abutting entities and properties, and/or environmental concerns in the area. Plans should be developed with the involvement of multiple stakeholders. The plans should detail multi-disciplinary actions to be taken throughout the course of an incident from detection to recovery. Plans should also be reviewed with all stakeholders in an appropriate training or exercise forum prior to project commencement.

8.5. Construction Digital Recording

DESCRIPTION: This work shall consist of furnishing and installing a mobile camera surveillance system to view and record the project construction. The system shall include two (2) self-powered, rugged, wind-resistant trailers with pressure-sealed cameras for traffic management and work zone monitoring. The cameras shall be mounted to a 42-foot telescoping mast to provide a strategic overview of site.

- a. The outdoor camera system shall consist of a tamper and impact resistant enclosure with integrated camera and heavy-duty robotic pedestal to be on a mobile solar powered trailer platform.
- b. The camera shall take high-resolution 8-megapixel digital images every 15-minutes and provide live video
- c. The camera shall upload both images and video over a wireless cellular modem.
- d. The content shall be sent to secure, password protected website with an interface and Online Software features provided by the Vendor as a Managed Service.
- e. The system shall operate on 12VDC.

MATERIALS: This work shall consist of furnishing, installing and testing a mobile camera surveillance system that meets the following requirements:

- A. Camera: Integrated 8 Megapixel high-definition camera and lens assemble consisting of a charge coupled device (CCD) camera with a remotely controlled focal length lens with the following features:
 - 1. Imager: 1/2.5" CCD 8 Megapixel
 - 2. Resolution: 3,264x 2,488 Pixels= 8 Megapixels
 - 3. Panoramic Resolution: 29,376 x 9,792= 72 Megapixels
 - 4. Lens: Zoom 6mm-72mm capable of 12x Optical, 4x Digital
 - 5. Video Compression: AVI (Motion JPEG)

6. Auto Features: ISO, Shutter, White Balance and Focus
- B. Camera Enclosure:
1. Built-in aluminum and epoxy power painted weatherproof standard IP66/IP67.
 2. Body constructed from extruded aluminum and die-cast aluminum end-cover plates.
 3. Weatherproof feature is maintained by 2 EPDM-rubber end gaskets between cover plates and 3 cable glands.
- C. Pan and Tilt Robotic Base: High-performance outdoor pan/tilt designed to provide steady images in windy environments with the following features:
1. Pan Range: 360° continuous pan
 2. Tilt Range: +30° to -90° from level
 3. Motor Type: Stepper
- D. Overall System:
1. Camera Enclosure Dimension: 6.9" (175mm) W x 66" (168mm) H x 19.4" (493mm) L.
 2. Pan/Tilt Unit Dimensions: 7.0 (178mm) W x 10.5" (274mm) H x 6.4" (163mm) D
 3. Operational Temperature: -10°F to 120°F (-23°C to + 49°C).
 4. Camera Enclosure Weight: 13lb (5.9 kg).
 5. Pan/Tilt Unit Weight: 12lb (5.4 kg).
- E. Solar Powered Trailer Platform:
1. Operational Temp -4°F to 158°F (-20°C to 70°C).
 2. Dimensions 12' L x 6' W x 10' H (3.66m L x 1.82m W x 3m H).
 3. Region of Operation: Contiguous United States.
 4. Autonomy: 4 days battery backup.
 5. Full size spare tire.
 6. Guy Wires: To stabilize an extended mast and steady the camera shot.
- F. Battery Bank:
1. Charge controller with remote monitoring.
 2. Battery Type: 6 Volt DC deep cycle batteries.
- G. Solar Array:
1. Single crystal (monocrystalline) silicon photovoltaic modules.
- H. Communication
1. Wireless GPS modem EV-DO.
- I. Quantity of Cameras: As required by Owner.

INTERFACE AND ONLINE SOFTWARE:

- A. Remote Access: Contractor's System Vendor shall provide an internet-based interface and online software as a managed service, to allow the viewing of all high-definition digital still images captured and stored and live video, from any location with internet access via a secure password protected website.

1. Maintain images on the System Vendor's website for reference available at all times during the life of the project and for not less than 60 days after completion.
- B. Online Interface Features:
1. Software delivered by vendor as a managed service.
 2. Displays company logo and project name.
 3. Capable of viewing live video.
 4. Picture in Picture to control and view live video, while viewing high definition images.
 5. Robotic pan, tilt and zoom control of robotic camera system.
 6. Featuring high-definition panoramic images with a panoramic image comparison tool.
 7. Calendar based navigation system for selecting specific images and panoramas.
 8. Multifunction image browsing.
 9. Pan, tilt and zoom control capability within a high-definition image.
 10. Onscreen button for wiper control to allow remote cleaning of the viewing window
 11. A Multiview screen to view all of the cameras on a project at the same time.
 12. Graphical mark-up tools for detailing and creating overlays on images.
 13. Graphical weather applet displaying ten points of local weather data and 48-hour forecast.
 14. Remote solar monitoring screen displaying the DC amperage output of solar panels.
 15. Remote battery monitoring screen displaying battery voltage, temperature and status.
 16. Remote cellular monitoring screen displaying connectivity, network traffic and modem temperature.
 17. Remote wireless radio monitoring screen displaying connectivity, network traffic and Google Map features including wireless radio locations.
 18. Share image tools: save, print, email and post to message board or mobile devices.
 19. Automated progress reports in Power Point, Open Office and PDF formats.
 20. Map, aerial and satellite view by Google.
 21. Time lapse features include – Instant time lapse play back by day, week, month or year.
 22. Machine to machine self-healing technology that automates maintenance of camera up to 288 times daily.
 23. Account security features include – Four levels of password protection, IP address block /permission and SSL protection of the user login password.
 24. All Images are the copyright of the client and protected on secure servers owned and operated by the system vendor.

All equipment and software including but not limited to the portable trailer, solar panels, batteries, camera, communications systems, video webcaster, software and online interface shall be provided by the same vendor as a complete unit.

CONSTRUCTION METHODS: The Contractor in coordination with the Engineer shall determine the mounting location for each mobile traffic camera trailer. The trailers shall be installed outside of the roadway clear zone or behind protective barrier or guardrail. If the trailers cannot be located outside the clear zone or behind protective devices, the contractor shall provide temporary protective devices in accordance with the latest edition of the AASHTO Roadside Design Guide. The Contractor may be requested to move the trailers up to two times per camera during the construction period by RIDOT. If the trailer needs to be relocated due to Contractor construction activities, it shall not count towards a requested relocation.

The Contractor shall be responsible for all negotiations, fees and agreements with private land owners.

The trailers shall be installed at the agreed locations and made operational and tested 7 days prior to the start of construction. The contractor shall utilize vendor support as needed and perform initial installation and set-up procedures per the vendor's instructions.

INSTALLATION:

A. General:

1. Install camera system in accordance with manufacturer's printed instructions, State and Municipality codes and requirements and approved submittals.
2. Install units plumb and level and at proper angle to provide maximum field of view of onsite operations.
3. Securely and rigidly anchor products in place.
4. Connect cameras to power.

B. Position camera so that field of view covers intended area of site.

1. Locate the trailer so that the solar panels have an unobstructed view of the Southern sky.
2. Locate the trailer so the camera will provide uncompromised visual coverage.
3. Locate the trailer so that position of sun or man-made light sources will not come into direct contact with field of view of camera at any time during construction.

MAINTENANCE: The Contractor shall clean and maintain the units and equipment for the life of the project for 24-hour operation per the vendor's recommended schedule. The Contractor shall be responsible for all aspects of maintaining a fully operational mobile camera surveillance system from 7 days prior to beginning construction to 30 days after written notification of final acceptance.

SHOP DRAWINGS: The Contractor shall develop and submit shop drawings in accordance with **Subsection 105.02: Plans and Shop Drawings** of the Rhode Island Standard Department of Administration Procurement Regulations.

8.6. MATERIALS PROJECT SCHEDULE FOR TESTING (PST)

DESCRIPTION: This work shall consist of the Contractor producing a Project Schedule for Sampling, Testing and Certification of Materials in accordance with RIDOT Materials & Quality Assurance Master Schedule of Testing (MST), latest edition and revisions. The guide is available on the RIDOT website: <http://www.dot.ri.gov/about/who/materials.php#master>

The Project Schedule for Sampling, Testing and Certification of Materials will indicate clearly the minimum required number of samples, tests and/or certifications required for each item of work indicated in the Project Plans and Documents.

The PST shall be formatted using the "RI Standard Items" and Template Details", both available on the RIDOT website as listed above. The Contractor shall also prescribe a sampling, testing and certification requirement for any job specific item not included in the RIDOT list of standard times and templates.

All tests and records will be kept on file in the RIDOT Project Field Office.

Appendices

Appendix B – BTC, Reference Documents, and Design Criteria

**END OF PART 2
TECHNICAL PROVISIONS**

APPENDIX B

INDEX:

- B.01 MANDATORY SPECIFICATIONS
- B.02 GUIDE SPECIFICATIONS
- B.03 BASE TECHNICAL CONCEPT (BTC)
- B.04 EXISTING PLANS & TEST RESULTS
- B.05 BRIDGE INSPECTION REPORTS
- B.06 ENVIRONMENTAL PERMITTING
- B.07 TRAFFIC
- B.08 GEOTECHNICAL
- B.09 UTILITY INFORMATION
- B.10 TOLLING INFORMATION
- B.11 RIDOT MISCELLANEOUS
- B.12 CULTURAL RESOURCES

Case Number: PC-2024-04526
Filed in Providence/Bristol County Superior Court
Submitted: 10/31/2024 9:36 AM 4.1.1.1.6.
Envelope: 4861648
Reviewer: Victoria H

EXHIBIT 2



I-195 WASHINGTON BRIDGE PROVIDENCE/EAST PROVIDENCE

PROVIDENCE / EAST PROVIDENCE,
RHODE ISLAND

Bid# 7611889

BEST VALUE DESIGN-BUILD
PROCUREMENT FOR BRIDGE GROUP
57T-10: I-195 WASHINGTON NORTH
PHASE 2
REQUEST FOR PROPOSALS

PART 3
TERMS AND CONDITIONS

March 17, 2021

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

**I-195 WASHINGTON NORTH PHASE 2
PROVIDENCE, RHODE ISLAND
DESIGN-BUILD PROCUREMENT
REQUEST FOR PROPOSALS**

PART 3 TERMS AND CONDITIONS

Section 100 of the RHODE ISLAND DEPARTMENT OF TRANSPORTATION Standard Specifications for Road and Bridge Construction as AMENDED March 2018 is hereby deleted in its entirety and replaced with the following:

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APPENDIX C:

APPENDIX C.01 – ABBREVIATIONS, DEFINITIONS AND TERMS

DIVISION I

PART 100

GENERAL REQUIREMENTS AND COVENANTS

SECTION 101

DEFINITIONS AND TERMS

101. ABBREVIATIONS, DEFINITIONS AND TERMS. As used in Sections 102 – 109, abbreviations, terms and definitions set forth in this Section shall have the following meanings:

101.1. ABBREVIATIONS.

For a list of Abbreviations used in the RFP see Appendix C.01.

101.2. Definitions:

For a list of Definitions for Terms used in the RFP see Appendix C.01.

SECTION 102

BIDDING REQUIREMENTS AND CONDITIONS

102. CONTRACT PROCUREMENT: The requirements and details of the Design-Build procurement process are described in Part 1 of the RFP. In order to be eligible for award of this Contract, a Proposer must meet the requirements of the RFP Parts One (1), Two (2), and Three (3), as well as any applicable laws and regulations of the State of Rhode Island.

102.01 KNOWLEDGE OF APPLICABLE LAWS: Proposers shall be deemed to know and understand all federal, state and local laws, ordinances and regulations and municipal bylaws that apply in any manner to Department projects for which they bid; such legal requirements shall include, but not necessarily be limited to, those that apply to the Contract work, the equipment and materials to be used on the Project, or the treatment of individuals or classes of individuals in relationship to their involvement with the Project. A Contractor's ignorance of such requirements shall not, in any internal Department proceeding or in any claims or other legal proceeding, constitute justification for the Contractor's failure to consider such requirements in formulating a bid proposal, or for the Contractor's failure to ensure that such legal requirements are met with regard to any Department project in which that Contractor participates.

The Contractor agrees that if it should be awarded the contract for any project supported at least in part by federal funding, the Contractor will not knowingly enter into any lower-tier transaction on that project with a person (including entities) who, by virtue of federal law or regulation, or by voluntary agreement, is currently ineligible to participate in such a project, unless after disclosure of such ineligibility, such participation is authorized by appropriate federal and State authorities.

102.02 CONTENTS OF PROPOSAL FORMS. The Proposal Form is furnished to the prospective bidder in Part 1 of the RFP.

The Proposal Form consists of the "Bid Schedule," which is that portion of the form where the various items of work are listed in a numbered sequence and includes the lump sum and unit prices entered by the bidder and total bid amounts of each item. The Proposal Form also contains a section of the form referred to as the "Signature Page," which includes the "Total, or Gross Sum of Bid" and which must be signed by the bidder or his authorized signatory. This signature signifies the bidder's acceptance of all requirements and conditions of the Contract and its agreement to substantially complete the work by a calendar date certain.

The Plans, Specifications and other contract bid documents designated in the Proposal Form will be considered a part of the Proposal.

102.03 INTERPRETATION OF QUANTITIES IN PRICE PROPOSAL. The Estimated Quantities and Costs Items appearing in the RFP and on the Price Proposal Form are estimated and are used for the comparison of Proposals. Payment to the Contractor will be made for the actual quantities of work performed and accepted or materials furnished from Estimated Quantities and Costs Items only, in accordance with the Contract. The estimated quantities of work to be performed and the materials to be furnished may be increased, decreased, or omitted as deemed necessary or advisable by the Department, or as hereinafter provided.

102.04 EXAMINATION OF RFP, PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND PROJECT SITE: The Proposer is required to examine carefully the Site, the RFP, the Proposal form, plans, BTC, the Rhode Island Standard Special Provisions for Road and Bridge Construction, special provisions, specifications, supplemental specifications, and other Contract documents for the Project, as well as any permits or permit applications that are likely to affect the Contract work. The Proposer must judge for itself and satisfy itself as to the conditions to be encountered; the character, quality and quantities of the work to be performed; the materials to be furnished; and any other general requirements of the Project. The submission of a Proposal will be considered conclusive evidence that the bidder has made such an examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract as defined in the Contract Documents.

Boring logs and other records of subsurface investigations are available for inspection by bidders. It is understood that such information was obtained and used for Department design and estimating purposes only. It is made available to bidders, so all have access to identical subsurface information available to the Department. Furthermore, this information is not intended as a substitute for personal investigation, interpretations, and judgment of the bidders. Unless otherwise specified in this Contract, the subsurface information furnished in the RFP is based on the Department's interpretation of investigations made at the specific locations indicated; and the Department gives no assurance that the conditions discovered are typical of the conditions at other Site locations or that those conditions will have remained unchanged since the field data were obtained. The Department also gives no assurance that the presence or absence of subsurface water at the time and locations of these investigations will be representative of actual conditions at the time of construction. Such subsurface information as was obtained by the Department for its use in the design of the Project will be available for inspection by Proposers through the Department of Transportation. Also, Proposers may arrange through the Department of Transportation to examine, in advance of bidding, at a location to be specified by the Department, any available samples of the materials encountered in the Department's subsurface explorations. The Contractor shall be solely responsible for all assumptions, deductions, or conclusions that it may make or derive from its examination of any Department information, document or sample relating to subsurface Site conditions. In furnishing or making available such information or materials, the Department makes no warranty or representation as to the actual conditions that may be encountered or as to the actual nature, quantities, or distributions of work that will be required from it in the course of the Project.

The locations of all utilities as shown on the Plans are approximate. The Contractor shall seek to determine the exact location of all existing utilities, both underground and overhead, by notifying Dig Safe in accordance with State law. Damage to utilities which are shown on the Plans or located by the respective utilities in accordance with the Dig Safe process shall be the responsibility of the Contractor. Damage to utilities and their associated service connections which are not shown on the Plans or located by the respective utilities in accordance with the Dig Safe process, will be paid for by the Department. The Department does not intend or warrant that plan sheets furnished to the State by utility companies whose facilities may be affected by the proposed construction will show all proposed utility work that will be done by utility companies or municipal authorities or both before, during, or after the life of this Contract. In addition to the work indicated on such plan sheets, the utility companies and authorities may adjust or remove certain of their installations on or adjacent to the Site other than those indicated on the plans, or they may install facilities not so indicated.

Proposers must inform the Department in writing, at the earliest opportunity, of any and all omissions, errors, or discrepancies that the Proposer discovers in the RFP, (including the BTC plans, specifications, and other supplied or referenced documents.) Information and inquiries concerning such matters, and any other information or inquiry concerning the interpretation of the RFP or Contract, must be transmitted to the Rhode Island Department of Administration, Division of Purchases, 1 Capitol Hill, Providence, Rhode Island, 02908 using the process outlined in Part 1 of the RFP for posting questions regarding the RFP. The Department cannot ensure a response to inquiries received later than ten (10) days prior to the original scheduled Proposal Due Date. When the Department deems it warranted, responses to such inquiries relating to changes in or interpretations of the RFP (including the BTC plans, specifications, and other documents) will be issued to all Proposers in the form of addenda and made a part of the RFP and, subsequently, the Contract. Proposers are responsible for ensuring that they are aware of all addenda. Failure by the Department or postal or other courier services to deliver addenda or other information regarding an RFP does not release the Proposer from any obligations under said addenda or the RFP.

102.05 PREPARATION OF PROPOSAL. The bidder's attention is directed to the fact that all Proposals must be submitted to the Purchasing Division of the Department of Administration in the form of an electronic file on a compact disk (CD), which should be labeled and identified, at a minimum, with the bidder's name and the Rhode Island construction contract number of the project being bid. In addition, the bidder shall submit its Proposal in hard copy format on forms provided along with the RFP.

The bidder shall specify a unit price in words and figures, for each pay item for which a quantity is provided. All pay items for which a bidder is required to specify a unit price shall have a bid price of at least

one cent. The Department requires a unit price to be entered for each pay item and will not allow a unit price of less than one cent to be entered as a bid price for an individual pay item. The bidder shall show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the Proposal obtained by adding the amounts of all items. The total bid price is to be based on the unit prices written in words, correctly extended and added. In case of a discrepancy between the unit prices written in words and those written in figures, the unit prices written in words shall govern. The State reserves other rights as noted in **Subsection 103.1**; Consideration of Proposals.

When the Proposal contains a choice to be made by the bidder, the bidder shall indicate its choice in accordance with the instructions for that particular item. Thereafter, no further choice will be permitted.

Erasures and alterations to the Proposal shall not be permitted.

A copy of the Joint Venture agreement must be included with the Proposal when submitted. The Joint Venture agreement must clearly identify the entities which comprise the Joint Venture and the Officers of the Joint Venture.

The bidder's hard copy Proposal must be signed in ink by an authorized signatory of the partnership, joint venture, corporation, or by such other agent of the Contractor legally qualified and acceptable to the State as hereinafter provided.

If the Proposal is made by an individual, his/her name and mailing address shall be shown; by a partnership, the name and mailing address of each partnership member shall be shown; as a joint venture, the name and mailing address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate office shall be shown. In the case of Partnership and/or Joint Venture, the names and addresses of each member or officer of the partnership or joint venture must be listed in a separate attachment to be included with the submitted proposal.

All certification documents are contained within the RFP. By submitting a Bid, bidders are agreeing that they have executed all required certifications enumerated in the Proposal Report labeled "DOCUMENT(S)" which is located at the end of the Proposal Form.

102.06 PROPOSAL GUARANTY. A Proposal will not be accepted or considered unless accompanied by a guaranty in the form of an original Bid Bond made payable to the State of Rhode Island. Bid bonds must be provided by surety companies licensed and authorized to conduct business in the State of Rhode Island. All surety companies must be listed with the Department of the Treasury, Fiscal Services, Circular 570, (Latest Revision published by the Federal Register). The amount of the Proposal Guaranty shall be as designated in the Notice to Contractors.

When the bidder is a joint venture, the Proposal Guaranty must be made out to the name of the Joint Venture and all parties of the Joint Venture must be named in the execution of the Proposal Guaranty made by the same thereon. If there is more than one surety to the Bid Bond, each surety shall be named, and execution made by same thereon.

Execution of the Bid Bonds will not be considered complete unless accompanied by a certified copy of the power of attorney for the surety's attorney-in-fact.

102.07 IRREGULAR PROPOSALS.

a. Mandatory Reasons for Disqualification in Addition to Others as Set Forth in Those Regulations. The Department will declare a proposal non-responsive and shall disqualify a bidder for any of the following irregularities:

1. If the Proposal Form is obtained from any party other than the Department. (Proposal Forms are non-transferable.)
2. If the Proposal is on a form other than that provided by the State as part of Part 1 of the RFP; or if the form is altered or any part thereof is detached or incomplete;

3. If there are unauthorized additions, unauthorized conditional or alternate bids, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning;
4. If the bidder adds any provisions reserving the right to accept or reject an award;
5. If the Proposal is not complete;
6. If the Department determines that the low bid is both mathematically and materially unbalanced;
7. If the Proposal is received after the time designated for the opening of bids;
8. If the bidder fails to execute the required certifications enumerated in the Proposal Report labeled "DOCUMENT(S)" located at the end of the Proposal;
9. If the bidder fails to submit an original Bid Bond, properly executed.
10. If compact disk (CD) data files and the hard copy submission do not match, unless such a discrepancy is determined to be the result of an error or malfunction within the Department's Quest Lite software.
11. If a compact disk (CD) is not submitted; or
12. If the Proposal pages as provided in Part 1 of the RFP have been altered in any way.

b. Other Reasons for Disqualification in Addition to Other Reasons Set Forth in Those Regulations. The Department reserve the right to declare a proposal non-responsive and may disqualify a bidder for any of the following irregularities:

1. If the bidder fails to include at least a minimum amount where required for a particular item;
2. If the Proposal does not contain a "total or gross sum of bid," written in words and figures, in the space provided;
3. If the Proposal is not properly signed;
4. If the bidder fails to comply in every detail with the instructions provided in Subsection 102.5; Preparation of Proposal;
5. If the Proposal is not submitted in a sealed envelope and clearly labeled as to its contents;
6. If the compact disk (CD) containing the bidder's Proposal is unreadable by the States software.

102.08 DELIVERY OF PROPOSALS. Price and Technical Proposals shall be submitted in sealed envelopes. The envelope shall be labeled to clearly indicate its contents. When sent by mail, the sealed Proposals shall be addressed in care of the official in whose office the bids are to be received, all as indicated in the Notice to Contractors. Proposals shall be filed prior to the time and at the place specified in the Notice to Contractors.

102.09 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise a Proposal after it has been deposited with the Division of Purchases, provided the request for such withdrawal or revision is received by the Division of Purchases, in writing or by telegram, not later than two (2) hours before the time set for opening proposals. Upon presentation of its written request at the proper time, a bidder's Proposal will be returned unopened. If a Proposal is withdrawn in accordance with this provision, the proposal guaranty shall be returned to the bidder.

Whether or not Proposals are opened exactly at the time set for such opening, a Proposal will not be received, nor may any be withdrawn, after the time set for the opening of proposals.

The Department reserves the right to revise the RFP, Plans, Specifications, other Contract Documents, the Proposal, and bid opening date for any project at any time prior to the time set for opening of Proposals. Such revisions will be made by addendum, duly numbered and dated, and made accessible to bidders through the RIDOA, Division of Purchases' website known as the R. I. Vendor Information Program (RIVIP) at

<http://www.purchasing.ri.gov>.

102.10 COMBINATION OR CONDITIONAL PROPOSALS. If the Department so elects, Proposals may be issued for projects in combination or separately, so that Proposals may be submitted either on the combination or on separate units of the combination. The Department and Division of Purchases reserve the right to make awards on combination bids or separate bids to the advantage of the State. No combination of Proposals, other than those as specified by the Department, will be considered. Separate contracts will be written for each individual project included in the combination.

Conditional proposals will be considered only when specified in the Special Provisions.

102.11 OPENING OF PROPOSALS. Price Proposals will be opened by the State as indicated in the Part 1 Instructions to Proposers or as amended by duly authorized Contract Addenda.

102.12 DISQUALIFICATION OF BIDDERS AND REJECTION OF PROPOSALS.

a. Mandatory Reasons for Disqualification. The Department will declare a Proposal unresponsive and shall disqualify a bidder for any of the following reasons:

1. More than one Proposal for the same work from an individual, partnership, corporation or joint venture under the same or different name;
2. Evidence of collusion among bidders. Participants in such collusion will not be considered for future proposals until re-qualified by the Department;
3. The making of false statements on prequalification documents and/or other required bidder's certifications;
4. Failure to comply with any prequalification requirements as set forth in **Subsection 102.1**;
5. Debarment by Federal or State authorities; or
6. Failure to provide a properly executed Contract Bond.

b. Other Reasons for Disqualification. The Department and the Division of Purchases reserve the right to declare a Proposal unresponsive and may disqualify a bidder for any of the following reasons:

1. Lack of competency and adequate machinery, plant and other equipment;
2. Uncompleted work under Contract which, in the judgment of the Department, might hinder or prevent the prompt completion of additional work, if awarded;
3. Failure to pay, or satisfactorily settle, all bills due for the Prime Contractor's labor and material on Contracts in force with the Department at the time of the Bid Opening;
4. Failure to pay or satisfactorily settle Subcontractor Payments as provided for under **Section 109.12**, Subcontractor Prompt Payment where good cause, as determined by the Department of Transportation, has not been accepted. Determination of failure to pay or satisfactorily settle Subcontractor Payments will be made within 30 days of bid opening; provided however that the bidder shall have the right to either pay or settle any such claims within said 30-day period.
5. Failure to comply with any post qualification regulations or requirements of either the Department or the Division of Purchases;
6. Default under previous contracts;
7. Unsatisfactory performance on a previously awarded contract(s), including contracts where the bidder was a party to a joint venture and the joint venture's performance was unsatisfactory in the judgment of the Department; or
8. Failure to reimburse the State for monies owed on any previously awarded contracts including those where the prospective bidder is a party to a joint venture and the joint venture has failed to reimburse the

State for monies owed.

102.13 MATERIAL GUARANTY. The successful bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work, together with samples to be tested for conformance with Contract provisions.

a. Domestic Steel and Iron Products. The bidder is advised of the "Buy American" requirements that apply to domestic steel and iron products as set forth in **Subsection 106.1a** of these Specifications.

102.14 BIDDING CERTIFICATIONS.

a. Non-Collusive Bidding Certification.

1. The Certificates. Every Proposal submitted to the Department shall contain an Anti-Collusion Certificate for Contract and Force Account duly subscribed to and affirmed by the bidder as true under the penalties of law.

2. Certifications. By submission of a Proposal, each bidder and each person signing the Proposal, which includes the Anti-Collusion Certificate on behalf of the bidder, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

(a) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other bidder or with any competitor for the purpose of restricting competition.

(b) Unless required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to opening of Proposals.

(c) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

3. Non-Compliance. Prospective bidder must certify that he or she is in compliance with **Paras. 2(a), 2(b), and 2(c)** above.

The fact that a bidder; (1) has published price lists, rates, or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being bid, does not constitute a disclosure within the meaning of **2(a)**.

The Proposal submitted to the Department will be considered as authorized by the board of directors of the bidder. Such authorization will be deemed to include the signing and submission of the Proposal and the inclusion therein of the certificate as to non-collusion on the part of the corporation.

The signers of the Proposal hereby tender to the Department a statement that the named Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with the Proposal.

b. Certification Regarding Debarment, Suspension and Other Responsibility Matters.

1. The Certificate. Every Proposal submitted to the Department shall contain a Certification Regarding Debarment, Suspension and Other Responsibility Matters, duly subscribed to and affirmed by the bidder as true under the penalties of law.

2. Certification. By submission of a Proposal, each bidder and each person signing the Proposal, which includes the Debarment Certification on behalf of the bidder, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not, within a three-year period preceding the submission of a Proposal been convicted of or had a civil judgment rendered for commission of fraud or a criminal offense in connection with obtaining or performing a public contract or transaction;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity;

(d) Have not, within the prior three-year period, had one or more public transactions terminated for cause or default.

3. Non-Compliance. In the event a prospective bidder is unable to certify to one or more of the conditions above, the bidder must attach a list of exceptions to the hard copy proposal generated by the Quest Lite program. Exceptions listed will not necessarily result in denial of award but will be considered in determining contractor responsibilities.

The Quest Lite software allows a prospective bidder to either certify that he is in compliance with the provisions outlined in **Paras. 2(a), (b), (c), and (d)**, above, or to not certify these provisions and instead provide with the Proposal a list of exceptions to document the reason(s) why he is unable to certify his compliance with these provisions. In the latter case, the software will generate a statement on the signature page of the Proposal that additional documentation is attached in support of the bidder's inability to fully certify to the provisions.

c. Disadvantaged Business Enterprise Affirmative Action Certificate.

1. The Certificate. For all contracts containing provisions for the participation of Disadvantaged Business Enterprises (DBEs), prospective bidders shall be required to complete a Certification affirming compliance with the U.S. Department of Transportation and applicable State of Rhode Island regulations regarding participation by Disadvantaged Business Enterprises in the contract as contractors, subcontractors and/or suppliers of materials and services.

2. Certification. By submission of a Proposal, each bidder and each person signing a Proposal which includes the DBE Certification certifies that the organization shall affirmatively seek out and consider Disadvantaged Business Enterprises to participate in the contract, and develop and submit for approval to the Department, within ten days from the receipt of bids, a Disadvantaged Business Enterprise Program in accordance with the provisions of the DBE Certification.

3. Non-Compliance. The Quest Lite software will not enable a prospective bidder to complete the preparation of a bid Proposal unless the bidder completes the DBE Certification form in the Proposal.

d. Disclosure of Lobbying Activities.

1. The Certificate. Every bidder shall be required to certify and disclose, through the bid preparation process, any lobbying of Federal agencies, employees, officers, Members of Congress, or officers or employees of Congress or Members of Congress in connection with a covered Federal action.

2. Certification. By submission of a Proposal, each bidder and each person signing a Proposal certifies that, to the best of their knowledge and belief:

(a) No Federal appropriated funds have or will be paid, by or on behalf of the prospective bidder, to any individual or entity for the purpose of influencing or attempting to influence any Federal agency, employee or officer thereof in connection with the awarding of any Federal contract, the making of a Federal grant or loan, or any other form of a contractual nature.

(b) If any funds other than Federal appropriated funds have been paid for the purpose of influencing any Federal agency, employee or officer thereof, the prospective bidder shall complete and submit as part of the bid Proposal submission, Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

The prospective bidder also acknowledges by submitting a bid Proposal that the requirements of this certification shall also apply to all lower tier subcontracts which exceed \$100,000, and that all subcontractors

shall certify and disclose accordingly.

3. Non-Compliance. The Quest Lite software will not enable a prospective bidder to complete the preparation of a bid Proposal unless the bidder certifies that he has met the requirements of **Parts. 2 (a) and (b)**, above. In order to complete a bid Proposal, the bidder is required to certify that no Federal appropriated funds have been used for lobbying purposes, to certify whether other sources of funds have been used for lobbying and if so, to report this activity on Standard Form LLL, which is included in the Quest Lite software.

SECTION 103

AWARD AND EXECUTION OF THE CONTRACT

103.1 CONSIDERATION OF PROPOSALS. After the Price Proposals are opened and read, they will be compared on the basis of the summation of the products of the lump sum bid price shown in the Proposal by the estimated schedule of values. The Price Proposal and Technical Proposal Evaluation Score will be combined into a Best Value Score. The results of such comparisons will be made available to the public.

The State reserves the right to correct arithmetic errors in the Price Proposals prior to calculation of a Best Value Score and comparison of said Best Value Scores. In the event of a discrepancy between Lump Sum bid price and the Schedule of Values, the Lump Sum bid price shall govern.

The State reserves the right to reject any or all Proposals, to waive technicalities or to advertise for new Proposals.

103.2 POST-QUALIFICATION REQUIREMENTS AND AWARD OF CONTRACT.

a. Submission of Post Qualification Requirements. All post qualification requirements shall be submitted as specified in the Contract Documents. This includes, but is not limited to, all documentation and requirements referenced under Part II: ACTION REQUIRED BY CONTRACTOR, as contained in the Special Provision entitled, "Disadvantaged Business Enterprise Affirmative Action Certification for Contractors and Consultants." This Special Provision is located in the section of the Contract Documents entitled REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID PROJECTS.

As part of the post qualification submission, the Contractor must designate on the Transportation Management Plan the Contractor's TMP Implementation Manager for the Contract. The Contractor's TMP Implementation Manager, together with the Department's TMP Implementation Manager are the persons with the primary responsibility and authority for implementation of the Transportation Management Plan.

b. Financial Statements. The successful bidder will be required to submit a complete set of audited financial statements certified by a Certified Public Accountant (CPA). For contracts valued at \$500,000 and under, the successful bidder is required to submit only its financial references and an original copy of its current financial statement.

c. Award of Contract. Contract award, if it be awarded, will be made within sixty (60) calendar days following the opening of Proposals, or within the time specified in the Notice to Contractors, to the lowest responsible and qualified bidder who submits the responsive Proposal with the highest Best Value Score.

The successful bidder will first receive a Notice of Tentative Award. This written communication will indicate the conditional intention of the State to award the Contract and instruct the successful bidder to arrange for the execution of the Contract Agreement and Contract Bond and for the delivery of the Certificates of Insurance, all as hereinafter provided.

On Contracts jointly bid, Contractors will be held jointly and severally liable for the entire Contract.

Corporate bidders must furnish documentary evidence that they have met all legal requirements to transact business in the State of Rhode Island as a condition precedent to approval of the Contract.

103.3 CANCELLATION OF AWARD. Both the Department and Division of Purchases reserve the right to cancel the award of any Contract before the execution thereof by all parties without any liability against the State.

103.4 RETURN OF PROPOSAL GUARANTY. The State reserves the right to retain the surety of all bidders until either the successful bidder enters into the Contract or until such time as the award or cancellation of the Contract is announced. At this point sureties will be returned to all bidders.

A Contractor will not be released from the bidding obligation because of an alleged error in the preparation of the Proposal unless the State returns the Contractor's Proposal Guaranty.

103.5 CONTRACT BOND. At the time of the execution of the Contract, the successful bidder shall furnish a Contract Bond in a sum equal to the full amount of the Contract. The Contract Bond shall guarantee the following; complete performance of the Contract; full payment for all materials and equipment; and full payment of all wages of labor.

The form of the Contract Bond shall be acceptable to both the Department and the Division of Purchases. In the event the surety fails or becomes financially insolvent, the successful bidder shall file a new Bond in the amount designated by the Department within thirty (30) days of such failures or insolvency.

The Bond submitted to the Department shall be provided by a surety both acceptable to the Department and licensed and authorized to conduct business in the State of Rhode Island. All surety companies must be listed with the Department of the Treasury, Fiscal Services, Circular 570, (Latest Revision published by the Federal Register). Subsequent to award of Contract, the Department or Division of Purchases may call for additional security as required. Changes, additions, and modifications to the Contract may be made without the consent of surety.

103.6 EXECUTION AND APPROVAL OF THE CONTRACT. The Contract shall be executed by the successful bidder, hereinafter referred to as the Contractor, in accordance with the instructions contained in the Notice of Tentative Award. At the specified time and place, the Contractor shall deliver the Contract Bond and required Certificates of Insurance, execute the Contract Agreement, and comply with all other stipulations set forth in said notice.

Receipt by the Contractor of the executed Contract Agreement and a Purchase Order signed by the Director of the Department and/or the Purchasing Agent and the State Controller constitutes the official "Award" of the Contract.

The Contract execution date may be extended by mutual agreement of the Department and the successful bidder.

103.7 FAILURE TO EXECUTE CONTRACT.

a. Failure of State to Execute Contract. If the Contract is not executed within fifteen (15) calendar days following execution of the Contract Agreement and Bond by the Contractor, said Contractor shall have the right to withdraw its Proposal without penalty.

b. Failure of the Bidder to Execute Contract. Failure of the successful bidder to execute the Contract Agreement and Contract Bond, deliver the required Certificates of Insurance; and comply with other stipulations within fifteen (15) calendar days of receipt of the Notice of Tentative Award shall be considered revocation of said notice and require forfeiture of the Proposal Guaranty to the State. Such forfeiture shall not be considered a penalty, but rather a liquidation of damages sustained by the State.

Furthermore, the Department will not issue or receive subsequent proposals for construction work from a bidder who fails to execute a Contract until said bidder demonstrates its ability to obtain the necessary bonding and insurance coverage to the complete satisfaction of the Department.

In the event a Contract is not executed with the best value designated responsible bidder, the Department may either award the Contract to the next best value responsible bidder or reject all bids and re-advertise the Project for the purpose of soliciting new Proposals.

103.8 ESCROW OF BID DOCUMENTATION. The placing in escrow of bid documentation in accordance with this Section shall be required.

a. Scope and Purpose. The purpose of this Specification is to preserve the bid documents of the Contractor for use by the parties in any claims or litigation between the Department and Contractor arising out of this Contract.

The Contractor shall submit to the Department a legible copy of bid documentation used to prepare the bid for this Contract. Such documentation shall be placed in escrow with a banking institution or other bonded document storage facility and preserved by that institution/facility as specified in the following Sections of this clause.

b. Submittal and Return of Bid Documentation. Prior to execution of the Contract, the Contractor shall submit to the Department the required bid documentation in a sealed container. The container shall be clearly marked "Bid Documentation" and shall also show on the face of the container the Contractor's name and address, the date of submittal, the Project Number, the Contract Number, and Project Name.

c. Affidavit. In addition to the bid documentation, the Contractor shall submit an affidavit, signed under oath by a representative of the Contractor authorized to execute bidding proposals, listing each bid document submitted by author, date, nature, and subject matter. The affidavit shall attest that the affiant has personally examined the bid documentation, that the affidavit lists all of the documents relied upon by the Contractor in preparing its bid for this project, and that all such bid documentation is included in the submission to the Department.

d. Duration and Use. The Department and the Contractor will jointly deliver the sealed container and affidavit to a banking institution or other bonded document storage facility selected by the Department for placement in a safety deposit box, vault or other secure accommodation.

The agreement with the document depository shall reflect that the bid documentation and affidavit shall remain in escrow during the life of the Contract or until the Contractor notifies the Department of his intention to file a claim or initiate litigation against the Department related to the Contract. Notification of the Contractor's intention to file a claim, or initiation of litigation against the Department, shall be sufficient grounds for the Department to obtain the release and custody of the bid documentation. In the absence of such action and provided that the Contractor has signed the final Standard Release Form, the Department shall instruct the document depository to release the sealed container to the Contractor.

In accordance with its representation that the sealed container placed in escrow contains all of the materials relied upon by the Contractor in preparing its bid, the Contractor agrees to waive its right to use any bid documentation other than that placed in escrow in disputes arising out of this Contract.

e. Refusal or Failure to Provide Bid Documentation. Failure to provide bid documentation in accordance with the requirements of this Section shall be considered revocation of the notice of award and forfeiture of the Proposal Guaranty to the State.

f. Confidentiality of Bid Documentation. The bid documentation and affidavit in escrow are, and will remain, the property of the Contractor. The Department has no interest in, or right to, the bid documentation unless notification of the intention to file claim is received or litigation ensues between the Department and Contractor. In the event of such notification or litigation, the bid documentation and affidavit shall become the property of the Department; provided, however, that these materials, and all copies made by the Department, shall be returned to the Contractor at the conclusion of litigation, or final resolution of all outstanding claims, upon execution of a final release. Moreover, the Department shall make every reasonable effort to ensure that bid documentation to which it has gained access will remain confidential within the Department and will not be made available to anyone outside the Department or used by a former Department employee.

g. Cost and Escrow Instructions. The cost of the escrow will be borne by the Contractor. The Department will provide escrow instructions to the document depository consistent with this clause.

There will be no separate payment for compilation of the data, container or cost of verification of the bid documentation. All costs shall be included in the overall Contract bid price.

SECTION 104

SCOPE OF WORK

104.1 INTENT OF CONTRACT. The intent of the Contract is to prescribe the scope and details of the design and construction work for which the Contractor has taken responsibility by executing the Contract. The Contractor is required to perform the Project work in full compliance with the Specifications, BTC plans, Special Provisions, Proposal, and other Contract documents, including any Change (construction) Orders by which the Contract work is supplemented or modified subsequent to the date of the Contract. Said work includes the furnishing of the completed Project design, all materials, implements, machinery, equipment, tools, supplies, transportation, labor, and all other things necessary for the satisfactory prosecution and completion of the Project.

The Contractor shall design the Project and construct the Project in accordance with all professional engineering principles and construction practices, and in accordance with all standards identified in the Contract, in a good and workmanlike manner, free from defects. Except as otherwise specifically provided in the Contract, all materials, services and efforts necessary in order to achieve Substantial Completion and Final Acceptance on or before the respective deadlines provide herein shall be the Contractor's responsibility, and the cost of all such materials, services and efforts shall be included in the Price Proposal.

104.2 CHANGES IN THE CONTRACT.

a. Right to Change: The Department reserves the right to make changes in the Contract at any time during the progress of the work as are necessary to satisfactorily complete the Project. Such changes shall not invalidate the Contract or release the Surety. The Contractor agrees to perform the work as directed by the Department. Any costs applicable to such changes will be paid for by the execution of an appropriate Contract Modification.

b. Change Orders: This Section sets forth the requirements for Change Orders under this Contract. The Contractor hereby acknowledges and agrees that the aggregate price proposed in the Contractor's Price Proposal (sometimes referred to herein as the "D-B Price" and any additional items listed on the bid proposal) and accepted by the Department constitutes full compensation to the Contractor for performance of the Project work, subject only to those exceptions specified in provisions of the Contract.

Change Orders may be requested by the Contractor only for the reasons outlined in the Contract. A Change Order shall not be effective for any purpose unless executed by the Department as specified herein.

Change Orders may be issued only for one or more of the following purposes:

1. to modify the BTC or Proposal following award of the contract;
2. to modify the scope of the Project;
3. to revise a milestone or the Contract completion date;
4. to revise the D-B Price; or
5. to revise other terms or conditions of the Contract.

The Contractor must follow the process outlined herein prior to making any revisions to the RFP, BTC, Proposal or contract or performing any work not in the original scope of the contractor or that may require increased cost to the Department

The Contractor agrees that prior to proceeding with work that alters the RFP, BTC, Proposal, or Contract in any way they shall notify the Department by submitting a Request for Change ("RFC"). The Contractor also agrees that if the Department believes that a change is necessary or is proposed through alterations of the design, design submittals, construction submittals or performance, the Department may direct, and the Contractor will submit an RFC.

All correspondence relating to Contract changes shall be in writing (except in the event of an

emergency requiring immediate action).

The Department may issue a Change Order of its own accord or require the Contractor to request a Change Order at any time without notice to any Surety or Guarantor, authorizing or requiring changes in work within the general scope of the Contract. All additions to, deletions from, or changes in the Project, as directed by Change Orders, shall be implemented under the conditions of the original Contract.

Prior to proceeding with such implementation, the parties should make every effort to agree to the terms of the subject Change Order in conformity with the provisions of the applicable Contract section, regarding, for example, the matter of whether or not additional Contract time or compensation, or the granting of a credit is warranted. If an agreement related to compensation cannot be reached prior to the need for the affected work to commence, the Department, at its sole discretion, may direct the work to proceed, and will determine the amounts of progress payments, if any, that it will make for the changes in Project work.

The Contractor shall not delay Change Order work because of a dispute over the payment for it. The Contractor will proceed with the work as directed but shall have the right to seek relief related to disputed contractual issues, such as the amount of payment or Contract time given to it in connection with a Change Order, as specified in Section 105.01 of this Contract. If the Contractor wishes to pursue a contention that it should have been granted more Contract time than it was given in connection with a Change Order, it must fulfill the requirements in Section 108.8 for requesting a time extension, as well as any other applicable Contract requirements with regard to Project scheduling.

Any adjustments made to the Contract shall not include increased costs or time extensions for delay(s) resulting from the Contractor's failure to provide the information required by this provision.

c. Request for Change: If the Contractor initiates or is directed by the Department to submit an RFC, the following requirements shall apply.

All RFCs shall be delivered to the Department's Project Manager in a form acceptable to the Department. Failure to promptly notify the Department of such a situation is a cause of forfeiture of the Contractor's entitlement to requested changes or additional payments, as outlined in the Contract. If the Contractor refuses to submit an RFC and the Department determines a monetary adjustment of the contract is warranted, the Department may make an adjustment to the contract which it determines to be fair and equitable. The adjustment shall be final unless the Contractor supplies documentation satisfactory to the Department to warrant further adjustment.

In all circumstances, the Contractor must meet the following requirements before it will be entitled to revise the BTC, requirements of the RFP, the proposal, or request a Change Order.

The Contractor agrees that the filing of an RFC and if necessary the subsequent filing of a related Request for Change Order with the Department pursuant to this Section are necessary in order to begin the administrative process for the resolution of the subject issue(s). The Contractor must be deemed to understand that it shall be required to give notice of any act, or failure to act, by the Department, or the happening of any event, thing or occurrence that it contends would give rise to a proper RFC, and it must thereafter comply with the remaining requirements of this Section.

1. **RFC:** The Contractor shall deliver to the Department an RFC stating that an event or situation has occurred within the scope of this Section. The first notice shall be labeled "RFC No. 1," and subsequent notices shall be numbered sequentially.

Each RFC shall be delivered as promptly as possible after the occurrence of the relevant event or situation. Timeframes for certain Notices are detailed in the applicable provisions of the Contract, such as Sections 104.4 and 108.8.

The RFC shall include the following information:

- a. the facts underlying the issue;
- b. the proposed resolution;

- c. reasons why the Contractor believes that the requested change is necessary;
- d. whether the Contractor feels that the requested change ought to be a no-cost change or, one for which additional payment should be made;
- e. details of anticipated or potential schedule impacts, and a statement of whether or not the event or situation warranting the requested change has caused, is causing, or will cause a delay on the critical path of the Project;
- f. the dates of the underlying occurrence or circumstance;
- g. an estimate of the time within which a response to the Notice is required in order to minimize cost, delay, or disruption of Project performance;
- h. a grouping together or related requested changes, if more than one is being requested, it being understood that the Department will decide which of them will be included in a single Change Order.

Upon the Department's evaluation of the matters set forth in an RFC (whether it is initiated by the Department or the Contractor), the Department will inform the contractor of its position related to the RFC and if a Change Order Request is required. Within fourteen (14) calendar days after receipt of an RFC Notice, the Department will respond in writing to the Contractor:

- a. that the Department approves or disapproves the request for a no cost change; or
- b. that the Department believes the request requires further information, a monetary change, or change to the contract time and the contractor must proceed to submit a COR and/or time extension request; or
- c. denying that a change has occurred; or
- d. advising the Contractor that the necessary information has not been submitted to decide which of the above alternatives applies, and indicating the needed information and date by which it must be received for further review; or
- e. Advising the Contractor that other provisions of the contract apply and the process to be followed.
- f. Failure of the Department to respond to an RFC notice within the prescribed timeframe shall not affect the Contractor's obligation to provide a COR within the time periods specified. Any adjustments made to the Contract shall not include increased costs or time extensions for delay(s) resulting from the Contractor's failure to provide the requested additional information.

2. **Change Order Request:** When it has been established that a change of the Project is necessary, the Contractor shall promptly deliver a COR to the Department.

The COR(s) shall:

- a. State in detail the facts underlying the issue, the reasons why the Contractor believes that additional compensation or time will or may be due to it, and the date(s) of relevant events;
- b. Identify any documents and the substance of any oral communication relevant to the alleged change;
- c. State in detail the bases for the position that the work is not required by the Contract, with citations of the applicable Contract provision;
- d. Identify particular elements of the Contract performance for which the Contractor may seek additional compensation;
- e. Provide the data and documents that establish the necessity for and costs of the proposed change;

f. Provide a proposed revised cost-loaded CPM showing the changes in Project time and costs that would result from implementation of the Change Order. Also provide a narrative step-by-step account and explanation of the schedule revisions that would occur if the Change Order were implemented;

g. State in detail, consistent with Section 108.8, the bases for any request for a Contract time extension or for an accelerated performance schedule, ostensibly necessitated by implementation of the Change Order, ;

h. Provide any other details and supporting information requested by the Department.

The Department may require design and construction costs to be covered by separate CORs.

Each COR shall be prepared in a form acceptable to the Department and shall meet all applicable Contract requirements. Should the Contractor not be able to meet any such requirement due to the contents of the proposed Change Order, the Contractor shall state which requirements it cannot meet and the reasons why it cannot meet them. The Contractor shall furnish, when requested by the Department, such further information and details as may be required for evaluating the relevant facts and contentions. The Contractor agrees that it shall give the Department access to the Contractor's books, records and other materials relating to its Proposal or to the D-B Project, and it shall cause its Subcontractors to do the same, so that the Department can investigate the basis for any such proposed COR. The Contractor shall provide the Department with a monthly update to each outstanding, incomplete COR, describing (1) the status of its attempts to meet any previously unfulfilled requirements related to the COR; (2) any changes in the schedule or cost projections that the Contractor previously delivered to the Department, and (3) time expended to date on activities related to the proposed COR work; and (4) the amount of time that the Contractor anticipates will be necessary for its completion of the COR-related activities for which it has requested a time extension.

If the Contractor submits a request for an extension of time as part of a COR, either for a milestone or the completion date, in accordance with Section 108.8 of the Contract, the Department may require the Contractor to submit an alternative COR, including a Recovery Schedule in accordance with the Contract Project Schedule Requirements set forth in the Contract.

The Department may reject CORs at any point in the review process. Once the Contractor has provided a complete COR to the Department, the Department's failure to respond thereto within twenty-one (21) calendar days of delivery of the COR shall be deemed a rejection of the COR. The Department shall have no obligation to review the back-up materials associated with any COR until the Contractor has provided it with a complete COR.

Prior to submission by the Contractor of any COR based in whole or in part on facts alleged in a submittal by any Subcontractor to the Contractor, the Contractor must have reviewed all such Subcontractor requests and determined in good faith whether or not the requests are justified as to both entitlement and amount, and the Contractor's COR shall include only those items which the Contractor certifies are justified and which meet all Contract requirements for Contractor-Initiated Change Orders. The Contractor shall include with such COR a summary of its analysis of all Subcontractor request components.

Each COR shall contain a written representation by the Contractor that the amount of time and/or compensation requested includes and takes into account all known and anticipated impacts or amounts, direct, indirect and consequential, that it may incur as a result of the events or matters giving rise to the proposed change(s).

Upon review and approval of the COR by the Department, a corresponding Change Order will be issued by the Department, incorporating the revised terms into the Contract. Except as directed by the Department, and as added by Change Order to the Contract, work that is not part of the original Project work shall be deemed to have been performed voluntarily, and the Contractor shall not be entitled to a Change Order in connection therewith.

The Contractor shall contemporaneously collect, record in writing, segregate and preserve:

a. all data necessary to determine the costs of D-B Work that is the subject of a COR or a PCO, including specific costs associated with Design and Construction, and

b. all data necessary to show the actual impact (if any) of the change on each Critical Path with respect to any D-B work that is the subject of a Change Order or PCO, if the impact on the Project Schedule is in dispute between the Contractor and the Department.

The Department is relying on the Contractor to evaluate promptly, upon the occurrence of any event or situation, its potential effects on the Critical Path, whether or not the Contractor believes that additional compensation or a time extension because of that event is appropriate. If an event or situation occurs that may affect the D-B Price or the Critical Path, the Department will evaluate the situation and determine whether or not changes of the Project are necessary in order to bring it within the Department's funding and time restraints. The following matters (among others) shall be considered in determining whether or not or how the Department has been prejudiced by the Contractor's failure to provide it with timely notice of such an event or situation: the effect of the delay on alternatives available to the Department (that is, a comparison of alternatives available at the time when notice was actually given with alternatives that would have been available had notice been given within ten [10] days after occurrence of the event, or when such occurrence should have been discovered in the exercise of reasonable prudence), and the impact of any delay in the giving of such notice by the Contractor on the Department's ability to obtain and review objective information contemporaneously with the event. The creation of such prejudice by the Contractor's failure to give timely, appropriate notice of the relevant event or situation may result in denial of the COR.

104.3 DIFFERING SITE CONDITIONS: Differing Site Conditions" shall mean (a) subsurface physical conditions encountered at the Site differing materially from those indicated in the historical subsurface investigations results and supplementary geotechnical investigations performed by the Design-Builder and which are not discoverable from a reasonable investigation and analysis of the site including subsurface conditions, or latent physical conditions of a non-geotechnical nature which are not discoverable from a reasonable investigation and analysis of the site, (b) physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the type of work provided for in the Contract and the work site characteristics, provided in all cases that Design-Builder had no actual or constructive knowledge of such conditions as of the Proposal Date.

a. If during the progress of the work, differing site conditions as defined above are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

b. Upon written notification by RFC, the Department will investigate the conditions, and if the Department determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Department will notify the Contractor of the determination of whether or not an adjustment of the Contract is warranted.

c. No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required prior written notice.

d. No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.

e. No Contract adjustment will be allowed for subsurface or latent physical conditions differing materially from those indicated in the BTC and Contract that result from the employment of an approved ATC. The contractor will be responsible to investigate and satisfy itself of the subsurface soil conditions for all ATCs.

f. The Design-Builder shall bear the burden of proving that a Differing Site Condition exists and that it could not reasonably have worked around the Differing Site Condition so as to avoid additional cost. Each RFC shall be accompanied by a statement signed by a qualified professional setting forth all relevant assumptions made by Design-Builder with respect to the condition of the Site, justifying the basis for such assumptions and explaining exactly how the existing conditions differ from those assumptions, and stating the

efforts undertaken by Design-Builder to find alternative design or construction solutions to eliminate or minimize the problem and the associated costs.

104.4 ALTERATIONS IN THE PLANS OR DETAILS. The Department may order changes in the RFP, Plans or Details, increase, reduce, or eliminate any Contract work item deemed necessary to satisfactorily complete the Project. Should such alterations in the Contract result in changes in the quantities of work to be performed, the Contractor shall complete such altered quantities in the same manner prescribed for the corresponding unaltered quantities. Unless otherwise provided for under **Subsection 104.7; Significant Changes in the Character of the Work**, such altered work shall be paid for at the same unit prices as for the corresponding unaltered items of work.

a. Prefabricated Materials. The Department may find it necessary to decrease or eliminate items of work that involve prefabricated materials which are not considered stock commercial items. In the event fabrication of such materials was started or completed before the Contractor is advised of the decrease or elimination of the items in question, the Department may:

1. Upon verification, reimburse the Contractor for the fabrication cost, including material cost less salvage value; or

2. Instruct the Contractor to have the fabricated material delivered to the project to be placed in the care of the Department for subsequent use by the State on other work. Payment for such material will be made in accordance with **Subsection 109.6; Partial Payments**.

104.5 EXTRA WORK. Extra work is work made necessary by unforeseen conditions or circumstances, or by the Department's changes of the Contract, which work is necessary for completion of the Project, but was not included in the original scope of the Project. Such extra work shall be done in accordance with applicable Contract requirements, any relevant specifications and directions given by the Department. Regardless of the party that initially identified and notified the other that such work might be necessary, the Department shall make the final determination of the necessity for such extra work (based in essential part on information provided by the Contractor through the Change Order process), and shall notify the Contractor as to whether or not the Department wants the Contractor to propose a price to perform the work. Such a proposed price shall be accompanied by a detailed breakdown of anticipated costs, as further described below.

Within the time limits set forth in this chapter and other applicable chapters of the Contract, and if requested by the Department to do so, the Contractor shall advise the Department, in writing, of the compensation that the Contractor requests for the required extra work. The Contractor's request shall be itemized and reasonably detailed and shall provide all known or anticipated direct and indirect costs of the extra work, including, but not limited to, the costs of all safety and other equipment, engineering, small tools, labor, subcontractor work, consumables, field office overhead, home office overhead, insurance, bonding, and profit. The Contractor shall also, as part of its proposed price, submit a revised Contract schedule, taking into account the anticipated effects of the extra work. If the proposed schedule provides evidence that the extra work would warrant an extension of Contract time, the Contractor shall also submit a request for a time extension, in accordance with Section 108.8 and any other applicable section of the Contract. A negotiated Change Order shall specify scheduling requirements, time extensions and all costs of any nature arising out of the extra work covered by the Change Order.

Notwithstanding the foregoing, the Parties may mutually agree to use a multiple-step process of price negotiation, involving issuance of a Change Order that includes an estimated construction cost and provides for a revised Project to be issued after a certain design level has been reached with respect to the extra work, thus allowing a refinement and further definition of the estimated construction cost and schedule impact.

The approved Change Order, when signed by the Department, shall become a part of the Contract and shall describe the character and extent of the extra work, together with the bases for granting the Contractor any additional compensation or Contract time. If the Contractor objects to any portion of a Project submitted to it by the Department for signing, and if the Contractor is not willing to sign that Order or some portion of that

Order, the Contractor must, within fifteen (15) days of its receipt of said Order, return the Order with a letter to the Engineer administering the Contract, describing specifically what portions of the Order the Contractor finds objectionable, the nature of its objections, and the bases for its objections. If the Contractor does not do so, it shall be deemed to have accepted the terms of the Change Order. If the Contractor believes that direction given by the Department changes the scope of Contract work, the Contractor shall submit a PCO with a revised schedule and a cost revision proposal in accordance with Section 104.2 hereof and other applicable sections of the Contract, taking all such changes into account. If the schedule is to be revised, it will be revised in accordance with Section 108.8 and other applicable Contract provisions.

104.6 SUSPENSIONS OF WORK ORDERED BY THE DEPARTMENT. If the performance of all or any portion of the work is suspended or delayed by the Department in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract time is due as a result of such suspension or delay, the Contractor shall submit to the Department in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Department will evaluate the Contractor's request. If the Department agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Department will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Department's determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract.

104.7 SIGNIFICANT CHANGES IN THE CHARACTER OF THE WORK. The Department reserves the right to make, in writing, at any time during the work, such changes or alterations in the work as are necessary to satisfactorily complete the project. Such alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations in the work significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Department may determine to be fair and equitable.

If the alterations do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

Circumstances for Significant Change. The term "significant change" shall be construed to apply only to the following circumstances:

1. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or;
2. If the Contract contains major items and if a major item of work, as defined elsewhere in the Contract, is increased in excess of 125% or decreased below 75% of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original Contract item quantity.

104.8 MAINTENANCE OF TRAFFIC. Unless otherwise provided, the Contractor shall maintain the roads undergoing improvement open to all traffic during the work of the Contract. Where so provided on the Plans,

the Contractor may bypass traffic over an approved detour route. Additional detours not shown on the Plans may be employed only if plans for the detours are designed, submitted, reviewed, approved, and implemented in accordance with the requirements indicated in the Transportation Management Plan and such plans receive the written approval of the local City/Town Public Works Director. Detours of a short-term nature, which may be implemented only during the Contractor's scheduled hours of operation, and which must be removed at the close of the day's operations, shall require a 24-hour advance notice and approval of the Department. The Contractor shall keep the portion of the project being used by public traffic, whether it be through or local traffic, in a condition that shall safely and adequately accommodate such traffic. The Contractor shall furnish, erect and maintain all temporary traffic control devices in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, latest Edition.

The Contractor shall bear all expense of maintaining traffic over the section of roads undergoing improvement without direct compensation, except as provided below:

a. Special Detours. When the Contract contains items for "maintenance of detours" or "removing existing structures and maintaining traffic," there shall be no direct payment for such items and all costs associated with constructing and maintaining said detour or detours, including the construction of temporary bridges and accessory features and the subsequent legal removal of the same, shall be included in the Design Build Lump Sum Price. The failure or refusal of the Contractor to construct detours at the proper time and to maintain same in working condition shall be sufficient cause for suspending the work until such detours are provided in satisfactory condition for use by public traffic. Right-of-way for temporary roads or bridges will be furnished by the Department.

b. Maintenance of Traffic During Suspension of Work. During any suspension of the work, the Contractor shall make passable and shall open to traffic those sections of the project, together with temporary roadways or portions thereof as may be agreed upon between the Contractor and the Department, for the temporary accommodation of traffic during the anticipated period of suspension. Thereafter, and until an issuance of an order for the resumption of construction operations, the maintenance of the temporary roadways and sections of the project will be the responsibility of the Department. When work is resumed, the Contractor shall replace or renew any work or materials lost or damaged because of such temporary use of the project; remove to the extent directed by the Department any work or materials used in the temporary maintenance thereof by the State; and complete the project in every respect as though its prosecution had been continuous and without interferences. Additional work caused by such suspension, for reasons beyond the control of the Contractor, will be paid for by the State in accordance with **Subsection 109.4; Differing Site Conditions, Changes, Extra Work and Force Account Work.**

c. Maintenance Directed by the Department. If the Department directs special maintenance for the benefit of the traveling public, then the Contractor will be paid on the basis of prevailing unit prices or in accordance with **Subsection 104.5; Extra Work.** The Department will be the sole judge of work to be classed as special maintenance.

Detours or routes used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained at its own expense. In order to provide for the safety, comfort, and well-being of residents of heavily populated residential areas, the Contractor shall select haul routes between the project and material sources that will minimize disturbance to such residents. The Contractor shall submit for the Department's review its planned route of haul and its plan for minimizing the adverse effect of such hauling operations on local residents. It shall be the responsibility of the Contractor to obtain all necessary permits, approvals and licenses and to comply with the ordinances, rules and regulations of the local community concerning haul routes and detours, all at no expense to the Department.

The Department reserves the right to select alternative haul routes, to divide the hauling traffic over several routes, and to impose such other restrictions it deems necessary to minimize the impact of the hauling operation on local residents.

The Contractor shall not store barricades, material, or equipment in a manner that would impede or impair the safety of the traveling public.

d. Maintenance for Traffic Flow-Utility Work. The Contractor shall provide, as part of the Contract, construction signing in accordance with the Manual on Uniform Traffic Control Devices for all utility work performed directly by utility companies, municipalities, or their respective subcontractors.

Also included is the provision by the Contractor of flaggers, traffic persons, and the setting up, maintaining, and moving of signs, all in accordance with applicable provisions contained in **PART 900** of these Standard Specifications.

104.9 MAINTENANCE OF PUBLIC ACCESS. Unless otherwise provided, the Contractor shall maintain existing streets, highways, roads, private walks and sidewalks which may be involved with the Project, open for vehicular and/or pedestrian traffic. The Contractor shall also provide and maintain in a safe condition temporary approaches, crossings, and intersections with trails, roads, streets, businesses, parking lots, residences, garages, farms, and other features as may be necessary, and at its own expense and as directed by the Department.

With respect to maintaining public access as described above, the Contractor will not be required to remove snow.

If the Department decides that the interests of the public and/or abutting property owners so require, the Contractor shall construct plank crossings, or other such approved temporary crossings, over trenches in streets, roads, or private ways. All such temporary crossings shall be provided as directed by the Department.

104.10 Rights in and Use of Materials Found on the Site: Upon written request of the Contractor and with the written approval of the Department, subject to limitations that may be set forth within such approval, any stone, gravel, sand, topsoil or any material from existing excavations, bridge substructures, bridge superstructures, buildings, retaining walls or other structures, found within the limits of the Project may be excavated or removed and used by the Contractor on the Project, provided that said materials meet the requirements of the applicable Specifications for such materials. Any materials excavated or removed shall not be taken off the Site until and unless the Department has specifically authorized such action in writing. The following conditions shall govern these matters:

a. The Department will make no additional payment for excavation or removal of materials that would be necessarily be excavated or removed in performing work called for by the BTC. The Contractor will not be charged for such materials. Unless otherwise directed by the Department, the Contractor shall, without additional compensation therefor, place in the embankment or elsewhere, as appropriate, sufficient suitable material to fill empty spaces left by said excavation or removal of materials.

b. The Department will make no additional payment for excavation or removal of materials that had to be done in order to perform Project work in accordance with the BTC; and the Contractor will be charged for such materials at a price to be negotiated with the Department. A credit in the amount of the total negotiated price shall be applied to the original D-B Price. The Contractor shall also, without additional compensation, backfill with accepted material the space that such excavated or removed materials had occupied, to the satisfaction of the Department, unless otherwise directed by the Department.

Surplus material shall not be removed from the Project until and unless the Department has specifically authorized such action in writing. The Department may determine that such material is not surplus and may order that it be incorporated into the Project.

104.11 FINAL CLEANING-UP. Prior to any inspections performed subsequent to the Contractor's "Notice of Substantial Completion," all areas occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures, and equipment. All parts of the work shall be left in an acceptable condition.

The cost of the final clean-up shall be incidental to the lump sum bid price.

The Contractor shall remove its equipment, materials and other obstacles from the project right-of-way and from property adjacent to the project site which is not owned or controlled by the Contractor within thirty (30)

days after completion of the Project. The Contractor shall clean and remove all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, bituminous materials, dirt, and other foreign materials on or in any structure, curb, gutter, median or gore marker due to its operation.

104.12 RAILWAY-HIGHWAY PROVISIONS. The Department has not arranged with any railway for the provision of any railway crossings. If the Contract requires that materials be hauled across the tracks of any railway, the Contractor shall make arrangements with the owners of the railway(s) for new crossings or for the use of any existing crossings. The Contractor shall inform the Department of any requests made to any railway owners for provisions for railway crossings.

Work to be performed by the Contractor on the railway Right-of-Way shall be performed to avoid interference with the movement of trains or traffic of the railway company. The Contractor shall avoid accidents, damage, or unnecessary delay or interference with railway trains and other property.

104.13 CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS. Work over, on, or adjacent to navigable waters shall be so conducted so that free navigation of the waterways will not be interfered with and that the existing navigable depths will not be impaired except as allowed by permit issued by the U.S. Coast Guard or the U.S. Army Corps of Engineers, as applicable.

104.14 CONTRACTOR'S RESPONSIBILITY FOR THE WORK. Until substantially complete, the Contractor shall be responsible and shall protect all work against injury or damage from all causes whether arising from the execution or the non-execution of the work. At the Contractor's expense, the Contractor shall rebuild, repair, restore, and make good all losses, injuries, or damages to any portion of the work from any cause except those beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomenon of nature, or acts of the public enemy or of governmental authorities.

In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the project and shall take such precaution as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at its expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and sidings furnished under his Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

All costs associated with the work described in this Subsection shall be borne by the Contractor, unless otherwise provided, under Subsection 104.3; Differing Site Conditions.

104.15 ENVIRONMENTAL PROTECTION. The Contractor shall comply with any and all Federal, State and Local laws, rules, regulations, permits, approvals and Contract Provisions controlling pollution and protection of the environment, such that the Contractor does not pollute Freshwater and or Coastal Wetlands, (including but not limited to surface water features such as rivers, streams, lakes, ponds, reservoirs, tidal waters, etc.) and all other regulated natural resource areas, (including but not limited to, waters of the state and or federal jurisdiction, wellhead protections areas, groundwater recharge/discharge areas, critical habitats, natural heritage areas, forestland, cultural/historic resources etc.) with sediment, fuels, oils, bitumens, chemicals, solid and or liquid waste or other harmful or hazardous or foreign materials, and the atmosphere with particulate and gaseous matter.

The Contractor shall read, become familiar with and aggressively and expeditiously adhere to environmental permits and approvals, contract provisions, Standard Specifications controlling pollution and protection of the environment. The contractor shall ensure that all employees, and all employees of each sub-contractor, avoid pollution of the environment. The contractor shall be responsible to ensure that all employees, and all employees of each sub-contractor, aggressively and expeditiously comply with any and all Federal, State and Local laws, rules, regulations, permits, approvals and Contract Provisions controlling pollution and protection of the environment.

When work areas or pits in or adjacent to any drainage system components, flowing body of water, surface water, tidal water or State or Federally regulated waters, such work areas shall be separated from the main

water body by a dike or barrier to keep sediment and or pollutants from exiting the work area.

Water from aggregate washing or other operations containing sediment and or other pollutants shall be treated by filtration, settling basins or other means sufficient to reduce the sediment /pollutant content to levels which do not exceed that of the receiving waters/areas, and or levels allowed by specific permit, law and/or regulation.

Other requirements relating to temporary and permanent erosion and pollution controls are set forth in **SECTIONS 206** through **212** and **SECTION 214** respectively, of these specifications, and shall be in full effect.

The Contractor, at his own expense, shall be responsible for any fines and penalties resulting from non-compliance and or enforcement actions administered by Federal, State or Local Regulatory Authorities or by the Engineer for non-compliance with any and all Federal, State and Local laws, rules, regulations, permits, approvals and Contract Provisions controlling pollution and protection of the environment. The requirements set forth in **SECTION 107, LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**, of these specifications, shall be in full effect.

Delay claims and compensation due to non-compliance of this specification, Federal, State or Local laws, Regulations and or Contract Provisions, will not be allowed. All time and/or delays resulting from non-compliance, including corrective work, will be considered non-excusable delays.

Failure to comply with this subsection and or contract provisions permits and approvals, if in the opinion of the Department, will result in a failure to comply charge, as set forth within Contact Special Provision Codes and will be deducted from monies due the contractor. The Department will determine if multiple violations of the contract permits and approvals exist and that the charge be deducted per violation. This charge shall be separate from any penalties, fines or corrective actions resulting from regulatory agency enforcement actions. This charge will be deducted along with any penalties, fines or corrective actions resulting from regulatory agency enforcement actions.

a. Plant and Pest Control Requirements. The United States Department of Agriculture has advised that soil and soil-moving equipment operating in regulated areas of certain counties will be subject to plant and pest quarantine regulations. In general, these regulations provide for cleaning soil from equipment before it is moved from regulated areas. Complete information may be secured from appropriate divisions of the Rhode Island Department of Environmental Management and the United States Department of Agriculture.

Contractors shall comply with these regulations where applicable to the State of Rhode Island.

104.16 Removal and Disposal of Structures on the Site: Any structure on the Site that is not to remain on the Site after completion of the Project shall be removed from the Site and disposed of by the Contractor once it is no longer needed for the Project, and any such structure shall then become the property of the Contractor, except as otherwise provided by the Contract.

SECTION 105

CONTROL OF WORK

105.01 AUTHORITY OF THE DEPARTMENT. The Department will decide all questions related to the quality and acceptability of materials furnished.

The Department will have the authority to suspend the work completely or in part due to the failure of the Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for such periods necessary due to unsuitable weather; for failure to correct damages to public or private properties caused by the Contractor and/or its Subcontractors, for conditions considered unsuitable for the prosecution of the work or for any other condition or reason determined to be in the State's interest.

The Department shall decide all questions as to interpretation of the Contract requirements. The Department shall decide on an acceptable rate of progress, on the manner of performance, and on what shall be deemed acceptable fulfillment of the Contract obligations. The Department shall have the right to determine the points at which the Contractor may begin Project work and the order in which the work shall be prosecuted in the best interests of the State within the intent of the Contract provisions.

The Department may, at any time, issue direction to the Contractor regarding a change in the Contract, clarification of a Contract provision, provisional resolution of a dispute concerning the Project, or any other Contractual or Project issue that may arise. Such direction will be given in writing (except in emergency situations in which expeditious, spoken directions may be necessary) and such directions will describe the matter in question as well as the applicable provisions of the Contract and, if pertinent, the Department's position concerning the granting of additional compensation or Contract time.

The Contractor shall immediately review any such direction and within two (2) working days of its issuance must notify the Engineer administering the Contract, in writing, that it either accepts or objects to the Department's direction. Failure to respond within the time allowed shall constitute binding acceptance of the direction given.

If an agreement related to compensation cannot be reached prior to the need for directed work to commence, the Department, in its sole discretion, may direct the work to proceed, and it will determine the amounts of progress payments, if any, to be made for the work.

All Project work shall be subject to oversight and review by the Department's representatives. If a Project-related dispute arises between the Contractor and Department representatives assigned to the Project that those parties prove unable to resolve, the Contractor may submit a detailed written description of the dispute to the Engineer administering the Contract for further consideration.

It must be understood, though, that at no time may the Contractor, because of its disagreement with the Department, either disregard the orders of the Department or halt Project construction unless it is ordered to do so by the Department. If the Contractor cannot resolve a Project work or pricing dispute with the Department, the Contractor's proper remedy, if any, may be a claim under state statutes, provided that the Contractor can satisfy all jurisdictional requirements of the applicable state statutes. A Contractor that disregards the orders of the Department with regard to the prosecution of Project work, or who refuses to continue Project work because of a disagreement with the Department, may be subject to (1) termination of its Contract, (2) a subsequent finding that it is no responsible as an apparent low bidder or successful proposer for a Department contract, (3) the assessment of liquidated damages, and (4) to other adverse legal or administrative action by the Department.

If the Contractor breaches any of its obligations under this Article, or deviates from any procedure prescribed in this Article, any costs that result therefrom will not be reimbursed by the Department.

105.02 PLANS, WORKING DRAWINGS AND SHOP DRAWINGS.

The Contractors Final Design Plans shall show details of all structures, lines, grades, typical cross

sections of the roadway, location and design of all structures and a summary of items required to complete the Project. Bridge plans will either show all dimensions and details necessary for complete construction or such information that when supplemented by additional field data gathered by the Contractor will enable the Contractor to prepare complete shop drawings.

The Department will make every effort to review and respond to complete design submittals within the timeframe outlined in Part 2 of the Contract. The Contractor shall submit all design submittals in a timely fashion such that the Contractor's approved schedule will not be adversely impacted by the submittal process. All submissions from the Contractor must be complete and contain sufficient and required information so that the review can be completed and, as appropriate, the submission made to the environmental agencies on a timely basis. All submittals shall be in accordance with the Contractor's design Quality Management / Quality Control procedures as approved by the Department. Both initial submittals and resubmittals will be returned without review if the required Quality Control procedures have not been performed and the information is not provided in accordance with the approved Quality Management Plan, Quality Control Plan, and Contract requirements. With its initial baseline schedule, the Contractor shall submit to the Department a schedule for the making of required submissions. The Contractor shall avoid crowding multiple submittals into a relatively short timeframe.

Plans submittals shall be created, signed and delivered by the Contractor and its Designers in accordance with RFP Part 2 Section 3.4, this specification, the Special Provision for Document Control Specialist, the Electronic Document Control System provided by the Contractor and the Department's Design Policy Memos. The Shop drawings, working drawings and product data submittals shall be created, signed and delivered by the Contractor in accordance with this specification and the Electronic Document Control System. The Department and the Contractor shall use SharePoint Software to deliver and track such submittals. The Contractor will not be allowed any increase in Contract time for the time taken by the Contractor to submit revised shop drawings caused by an erroneous submission, or by a previous submission either lacking the information necessary to control construction, or not conforming to accepted design criteria. Also, the time taken by the Department to review the revised shop drawings does not constitute justification for additional Contract time.

The approval of plans by the Engineer of Record and Contractors Lead Design Engineer must be in accordance with the Department's policies and procedures, and this RFP.

The approval of plans, working drawings, shop drawings and product data or catalog cuts by the Superintendent, Project Manager, Quality Control Manager for Design, and Quality Control Manager for Construction may be documented by signatures on a transmittal (incorporated into the submission) in a form acceptable to the Department.

There will be no direct payment for developing and delivering any Project plans, including supporting calculations and documents, working drawings, procedures or supporting calculations, shop drawings or supporting calculations, or product data, and making them available in the specified format through SharePoint, printing or delivery, but the cost thereof shall be considered as included in the general cost of the work.

The Contractor shall keep one set of plans available at the site at all times and shall provide approved shop drawings to the Department upon request.

a. Plans:

1. BTC Plans

The BTC plans and the Contract specifications set forth in some detail the scope of the design and construction work required under the Contract. The BTC plans will show location, character, dimensions, and details necessary to communicate the intent and scope of the Project. If the BTC plans do not show complete details, they will show the necessary dimensions and details which, when used along with the other Contract documents, should enable the Contractor to prepare a completed design for the Project. Part 2 of the Contract describes the review and submittal process for the Project design plans.

2. Design Plans

Design plans shall be developed for the final design of the project by the Contractor in accordance with the requirements of the RFP and Contract.

b. Shop and Working Drawings:

1. General Requirements:

Shop drawings shall consist of such detailed plans required to control the work that are not included in the Plans furnished by the Contractors Engineer. They shall include, but not be limited to, stress sheets, erection plans, falsework plans, sheeting plans, cofferdam plans, bending diagrams for reinforcing steel or any other supplementary plans or similar data required of the Contractor. The Contractor shall submit shop drawings to the Contractors Design Engineer and one set to the design consultant of record. Shop drawings shall be accompanied by design computations, cuts from manufacturers' catalogs, and/or supporting technical bulletins.

All shop and working drawings shall be reviewed and approved by the Contractor's Designer of Record, Contractor's Lead Designer, Project Manager, Superintendent, Quality Control Manager for Construction, and Quality Control Manager for Design. Upon completion of such review and approval, all shop and working drawings shall be submitted to the Department for review as outlined below. The Contractor shall submit all shop drawings in a timely fashion such that the Contractor's approved schedule will not be adversely impacted by the submittal process.

The Contractor shall consult with the Department in order to determine all other applicable local agencies, railroads and utilities that may need to review shop and working drawings, and the Contractor shall coordinate the preparation, submittal, and review of all such shop and working drawings to said entities. When permits are required from utilities, or other local agencies, shop and working drawings shall be submitted to them for review and approval in accordance with their requirements.

No work or fabrication covered by these shops or working drawings shall be done until the drawings have been submitted to the Department for review and any comments by the Department have been addressed to the satisfaction of the Department and the record set of drawings has been provided to the Department and applicable subcontractors and suppliers. Such review by the Department shall not relieve the Contractor of any responsibility under the Contract for the successful completion of the work.

Contractor shall notify the Department of any intent to begin fabrication a minimum of thirty (30) days prior to starting such fabrication, in order to allow the Department to schedule inspection of the work. In the case of work involving a structure carrying utilities (including rail facilities), or in the case of another affected party or authority, the Contractor shall submit to the Department one additional copy of relevant working drawings for each such third party, and the Contractor must allow additional time for review and comment on said drawings by the involved third parties. Unless specified otherwise in the Contract, the Department shall be allowed at least thirty (30) calendar days for review of working drawings. Any submittal requiring Amtrak's review shall be allowed Sixty (60) working days for their review.

The Department will make no direct payment to the Contractor for furnishing any shop or working drawings, but the cost thereof shall be considered to be included in the general Project costs.

When any shop or working drawing is reviewed by the Department or an affected third party or involved authority, such review shall not relieve the Contractor from responsibility for omissions; or for errors in dimensions, shop fits, field connections, etc.; or for providing the proper quantity of materials; or for compliance with applicable provisions of the Contract; or for the successful completion of the Project. Any comments or suggestions by the Department or outside party concerning shop drawings prepared by the Contractor shall not relieve the Contractor of any of the Contractor's responsibilities for claims by the State or by third parties, as per Section 107.10.

Engineering shop drawings and design computations shall be stamped only by a Rhode Island Registered Professional Engineer. The stamping of Plans for professional design shall be in accordance with the applicable requirements of the Rhode Island Board of Registration for Professional Engineers, or other Boards of Professional Registration, as applicable.

The Designer that prepares working drawings and is the Engineer of Record for the working drawings (Contractor's Designer), shall secure and maintain at no direct cost to the State a Professional Liability Insurance Policy for errors and omissions in the minimum coverage amount of one million dollars (\$1,000,000). The Contractor's Designer may, at its election, obtain a policy containing a maximum two-hundred-and-fifty-thousand-dollar (\$250,000) deductible clause, but if the Contractor's Designer should obtain a policy containing such a clause, they shall be liable to the Department to the extent of at least the deductible amount. The Contractor's Designer shall obtain a proper endorsement of its Professional Liability Policy to cover the indemnification clause in this Contract, as the same relates to negligent acts, errors or omissions in the Project work performed by them. The Contractor's Designer shall continue this liability insurance coverage, subject to the continued commercial availability of such insurance, until whichever of the following occurs or concludes on the latest date: (1) a period three (3) years from the date of acceptance of the work by the Commissioner, as evidenced by a Certificate of Acceptance of the Work issued to the Contractor; (2) three years after the termination of the Contract; (3) until the expiration of all limitations periods governing claims that might be filed in connection with the Contract or Project; or (4) until any claims proceeding or other formal dispute proceeding in such connection has been resolved, or concluded finally, with prejudice, including all possible related appeals or appeal periods, whichever is later.

The Contractor shall supply to the Department a certificate of insurance in accordance with **Section 103.7** prior to or at the time that it first submits working drawings for the Project.

c. Shop and Working Drawings for Permanent Work:

1. Shop Drawings additional requirements: When required to do so by the Contract or the Department, the Contractor shall prepare and submit to the Department for review its shop drawings approved by the Engineer of Record, and Lead Designer, Project Manager, Superintendent, Quality Control Manager for Construction, and Quality Control Manager for Design, a minimum of thirty (30) business days before starting any fabrication based upon them. Within those days, the Department shall be allowed a minimum of fourteen (14) business days for review and comment on the drawings from the time it receives them. Before it may begin fabrication based on the drawings, the Contractor must address all comments on them by the Department to the satisfaction of the Department and transmit in accordance with the Contract. The purpose of the full thirty-day period is to allow the Department to arrange for inspection of fabrication based on the drawings once that work begins. If and when requested to do so by the Department, the Contractor shall also furnish the Department with a complete set of the working drawings in a format acceptable to the Department. Drawings shall be formatted for twenty-two (22) inch x thirty-four (34) inch sheets with an appropriate border and with a title block in the lower right-hand corner of each sheet. Procedures and other supporting data may be formatted for eight-and-a-half (8½) inch x eleven-(11) inch sheets.

2. The Engineer of Record shall be required to review the drawings and stamp each drawing as "Approved," "Approved as Noted," or "Revise and Resubmit." Each drawing stamped as "Approved" or "Approved as Noted" shall be transmitted to the Contractor for review and approval in advance of their being forwarded to the Department. Each drawing stamped as "Approved" or "Approved as noted" and Lead Designer, Project Manager, Superintendent, Quality Control Manager for Construction, and Quality Control Manager for Design, shall be forwarded to the Department for review in advance of fabrication as outlined above. Drawings stamped "Approved as Noted," if the Department does not take exception to them, need not be resubmitted for review, but the Engineer of Record's notes must be appropriately taken into account and implemented by the Contractor. In the case of a drawing that is reviewed and stamped "Revise and Resubmit," the Engineer of Record shall transmit copies of it to the Department for the record and two of it to the Contractor. The latter shall take into account and implement all comments on those drawings and shall then resubmit the required number of copies of the revised drawings for review and approval to the Engineer of Record and shall copy the Department on that transmittal. The review and transmittal requirements related to resubmissions will be the same as described above for an initial submission.

If the Contractor proposes a revision of a previously-submitted shop drawing that has been stamped "Approved" or "Approved as Noted," the Contractor shall submit the revised drawing to the Engineer of Record for its review and approval as well as approval of the Lead Designer, Project Manager, Superintendent, Quality Control Manager for Construction, and Quality Control Manager for Design. Any such resubmitted shop drawing

shall clearly indicate, in a revision block, the date and precise nature of each revision, as well as its location on the revised drawing. The Department and involved third parties shall be allowed the same timeframe for review and comment on the revised drawings as those for initial submissions, as outlined above.

Structural steel shop drawings shall include complete details for fabrication, camber, erection, and shop assembly of members and details, schedules, procedures, special erection equipment, and diagrams showing the sequence of erection. They shall include details of cuts, connections, camber, Charpy values, FCM designations, holes, and other pertinent data. Welds shall be indicated by standard AWS symbols; and the size, length, type, and testing of each weld shall be shown. Structural steel shop drawings shall be coordinated and detailed with respect to architectural shop drawings, which require interfacing with various components.

3. **Working Drawings Additional Requirements:** The working drawings shall be signed, sealed and dated by a qualified Professional Engineer licensed to practice in the State of Rhode Island. When required by the Contract or when ordered to do so by the Department, the Contractor shall prepare and submit the working drawings to the Department for review after they have been received and approved by the Contractor's Design Engineer, Superintendent, Project Manager, Quality Control Manager for Design, and Quality Control Manager for Construction.

These drawings shall be submitted to the Department and other involved parties sufficiently in advance of the drawings' proposed use to allow for their review, and for any necessary revisions, without delay of the Project. If the Contractor does not submit the drawings sooner, a minimum of fourteen (14) business days from the time of their receipt by the Department shall be allowed for the Department to review and comment on the working drawings. The Contractor must address all comments to the satisfaction of the Department and transmit in accordance with the Contract before starting any fabrication or work based on the drawings.

d. **Shop and Working Drawings for the Project shall include, but not be limited to the following:**

- Structural steel fabrication plans.
- Anchor bolt layouts, shop details, assembly plans, equipment lists, and any other information required by the Contract.
- Traffic controls and equipment.
- Drainage and utilities materials with unique details, whether or not in conformance with Department Standards.
- Lighting equipment and controls.
- Construction phasing and traffic management plans.
- Reinforcing steel fabrication plans.
- Precast concrete bridge substructure element fabrication drawings.
- Precast concrete wall layout and fabrication plans.
- Other information specifically required by the Contract.

e. **Working Drawings for Temporary Works:** Working drawings, demolition plans, and erection drawings shall be stamped by a Registered Professional Engineer licensed in the State of Rhode Island. Upon their approval by the Contractor's personnel, these drawings along with any necessary supporting documentation shall be submitted sufficiently (unless specified otherwise in the Contract, at least thirty [30] calendar days) in advance of their proposed use, in order to allow for their review by the Department and for the Contractor to address all comments to the satisfaction of the Department without delay of the Project. The Contractor must produce and transmit final paper copies (of the format size specified herein), if required by the Engineer in accordance with the Contract before starting any fabrication or work based on the drawings.

Unless otherwise specified, drawings shall be formatted for twenty-two (22) inch x thirty-four (34) inch sheets with an appropriate border and with a title block in the lower right-hand corner of each sheet. Procedures and other supporting data may be formatted for eight-and-a-half (8½) inch x eleven (11) inch sheets.

1. Working drawings for temporary works shall include, but not be limited to, the following:
 - Structural steel erection plans.
 - Demolition plans.
 - Design and working drawings for support of excavation structures.
 - Layout plans.
 - Traffic control plans.
 - Means and methods submittals.
 - Erosion and Sedimentation Control Plans, and other submittals required by Environmental Permits or Permit applications.
 - Other information specifically required by the Contract.

2. Ownership and Management of Documents:

Provided the Department has made required Contract payment to the Contractor, the ownership and management of the Project documents produced by the Contractor shall be as follows:

- a. Design document shall become the property of the Department once they have been prepared.
- b. Construction documents shall become the property of the Department upon their delivery to the Department
- c. Information obtained or produced by the Contractor in connection with the performance of its design obligations under this Contract, including studies, technical and other reports and like shall become the property of the Department upon the Contractor's preparation or receipt thereof.
- d. Permit Applications for Environmental Permit and Clearance documents issued by local, state or federal agencies shall become the property of the Department upon their delivery to the Department.

3. As-Built Drawings: The Contractor shall maintain a set of the Project's record drawings. These as-built plans shall be updated by the Contractor each time a change is made in the Project work and when each element of the work is completed, so as to maintain a current, accurate as-built set of plans. If a change is made in the record drawings, accordingly-revised plan sets must be distributed to the Department far enough in advance of the work based upon said drawings to allow for the Department's review, comment and acceptance activities described elsewhere in the Contract. In the case of updating the plan set to reflect installed work, such plans shall be updated within seven (7) days after its installation. The as-built drawings shall be available for the Department's review and use at all times.

As a condition of Final Acceptance of the Project, the Contractor shall submit to the Department: The Project as-built record drawings depicting the final completed Project, reflecting all changes, with all of the relevant data, including, but not limited to, drainage systems, underground utilities, traffic controls, signing placement, highway alignment, grade revisions, and bridge details. The record drawings and documents shall comply with the current RIDOT policies and shall be approved by the QC Manager(s), the QC Administrator, and the Designer of Record prior to their submission to the Department for acceptance.

The Contractor shall also provide other relevant Project data such as bridge shop plans, boring logs and pile-driving records for archiving, in hard copy sets as well as in electronic PDF files.

After the Department reviews and accepts the documents, the Contractor shall submit to the Department a final set of Project documents, free of markups.

105.03 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work performed and all materials furnished by the Contractor must, in the opinion of the Department, conform to the lines, grades, cross-sections, dimensions and material requirements, including tolerances, shown on the plans and in the Specifications approved by the Department. The exception to this is a conflict between documents making up the Contract, in which case the Contractor shall seek a resolution from the Department based on the order of precedence

stated in Section 105.4 hereof. If the Department believes that the materials or the finished product in which the materials were used do not conform to the plans and Specifications, but believes nonetheless that the finished product is acceptable, it will then determine whether or not the work will be accepted and remain in place. If the Department believes that the work should be accepted, it will issue a Change Order confirming its determination, and may provide therein for any equitable adjustment of the basis of payment that it deems appropriate.

If, in the opinion of the Department, any material provided by the Contractor, any finished product in which the materials were used, or any work performed does not comply with the plans and specifications and has resulted in an unacceptable product, the Contractor shall, at its own expense, either cure or remove and replace the unaccepted work and material, as the Department directs.

105.04 COORDINATION OF CONTRACT PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS. Each of the Contract Documents is an essential part of this Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete set of documents necessary to complete the Project.

In the event of conflict or discrepancy among the Contract Documents, calculated dimensions will govern over scaled dimensions; Plans will govern over Standard and Supplemental Specifications; Supplemental Specifications will govern over Standard Specifications; and Special Provisions will govern over Standard Specifications, Supplemental Specifications and Plans. The order of precedence shall be as follows:

For Design Related Issues:

1. Environmental Permits
2. Environmental Permit Applications
3. Contract Change Orders
4. Part 2 – Technical Provisions
5. Part 3 –Terms and Conditions
6. Part 1- Instructions to Proposers
7. Proposal Documents

For Construction Related Issues:

1. Environmental Permits
2. Environmental Permit Applications
3. Contract Change Orders
4. Design Documents, with Special Provisions contained therein having precedence over Plans, plans having precedence over Supplemental Specifications, and Supplemental Specifications having precedence over Standard Specifications.
5. Part 2 – Technical Provisions
6. Part 3 –Terms and Conditions
7. Part 1 - Instructions to Proposers
8. Proposal Documents

Notwithstanding the foregoing, in the event of a conflict within a Contract Document or set of Contract Documents with the same order of priority (including documents referenced therein), or in the event of a conflict pertaining to the order of precedence or other conflict with Contract Documents, the Department shall have the right to reasonably determine which provision applies, and if the Department makes such determination, it shall do so promptly. Dimensions calculated by applying a scale to graphic representations shall not be considered reliable for the purposes of ordering materials or construction project elements. The Contractor shall request the Department's determination promptly upon becoming aware of such conflict.

Numerical designations of dimensions shall take precedence over dimensions calculated by applying a scale to graphic representations. Neither party to the Contract may take advantage of any obvious error or omission in the Contract. Should either party to the Contract discover such an error or omission, that party

shall notify the other party of same immediately in writing. The Department will make or require of the Engineer of Record, such corrections and interpretations of the Contract as are necessary, in its judgment, to fulfill the purposes of the Contract that are evident from examining the Contract as a whole.

If the Contract includes work that does not contain an applicable standard, the Contractor shall notify the Department of that fact in writing. If the Department's documents do not contain such a standard, the Engineer of Record shall, if possible, derive an appropriate specification from applicable AASHTO Specifications or, if necessary, ASTM Specifications. If neither of those sources provides a suitable specification, the Contractor shall seek guidance from the Department with regard to the item, and the Department will formulate a reasonable specification for the item. When compliance with 2 or more standards is specified, and the standards may establish different or conflicting requirements for minimum quality levels, the Contractor shall refer such issues to the Department for a decision before proceeding with the pertinent work.

The Contractor shall take no advantage of any apparent error or omission in the RFP, Proposal or Contract Documents. If the Contractor discovers such an error or omission, the Department shall be promptly notified. The Department will then make such corrections and interpretations necessary to fulfill the intent of the Project.

105.05 COOPERATION BY CONTRACTOR. The Department will supply the Contractor with all documents contained in Appendix B of the RFP on a compact disk (CD), this will include BTC plans, existing plans, inspection reports, specifications, contract addenda and other contract documents may be printed. The Contractor shall have available on the Site at all times during the prosecution of the Project, one printed copy of the Contract Documents, including current versions of the plans and Specifications.

The Contractor shall give the Project constant attention in order to facilitate the progress thereof, shall cooperate fully with the Department, the Department's representatives, the Departments inspectors and other Contractors. The Contractor shall promptly comply with all orders and directions of the Department.

The Contractor shall cooperate with Department in all matters relating to the Project, including review of the design of the Project and conducting of inspections during Project construction. The Contractor shall promptly supply, irrespective of the amount of work sublet, the necessary materials, equipment, tools, labor, and other incidentals to complete the Contract.

The Contractor shall at all times during Project construction have on the Site one of its employees who is thoroughly experienced in the type of work being performed, in order to supervise the work and accept directions from the Department in that regard. The Contractor shall always notify the Department of the identity of said employee representative in advance of the employee's assignment to that position. The Contractors representative shall receive orders or instructions from the Department. The Contractor's representative must have full authority to promptly execute and carry out the orders and directions of the Department within the terms of the Contract, and to supply such materials, equipment, tools, labor and incidentals as may be required by the Contract or by the Department.

a. Causes for Removal. The Department may remove the said employee representative from the project at any time if:

1. The performance of the superintendent is unsatisfactory; or
2. The superintendent is uncooperative in his relationship with the Department.

105.06 COOPERATION WITH UTILITIES (INCLUDING RAILROAD). The Department anticipates that Project construction activities will require the removal, repair, replacement or relocation of a utility appurtenance. In such instances, The Contractor shall notify the Department, all utility companies, all pipe line owners, or other parties affected, in advance of the commencement of such activity, of the anticipated nature and timing of said activity and endeavor to have all necessary adjustments of public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve

boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction in which the respective owners hold no private easements are to be relocated or adjusted by said owners in accordance with executed Construction and Maintenance Agreements/Utilities.

Temporary and permanent changes to water lines, gas lines, sewer lines, wire lines, service connections, water or gas meter boxes, water or gas valve boxes, light standards, cableways, signals and all other utility (including railroad) appurtenances within the Site, are to be made by others at no expense to the Department, except as otherwise provided for in the Contract.

It is understood that the Contractor has considered in its Proposal all of the permanent and temporary utility facilities in their present or relocated positions as specified in the Contract and as revealed by site investigation. No additional compensation will be allowed the Contractor for any delays, inconvenience, or damage sustained by it due to any interference caused by such facilities or the operation of relocating them, unless otherwise provided for in **Subsection 104.3; Differing Site Conditions**.

If the Contractor, for its convenience or for any other reason, desires a change in the location of a water line, gas line, sewer line, wire line, service connection, water or gas meter box, valve box, light standard, cableway, signal or any other utility (including railroad) appurtenances, the Contractor shall satisfy the Department that the proposed relocation will not interfere with the Contractor's or other contractors' Project operations or their ability to perform in accordance with the Project plans, and that said change will not create an obstruction or hazard to traffic. If the requested change of location is acceptable to the Department, the Contractor shall make its own request for such relocation work to the utility companies, pipe owners or other parties likely to be involved in or affected by said work. Such relocation work shall be done at the Contractor's expense.

In general, the BTC Plans indicate the approximate locations of the various existing utility items which may require relocation or adjustment. All underground construction required under the Contract for new or existing electric and/or telephone related facilities shall be performed by a contractor approved by the respective utility company. The Contractor may perform this work if it has been so-approved; otherwise, the Contractor shall retain a firm that has been approved for such work. The work involved would include all adjustments to utility manholes, frames and grates, as well as the utility lines themselves. Prior to the preconstruction conference, the Contractor shall submit to the Department written statements from the respective utility companies that the firm or firms selected by the Contractor are approved for such work. See **Special Provision Code 105.2000**.

Prior to commencing work, the Contractor shall make arrangements to protect the properties of railway, telegraph, telephone, water, gas, and power companies, or other property, from damage that could result in considerable expense, loss, or inconvenience.

In addition, the Contractor shall notify each utility owner and/or municipality whose facilities might be affected by its work sixty (60) days in advance of the commencement of such work. This notification shall also request the respective utility owner and/or municipality to assign a representative to be present at the site of the work during the period of the Contractor's operations.

The locations and depths of existing utilities as shown on the Plans are approximate and should not be relied upon by the Contractor. The Contractor shall check and verify the location of all existing utilities, both underground and overhead, before proceeding to commence the work or order materials. Excavation shall be in accordance with all statutes, ordinances, and regulations of the Municipality, State or Federal Government that may be applicable. The Contractor is specifically required to follow the Dig Safe process. Damage to existing utilities which are shown on the Plans or located by the respective utilities in accordance with the Dig Safe process shall be the sole responsibility of the Contractor.

The Contractor shall cooperate with the utility owners in the removal and rearrangement of any underground or overhead utilities in order that these operations may progress in a reasonable manner; that duplication of rearrangement work may be reduced to a minimum; and that services rendered by the utility owners will not be unnecessarily interrupted.

The Contractor shall schedule its operations in such a manner as to minimize interference with the

operations of the utility companies or local governments in effecting the installation of new facilities, as shown on the plans, or the relocation of their existing facilities. The Contractor shall consider in its bid all permanent and temporary utility appurtenances in their present or relocated positions and any installation of new facilities required for the Project. The Department will not pay any additional compensation to the Contractor for delays, inconvenience or damage sustained by the Contractor due to (i) interference with Project construction caused by the location, condition or operation of utility (including railroad) appurtenances or (ii) the installation, removal, or relocation of such appurtenances; and the Contractor may not make a claim for any such compensation.

Whenever the Department determines that the relocation or adjustment of poles or the overhead plant of public or private utilities (including railroad facilities) is dependent upon the completion of certain required Contract activities, the Contractor shall complete those activities within a reasonable length of time.

In the event of interruption to water or utility services as a result of accidental breakage or of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate fully in the restoration of such services.

If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

The Contractor shall prevent damage to pipes, cables, and other utilities. Repairs to damaged utilities caused by carelessness or omissions on the Contractor's part will be corrected at the Contractor's expense. The damaged facilities shall be restored to a condition similar or equal to that existing before the damage occurred. If the Department determines that adjustment or relocation of utilities is necessary to accommodate construction, the Department will make necessary arrangements with the owner if the work is not otherwise provided for in the Contract.

If the Department determines that adjustment of utility facilities is necessary to accommodate construction, and the adjustment work is not provided for in the Contract, the Contractor will be paid for the work in accordance with **Subsection 109.4; Differing Site Conditions, Changes, Extra Work, and Force Account Work**. When the Contractor is required by the Department to relocate utility appurtenances, such work will be paid for as extra work unless specific bid items for such work appear in the Contract.

Coordination with Work by Other Parties: The Contractor shall make every effort to perform its Project work so as not to interfere with other work for the State or other parties. In the case of a dispute with another contractor working for the Department concerning their work for the State, or in the case of a conflict between their planned operations or the needs of their work or projects, the Contractor shall bring that dispute or conflict to the Department's attention, and the Department shall decide how it shall be resolved. The Department's decision shall be binding upon all of the contractors working for the Department who are involved in the matter.

The Contractor shall, as far as possible, schedule and otherwise plan and arrange its work, and place and dispose of its Project materials, so as not to interfere with the operations of other contractors working for the State. The Contractor shall, as necessary to accomplish this goal, coordinate and schedule its work in the way that will interfere least with the work of other parties.

If the Contractor's work or activities under the Contract come into conflict with other activities or work for the State, any financial or other liability arising from such conflicts shall be the Contractor's; and the Contractor shall protect and save harmless the State from any and all damages or claims, and the costs of defending same, which may arise because of inconvenience, delay, financial hardship, or injuries caused to the Contractor or to other contractors as a result of such conflicts, unless:

(a) The Contractor notifies the Department of such conflicts as soon as the likelihood of such a conflict becomes apparent; or, if such likelihood could not have been foreseen earlier, then as soon as the conflict becomes apparent.

(b) The Contractor waits for direction from the Department as to how the conflict should be avoided or resolved, and the Contractor does not proceed with the work affected by the conflict until the Department has provided the Contractor with such direction.

(c) The Contractor follows the directions given by the Department for avoiding, resolving, or minimizing the conflict.

The Contractor shall be responsible for the completion of its Contract work, regardless of any interference with, or delay of, that work that may be caused by the presence or activities of other contractors working for the State.

b. Contractor Coordination with U.S. Postal Service. The Contractor shall notify and coordinate with the U.S. Postal Service in situations where existing U.S. Postal Boxes (mail drop/collection boxes) within the limits of the Contract are to be removed and reset to allow for sidewalk/curbing construction. This requirement applies only in the case of standard U.S. Postal Service main drop boxes; it is not applicable for the removal and resetting or replacement of private mailboxes. The removal and resetting of U.S. Postal Service mail drop boxes must be conducted only by the U.S. Postal Service, and therefore, a reasonable time allowance must be provided by the Contractor to allow the Postal Service to complete the removal prior to start of construction. Finally, the Contractor shall coordinate with the Post Office when construction is complete and acceptable such that the boxes may be reset.

c. Contractor Coordination with Narragansett Bay Commission. The Contractor must obtain a sewer facility alteration permit from the Narragansett Bay Commission prior to undertaking any work that affects sanitary sewer facilities that fall within NBC jurisdiction. The permit will be issued through the NBC and can be obtained at the location indicated in **Special Provision Code 105.1000** of the Contract.

105.07 COOPERATION BETWEEN CONTRACTORS. The Department reserves the right to contract for and perform other or additional work on or near the work covered by the Contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct its work without interfering or hindering the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed by the Department.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract and shall protect and save harmless the Department from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced because of the presence and operations of other contractors working within the limits of the same project unless otherwise provided for under **Subsection 104.3; Differing Site Conditions.**

The Contractor shall arrange the work and shall place and dispose of the materials being used without interfering with the operations of the other contractors within the limits of the same project. The work shall be coordinated with that of the others in an acceptable manner and shall be performed in proper sequence with that of the other contractors.

105.08 CONSTRUCTION STAKES, LINES, AND GRADES. The Contractor will set construction stakes establishing lines, slopes, profile grades, centerline and benchmarks for roadwork, bridge work, culvert work, protective and accessory structures, and appurtenances. These stakes and marks shall constitute the field control by which the Contractor shall establish other necessary controls and perform the work.

The contractor will maintain construction lines, points and grade staking to assure accurate and proper control of the work and to verify final grades and construction lines. The Contractor shall be held responsible for preserving all stakes and marks, and if the stakes or marks are destroyed or disturbed by the Contractor, the responsibility of replacing them will be borne by the Contractor at his own expense.

The Contractor will be responsible for the accuracy of lines, slopes, grades, and other engineering work set forth under the contract documents and the provisions of **SECTION 934; FIELD CONTROL AND CONSTRUCTION LAYOUT.**

105.09 PROJECT QUALITY ASSURANCE:

1. **Quality Assurance Program Elements:** Quality Assurance ("QA") is an umbrella term that includes all activities performed to ensure that the quality of a product is good and sufficient for its purpose.

QA is the responsibility of both the Contractor and the Department. To ensure that goals for Project quality will be met, the Department has established overall Quality Assurance requirements for D-B projects. This includes a Design QA Program to address quality in the design process and a Construction QA Program to ensure the quality of construction, comprised of the elements below.

A. Design QA Program: The Design QA Program for D-B projects includes the following elements:

- Design Quality Control ("QC") system
- Design Acceptance/Approval system

B. Construction QA Program: The Construction QA Program for D-B projects includes the following core elements:

- Construction Quality Control ("QC") system
- Construction Acceptance system
- Independent Assurance ("IA")
- Qualified/Accredited Laboratories
- Qualified/Certified Inspection & Testing Personnel

2. Quality Assurance Program Responsibilities

A. Contractor Responsibilities: The Contractor shall establish and implement a QC System consisting of a Quality Management Plan ("QMP") and Quality Control Plans ("QC Plans"), in order to ensure that the Project work fulfills the Contract design and construction requirements. The QMP shall provide a comprehensive description of the planning, monitoring and reporting program that the Contractor will implement to ensure and document the quality of its work. The QCPs, if required, shall supplement the QMP in addressing specific activities, as outlined in the QC Plan specifications. They shall at a minimum provide additional information concerning Design & Construction QC activities, qualified /accredited laboratories, and qualified/certified inspection & testing personnel, inspections, sampling and testing, and other specific requirements for ensuring that Project work meets Contract requirements. Refer to Part 2 Appendix A.01 of the RFP for the requirements regarding QMP and QC Plans.

B. Department Responsibilities: The Department will be responsible for Design Acceptance and Approval actions, Construction Acceptance actions, and IA evaluations. One of the Department's roles in the Project is to provide verification of the quality of materials and workmanship through Acceptance inspection, sampling and testing. The Department is also responsible for IA inspection, sampling and testing in order to periodically evaluate the reliability of the Department's Acceptance personnel and equipment and the Contractor's QC personnel and equipment.

The Department has an interest in performing, and a duty to perform, due diligence on behalf of the public in auditing the processes and selected elements of the Project. The Contractor and its agents shall aid the Department as much as is practicable in its Acceptance inspection and testing, monitoring of the Contractor's Quality Control activities, and periodic IA evaluations. While the Department will be performing Acceptance inspection and testing of the work, independent of the Contractor's QC System, the Contractor maintains sole responsibility for quality, safety, compliance of the Project and Project work.

The Department intends to work cooperatively with the Contractor to establish procedures for resolving issues in a timely manner consistent with Sections 105.1 and 105.5 of the general provisions of this Contract. This topic will be discussed in detail at the Preconstruction Meeting. At each point in the course of the Project at which specific reviews, inspections or approvals by the Department are required, the Contractor shall not proceed beyond that point until the Department has completed such review, inspection or approval or waived in writing its right to review, inspect or approve the subject work or component.

The Department reserves the right to check QC laboratory testing equipment, personnel procedures and compliance assurance techniques against specified standards under the IA program. The Department

also reserves the right to access the QC laboratory facilities, at no additional cost to the Department, for the purpose of observing QC testing, and to verify compliance of the testing procedures, testing techniques, and test results with the requirements of the Contractor's approved QC System. The QMP will take into account and comply with the requirements of the applicable version of the Standard Specifications relating to testing facility requirements for Department inspectors and technicians.

105.10 AUTHORITY AND DUTIES OF RESIDENT ENGINEER As the representative of the Department, the Resident Engineer has immediate charge of the engineering details of each construction project and is responsible for the administration and satisfactory completion of the project. The Resident Engineer is delegated commensurate authority by the Department and is, thereby, authorized to reject defective material and to suspend any work that is being improperly performed. The Resident Engineer is authorized to make changes that involve increases or decreases in quantities not greater than ten-percent of the corresponding values that appear in the Proposal. The Resident Engineer is not authorized to make changes in any design element or project specification; or to make increases or decreases in quantities greater than ten-percent of the corresponding values that appear in the Proposal.

Authority of Department Inspectors: Inspectors employed by the Department are authorized to inspect all work done and all materials furnished for Project construction. Such inspection may extend to any part of the Project work, and to the preparation or manufacture of the materials to be used for same. In case of any dispute arising between the Contractor and the inspector as to materials furnished or the manner of performing work, the inspector has the authority to reject material or stop the work until the dispute can be referred to and decided by the Department. The inspector is not authorized to revoke, alter, enlarge, relax, or release any requirements of the Contract, nor to approve nor accept any portion of the Contract work, nor to issue instructions contrary to the Contract. The inspector shall in no case act as a foreman or fulfill other duties for the Contractor. Any advice that the inspector may give to the Contractor shall not be construed as binding the Department in any way, nor as releasing the Contractor from its obligation to fulfill the terms of the Contract.

The conducting, failure to conduct, sufficiency, or accuracy of any inspection does not relieve the Contractor of its responsibility to perform the Project work properly, to monitor its work and the work of its subcontractors, and to institute and maintain Quality Control procedures appropriate for the proper execution of Project work.

105.11 INSPECTION OF WORK. All materials and each part or detail of the work shall be subject to inspection by the Department. Such inspection may include mill, plant, shop or other types of inspection; and any material furnished under the Contract is subject to such inspection. The Department shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

The Contractor shall always notify the Department in writing of its intention to perform work (including fabrication) on the Project, including the nature of the particular work it intends to perform, at least five (5) days before the Contractor commences that work. If, after receiving such notice, the Department decides that it needs more than five(5) days to arrange for and conduct inspection related to that work, it shall so notify the Contractor, and the Contractor shall refrain from commencing the work until the Department has arranged for such inspection. The Contractor may not commence any portion of its work without prior related inspection by the Department unless the Department agrees otherwise. In the absence of such advance agreement by the Department, any work done, or material used without inspection by a Department representative may be ordered exposed for examination and testing, and then corrected or restored, all at the Contractor's expense. In addition, the Contractor shall notify the Department in writing by 12:00 PM (noon) each Friday of all scheduled construction activities for the following week. Scheduling is to be consistent with the critical path and milestones established by the Contract.

If requested by the Department, the Contractor, before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Contract. Should the work thus exposed or examined prove acceptable, the uncovering, removing, and replacing the covering, or making good of the parts removed will be paid for as Extra Work. Should the work so exposed or examined prove unacceptable, the uncovering,

removing, and replacing of the covering, or making good of the parts removed, shall be at the Contractor's expense.

Work performed or materials used without supervision or inspection by an authorized Department representative as a result of failure of the Contractor to notify the Department may be ordered removed and/or replaced at the Contractor's expense.

When any unit of government or political subdivision, utility or railroad corporation is required to accept and/or pay a portion of the cost of the work covered by this Contract, its representatives shall have the right to inspect the work. Such inspection shall not make any unit of government or political subdivision, utility, or railroad corporation a party to this Contract, and shall in no way interfere with the rights of either such party.

105.12 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. Work which does not reasonably conform to the requirements of the Contract will be considered unacceptable, unless otherwise determined acceptable under the provisions of Subsection 105.3; Conformity with Plans and Specifications.

Unacceptable work, whether the result of poor workmanship, use of defective materials, or damage through carelessness, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner at the Contractor's expense.

No work shall be done without appropriate lines and grades having been established in the field. Work performed contrary to the instructions of the Department; work performed beyond the lines and grades shown on the Plans, or as otherwise provided; or any extra work performed without authority, will be considered as unauthorized work and will not be paid for under the provisions of the Contract. Work so performed may be ordered removed and/or replaced at the Contractor's expense.

If the Contractor fails to promptly comply with any order of the Department made under the provisions of this Subsection, the Department is authorized to require unacceptable work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs incurred thereby from any monies due or to become due the Contractor.

105.13 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of equipment or materials on public roads beyond the limits of the project. A special permit will not relieve the Contractor of liability for damage which may result from the moving of such equipment or materials.

The operation of equipment for hauling loads which cause damage to structures or the roadway, or to any other type of construction, will not be permitted. Handling or hauling of materials over the base course or surface course under construction shall be limited as directed by the Department to prevent damage to the pavement structure. No loads will be permitted on a concrete pavement, base or structure before the concrete has attained its required strength unless otherwise authorized in writing by the Department.

(a) Vehicle Weights: This sub-Section will apply to travel both on existing pavements and pavements under construction. The Contractor shall comply with all legal load restrictions as to vehicle size, the gross weight of vehicles, and the axle weight of vehicles while hauling materials. Throughout the duration of the Contract, the Contractor shall take precautions to ensure existing and newly-installed roadway structures and appurtenances are not damaged by construction vehicles or operations.

Unless otherwise noted in the Contract, on- and off-road equipment of the Contractor, either loaded or unloaded, will not be allowed to travel on any bridge or highway when such a vehicle exceeds the statutory limit or posted load limit of such bridge or highway. Should such movement of equipment become necessary, the Contractor shall apply for a permit from the State for such travel in conformance with state regulations. A detailed description of the movement of any such vehicles within the Project limits or on detour routes shall be submitted to the Department for Project records. Such permit or submittal will not excuse the Contractor from liability for damage to a bridge or highway caused by its equipment.

The Contractor is subject to fines, assessments and other penalties that may be levied as a result of violations by its employees or agents of the legal restrictions as to vehicle size and weight.

(b) Storage of Construction Materials or Equipment on Structures: Equipment when not operating and material

when not in the process or being installed is deemed to be storage or in storage. The Contractor shall not exceed the statutory limit or posted limit for either an existing or new structure when storing materials or construction equipment. When such restrictions are not posted on a structure, then the maximum weight of equipment or material stored in each twelve-(12-) foot-wide travel lane of any given span shall be limited to seven hundred and fifty (750) pounds per linear foot combined with a twenty-thousand- (20,000-) pound, concentrated load located anywhere within the subject lane. If anticipated storage of equipment or material exceeds the above limits, then the Contractor shall submit his proposal of storage, supported by calculations stamped by a Professional Engineer registered in the State of Rhode Island, to the Department for approval at least fourteen (14) days prior to the storage operation. Operations related to structural steel demolition or erection shall follow the guidelines in the Rhode Island Department of Transportation Standard Specifications as amended under this Contract. All other such submittals shall include a detailed description of the material and equipment to be stored, the quantity of storage (if it is stockpiled materials), the storage location, the gross weight (with supporting calculations if applicable), the anticipated duration of storage, and any environmental safety, or traffic protection that may be required. Storage location on the structure shall be clearly defined in the field. If structures are in a state of staged construction or demolition, additional structural analysis may be required prior to authorization of storage.

105.14 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the project is substantially complete. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway or structures are kept in satisfactory condition.

If the Contract requires the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

Cost of maintenance work during construction and before the project is substantially completed is contained within the Contract unit prices of the various pay items and the Contractor will not be paid an additional amount.

105.15 OPENING SECTIONS OF PROJECT TO TRAFFIC. Opening of sections of the work to traffic prior to completion of the entire Contract may be desirable from a traffic service standpoint; or may be necessary due to conditions inherent in the work, or by changes in the Contractor's work schedule; or necessary due to conditions or events unforeseen at the time of the Contract award. Such openings to traffic shall be made when ordered by the Department. Under no condition shall the openings constitute acceptance of the work or a waiver of any provisions of the Contract.

The Contract will state which sections shall be opened to traffic prior to completion of the Project. On any section opened by order of the Department, whether covered in the Contract or not, the Contractor shall not be required to assume any expense in maintaining the road for such traffic. Such expense will be borne by the Department or compensated for in accordance with **Subsection 109.4; Differing Site Conditions, Changes, Extra Work and Force Account Work.**

If, however, the Contractor is dilatory in completing shoulders, drainage structures, or other features of the work, the Department may notify the Contractor in writing and establish a period of time in which the work should be completed. If the Contractor is dilatory or fails to make a reasonable effort toward completion in this period of time, the Department may order all or a portion of the project opened to traffic. On sections which are so ordered to be opened, the Contractor shall conduct the remainder of the construction operations to cause the least obstruction to traffic. Costs incurred due to the dilatory nature of the Contractor's response to instructions of the Department shall be borne solely by the Contractor.

On any section opened to traffic under the above conditions, whether stated in the Contract or opened by necessity of Contractor's operations, or unforeseen necessity, damage to the highway not attributable to traffic that occurs (except slides) shall be repaired at the expense of the Contractor. The removal of slides shall be done by the Contractor on a basis determined by the Department prior to removal.

Unless otherwise specified, the Contractor shall schedule pavement removal such that no location shall remain unpaved for longer than ten (10) working days. This means that once the Contractor commences

with the removal of existing full depth pavement from any location where traffic flow is to be maintained, he must restore the roadway with no less than a full depth bituminous base course at that particular location within 10 working days. In the case of partial depth pavement removal (cold planning/milling), the Contractor shall schedule the pavement removal such that no location shall remain without a new bituminous asphalt layer for longer than seven (7) calendar days.

105.16 FURNISHING RIGHT-OF-WAY. The Department is responsible for securing Rights-of-Way in advance of construction. Exceptions will be indicated in the Contract.

105.17 FAILURE TO MAINTAIN ROADWAY OR STRUCTURE. If the Contractor fails to comply with the provisions of Subsection 105.13; Maintenance During Construction, the Department will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Department may immediately proceed to maintain the project. The entire cost of this maintenance will be deducted from monies due or to become due the Contractor.

105.18 ACCEPTANCE.

a. Partial Acceptance. When the Contractor substantially completes a unit or portion of the work in accordance with the definition of **Substantial Completion**, the Contractor may request an inspection of that unit or portion of the project. The Department's inspection shall disclose the following:

1. Work not started but required to be completed.
2. Incomplete work, the completion of which is required.
3. Unsatisfactory work, the correction of which is required.

The Department shall provide the Contractor with a report containing the results of this inspection along with instruction for completing the construction of the unit or portion of the work under consideration. The Contractor shall immediately comply with these instructions. Upon completing and correcting the work, the Contractor may request another inspection.

If, upon completion of this second inspection, the Department finds that the unit or portion of the work has been satisfactorily completed in compliance with the Contract, the Department may accept that unit or portion of the work as physically completed, and the Contractor may be relieved of further responsibility for such unit or portion of the work, provided that the Contractor agrees to deliver full documentation, certificates and proofs of compliance for said work during final acceptance.

If, however, during this second inspection the Department finds any incomplete or unsatisfactory work, no partial acceptance will be granted, and acceptance of the unit or portion of the work must await the final acceptance of the entire project.

Partial acceptance shall not void or alter any of the terms or provisions of the Contract.

b. Final Acceptance. Final acceptance of the project will be made by the Department on behalf of the State when the Contractor has completed the project in full accordance with the definition for "Completion" contained in **Section 101**. The procedure for obtaining final acceptance follows:

1. When the Contractor determines that the work of the Contract is substantially completed in accordance with the definition of "Substantial Completion" contained in **Section 101**, the Contractor shall notify the Department of this fact.

2. Within 30 calendar days of the Contractor's official notice, the Department will schedule a time and date for an inspection.

3. The Department's inspection shall take place at the time and date established in subparagraph (2), above.

4. Within 60 calendar days of the inspection, the Department will notify the Contractor, in writing, as to the following:

- (a) Any outstanding work items that remain to be completed.
- (b) Any unsatisfactory work that must be corrected.
- (c) The required submission of any and all executed documents, certificates, or proofs of compliance as required by the Contract.

Subparagraphs (a), (b), and (c), above, constitute the Department's so-called, "punch list."

5. The Contractor shall complete the work, correct unsatisfactory work, submit the required documents, and comply with all directions contained in the Department's "punch list" within 60 calendar days of the date of the Department's transmittal to the Contractor of said "punch list" except that;

If, during the progression of these 60 calendar days for the Contractor to complete the work, the date of December 15th is encountered, said progression of days shall stop, and shall not again be resumed until the date of the following April 15th is encountered, the intervening 120 days being designated as winter "shut down" time.

6. At the conclusion of the 60 calendar days for the Contractor to complete the work, the progression of which is defined above, the Department shall make another inspection of the work. If the Department determines that the work of the Contract has been satisfactorily completed in full accordance with "Completion" as defined under **Section 101**, such inspection shall constitute the Final Inspection. In such event, the Department will make final acceptance of the project on behalf of the State and shall notify the Contractor in writing of this acceptance as of the date of the aforementioned Final Inspection.

If, however, this second inspection discloses that work remains to be completed, unsatisfactory work remains to be corrected, and documents remain to be submitted, the process will revert to that of **Para. b.4**, above, and proceed accordingly; with the additional stipulation that liquidated damages will commence on the date of the second inspection and will remain in effect until final acceptance is subsequently achieved, all as hereinafter provided for in **Subsection 108.8; Failure to Complete on Time**.

105.19 CLAIMS FOR ADJUSTMENTS AND DISPUTES.

a. **Notification.** The Contractor is not entitled to file a claim in accordance with this section unless it has complied with the notice provisions of subsection 104.2, "Request for Change" (RFC).

b. **Submission.** Claims must be submitted in writing to the Engineer within 30 calendar days of receipt of the Engineer's denial of the Contractor's request for a Contract change. Failure to submit a claim as provided above shall constitute a waiver of entitlement to compensation and/or time adjustment.

c. **Documentation of Claim.** A claim shall be in sufficient details to enable the Engineer to determine the basis for entitlement and the compensation and time extension due, if applicable. The following information shall be included in the claim submitted:

- 1. A detailed factual statement of the claim providing all relevant dates, locations and items of work affected by the claim
- 2. The date that the actions resulting in the claim occurred or the conditions resulting in the claim became evident.
- 3. A copy of the Contractor's notification submission under subsection 104.2 RFC.
- 4. The name and title of each Department employee knowledgeable about facts that gave rise to such claim.
- 5. The name and title of each Contractor or employee knowledgeable about facts that gave rise to such claim.
- 6. The specific provisions of the Contract or employee knowledgeable about facts that gave rise to such claim.
- 7. The identification of any pertinent documents, and the substance of any material or

communications relating to the claim.

8. A statement whether the additional compensation or extension of time is based on the provisions of the Contract or an alleged breach of Contract.

9. If an extension of time is also sought, the specific days for which it is sought and the basis for such claim as determined by an analysis of the accepted construction schedule.

10. The amount of additional compensation sought and a breakdown of that amount.

11. A copy of the Contractor's Time Extension Request under Section 108.7 and supporting documents, if the claim includes delay.

d. **Certification.** In addition to the information required in 105.19 (3), the Contractor's claim must be accompanied by the following signed certification. The Contractor's failure to provide this certification will constitute a waiver of the Contractor's entitlement to compensation or a time extension for each claim.

CERTIFICATE OF CLAIM

The undersigned (Name and Title of Officer of the Contractor) certifies that the documentation is submitted in good faith, that the information provided is accurate and complete to the best of (the Contractor's) knowledge and belief, and that the compensation and time extension requested are accurately reflected in the subject claim.

Name and Title

Company

Date Signature

Notarized

e. **Review of Claims.** The Engineer will acknowledge in writing receipt of the claim to the Contractor and will initiate the claim review process. During the 4 claim review process, the Contractor shall provide the Engineer access to and, if requested, copies of any supporting documentation, including but not limited to the following documents:

1. Daily time
2. sheets and foreman's daily reports.
3. Union agreements, if any.
4. Insurance, welfare, and benefits records,
5. Certified Payroll register
6. Earnings records.
7. Material invoices, purchase orders, and material and supply acquisition Contracts.
8. Material cost distribution worksheets.
9. Equipment records (list of company equipment, rates, etc.) Vendor rental agreements
10. Subcontractor payment certificates and invoices.
11. Canceled checks, receipts of electronic payments, and other supporting documentation to verify payroll payments and payments to vendors, suppliers, or subcontractors.
12. Job cost report
13. Job payroll ledger.

The Contractor's failure to provide this access or copies as requested will constitute a waiver of the Contractor's entitlement to compensation or a time extension for the claim.

105.20 PROCEDURE FOR CLAIMS AND DISPUTES.

No claim shall be allowed against the State unless the Contractor met the notification procedures in Subsection

104.2.

1. The Contractor and the Department mutually agree that conditions precedent to the filing of a lawsuit include:

a. Participation in the Department's internal claim resolution process; and, if unresolved at the conclusion of the Department's internal claim resolution process,

b. Mediation or other mutually acceptable Alternative Dispute Resolution (ADR) procedures.

c. The Mediator's costs and expenses associated with these ADR methods shall be borne by all parties equally.

d. Each party shall bear its own costs in preparation and participation of these conditions precedent to the filing of a lawsuit.

2. If such efforts are unsuccessful, claims may be adjudicated either through binding arbitration or litigation in accordance with State Law. Any party bringing an action under this section shall be entitled to an award of prejudgment interest beginning with the filing date of such court action or date of demand for arbitration. Said interest shall be computed daily to the date of payment and shall be compounded annually. Pre judgement and post judgement interest shall be calculated in accordance with RI Gen. Laws §37-13.1-1, et seq.

105.21 PROJECT DELAYS.

a. General Conditions Concerning Delays. Given the nature and extent of costs arising out of work that has been delayed, and the intent of both the Contractor and the State to promptly assign responsibility for such delay and to have all associated costs as fully documented as possible, strict adherence to the provisions of this Subsection is a condition precedent to the Contractor's entitlement to additional compensation or an extension of time because of project delays.

b. Notification of Delay. Within 30 calendar days of any Department action or omission which the Contractor believes has delayed or may delay the project, the Contractor shall notify the Resident Engineer of such a delay and indicate whether it intends to file a request for delay costs. The Contractor shall confirm such notification in writing to the Department within 5 calendar days of its notification to the Resident Engineer.

c. Procedures. Upon notifying the Resident Engineer, the Contractor shall keep daily records of all non-salaried labor, material and equipment expenses for all operations that are allegedly affected by the delay. The Contractor shall also identify in the daily records each operation affected by the delay and the station location of each such operation. The Department will also keep daily records. Each Monday, the Contractor shall compare the previous week's daily records with those maintained by the Department. The Contractor shall report to the Department within 10 calendar days of each such comparison all disagreements with Department records.

Failure to meet to review the Department's records or to report disagreements between the two sets of records will constitute the assumption that the Department's records are accurate.

Delay costs allegedly incurred prior to notifying the Resident Engineer that operations have been delayed will not be allowed.

1. Each Monday, the Contractor shall prepare and submit written reports to the Resident Engineer regarding alleged delays which contain the following information:

a. Number of days behind schedule.

b. Identify all operations that have been delayed or will be delayed.

c. Explain how the Department's act or omission delayed each operation and estimate the amount of time required to complete the project.

d. Itemize all extra costs being incurred, with explanations for each such cost.

2. Within 15 calendar days of the termination of an alleged delay, the Contractor shall submit a report to both the Resident Engineer and the Department containing the following information:

- a. A description of the operations that were delayed. Documentation and explanation of how the Department caused the delay to include the reports of all scheduling experts or other consultants, if any; and
- b. An as-built chart, or other graphic depiction of how the operations were delayed.
- c. An item-by-item calculation and explanation of extra costs being sought.

3. The Department will review the Contractor's submission and any reports prepared by the Resident Engineer. A written decision will be provided to the Contractor within 60 days of the receipt of the Contractor's submission. If the Department determines that the Department is responsible for delays to the Contractor's operations, an equitable adjustment to the Contract will be authorized in accordance with **Subsection 109.10; Compensation for Project Delays.**

105.22 WORK ZONE TRAINING. The Contractor's TMP Implementation Manager and all other Contractor/Subcontractor personnel responsible for the setup, operation, maintenance, inspection, movement and/or breakdown of temporary traffic control devices shall be trained in accordance with the Department's "Training Guidelines for Personnel Responsible for Work Zone Safety & Mobility" and shall possess a certificate of satisfactory completion of such training. Training shall be at a level appropriate to the individual's job responsibilities and to the job decisions the individual is required to make and shall be completed prior to the commencement of work.

105.23 REQUEST FOR INFORMATION (RFI). An RFI is a document submitted by the Contractor requesting clarification of a portion of the Contract Documents or a field condition. All such requests shall include a detailed written statement indicating the specific Drawings or Specifications to be clarified and the clarification requested. In addition, the Contractor shall:

1. Clearly state the item to be clarified, provide background information as appropriate, and explain why a response is needed.
2. Identify Drawings by Drawing number and location on the sheet.
3. Identify Specifications by Section number, page and paragraph.
4. Provide description of the field condition requiring clarification.
5. Present Contractor's interpretation or understanding of the requirement.
6. Include possible solution by text and/or drawings.

Improper RFIs are defined as:

1. RFIs that are not complete.
2. RFIs that request information that is clearly shown on the Contract Documents.
3. RFIs that do not comply with the definition of an RFI as indicated above.

Improper RFIs will be returned unanswered.

Delays caused by improper RFIs are the sole responsibility of the Contractor. The Contractor is not entitled to additional time or monetary compensation as a result of such delays.

a. RFI Submission. RFIs are to be entered by the Contractor into the electronic system as described for the project. The Contractor shall ensure all attachments are fully legible after download. Each page of attachments to RFIs shall bear the RFI number.

RFIs shall be originated by the Contractor. RFIs from subcontractors or material suppliers shall be submitted through, reviewed by, commented on, numbered, logged, and signed by the Contractor prior to submission to the Department.

The Contractor shall carefully study the Contract Documents to determine that the requested information is not available therein. RFIs which request information available in the Contract Documents will be deemed improper, as defined above.

RFIs shall be identified and submitted by the Contractor in a timely fashion in order to not cause delay to the Project. Any delays due to the untimely submission of RFIs will be the responsibility of the Contractor.

RFIs shall not be used for the following purposes:

1. To request approval of submittals.
2. To request approval of substitutions.
3. To request different methods of performing work than those drawn and specified.
4. To request changes to the Contract Documents.
5. To request additional cost or credit.
6. As routine written communications between the Department and the Contractor.
7. To reply to notices issued by the Department.
8. To clarify subcontract bid questions.
9. For any other purpose not listed in this Specification.

b. RFI Response. RFIs do not automatically justify a cost increase in the work or a change in the Project Schedule. Answered RFIs shall not be construed as approval to perform extra work.

Responses from the Department will not change any requirement of the Contract Documents. If the Contractor believes that a response to an RFI will cause a change to the requirements of the Contract Documents, the Contractor shall immediately give written notice to the Department stating that the Contractor considers the response to require a Change Order. Failure to give such written notice immediately shall waive the Contractor's right to seek additional time or compensation.

The Contractor shall allow the Department 14 days review and response time for RFIs.

105.24 Welding: The Contractor shall ensure that all welding of materials permanently incorporated into the Project, and welding of materials used temporarily during Project construction, is performed in accordance with the following codes as applicable to the type of construction. Where two or more codes govern, the more stringent shall control:

1. American Welding Society (AWS) Structural Welding Code – Steel – ANSI/AWS D1.1: Miscellaneous steel items statically-loaded, including, but not limited to: railings; sign supports; cofferdams; tubular items; and modifications of existing statically-loaded structures.
2. AWS Structural Welding Code – Aluminum – AWS D1.2/D1.2M: Any aluminum structure or member, including, but not limited to, brackets, light standards, and poles.
3. AWS Structural Welding Code – Sheet Steel – AWS D1.3/D1.3M: Sheet steel and cold-formed members 0.18 in.(4.6 mm) or less in thickness used, for instance, as decking and stay-in-place forms.
4. AWS Structural Welding Code – Reinforcing Steel – AWS D1.4/D1.4M: Steel material used in the reinforcement of cast-in-place or pre-cast Portland cement concrete elements, including, but not limited to, bridge decks, catch basin components, walls, beams, deck units, and girders.
5. AASHTO/AWS – Bridge Welding Code, AASHTO/AWS D1.5/D1.5M: Steel highway bridges and other dynamically-loaded steel structures, including, but not limited to, sign supports and any other fracture-critical structures.

The edition governing the Project shall be the one that was in effect on the date that the Contract was advertised for solicitation of Proposals.

The Contractor is responsible to provide a Certified Welding Inspector in accordance with the above-noted codes. The cost for this service is to be deemed included in the general costs of the Project.

All welders must be certified by the Department in conformance with Section 824 of the Standard Specifications as amended.

SECTION 106

CONTROL OF MATERIAL

106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. Materials used on the work shall meet all quality requirements of the Contract and the "Master Schedule for the Preparation of a Project Schedule for Sampling, Testing, and Certification of Materials". In order to expedite the inspection and testing of materials, the Contractor shall notify the Department of the proposed sources of materials prior to delivery. At the option of the Department, materials may be approved at the source of supply before delivery is started. If, after trial, it is found that sources of supply which have been approved do not produce a reasonably uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish materials from other sources and shall use such approved materials to replace any previously-furnished materials rejected by the Department. All materials shall be new unless otherwise specified in the Contract

No material which, after approval, has become unfit for use shall be employed in the work.

The Department reserves the right to retest all materials which have been previously tested and accepted at the source of supply and delivered to the site. However, prior to incorporation into the work the Department may reject all such materials which, when retested, do not meet the requirements of these Specifications, or those established for the specific project.

a. Buy American Requirements for Domestic Steel and Iron Products. In accordance with the US Code of Federal Regulations Title 23, only such permanently incorporated steel materials as have been manufactured in the United States will be used on all projects.

Bidders are advised that the Contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel materials.

1. Certification of Steel. All manufacturing processes of the steel material in a project (i.e., smelting, and any subsequent process which alters the steel material's physical form or shape or changes its chemical composition) must occur within the United States to be considered of domestic origin. This includes processes such as rolling, extruding, machining, bending, grinding, drilling and the application of coatings, including iron.

2. Minimal Use of Foreign Steel. Section 635.410(b)(4) of Title 23 CFR permits a minimal amount of foreign steel to be incorporated into a Federal-aid project. This amount is defined as one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The cost of the foreign steel is defined as its value delivered to the project. The Contractor shall submit copies of paid invoices for the foreign steel and iron products.

Additionally, the FHWA has granted a nationwide waiver of the requirements of 23 CFR 635.410, Buy America requirements, for the production of pig iron and processed, pelletized, and reduced iron ore. Items not specifically included in the waiver remain subject to the Buy America requirements. The Contractor may request the Department to seek from the FHWA a further waiver of said requirements, but it shall be at the sole discretion of the Department whether or not to seek such a waiver.

The Department will not pay the Contractor for additional costs incurred for of its proposed design or construction due to measures that the Contractor takes to meet Buy America requirements. Materials not meeting the Buy America requirements may not be incorporated into the Project unless a related waiver has been obtained. The Contractor shall submit all requests for such waivers to the Department. If the Department

determines that a waiver or pursuit of a waiver is counterproductive to the Project, the Department may unilaterally reject the request without forwarding it to the FHWA. Any time or cost expended due to pursuit of such a waiver is the sole responsibility of the Contractor. The Contractor should not assume in formulating its Price Proposal that any such waiver will be granted for the Project.

When the Contractor proposes to use materials from a source not currently approved by the Department, the Contractor shall submit as a prerequisite to consideration of source approval such evidence as the Department may request, showing that the materials from the proposed source meet the Contract requirements and will be available to the Contractor in sufficient quantity to ensure continuous and satisfactory progress of the Project.

Should it become necessary after award of the Contract for the Contractor to obtain material from sources other than those indicated in the statement on materials sources that is furnished by the Contractor prior to award, the Contractor shall furnish a supplementary statement and required samples of said proposed materials to the Department not less than ten (10) calendar days prior to placing an order for any such material.

For any material that requires more than one month for delivery, the Contractor shall provide the Department with documentary proof that said material has been ordered in sufficient time for the Contractor to complete the Project as planned. Failure to produce such documentary proof will result in a denial of any claim for a time extension based on late delivery of such material.

When one manufacturer's product is specified in the Contract, it shall be understood that this represents the standard required, but that a comparable product of another manufacturer might be considered as an equal if the Department judges it to be one, and may be approved as such by the Department, unless the plans or Special Provisions indicate that no equal shall be allowed. Should a Contractor desire to use a product that it considers equal or superior to the material specified, the Contractor shall submit to the Department a complete description of the proposed product, together with seven (7) copies of shop drawings, cuts and other descriptive literature that will inform the Department completely of the nature of such product before the Department decides whether or not to approve its use. Such approval shall not change any Contract requirement for a related Certified Test Report and Materials Certificate.

106.02 LOCAL MATERIAL SOURCES. Possible sources of local materials may be designated on the Plans and described in the Special Provisions. In general, the quality of material in such deposits will be acceptable. However, the Contractor shall determine the amount of equipment and work required to produce a material meeting the requirements of these Specifications. The Contractor shall understand that it is not feasible to ascertain from samples the limits for an entire deposit, and that variations shall be considered as usual and are to be expected. The Department may order procurement of material from any portion of a deposit and may reject other portions of the deposit as unacceptable.

The Department may acquire and allow the Contractor to take materials from sources designated on the Plans and/or as specified in the Special Provisions. The Department may also allow the Contractor to use such other property as may be specified, for plant site, stockpiles and hauling roads.

If the Contractor desires to use material from sources other than those designated, the Contractor shall acquire the necessary rights to take materials from the sources and shall pay all costs related thereto, including any which may result from an increase in length of haul. All costs of exploring and developing such other sources shall be borne by the Contractor. The use of material from other than designated sources will not be permitted until representative samples taken by the Department have been approved and written authority is granted for the use thereof.

When material deposits are neither described in the Special Provisions nor designated on the Plans, the Contractor shall provide sources of material acceptable to the Department.

When sources of material or material deposits are provided by the Contractor, the Department will assume the cost of processing samples to determine the suitability of the material.

Sites from which material has been removed shall, upon completion of the work, be left in a neat and presentable condition.

106.03 SAMPLES, TESTS, CITED SPECIFICATIONS. Materials will be inspected, tested and accepted by the Department before incorporation in the work. Work in which untested and unaccepted materials are used without approval of the Department shall be performed at the Contractor's risk. No payment will be made for materials found to be unacceptable and/or unauthorized. Unless otherwise designated, tests in accordance with the cited current standard methods of AASHTO, ASTM or other organizations used by the Department will be made by, and at the expense of the Department. Samples will be taken by a qualified representative of the Department. Materials being used are subject to inspection, test or rejection at any time prior to incorporation into the work. Copies of all tests will be furnished to the Contractor's representative upon request.

Whenever there is an AASHTO designation followed by an ASTM designation, the AASHTO designation will govern when there are minor differences between the two specifications.

The Contractor must obtain the Department's approval of any materials to be incorporated into the Project before beginning to use them for the Project. Approval of materials may be by certification accepted by the Department, written permission of the Department, or prior approval after documented test or inspection by the Department. The Department may decline to pay the Contractor for any Project work in which materials not approved in one of these three (3) ways outlined above has been used. Material tests or inspection for acceptance, when required, will be made by and at the expense of the Department, unless otherwise noted in these Specifications.

Department certification will be used as the basis for approval of such materials, as the Contract may specify, or the Department may require. With regard to such materials, the Contractor shall furnish the Department a Certified Test Report and Materials Certificate, complying with Section 106.7, as may be required for each type of material. The Contractor shall bear any costs involved in furnishing the Test Report and Certificate.

If the Contractor has purchased materials for use on a previous Department project, and if they comply with the requirements of this Contract, then those materials, with the approval of the Department, may be used for the Project, provided that the Contractor, acting as the materials supplier, submits a related Materials Certificate complying with Section 106.7 hereof. This Materials Certificate shall further identify the project for which the material was originally purchased and shall be accompanied by a copy of the original Certificate.

The Department will also maintain a current list of approved products and plants.

Samplings made by the Department will be as shown in the latest edition of the "Master Schedule of Testing" and tests will be made in accordance with the latest revision of the standard method of AASHTO or ASTM, or in accordance with other standards accepted by the Department that are in effect at the time of Proposal submissions, unless otherwise specified on the plans or in the Special Provisions. Any items not covered in the "Master Schedule of Testing" Special Provisions, or plans shall be sampled and tested or certified, as directed by the Department.

The Contractor shall submit to the Department's representative preliminary samples of any materials proposed for Project use, without charge by the Contractor or the producer of the materials. Samples submitted shall be taken by a representative of the Department or a commercial laboratory approved by the Department. All such materials shall be subject to inspection, testing or re-testing at the Department's direction at any time during their manufacturing, fabrication or use.

The Contractor shall furnish all required samples without charge and provide secure facilities for their storage. The Contractor shall provide means for and shall assist in the verification of all scales and other such measuring devices that it operates or uses in connection with the Project.

Materials will be rejected by the Department whenever, in its judgment, they fail to meet Contract requirements. The Department may accept material or a combination of materials and thereby waive

noncomplying test results, provided that the following conditions are met:

1. The Department finds results of prior and subsequent series of tests of the material or materials from the same source or sources to be satisfactory.
2. The incidence and degree of nonconformance with Contract requirements are, in the Department's judgment, within reasonable limits.
3. The Contractor, in the Department's judgment, had diligently exercised material controls consistent with good practices.
4. No adverse effect on the value or serviceability of the completed work could result from said degree of nonconformance.

The Department may, in its discretion, waive testing of minor quantities of a particular material if said material was obtained from sources that have furnished supplies of the material consistently meeting Department testing standards.

106.04 CERTIFICATION OF COMPLIANCE. The Department may permit use, prior to sampling and testing, of certain materials or assemblies accompanied by Certificates of Compliance, stating that such materials or assemblies fully comply with the requirements of the Contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a Certificate of Compliance and clearly identified. Materials or assemblies used on the basis of Certificates of Compliance may be sampled and tested and if found not in conformity with Contract requirements will be subject to rejection whether in place or not.

The form and distribution of Certificates of Compliance shall be as approved by the Department. The Department is authorized to refuse permission for use of materials or assemblies on the basis of Certificates of Compliance.

Unexpired Warranties. If the Contractor is furnished a warranty at the time of purchase of any product or material and the warranty has not expired at the time of acceptance of the work by the State, the warranty shall then be turned over to the State.

106.05 PLANT INSPECTION. The Department may undertake the inspection of materials at the source. Manufacturing plants may be inspected for compliance with specified manufacturing methods. Material samples will be obtained for laboratory testing for compliance with materials quality requirements. This may be the basis for acceptance of manufactured lots as to quality.

106.05.1 Conditions. In the event plant inspection is undertaken the following conditions shall apply:

1. The Department shall have the cooperation and assistance of the Contractor and the producer with whom it has contracted for materials.
2. The Department shall at all times have full access to those parts of the plant where the manufacture or production of materials is taking place.
3. Adequate safety measures shall be provided and maintained.

106.06 STORAGE OF MATERIALS. Materials shall be stored to ensure the preservation of their quality and fitness for the work according to the requirements of the Contract, including but not limited to the manufacturer's recommendations. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection.

a. Location of Stored Materials and Equipment.

1. **Roads without Curbing and Sidewalks.** Materials and/or equipment shall not be stored within existing and/or newly constructed travel lanes, designated parking areas, paved shoulders or adjacent areas other than as noted below. Materials and equipment may be stored within specified areas provided prior written approval has been granted by the Department. Materials stored in these locations must be removed

within fourteen (14) calendar days. Equipment storage shall be on a day by day basis and must be removed during the subsequent days' construction operations. Extended storage of equipment will not be allowed. Storage areas must exceed the following distances from the travel lane:

Posted Speed	Clear Distance from Edge of Travel Lane
35 mph or less	12 feet
40-45 mph	16 feet
50 mph	20 feet
55 mph or greater	35 feet

Storage of equipment and/or materials not utilized in the daily operations will not be allowed.

All portions of an area used for storage of construction material and/or equipment must be clearly delineated with appropriate traffic control devices, as directed by the Department. The cost of these traffic control devices shall be at the sole expense of the Contractor.

Storage sites shall be restored to their original condition at the sole expense of the Contractor, and as directed by the Department.

Any additional space required for storage shall be provided at the Contractor's expense. Private property shall not be used for storage purposes without written permission of the owner or lessee. Copies of such written permission, outlining any and all pertinent agreements between the property owner and the Contractor, shall be furnished to the Department by the Contractor.

The Contractor shall comply with all Federal, State and local statutes and/or ordinances in reference to the storage of materials and shall be liable for all damages arising from the violation thereof.

2. **Roads with Curbing and Sidewalks.** Construction materials and/or equipment shall not be stored within existing or newly constructed travel lanes, paved shoulders, or designated parking lanes. No portion of the sidewalks may be used for storage of construction equipment and/or material.

106.07 HANDLING MATERIALS. Materials shall be handled in such manner to preserve their quality and fitness for the work. Aggregates shall be transported from the storage site to the work in vehicles constructed to prevent loss or segregation of materials after loading and measuring.

106.08 UNACCEPTABLE MATERIALS. Materials not reasonably conforming to the requirements of the Specifications will be considered as unacceptable and all such materials will be rejected and removed immediately from the site of the work unless otherwise instructed by the Department. Rejected material, the defects of which have been corrected, shall not be used again until approval by the Department has been granted.

106.09 DEPARTMENT-FURNISHED MATERIAL. The Contractor shall furnish materials required to complete the work, except those specified to be furnished by the Department.

Material furnished by the Department will be delivered or made available to the Contractor at the points specified in the Contract Documents.

The cost of handling and placing Department-furnished materials after they are delivered to the Contractor shall be included in the Contract price for the item in which they are used.

The Contractor will be responsible for all material delivered. Deductions will be made from any monies due the Contractor for shortages, deficiencies, other causes, and damage which may occur after delivery. Demurrage charges, resulting from the Contractor's failure to accept the material at the designated time and point of delivery will also be deducted from monies due the Contractor.

106.10 Defective Materials: Unless otherwise permitted by the Department, all materials not conforming to Contract requirements shall be considered defective, shall be rejected, and shall be removed immediately from the Site.

If deemed necessary by the Department, the Department may require the retesting of materials previously tested, approved and incorporated into the Project. If, after such retesting, the materials are found not to comply with Contract requirements, the Department may, however, allow the Contractor to leave the materials in place, provided that an equitable reduction of the payment for the materials shall be made. No rejected material, the defects of which have been subsequently corrected, shall be used until written approval for such use has been given by the Department. Should the Contractor fail to comply with any order of the Department made under the provisions of this Section, the Department shall have authority to remove and replace defective material, and to deduct the cost of such removal and replacement from any money due or to become due to the Contractor under this or any other contract that the Contractor has with the State.

When a material is fabricated or treated with another material, or when any combination of materials is assembled to form a product, any or all of which are covered by the Contract, the failure of any components of the product to comply with the Contract may be sufficient cause for the rejection of the whole combination or product.

Materials that have been shipped from approved deposits or sources of supply, but which are found to be defective upon their delivery to the Department, to the Site, or to any testing or storage site approved by the Department, shall not be used for the Project.

106.11 Shipping Material: Any conveyance used for transporting materials must be clean when used, be in proper working condition, have a strong and substantial body that will prevent the loss of materials during transportation, and have been approved by the Department.

106.12 Certified Test Reports and Materials Certificates: The Contractor shall furnish the Department with any Certified Test Report and Materials Certificate required by the Contract, the Engineer of Record, or the Department.

The Contractor shall forward the Certified Test Report and Materials Certificate to the Department and, in addition, shall deliver a copy of same to the Department's inspector at the Site. Materials for which such documentation is required may be conditionally incorporated into the Project prior to receipt by the Department of a Certified Test Report and a Materials Certificate; however, payment for such incorporated material will not be made prior to receipt of a Certified Test Report and Materials Certificate indicating that the materials meet the Contract requirements.

The Certified Test Report is a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from a physical test of the subject materials and shall certify that the materials meet the Contract requirements. Such Report shall also include the following information:

1. Item number and description of materials.
2. Date of manufacture.
3. Date of testing.
4. Name of organization to which the material has been consigned.
5. Quantity of material represented, such as batch, lot, group, etc.
6. Means of identifying the consignment, such as label, marking, lot number, etc.
7. Date and method of shipment.
8. Name of organization performing tests.

The Certified Test Report shall be signed by a duly-authorized and responsible agent for the organization manufacturing the materials, and the signature must be notarized.

A Materials Certificate is a document certifying that the materials, components and equipment furnished comply with all requirements of the Contract plans and Specifications. Such Certificate shall also include the following information:

1. Project for which the material has been consigned.

2. Name of Contractor to which material has been supplied.
3. Item number and description of material.
4. Quantity of material identified in the certificate.
5. Means of identifying the consignment, such as label, marking, lot numbers, etc.
6. Date and method of shipment.

The Materials Certificate shall be signed by a duly-authorized and responsible agent for the organization supplying the material, and the signature must be notarized.

The Contractor shall be responsible for any testing, Materials Certificates, and inspections required under the Contract or as directed by the Department.

106.13 Warranties, Guarantees and Instruction Sheets: Manufacturers' warranties and guarantees furnished for materials used for the Project, as well as instruction sheets and parts lists supplied with Project materials, shall be delivered to the Department prior to acceptance of the Project. Each warranty or guaranty so furnished shall indicate its commencement and expiration dates.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of Federal and State laws, local laws, ordinances, and regulations and orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Project, or which affect the conduct of the Project. The Contractor at all times shall observe and comply with all such laws, ordinances, permits, regulations, orders, and decrees; and shall protect and indemnify the State and its officers, employees, agents, and representatives against any claim, fine or other liability arising from or based on the violation of any such law, ordinance, permits, regulation, order, or decree, whether by the Contractor, the subcontractors, suppliers of materials or services, or others engaged by the Contractor, or the employees of any of them. If any discrepancy or inconsistency is discovered between the Contract and any law, ordinance, regulation, order or decree, the Contractor shall immediately report the same to the Department in writing. See also the last paragraph in Section 102.13, however, regarding conflicts between municipal law or authorities and the requirements of Project construction.

The Contractor shall execute and file such documents, statements and affidavits required under applicable Federal or State law or regulation affecting its Proposal, Contract or the prosecution of the work. The Contractor shall permit the examination of any records made subject to such examination by Federal or State law or by regulations promulgated thereunder by any State or Federal agency charged with the enforcement of such law.

107.02 SPECIFIC STATUTES REQUIRED TO BE INSERTED. Every contract for the construction of public works by the State, or by persons or organizations contracting with the State for such construction, shall contain the following provisions from the General Laws of Rhode Island

a. Title 37, Chapter 13, Sections 5, 6, and 7, respectively, of the General Laws of Rhode Island, 1956, entitled "Labor and Debts of Contractors," read as follows:

"37-13-5. PAYMENT FOR TRUCKING OR MATERIALS FURNISHED --

Withholding of sums due. -- A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of such contractor or subcontractor, in connection with the public works being performed by him, within ninety (90) days after such obligation or charge is incurred or the trucking services has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of such contract, that such obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for such public works."

"37-13-6. ASCERTAINMENT OF PREVAILING RATE OF WAGES. -- Before

awarding any contract for public works to be done, the proper authority shall ascertain from the director of labor the general prevailing rate of the regular, holiday and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training and educational funds (payments to said funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer or type of workman needed to execute the contract for the public works, and shall specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to such welfare, pension, vacation, apprentice training and education

funds existing in the locality for each craft, mechanic, teamster, laborer or type of workman needed to execute the contract or work."

"37-13-7. APPLICABILITY AND DETERMINATION OF PREVAILING RATE OF WAGES. -- every call for bids for:

(a) every contract in excess of \$1,000 to which the State of Rhode Island or any political subdivision thereof is party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the State of Rhode Island or any political subdivision thereof, and which requires or involves the employment of employees shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the State of Rhode Island in which the work is to be performed; and every contract shall contain a stipulation that the contractor or his subcontractor shall pay all said employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and such employees and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of accrued payments as may be considered necessary to pay to such employees employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid said employees on the work and the rates of wages received by such employees and not refunded to the contractor, subcontractors, or their agents;

(b) the term 'wages, scale of wages', 'wage rates', 'minimum wages', and 'prevailing wages' shall include:

- (1) the basic hourly rate of pay; and
- (2) the amount of:

(A) the rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bonafide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of such benefits: Provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of director of labor insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in paragraph (2) (A), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to a paragraph (2) (B), or any combination thereof, where the aggregate of any such payments, contributions, and costs is not less than the rate of pay described in paragraph (1) plus the amount referred to in paragraph (2)."

b. Title 28, Chapter 26, Section 5 of the General Laws of Rhode Island, 1956, entitled "License Required for Operation of Hoisting Machinery - Public Contracts," reads as follows:

28-26-5. No persons shall operate or be in direct charge of a hoisting or excavation gasoline, steam, diesel, electric or compressed air hoist, shovel, crane, excavator, of five horsepower or more without obtaining a license to do so as provided in this chapter. No user or agent of use of any such described steam, gasoline, diesel, electric or compressed air hoisting machinery shall permit it to be operated unless it is operated by a duly licensed person as hereinafter provided by this chapter.

c. Chapters 85, 86 AND 88 of the Public Laws of Rhode Island, 1960:

Section 123 of the aforesaid chapters defines the authority of Director of Department of Public Works and use of Federal assistance and provides in part that in the event that Federal funds or Federal assistance are made available to the State for use in carrying out highway projects, said projects shall be carried out and executed in all respects subject to the provisions of the appropriate Federal law providing for the construction of such projects and the rules and regulations made pursuant thereto, and to such terms, conditions rules and regulations, not inconsistent with such Federal law, rules and regulations as said Director may establish to ensure the proper execution of said projects, therefore, any provisions of the State laws that conflict with the Federal laws, rules and regulations are not applicable to projects financed in whole or in part with Federal Aid Highway funds.

d. Public Law - Chapter 5-6-2; entitled "Work for Which License Required," reads as follows:

No person, firm, or corporation shall enter into, engage in, or work at the business of installing wire, conduits, apparatus, fixtures and other appliances for carrying or using electricity for light, heat or other purpose, unless such person, firm or corporation shall have received a license and a certificate therefore, issued by the State Board of Examiners of Electricians.

107.03 PERMITS, LICENSES AND TAXES. Except as may be provided otherwise in a specific Contract provision or a written direction from the Department, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices required by government authorities in connection with the prosecution of the Project. This includes any permits required for the transportation of equipment, supplies and materials to and from the project site, and the satisfaction of all requirements necessary to acquire such permits.

107.04 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use or employ any design, device, material or process covered by another party's license, patent, copyright, trademark or other intellectual property or legal right or interest, the Contractor shall provide for such use by suitable legal agreement with the holder of such right or interest.

The Contractor shall provide a copy of any and all such agreements to the Department.

If the Contractor is allowed, but not specifically required by the Department, to use any particular proprietor's design, device, material or process covered by such a right or interest, the Contractor and its surety shall indemnify and save harmless the State, any affected third party, or political subdivision from any and all claims that may be brought against the State, and any and all costs, expenses, and damages that the State may be obligated to pay by reason of any infringement or alleged infringement relating to the use of such right, interest, design, device, material or process at any time during the prosecution or after completion of the Project.

107.05 RESTORATION OF SURFACES OPENED PURSUANT TO PERMIT OR CONTRACT. The right to construct or reconstruct any utility service in the highway or street or to grant permits for same is expressly reserved by the Department for the proper authorities of the municipality in which the work is performed. The Contractor shall not be entitled to damages either for digging up the street or for any delay occasioned thereby, unless otherwise provided for under **Subsection 104.3; Differing Site Conditions.**

Any individual, firm, or corporation wishing to make an opening in the highway must secure a permit from the Department. The Contractor shall allow parties bearing such permits, and only those parties, to make openings in the highway. When ordered by the Department, the Contractor shall make all necessary repairs necessitated by such openings. Such necessary work will be paid for as either Extra Work, or as otherwise provided in these Specifications. All repair work will be subject to the same conditions as applied to original

work.

Contractor shall not make and shall not allow any other person to make an opening in a highway unless written and duly-authorized permission to do so has been obtained from the Department. If at any time prior to the completion of the Project, the Contractor should make such an opening without such permission, the Contractor shall perform all restoration necessary to close said opening, at its own expense, if and as the Department directs it to do so.

107.06 FEDERAL-AID PARTICIPATION. When the United States Government participates in the cost of the work covered by the Contract, the work shall be performed under the supervision of the Department but otherwise subject to the inspection and approval of the appropriate officials of the United States Government. Such inspection shall neither make the Federal Government a party to this Contract nor interfere with the rights of either party to said Contract.

When any Federal laws, rules, or regulations are in conflict with any provisions of a Federally-assisted Contract, the Federal requirements shall prevail, take precedence, and be in force over and against any such conflicting provisions.

107.07 SANITARY, HEALTH AND SAFETY PROVISIONS. The Contractor shall observe rules and regulations of Federal, State and local health officials. The Contractor shall not require any worker to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to health or safety.

The Contractor shall admit without delay and without the presentation of an inspection warrant, any inspector of the Occupational Safety and Health Administration or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary in order to comply with the regulations and other requirements of the State Department of Public Health or of other bodies or tribunals having jurisdiction over such matters.

107.08 PUBLIC CONVENIENCE AND SAFETY.

Public Convenience and Safety: The Contractor shall conduct the Project work at all times in such a manner as to ensure the least possible obstruction to traffic. In a manner acceptable to the Department, the Contractor shall provide for the safety, convenience and interests of the general public; the traveling public; parties residing along or adjacent to the highway, streets or Site; and parties owning, occupying or using property adjacent to the Site, such as commuters, workers, tenants, lessors and operating agencies.

Notwithstanding any other Contract provision, the Contractor shall not close to normal pedestrian or vehicular traffic any section of road, access drive, parking lot, sidewalk, station platform, railroad track, bus stop, runway, taxiway, occupied space within a site, or occupied space within a building, except with the written permission of the Department.

All equipment, materials, equipment or material storage areas, and work areas must be placed, located, and used in ways that do not create a hazard to people or property, especially in areas open to public pedestrian or vehicular traffic. All equipment and materials shall be placed or stored in such a way and in such locations as will not create a hazard to the traveling public. In any area unprotected by barriers or other means, equipment and materials must not be stored within thirty (30) feet (9.15 meters) of any traveled way.

The Contractor must always erect barriers and warning signs between any of its work or storage areas and any area open to public pedestrian or vehicular traffic. Such barriers and signs must comply with all laws and regulations, including any applicable codes.

The Contractor must arrange for temporary lighting, snow and ice removal, security against vandalism and theft, and protection against excessive precipitation runoff within its Project work and storage areas, and within other areas specifically designated in the Contract.

In addition to meeting other specific Contract requirements, the Contractor shall take all precautions necessary and reasonable for the protection of all persons, including, but not limited to, employees of the Contractor or the Department, and for the protection of property, until the Department notifies the Contractor in

writing that the Project or the pertinent portion of the Project has been completed to the Department's satisfaction. The Contractor shall comply with the safety provisions of applicable laws, including building and construction codes, and the latest edition of the CFR. The Contractor must make available for reference in its field office, throughout the duration of the Project, a copy of the latest edition and all supplements of the CFR pertaining to OSHA.

The Contractor shall furnish to the Department's representative supervising the Project a report on any accident that occurs on the Site with regard to which the Contractor is required to report under OSHA or any other legal requirement. The Contractor shall also furnish to the Department a report regarding any other accident involving personal injury, property damage, or public liability in connection with the Project. The form and detail of such reports must be acceptable to the Department.

The Contractor shall designate a competent representative with authority to act in cooperation with the Department in the enforcement of safety provisions and promotion of safe practices on and related to the Project throughout the duration of the Project.

Under **Section 108.6** hereof, the Department may suspend the work of the Contractor if and when the latter does not take the safety precautions required in this Section. Nothing herein shall be construed, however, to relieve the Contractor from responsibility for the prosecution of the Project as otherwise required by the Contract.

a. **Accident Reports.** The Contractor shall furnish the Department with two copies of a report of any accident occurring on the Project that involves:

1. Personal injury requiring treatment by a physician.
2. Loss of time on the job.
3. Public liability or property damage.

Accident reports shall be submitted on forms acceptable to the Department.

107.09 BARRICADES AND WARNING SIGNS. The Contractor shall provide, erect, and maintain all necessary barriers, barricades, lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and the safety of the public.

Highways or bridges closed to traffic shall be protected by effective barricades. Suitable warning signs and protective devices shall be provided to properly control and direct traffic.

Barricades, warning signs, lights, temporary signals, and other protective devices must conform with the Manual on Uniform Traffic Control Devices for Streets and Highways published by the U.S. Government printing office.

107.10 USE OF EXPLOSIVES. The Contractor shall, to the greatest extent possible, avoid using explosives in proximity to existing structures. When explosives are necessary for the prosecution of the work, the Contractor shall not endanger life, property or new work. The Contractor shall take adequate protective measures when engaging in blasting operations and shall be responsible for any damage resulting from such operations. The Contractor shall be responsible for damage resulting from the use of explosives.

The Contractor shall notify each utility with facilities in proximity to the site of such blasting operations, and any other individuals and entities that may be affected thereby, of the Contractor's intention to use explosives; and such notice shall be given sufficiently in advance of any blasting to enable such affected parties to take steps to prevent such blasting from injuring persons or property. Such notice shall not, however, relieve the Contractor from responsibility for damage resulting from its blasting operations.

The Contractor shall comply with all laws and ordinances, as well as with Title 29 and Title 30 of the Code of Federal Regulations, and the Safety and Health Regulations for Construction of OSHA, whichever is the most restrictive, in the use, handling, loading, transportation, and storage of explosives and blasting agents.

a. **Additional Specific Requirements.** The Contractor shall comply with the following:

1. The Contractor shall be solely responsible for employing such plant, equipment and construction methods necessary to accomplish the work of this Contract with complete safety and without damage to persons, existing buildings, structures, facilities and utilities.

2. The Contractor shall furnish the services of technical representatives of the manufacturer of the explosive materials. Such individuals shall be experienced in the use of high explosives in blasting operations under the circumstances to be encountered in the work of this Contract. The Contractor shall furnish the services of the explosive manufacturer's representatives for such lengths of time prior to starting blasting operations as is necessary to determine the proper equipment, devices, materials, methods and procedures to be used for the proper performance of the work. The Contractor shall also furnish the services of the explosive manufacturer's representatives during the preparation for, and progress of blasting operations for such lengths of time and as frequently as necessary to assure that blasting operations shall be performed in a safe and proper manner.

3. Prior to commencement of work, the Contractor shall meet and confer with the Department at which time the Contractor shall outline in detail his proposed administration of an overall safety program, which program shall at all times be satisfactory to the Department. The Contractor shall furnish to the Department copies of the current safety program and procedures for the safety and prevention of injury to persons and the prevention of damage to property and the work. The Contractor shall comply with this program at all times during the prosecution of the work.

4. All operations involving explosives and/or blasting agents shall be in accordance with the "Suggested Code for the Manufacture, Transportation, Storage and Use of Explosives and Blasting Agents" published by the Institute of Makers of Explosives, as amended. Wherever the Code and the Rhode Island Standard Specifications conflict, the Code shall apply. The Contractor shall be responsible for developing techniques necessary to obtain the required ledge slopes consistent with maximum safety requirements.

b. **Care in Blasting.** It is especially required that blasting operations shall be conducted with all possible care and in such a manner as to prevent injury to persons and property. A sufficient warning shall be given to all persons in the vicinity of the work before blasting.

No blasting will be allowed within 25 feet of an existing building or in-service underground utility line.

c. **Power of Explosives.** The explosives employed in the work shall be of such power and placed in such quantities and positions that will not:

1. Unduly enlarge the excavation.
2. Unnecessarily shatter the rock upon or against which the work will be installed.
3. Injure work already in place.

d. **Transportation, Handling, and Storage.** Explosives must be carefully transported, stored, handled and used as required by applicable State and local ordinances and laws. The necessary permits for such transportation, storage, handling and use shall be obtained by the Contractor. The Contractor shall show such permits to the Department before any blasting will be allowed. The Contractor shall keep on the job only such quantity of explosives as may be needed for the work underway and only during such time as they are being used. Explosives shall be stored in a secure manner and separately from all tools. Caps or detonators shall be stored separately and at a point over 100 feet distant from the explosives. When the need for explosives is ended, all such material remaining on the job shall be promptly removed from the premises.

e. **Approval of the Department.** The approval of the Department shall first be obtained before blasting is permitted. If, in the opinion of the Department, blasting is unsafe or dangerous to persons, or to existing structures and utilities, the Contractor shall employ pneumatic tools, drilling and splitting mechanically, or by hand, or by other such means that do not require the use of explosives for the removal of rock, boulders, or ledge, all at no additional expense to the State.

f. **Notification of Local Authorities.** Before any dynamite or detonator caps are stored or used under this Contract, the Contractor shall contact the Police and Fire Departments of the city or town in which

the project is located for instructions relative to the regulations for possession and use of explosives in that community. The Contractor shall obtain all required permits or licenses for possession and use of explosives on the site or sites of construction under this Contract. In addition, the Contractor shall be responsible:

1. For designating an individual who shall be responsible for the explosive materials at all times.
2. For the immediate reporting to the Police Department of the Cities or Towns in which the project is located of all unaccounted-for explosive materials.

g. **Records.** The Contractor shall keep a complete record of blasting operations, noting the date, exact location with reference to a datum, weight of charge, and whether the firing was instantaneous or delayed. The Contractor shall furnish the Department with a complete record of operations during the preceding weekly period.

1. Records shall indicate by date the quantity and type of explosive materials delivered to the construction sites(s); the quantity of explosive material used; and the quantity of such material subsequently removed from the construction site(s).

2. All records related to the possession and use of explosive materials shall be open for inspection by the Department and the Police Departments of the cities and towns in which the project is located.

3. The Contract prices for the various items of work shall include full compensation for providing a complete record of blasting operations.

h. **Repairs.** The Contractor is cautioned that it will be responsible for any damage to existing roadway surfaces, drainage lines, structures or other objects as a result of blasting operations. The Contractor will be required to repair such damage as may be directed by the Department in accordance with prevailing Rhode Island Special Provisions or Standards for the particular type of work involved. The Contractor shall assume the full cost of making such repairs.

107.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property marks until the Department has witnessed or otherwise referenced their location. The Contractor shall not move such monuments and marks until so directed.

When the Contractor's operations encounter remains of prehistoric dwelling sites or artifacts of historical or archaeological significance, the operations shall be temporarily discontinued. The Department will contact archaeological authorities to determine the disposition thereof. When directed by the Department, the Contractor shall excavate the site to preserve the artifacts and shall remove and deliver them to the custody of the proper state authorities. Such excavation will be paid for as hereinafter provided in **Subsection 109.4; Differing Site Conditions, Changes, Extra Work, and Force Account Work.**

The Contractor shall be responsible for all damage or injury to public or private property resulting from any act, omission, neglect, or misconduct in, of either the Contractor's or its subcontractors' manner or method of executing the work, or in consequence of the non-execution thereof. Furthermore, the Contractor shall be responsible for all such damage due to defective materials. The Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as directed by the Department. If the Contractor fails to restore such property or make good such damage in a way acceptable to the Department, the Department may, upon 48 hours' notice, proceed to have such property repaired, rebuilt or restored as it may deem necessary; and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Contract or under any other contract(s) that the Contractor may have with the State.

Should the Contractor enter into, either directly or indirectly, an agreement with a property owner within the project limits, the Contractor must first obtain the signature of the property owner on the so- called LETTER TO THE PROPERTY OWNER to be provided by the Department. This document explains that the State is not a party to the agreement between the Contractor and the property owner and must be signed by the property owner and returned to the Resident Engineer. If the agreement affects or changes the design of the roadway, the Contractor must first submit these modifications, via shop drawings, to the Department for approval.

The Contractor shall not enter upon private property for any purpose without having obtained written permission to do so from the owner of such property and having provided the Department with a copy of same. The Contractor shall use every reasonable precaution to avoid disturbing or damaging public or private property, including, but not limited to, trees and monuments. The Contractor shall use suitable precautions to avoid disturbing or damaging underground or overhead structures or facilities, whether or not they are shown on the plans.

If the Project requires the moving or removal of a land monument or property marker, the Contractor shall not disturb it until a duly-authorized agent of the public or private property's owner has witnessed or recorded the monument or marker's location. The Contractor shall not move or remove such property until and unless directed to do so by the Department.

The Contractor shall not remove, cut, injure or destroy trees or shrubs until and unless the Department has given it specific written approval to do so.

The Contractor shall be responsible for all damage to property resulting from any act, omission, neglect or misconduct in the Contractor's manner or method of executing its work, or due to its defective work or materials. When or where any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Project work, the Contractor shall restore, at its own expense, such property to a condition as close as possible to that which existed before such damage was done, by repairing, rebuilding or otherwise restoring the property, as may be directed by the Department; or the Contractor shall make good such damage in another manner acceptable to the Department.

107.12 FOREST PROTECTION. In carrying out work within or adjacent to State or National Forests, the Contractor shall comply with all regulations of the State Fire Marshall, Conservation Commission, Forestry Department, or other authority having jurisdiction governing both the protection of forests and the prosecution of work within such forests. The Contractor shall observe all sanitary laws and regulations with respect to the performance of work within or adjacent to such forest areas. The Contractor shall maintain the areas in an orderly condition, dispose of all refuse, obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other structures in accordance with the requirements of the Forest Supervisor.

The Contractor shall take all reasonable precaution to prevent and suppress forest fires. Furthermore, the Contractor shall require its employees and subcontractors, both independently and at the request of forest officials, to do all reasonably within their power to prevent and suppress and to assist in preventing and suppressing forest fires and to make every possible effort to notify a forest official at the earliest possible moment of the location and extent of any fire observed by them.

107.13 RESPONSIBILITY FOR DAMAGE CLAIMS.

a. Indemnification. The Contractor shall defend, indemnify and hold harmless the State, the Department, its officers and employees, from any and all suits, actions, claims, losses, expenses, damages and any and all other liabilities of any character resulting in any injuries or damage to any person, entities, or property arising out of (or which may be claimed to arise out of) any act and/or omission of the Contractor or its subcontractors, in performance of work covered by the Contract, and/or in consequence of any neglect in safeguarding the work; and/or through use of unacceptable materials in constructing the work; and/or because of any neglect, or misconduct of the Contractor; and/or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; and/or from any claims or amounts arising out of or recovered under the Workers' Compensation Act, or any other law, ordinance, order, or decree. The State may retain for its exclusive use, without recourse by the Contractor or anyone claiming under the Contractor, any and all amounts due the Contractor as provided under the Contract Documents to assure the Contractor's compliance with this Section. In the event no money is due or the retained sums are insufficient to fully indemnify the State hereunder, the Surety shall be held liable with the Contractor until this Section is complied with in full; except that money due the Contractor will not be withheld when satisfactory evidence is produced that the Contractor is adequately protected by public liability and property damage insurance, the insurer has been given proper, timely notice of any claims arising from the work performed by the Contractor pursuant to the Contract, and the

insurer has assumed defense of the claim. The Contractor shall provide written confirmation satisfactory to the Department that all such actions have been properly addressed prior to final payment under **Subsection 109.9**. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State.

b. Insurance Policies: All insurance required by the Contract shall include the State as additional insured on a primary and non-contributory basis, except for the Worker's Compensation Insurance. All insurance required by the Contract shall include a waiver of subrogation in favor of State.

c. Liability Insurance. The Contractor shall procure and maintain at the Contractor's own expense, until final acceptance of Contract, insurance coverage for damages assumed by Contract or imposed by law, of the kinds and in the amounts specified, with insurance companies authorized to do business in the State. The insurance shall cover all operations performed under the Contract, whether by the Contractor or by subcontractors. Before commencing the work, the Contractor shall furnish certificates of insurance in the form satisfactory to the Department certifying that the policies will not be changed or canceled until 30-days written notice has been given to the Department. The types and limits of insurance are as follows:

1. Workers' Compensation Insurance. Coverage shall be in accordance with prevailing laws.

2. Liability and Property Damage Insurance. Each policy shall name the Department as an additional insured and shall include a provision requiring the insurer to investigate and defend the Department against any and all claims for death, bodily injury or property damages even if groundless. Coverages shall be in the following amounts:

(a) Bodily injury liability:

\$500,000, each person.
\$1,000,000, each occurrence.

(b) Property damage liability:

\$500,000, each occurrence.
\$1,000,000, aggregate.

d. Insurance Covering Special Hazards. Special hazards shall be covered by either riders to the liability and/or property damage policy or policies hereinabove specified, or by separate policies of insurance as follows:

1. Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to:

(a) excavation (including borrowing, filling, or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or

(b) moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

2. Property Damage Liability for injury to or destruction of property arising, directly or indirectly from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

e. Railroad Protective Liability Insurance: When the Contract involves work within fifty (50) feet of a railroad right-of-way or State-owned rail property, the Contractor shall carry, and require each subcontractor to carry, with respect to Project operations and also those of its subcontractors, Railroad Protective Liability Insurance providing coverage of at least two million dollars (\$2,000,000) for each accident or occurrence

resulting in (1) bodily injury to or death of persons and/or (2) injury to or destruction of property, and, subject to that limit per accident or occurrence, an aggregate coverage of at least six million dollars (\$6,000,000) for all damages incurred during the policy period, and having all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to operate within that affected portion of railroad right-of-way, and (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, and (iv) the State.

f. Blasting: When explosives are to be used in the Project, the Commercial General Liability insurance policy shall include XCU coverage, in limits the same as the per-occurrence policy limits.

g. Professional Liability Insurance: The Contractor shall secure and maintain at no direct cost to the State a Professional Liability Insurance policy, with a company authorized to do business in the State of Rhode Island, for errors and omissions, in the minimum amount of five million dollars (\$5,000,000) per occurrence. [The Contractor shall obtain Professional Liability Insurance that covers claims and damages arising out of the rendering or failure to render professional services by the Contractor and all parties for which the Contractor is legally responsible, and further liability included in the Indemnification clause is the responsibility of the Contractor but not covered by the Professional Liability policy.](#) The Contractor may, at their election, obtain a policy containing a maximum two hundred and fifty thousand dollars (\$250,000.00) deductible clause, but if they should obtain a policy containing such a clause, the Contractor shall be liable, as stated above herein, to the extent of the deductible amount. The Contractor shall maintain this Professional Liability Insurance coverage for a period ending at the date of the Department's acceptance of the completed project with an Extended Reporting Period of at least three (3) years from the date of the Department's acceptance of the completed Project, subject to the continued commercial availability of such insurance. The retroactive date for the term of Profession Liability Insurance shall be the date professional services related to the project were first rendered by the Contractor or the date the Contract was executed, which ever occurred first.

It is understood that the above insurance may not include standard liability coverage for pollution or environmental impairment. The Contractor agrees, however, to acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the Contractor's Project work.

Failure of the Contractor to maintain all insurance coverage required by this Contract shall constitute a material breach of the Contract and shall subject the Contractor to liquidated damages in the amount of ten percent (10%) of the total (adjusted) Contract price, subject to the continued commercial availability of such insurance. The Contractor shall also require subcontractors and any other firm providing professional services related to this Contract to acquire and maintain the same levels of insurance for the same timeframes as required above, by making it a requirement of the subcontracts and other Project agreements.

h. VALUABLE PAPERS AND RECORDS: The Contractor shall secure and maintain a Valuable Papers Insurance Policy at no direct cost to the State, until the complete Project design has been accepted by the State and all original tracings, highway and bridge design computations, survey data, documents or data have been returned to the State. This will assure the State that all records, papers, maps, statistics, survey notes, all tracings, highway and bridge design and other data or documents will capable of being reestablished, recreated or restored if made unavailable by fire, theft, or other cause. When survey data is furnished by the State it shall retain in its possession duplications of all survey plans and field notes. The Contractor shall retain in its possession duplicates of all products of its work under this Contract, if and when it is necessary for the originals to be removed from its possession during the time that this Valuable Papers Insurance Policy is in force. This policy shall provide coverage in the amount of One Hundred and Fifty Thousand Dollars (\$150,000) when the insured items are in its possession and in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items.

i. Duration of Coverage. The Contractor shall keep all the required insurance in continuous effect until the date that the Department designates for the termination of the Contractor's responsibility, as defined by Section 105.18 (b).

j. **Compensation:** There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary in order to obtain and keep in effect any insurance or bonds in connection with the Project, but the cost thereof shall be considered included in the general Project costs.

107.14 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing this Contract that it is not intended by the provisions of the Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the provisions of the Contract.

107.15 PERSONAL LIABILITY OF DEPARTMENT EMPLOYEES. The Director, Department, RIDOT employees or their authorized representatives are acting solely as agents and representatives of the Department when carrying out and exercising the power or authority granted to them under the Contract.

107.16 NO WAIVER OF LEGAL RIGHTS. Upon completion of the Contract, the Department will expeditiously make final inspection and notify the Contractor of acceptance. Final acceptance, however, shall neither preclude the Department from correcting any measurement, estimate, or certificate made before or after completion of the Contract, nor prevent the Department from recovering from the Contractor or Surety or both, overpayments sustained by failure on the part of the Contractor to fulfill the obligations under the Contract. A waiver on the part of the Department of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the Department for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Department's rights under any warranty or guaranty.

107.17 HAZARDOUS MATERIAL. If the Contractor encounters or exposes during construction any abnormal condition which indicates the presence of a hazardous material or toxic waste, it shall immediately suspend work in the area and notify the Department. The Contractor's operation in this area shall not resume until so directed by the Department; however, the Contractor shall continue working in other areas of the project, unless otherwise directed by the Department.

Abnormal conditions shall include, but shall not be limited to, the following: presence of barrels; obnoxious odors; excessively hot earth; smoke; or any other condition which could be a possible indicator of hazardous material or toxic waste. The conditions shall be treated with extreme caution.

Disposition of the hazardous material or toxic waste shall be made in accordance with the requirements and regulations of the Rhode Island Department of Environmental Management. Where the Contractor performs necessary work required to dispose of these materials, the work will be performed under a supplemental agreement. Should the disposition of waste material require special procedures by certified personnel, the Department will make arrangements with qualified persons to dispose of the material.

107.18 CIVIL RIGHTS. The Contractor shall comply with Federal, State and local laws, rules and regulations which set forth unlawful employment practices including that of discrimination because of race, religion, color, sex or national origin, and which define actions required for Affirmative Action and Minority (Disadvantaged) Business programs.

SECTION 108

PROSECUTION AND PROGRESS

108.01 SUBLETTING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or contracts or any portion thereof, or of its right, title, or interest therein, without written consent of the Department. If such consent is given, the Contractor will only be permitted to sublet a portion thereof. The Contractor will be required to perform with its own organization, work amounting to not less than 40 percent of the adjusted contract cost. The adjusted contract cost is the total contract cost less the total cost of subcontract specialty items listed in the Proposal. Specialty Items are defined in **Section 101.63**

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 State.

The Contractor shall provide written notice to, and obtain prior written consent from the Department, before allowing any subcontractor to sublet any portion of its work to a lower-tier contractor.

Payment for work that has been performed by a subcontractor does not release the subcontractor from its responsibility for maintenance and other types of subcontractor responsibility specified for the subcontractor's items of work. Failure of a subcontractor to meet its maintenance or warranty or responsibilities, or its responsibilities to repair, replace, or remove defective work or materials, may result in administrative action against it in connection with future Department awards or contracts.

The above requirements are also applicable to all sub-tier subcontractors, and the above provisions shall be made a part of all sub-tier subcontract agreements.

108.02 NOTICE TO PROCEED. The "Notice to Proceed" will stipulate the date the Contractor is expected to begin the design and construction and from which date contract time will be charged. Commencement of work by the Contractor constitutes a waiver of this notice.

The Contractor shall not begin Project Design work or physical Project construction prior to the date specified for same by the Department in a Notice to Proceed, except as may be otherwise authorized by the Department in writing.

a. Establishment of Construction Field Office: Within ten (10) calendar days after the signing of the Contract by the parties, the Contractor shall propose in writing to the Department a field office location within one (1) mile of the Site. The proposal shall include the office telephone number to be used, the nearest utility pole number, and the distance from that pole to the proposed field office. The office shall be made acceptable to the Department and available for use, arranging for all required utility hookups, local permits and inspections, within thirty (30) days of the Department's order to establish the office. Such order shall not be deemed the "Notice to Proceed."

108.03 PROSECUTION AND PROGRESS.

a. General Requirements.

1. Project Schedule Program.

The Contractor shall develop and maintain an integrated project management and controls program through Completion of all Projects. The Contractor shall initiate the Schedule Development process upon its receipt of the Post-Qualification notification letter. The Special Provisions of the Contract shall identify the applicable schedule requirements, according to the following levels:

- Schedule Level A. Projects with a high level of complexity, impact to the motoring public or community, and/or larger size Projects.

- Schedule Level B. Projects of average to moderate complexity, moderate impact to the motoring public or community, and/or average size.
- Schedule Level C. Smaller projects with minimal to no complexity, and minimal impact to the community. Examples include Projects such as resurfacing, maintenance, and landscaping.

2. The Contractor's schedule is the primary tool for the Contractor to organize and communicate its plan to timely complete the Project. The Contractor's Schedule shall include all Contract requirements, including Work performed by the State, Contractor, subcontractors, vendors, suppliers, utilities, regulatory agencies, and any other third party. The Contractor's Schedule is used to identify the Critical Path and near-critical activities, assess progress, perform contemporaneous delay analyses, project time and resources required for tasks, and identify opportunities for mitigation, if necessary.

3. If the Contractor fails to provide an acceptable Project Baseline Schedule and Project Schedule Update in accordance with the requirements of the Contract, the Contractor shall be responsible for all delays and resulting costs to the Project.

4. The Department may withhold progress payments if the Contractor fails to submit required Schedule Submissions, including but not limited to Schedule Development, Schedule Updates, Project Meeting Minutes and Recovery Schedule Submissions.

5. Software. The software used to generate the Critical Path Method (CPM) Schedule shall be capable of producing schedules in accordance with the requirements of the Contract Documents and fully

compatible with software utilized by the Engineer, including Primavera Project Planner (P6 Professional Release 8.3) or approved equivalent.

b. Schedule Development.

1. Schedule Development Submittals.

Scheduling and Schedule Submittals shall be based on the defined schedule level. The Schedule Development Process shall commence on the date that the Post-Qualification notification letter is provided to the Contractor, which will be deemed Day 1 for all Schedule Submittals.

2. Meetings will be held as necessary to facilitate the Schedule Development Process. Each Submission shall incorporate the comments from the previous Submission(s). If any Schedule Development Submission does not conform to the Contract, the Contractor shall revise and resubmit prior to proceeding to the next step. Each Submission shall include electronic files in their corresponding format.

The table below details the required Submissions and their corresponding Submission due dates for each schedule level.

STEP	STEP DESCRIPTION*	SCHEDULE LEVEL			ENGINEER REVIEW DEADLINE (After receipt of submission)
		A	B	C	
Step 1	Scheduler's Resume	Day 3	-	-	3 days
Step 2	Initial Schedule Framework	Day 7	-	-	4 days
Step 3	Complete Schedule Framework	Day 14	Day 14	-	5 days

Step 4	Preliminary Schedule	Day 28	Day 28	Day 28	7 days
Step 5	Baseline Schedule – Activities and Logic	Day 42	Day 42	Day 42	7 days
Step 6	Baseline Schedule – Bid Item Loaded	Day 70**	Day 70**	Day 70**	7 days
Step 7	Baseline Schedule – Resource Loaded Schedule	Day 84	-	-	7 days
Step 8	Project Baseline Schedule	Day 98	Day 98	Day 98	7 days
All days are calendar days					

*Refer to Section 4 for Technical Scheduling Requirements; refer to the Special Provisions for project specific information, including Project Groups, ID Standards, Milestones and Activity Data.

**Required by Day 70 but no earlier than 10 Days after NTP.

The requirements for each Schedule Development Submission are listed below.

Step 1: Scheduler's Resume: The Contractor shall retain a scheduler(s) dedicated full-time to the Project with a minimum of three (3) years' experience on Projects similar in size and scope. The scheduler shall be responsible for developing, updating and maintaining the Schedule. The Contractor shall submit the resume of the proposed scheduler(s) to the Engineer within three days of receipt of the Post Qualification notification letter. The Engineer may impose additional conditions based upon qualifications submitted. The scheduler shall be present at all required meetings, including but not limited to the Schedule Development, Schedule Update, and any other meetings which may affect the project Schedule.

Step 2: Initial Schedule Framework:

- a) Work Breakdown Structure (WBS)
- b) Activity Codes: All Contractor defined activity code values.
- c) Calendars: All Contractor defined calendars
- d) Contractor's Submittal List (including all required Contractor Submittals)
- e) Potential VECP, when not otherwise prohibited in the Contract or alternate sequencing/methods.

Step 3: Complete Schedule Framework:

- a) All requirements of Step 2 with prior comments addressed.
- b) Activity Data for all Milestones, Submittals, Procurement and Work by Others. Data includes:
 - (1) Activity ID;
 - (2) WBS ID;
 - (3) Responsibility (RESP) Code;
 - (4) Activity Type; and
 - (5) Calendar IDs.
- c) Resource Definitions (Level A only): labor resources, work types, and equipment resources detailed by crews, incorporating all Engineer comments to date.

Step 4: Preliminary Schedule:

- a) All requirements of Step 3 with prior comments addressed.
- b) Activity Data, including all logic, for all work required to be performed within the first 120 days after the NTP.
- c) All work after the first 120 days from NTP shall be shown in summary activities (summary activities shall not have durations greater than 60 days).
- d) Narrative explaining the sequence of the work and all critical Submittals and activities.

Step 5: Baseline Schedule – Activities and Logic:

- a) All requirements of Step 4 with prior comments addressed.
- b) Completed Schedule showing all work activities and logic for the complete Contract.
- c) Narrative Report.

Step 6: Baseline Schedule - Bid Item Loaded:

- a) All requirements of Step 5 with prior comments addressed.
- b) Complete Bid Item Loaded Schedule.
- c) Schedule Narrative which shall explain the use of resources and an explanation of all logic changes since the Baseline Schedule Submittal.

Step 7: Baseline Schedule - Resource Loaded Schedule (Level A Only):

- a) All requirements of Step 6 with prior comments addressed.
- b) Resource loading completed for all activities in the Schedule for the entire Project.
- c) Schedule Narrative, which shall explain the use of resources and an explanation of all logic changes made since the Baseline Schedule Submittal.

Step 8: Project Baseline Schedule:

- a) The Contractor shall incorporate and integrate all comments from the previous Steps into the Project Baseline Schedule to conform to the Plans and Specifications.
- b) The Project Baseline Schedule shall be revised and resubmitted until approved by the Engineer. The Contractor shall not change the Project Baseline Schedule after approval by the Engineer.

c. Project Schedule Updates.

Project Update Meetings shall be held every two weeks for Level A and monthly for Levels B and C from the time of Notice to Proceed to the completion of the Project. The Contractor shall be required to attend each meeting with all their update information (data as of the data date) compiled in advance. The Contractor shall furnish meeting minutes from the previous Project Meeting, a complete and accurate report of the current progress, a printed Critical Path report, a report of the days gained or lost relative to the Substantial Completion date and any other completion dates and a depiction of how future Work plans shall meet the Contract completion dates and depiction of how future work plans shall meet the contract completion dates. Failure to attend meetings or submit Schedule Updates may result in withheld Progress Payments. At each meeting, the Contractor shall provide sufficient copies of the updated schedules in the format acceptable by the Engineer.

The Contractor shall submit an electronic copy of the Schedule Update Submittals on the scheduled Project Update Meeting date, or no later than two (2) working days after the Project Schedule Update Meeting. Updates shall be submitted even in the absence of a Project Schedule Update Meeting. The Engineer shall have five (5) working days to review the Schedule Update Submittal. The Schedule Updates shall contain the following components:

- (i) Schedule Update Narrative;
- (ii) Schedule Activity Report – Past Month and Remaining;
- (iii) Schedule Activity Report Longest Path (per completion date);
- (iv) Two week Look Ahead Schedule;
- (iv) Predecessor/Successor Report;
- (v) Schedule Data File;
- (vi) Previous Meeting Minutes, and
- (vii) other reports requested by the Engineer.

Additional Requirements for Schedule Level "A" Projects:

- (i) the Contractor is required to submit a Four-Week Look Ahead Schedule rather than a Two-Week Look Ahead Schedule, and
- (ii) a monthly Resource Utilization Report.

All Schedule data, logic and duration changes, and any modifications to the Schedule shall be addressed and discussed with the Engineer at the Project Schedule Update Meeting. This shall be done prior to the Contractor submitting their final Schedule Updates.

Changes to the accepted Baseline Schedule will be detailed in the Schedule Update Narrative. The acceptance and inclusion of these changes will not be the sole basis of acceptance or entitlement to any time extension(s) or monetary compensation.

Schedule Update Submittals will never be used as the sole basis for any adjustment in the Contract Time(s), regardless of their acceptance by the Engineer. Any acceptance of the Schedule Update Submittal by the Engineer, either expressed or implied, will only apply to the issue of progress.

d. Schedule Requirements. The Department will provide the Contractor with templates during Schedule Development. The Schedules shall be developed and maintained in accordance with the following requirements:

1. Schedule Narrative: A description of the sequence of events summarizing the detailed Milestone Status, Critical Path, and all changes made to the Schedule, including Actual Dates, logic revisions, and Calendar and Duration changes. All Project Schedule Submissions shall include a Schedule Narrative as follows:

- (a) Preliminary Schedule Narrative. The Preliminary Schedule Narrative shall:
 - (1) Identify the data date and schedule file name.
 - (2) Describe the planned flow of work, including details of all key or driving activities/resources for the first 120 calendar days and summarize Project activities thereafter. Summary activities shall not be greater than 60 calendar days in duration.
 - (3) Identify proposed alternative methods and product substitutions.
 - (4) Include responses to all Engineer's comments and identify and explain all changes made to the Schedule Submission.
 - (5) Identify key constraints and potential problems affecting the Contractor's Work.
 - (6) For Schedule Level "A" Projects, the Preliminary Schedule Narrative includes:
 - (i) A detailed summary of planned labor utilization for the Project for the first 120 calendar days, including the average and maximum number of workers by craft designation on site each month, the shifts to be worked and actual and potential labor resource limitations.
 - (ii) A detailed summary of planned operated equipment utilization for the first 120 calendar days, including each type of operated equipment, the quantity each month, the criteria for mobilizing and demobilizing to and from the site and actual and potential resource limitations.

(b) Baseline Schedule Narrative. The Baseline Schedule Narrative shall:

(1) Identify the data date and schedule file name.

(2) Describe the planned flow of Work identifying all key or driving resources.

(3) Identify proposed alternative methods and product substitutions.

(4) Include responses to all Engineer's comments and identify and explain all changes made to the Schedule Submission.

(5) Explain treatment of adverse weather in the Baseline Schedule, including all activities that contain contingency days for adverse weather. Lack of preparation for normal adverse weather is non-excusable.

(6) Identify key constraints and potential problems affecting the Contractor's Work.

(7) For Schedule Level "A" Projects, the Baseline Schedule Narrative shall:

(i) Summarize planned labor utilization for the Project, including the average and maximum number of workers by craft designation on site each month, the shifts to be worked and actual and potential labor resource limitations.

(ii) Summarize planned operated equipment utilization, including each type of operated equipment, the quantity each month, the criteria for mobilizing and demobilizing to and from the site and actual and potential resource limitations.

(iii) Identify resolutions to constraints and potential problems, such as interface with plant operations, coordination with third parties, temporary Contractor facilities or fixed equipment planned for use.

(c) The Schedule Update Narrative shall:

(1) Identify the Update Period, the data date, and the schedule file name.

(2) Detail the Work accomplished in the past two weeks and Work planned for the next two weeks.

Project. (3) Identify and explain why any planned Work was not accomplished and how it affects the

Work. (4) Describe the activities driving the current critical path to each Milestone or Phase Completion

(5) Identify proposed alternative methods and product substitutions.

(6) Include responses to all Engineer's comments and identify and explain all changes made to the Schedule Submission.

(7) Identify any proposed elective changes, including the activities and logic changed, a description of the scope of the elective change, its effect on the Project, driving resources and key constraints.

2. Additional Requirements for Schedule Level A.

(a) Identification of activities with critical or near critical float (within ten (10) Working Days of the Critical Path) that were planned to occur during the Update Period, but did not occur or occurred later than the scheduled late start or late finish date, and an explanation of these delays. Identification of delays to activities taking place off the Project site, e.g., Submittal preparation, fabrication, and delivery activities.

(b) Provide a listing of all activities which have surpassed their planned duration by more than twenty (20) percent and justification for maintaining original planned durations for future activities of like work.

(c) A summary of changed plans for labor utilization for the Project, identifying the average and maximum number of workers on site each month. Identify actual and potential labor resource limitations. A summary of the actual labor utilization used over the past month.

(d) A summary of changed plans for equipment utilization for the Project, identifying each type of operated equipment to be used on the Work, the planned quantity of each type of operated equipment utilized each month, and all changes to the criteria for mobilizing and demobilizing each piece of equipment to and from the site. Identify actual and potential equipment resource problems. A summary of the actual equipment utilized over the past month.

3. CPM Schedules.

All CPM Schedules shall utilize a Work-Breakdown Structure (WBS) developed by the Contractor. The WBS shall be used as the primary code for displaying and organizing the graphical output schedules utilized for the project, unless otherwise directed by the Engineer. Title case shall be used for WBS and activity descriptions. The following is the basic dictionary for the WBS:

(a) Basic Structure for WBS, where XX are contract specific, alpha-numeric characters that will be defined by the Engineer.

<u>XX</u> .00	Contract Name
<u>XX</u> .10	Milestones
<u>XX</u> .15	Summary Activities
<u>XX</u> .30	Procurement/Shop Drawings
<u>XX</u> .40	Utility/RR & Work by Others
<u>XX</u> .60	Construction

(b) Project Naming Standards:

Preliminary Project Schedule: PS00
Baseline Schedule: BL00
Bi-Weekly Status Schedules: Uxxx
Recovery Schedule: Rxxx

(c) Project Milestones, Interim Completion Dates and Phase Completion Dates. The Contractor shall include Milestones, Interim Completion Dates and/or Phase Completion Dates, if specified in the Contract. Late Finish Constraints shall be assigned to these dates.

(d) Activity Codes. The CPM Schedules shall contain activity code classifications and code values. The Contractor shall propose a coding structure for the Engineer's review and acceptance. The activity code structure combined with the activity identification number shall provide the capability to organize information by location, road or ramp, structure, work type, Subcontractor, discipline, etc., as deemed necessary by the Engineer. The Contractor shall reserve three (3) code classifications (fields) and a minimum of six (6) characters for the Engineer's use.

RESP code will be utilized for identification of responsible party. RESP values shall be discussed at the Schedule Development Meetings.

(e) Activity Descriptions. An activity description shall consist of a work function, construction element and specific location of Work. No two activities will have the same description. Non-specific terminology shall not be used in the activity's description. Any abbreviations used in the activity descriptions shall be defined in the Schedule Narrative Report. The activity description shall be left-justified and in title case.

(f) Activity Durations. The CPM Schedule shall incorporate a minimal number of activities with durations less than two (2) working days and more than twelve (12) working days. The Contractor may request permission from the Engineer to assign durations greater than twelve (12) working days. If the Engineer accepts the Contractor's request to use a long duration, the reason for the request shall be detailed in the Preliminary and Baseline Schedule Narratives.

(g) Activity Type. The following types of activities are required in the Schedule:

(1) Milestones – The Contractor shall only use this Activity Type for Milestones, Interim Completion Dates and Phased Completion Dates as specified in the Contract.

(2) Summary (Hammock and Level of Effort Activities) Schedule Activities –The Contractor shall maintain a Summary Activity Schedule. These schedule activities shall remain in all of the Schedule Submittals. The predecessor and successor activities of the Summary Activities may be modified to include all those activities that are entered into the Schedule and considered part of the respective Summary Activity's scope of work.

(3) Task Activities - This is the primary activity type. All activities other than Milestone and Summary as defined above shall be task activities.

(h) Activity Dates. Activity Early and Late Start and Finish dates shall be calculated for each activity based upon the schedule data date, actual dates, schedule logic, schedule constraints, calendars, and original duration or remaining duration in accordance with the scheduling parameters defined in this section.

The Contractor shall provide actual start and finish dates to the Engineer for approval. In the event of a disagreement, the Engineer will assign the dates to be used for the activities at issue.

(i) Activity Bid Item Loading. All bid items listed in the proposal pages shall be assigned to its corresponding schedule activity or distributed to a group of activities through the use of Primavera's resources dictionary and resource assignment.

The total value and quantities of the activities allocated to each bid item shall equal the total value and quantities of the corresponding bid item listed in the proposal.

(j) Calendars. The Contractor shall include the below referenced calendars in the Schedule or may request approval from the Engineer to create additional calendars. It is the responsibility of the Contractor to schedule the Work in accordance with the Contract. The Contractor shall not schedule Work during winter shutdown or other contract shutdown periods unless permitted by Contract or as permitted by the Engineer. If work during the winter shutdown period is approved by the Engineer, the Department will not consider delays during this time period eligible for a time extension.

The following calendars are:

- Calendar 1 - 5-day workweek (includes Holidays and Winter Shut Down)
- Calendar 2 - Procurement
- Calendar 3 - 6-day workweek (includes Holidays and Winter Shut Down)
- Calendar 4 - 7-day workweek (includes Holidays and Winter Shut Down)
- Calendar 5 - 5-day workweek (includes Holidays and No Winter Shut Down)
- Calendar 6 - 6-day workweek (includes Holidays and No Winter Shut Down)
- Calendar 7 - 7-day workweek (includes Holidays and No Winter Shut Down)
- Calendar 8 - Interstate 5-day workweek (includes Holidays & Winter Shut Down)
- Calendar 9 - Interstate 6-day workweek (includes Holidays & Winter Shut Down)
- Calendar A - Seeding
- Calendar B - Wetland Seeding
- Calendar C- Plants B&B

(k) Data Date.

The following are the definitions of the data dates for the CPM Schedules:

- (i) Preliminary CPM Schedule –Date of Bid Opening
- (ii) Baseline CPM Schedule –Date of Bid Opening
- (iii) Status Update Schedules –TBD at Schedule Development Meeting

(l) Logic.

(1) The logic in the Schedules shall represent the progression of time and the sequence of work performed within the Contract Time(s). The CPM Schedules shall conform to the following requirements:

(2) Every activity shall have logically assigned predecessors and successors. Unless otherwise specified, "Bid Opening" shall be the only activity without a predecessor, "Substantial Completion" and each Milestone or Phase Completion shall be the only activities without successors.

Activity Constraints are limited to the use of Start-No-Earlier-Than and Finish-No-Later-Than, for access restraints and Completion Milestone(s) or Phase(s). The Contractor shall request permission from the Engineer to use these constraints for other activities prior to the incorporation in the CPM Schedule. The use of "Zero Free Float," "Start-On," "Expected Finish," "Mandatory Start" or "Mandatory Finish" is prohibited.

Activity lag durations shall not have a negative value unless approved by the Engineer. Activity lags shall not be used in lieu of logic relationships.

Redundant ties to preceding activities in a sequential series of activities is not allowed. A tie representing a different constraint will not be considered redundant.

(m) Schedule Layout Requirements. The Engineer will provide the Contractor with the required layouts and templates for the Schedule.

(n) Schedule Calculations. Performing scheduling calculations requires the following settings.

(1) Turn off automatic scheduling and leveling.

(2) When scheduling activities, apply retained logic.

(3) Calculate the start-to-start lag from early start.

(4) Schedule durations as contiguous.

(5) Show open ends as non-critical.

(6) Calculate total float as finish float.

(7) Summary calculations shall use Calendar No. 1 and the weighting factor for determining percent complete shall be duration.

(8) Set the auto-inserting option on automatic with a minimum increment of three (3).

(9) Initially set critical activities using defined critical as total float less than one (1). This option may be changed at the direction of the Engineer.

(10) Set language for output as U.S. English.

(o) Submittals and Procurement. The Schedule shall include activities for all items within the Contractor's Submittal List (CSL). Each submittal item shall have an activity for submittal preparation, review, fabrication, and delivery. The Contractor is responsible for the accuracy and completeness of its schedule activities, and for any delays resulting from inaccurate or incomplete submissions.

e. Review and Acceptance of Project Schedule Submittals.

The Engineer will review Schedule Submittals for conformance with the requirements of the Contract Documents. The planning, scheduling, and execution of the Work and the accuracy of any Project Schedule is the responsibility of the Contractor. The Contractor remains responsible for errors in any previously accepted Project Schedule, including but not limited to omitted activities, activity durations, relationships between activities, resource allocation, or any float suppression techniques. The Engineer may direct the Contractor to address and adjust schedules that do not accurately reflect the Work at any time, with no additional cost to the State. Acceptance of any Project Schedule does not relieve the Contractor of any responsibility for the completion of the work in conformance with all Contract requirements.

f. Progress Delays.

The Contractor shall identify and promptly report to the Engineer all schedule and progress delays during the prosecution of the work. Whenever the Project Schedule Update indicates late critical path progress by 20% or more in Contract Time, or at the Engineer's request, the Contractor shall develop and submit a Recovery Schedule in the form of a proposed Baseline Schedule Revision.

The Contractor is not relieved from the submission of Project Schedule Updates during the development of a Recovery Schedule.

The Recovery Schedule shall illustrate a clear process and procedure for eliminating or mitigating said delays to the Contract Time(s). The Recovery Schedule shall be submitted within (30) calendar days of the corresponding Project Schedule Update and is subject to approval by the Engineer.

Non-Excusable Delays: The development and submission of the Recovery Schedule shall be at no additional cost to the State.

Excusable Delays: The State may reimburse the Contractor for the costs of the development the Recovery Schedule.

The Engineer may withhold progress payments, either in whole, or in part if the Contractor fails to submit a Recovery Schedule.

1. Baseline Schedule Revisions.

Project Baseline Schedule Revisions shall conform to all requirements for approval of the Project Baseline Schedule and associated updates, including but not limited to inclusion of added or deleted activities, changes to logic or relationships, and a distribution of costs for the added Work or changes.

The Engineer shall review and comment on this revision within 14 calendar days of its submission.

The final draft of the proposed Baseline Schedule Revision shall incorporate all approved changes and be submitted for acceptance within 5 calendar days following the Engineer's approval.

The approved Baseline Schedule Revision shall be referred to as "Baseline Schedule of Record – rev #" in subsequent Project Schedule Update submittals.

A Baseline Schedule Revision is required whenever there is a change to the Baseline Schedule of Record or its corresponding Project Schedule Update, and whenever a Progress Delay threshold is triggered.

108.04 LIMITATION OF OPERATIONS. The Contractor shall conduct the work to assure the least interference with traffic. The Contractor shall have due regard to the location of detours and to the provisions for handling traffic. The Contractor shall not open up work to the prejudice or detriment of work already started or completed. The Department may require the Contractor to finish a section on which work is in progress before work is started on any additional sections if the opening of such section is essential to public convenience. Any extra costs will be considered under **Subsection 104.4; Alterations in the Plans or Details.**

108.05 CHARACTER OF WORKERS. The Contractor shall employ sufficient labor, supervision, and equipment for prosecuting the several classes of work to full completion in the manner and time required by the Contract.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to satisfactorily perform such work.

Any person employed by the Contractor or by any subcontractor who does not perform the work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Department, be removed forthwith by the Contractor or subcontractor employing such person and shall not be employed again in any portion of the work without the approval of the Department.

Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Department may withhold progress payments from the Contractor which are or may become due and suspend the work by written notice until such orders are complied with.

108.06 METHODS AND EQUIPMENT. All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall not cause injury to the roadway, adjacent property, or other highways.

When the methods and equipment to be used by the Contractor are not prescribed in the Contract, the Contractor shall use any methods or equipment that will accomplish the contract work in conformity with the requirements of the Contract.

When the Contract specifies the use of certain methods and equipment, these methods and equipment shall be used unless others are approved by the Department. If the Contractor desires to use a method or type of equipment other than those specified in the Contract, it may request approval from the Department for such use. The request shall be in writing and shall include full description of the methods and equipment proposed for use and the reasons for making the change. If approval is granted, it will be on the condition that the Contractor will be responsible for producing construction

work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Department determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality or take such other corrective action as the Department may direct. No change will be made in the basis of payment for the construction items involved nor in contract time as a result of approving a change in methods or equipment.

108.07 DETERMINATION AND EXTENSION OF CONTRACT TIME.

a. **Completion Time.** The number of days allowed for the completion of work, or date by which the work shall be completed, will be stated in the Proposal and Contract Agreement, and will be known as the "Contract Time."

The time for completion stated in the Contract, is expressed as a fixed calendar date, and is based on the original quantities as defined in **Subsection 102.3; Interpretation of Quantities in Bid Schedule**. If satisfactory completion of the Contract requires work to be performed in greater quantities than those set forth in the Contract Documents, and the Contractor shall show to the satisfaction of the Department that the additional work effects his schedule and contract completion date(s), the time allowed for completion shall be increased on a basis corresponding with the new contract schedule.

The time for completion stated in the Contract has been developed on the assumption that work will be suspended during winter shutdown, i.e., the period from December 15th through the following April 15th unless otherwise specified in the contract documents.

b. **Delays.** If the Contractor finds it beyond their control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this Subsection, the Contractor may, at any time prior to the expiration of the contract time, make a written request to the Department. The Contractor's claim that insufficient time was specified is not a valid reason for extension of time.

The Contractor shall be responsible for notifying the Resident Engineer within thirty (30) calendar days of any Department action or omission which the Contractor believes has delayed or may delay the project. Notification and documentation of the delays shall be in accordance with **Section 105.21 Project Delays**. Such notification shall be a precondition to consideration of an extension of time.

If the Department determines that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the time for completion may be extended for such period as conditions justify.

c. **Requirements for Time Extension Request.** The Contractor's request shall be submitted as a comprehensive Time Extension Request Package. It shall include a narrative, project schedules, copies of all supporting documentation, and related correspondence. The submissions shall be considered a single package and all information shall mutually substantiate the requested extension of time.

1. At a minimum the narrative shall include the following:

(a) Detailed project history including overall project performance by the Contractor, subcontractors, the Department, and third parties that affected the necessity for the time extension request.

(b) Identification, description, and documentation for each delay issue. This shall include the circumstances which occurred resulting in the delay, the responsible parties for the delay and when the Contractor notified the Department regarding the delay. The number of calendar days each delay impacted each milestone shall be calculated and reported.

(c) Identification, description, and documentation for each mitigation action. This shall include the actions taken by each party to mitigate delays, the dates of such actions, and the resulted calendar days which were gained or mitigated by such actions.

2. At a minimum, project schedules shall be included in the Time Extension Package to substantiate the delays and mitigation actions to the project. Department Accepted Schedules shall be referenced as is; schedules either Accepted as Noted, Not Accepted, or Rejected shall be corrected before for use in the delay analysis. The number of days requested shall be substantiated by the project schedules.

3. At a minimum the project documentation and correspondence shall be included in the submitted Time Extension Package. This documentation shall include letters, memos, directives, field notes, emails, etc. which substantiates any delays or mitigation detailed in the narrative.

108.08 FAILURE TO COMPLETE ON TIME.

a. **Phased Completion, Interim Completion and Substantial Completion.** For each day, including work days, Saturdays, Sundays, and Holidays, that any unit or portion of the work shall remain uncompleted as defined by **Subsection 105.17; Acceptance, Para. a., Partial Acceptance**, the applicable Daily Charge will be deducted from any money due the Contractor, not as a penalty but as liquidated damages. The Job Specific Phased and Interim Completion Dates and Associated Liquidated Damages are defined in **Special Provision Code 108.1000; Prosecution and Progress**.

An adjustment of the contract time for completion of the work granted under the provisions of **Subsection 108.7** hereto will be considered in the assessment of liquidated damages.

Permitting the Contractor to continue and finish the work, or any part of it, after the contract time, or any extensions thereof, has passed will not waive the Department's rights under the Contract. Unless otherwise specified, liquidated damages will not be assessed during the winter shutdown period, i.e., December 15th through the following April 15th.

b. **Final Completion.** For each day, including work days, Saturdays, Sundays, and Holidays, that any work shall remain uncompleted after the time established for completion of the work in **Subsection 105.17; Acceptance, Para. b, Final Acceptance**, the applicable Daily Charge specified below, will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages. An adjustment of the contract time for completion of the work granted under the provisions of **Subsection 108.7** hereto will be considered in the assessment of liquidated damages.

Permitting the Contractor to continue and finish the work, or any part of it, after the contract time or any extensions thereof, has passed will not waive the Department's rights under the Contract. Unless otherwise specified, liquidated damages will not accrue during the winter shutdown period, i.e., December 15th through the following April 15th.

Rates for liquidated damages will be established in accordance with the Schedule. When the contract time is either the calendar day or fixed calendar day basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days will be used.

Schedule of Liquidated Damages Original

Contract Amount		Daily Charge		
From More Than	To and Including	Calendar Day or Fixed Date	Work Day	
\$ 0	25,000	\$ 200.00	\$ 300.00	
25,000	50,000	350.00	500.00	
50,000	100,000	450.00	600.00	
100,000	500,000	900.00	1,200.00	
500,000	1,000,000	1,200.00	1,700.00	
1,000,000	2,000,000	1,500.00	2,050.00	
2,000,000	6,000,000	1,950.00	2,700.00	
6,000,000	10,000,000	2,350.00	3,250.00	
10,000,000	No Limit	12,000.00	12,000.00	

108.09 DEFAULT OF CONTRACT

a. Conditions. If the Contractor;

1. Fails to begin the work under the Contract within the time specified in the Notice to Proceed, or
2. Fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work, or
3. Fails to perform the work in accordance with the contract requirements and/or refuses to remove and replace rejected materials or unacceptable work, or
4. Discontinues the prosecution of the work, or
5. Fails to resume work that has been discontinued within a reasonable time after notice to do so, or
6. Becomes insolvent or is declared bankrupt, files a voluntary petition for bankruptcy under the Federal Bankruptcy Act, or commits any act of bankruptcy or insolvency, or
7. Allows any final judgment to remain unsatisfied for a period of 10 days, or
8. Is a party to fraud, or
9. Makes an assignment of the Contract for the benefit of creditors, or
10. Fails to comply with contract requirements regarding minimum wage payments or EEO requirements, or
11. Fails to carry on the work in an acceptable manner in accordance with the Contract requirements; the Department may declare the Contractor to be in default of the Contract and shall give notice in writing to the Contractor and the Surety of such default, advising the Contractor of actions required to remedy said default.

If the Contractor or Surety, within a period of 10 days of receipt of such notice, does not proceed in accordance therewith, then the Department will have full power and authority, without violating the Contract, to assume prosecution of the work from the Contractor. The Department may appropriate or use the Contractor's materials and equipment at the site as may be suitable for use in the project and may enter into an agreement with another contractor for the completion of said Contract according to the terms and provisions thereof or use such other methods as in the opinion of the Department will be

required for the completion of Contract.

All costs and charges incurred by the Department as a result of the default, including the cost of completing the work under Contract and any applicable liquidated damages, will be deducted from any monies due or to become due the Contractor. If such costs exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Department the balance of such costs in excess of the contract amount.

If it is determined, after termination of the Contractor's right to proceed, that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department in accordance with **Subsection 108.10**. Thus, damages to

which a Contractor may be entitled as a result of the improper default termination will be limited to appropriate amounts for the items listed in **Subsection 108.10; Termination of Contract**.

108.10 TERMINATION OF CONTRACT.

a. Reasons for Termination. The Department may terminate the entire Contract, or any portion thereof, when the Contractor is prevented from proceeding with the prescribed work for any of the following reasons:

1. An Executive Order of the President of the United States with respect to the prosecution of war; in the interest of national defense; or any civil emergency or natural disaster.
2. An Executive Order of the Governor of the State with respect to a natural disaster or civil emergency.
3. Court orders relating to energy consumption, and orders or injunctions obtained by third party action resulting from national or local environmental protection laws.
4. Discovery of unanticipated archaeological artifacts of a significant nature that would require extensive and time-consuming delays in the work for the purposes of identification, evaluation, and possibly recovery.
5. Occurrence of an unanticipated environmental situation of a significant nature that would require extensive and time-consuming delays in the work for the purposes of identification, evaluation, and possibly mitigation.
6. Any other circumstances beyond the control of either the Department or the Contractor that precludes the orderly prosecution or completion of the work and that is in the public interest.

The Department shall terminate the Contract by delivering to the Contractor a Notice of Termination which shall specify the extent of the termination, the reasons therefore, and the effective date thereof.

b. Termination Procedures. After receipt of a Notice of Termination, and except as directed by the Department, the Contractor shall immediately proceed with the following obligations:

1. Stop work as specified in the notice.
2. Place no further subcontracts or orders (referred to as subcontracts in this clause for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. With approval or ratification to the extent required by the Department, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

5. As directed by the Department, transfer title and deliver to the Department the fabricated, partially fabricated, or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the Department.

6. Complete performance of the work not terminated.

7. Take any action that may be necessary, or that the Department may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the Department has or may acquire an interest.

8. At the direction of the Department, acceptable materials obtained by the Contractor for the Project, but which have not been incorporated therein, may be purchased from the Contractor at actual cost delivered to a prescribed location, or disposed of as mutually agreed.

When the Department orders termination of a Contract, or portion thereof, effective on a certain date, all completed items of work as of that date will be paid for at the contract bid prices. Payment for partially completed work will be made either at agreed prices or in accordance with the subparagraph below entitled, "Contractor and Department Fail to Agree." Items that are eliminated in their entirety by such termination shall be paid for as provided in **Subsection 109.13; Eliminated Items**.

The Contractor shall submit, within 60 days of the effective termination date, a claim for additional damages or costs not covered above or elsewhere in the Contract. Such claim may include such cost items as reasonable idle equipment time, mobilization efforts, bidding and project investigative costs, overhead expenses attributable to the project terminated, legal and accounting charges involved in claim preparation, subcontractor costs not otherwise paid for, actual idle labor cost if work is stopped in advance of termination date, guaranteed payments for private land usage as part of the original Contract, and any other cost or damage for which the Contractor feels reimbursement should be made. The intent of negotiating this claim would be that an equitable settlement be reached with the Contractor. In no event will loss of anticipated profits be considered as part of any settlement.

The Contractor and the Department may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work performed. The Contract shall be amended, and the Contractor paid the agreed amount.

c. Contractor and Department Fail to Agree. If the Contractor and the Department fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Department will pay the Contractor the amounts determined by the Department as follows, but without duplication of any amounts agreed upon above;

1. For contract work performed before the effective date of termination, the total of the following:

(a) The cost of this work;

(b) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the termination portion of the Contract; and

(c) A sum, as profit on (a), above, determined by the Department to be fair and reasonable; however, if the Contractor would have sustained a loss on the entire Contract had it been completed, the Department shall allow no profit and shall reduce the settlement to reflect the indicated rate loss.

2. The reasonable costs of settlement of the work terminated, including:

(a) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and support data;

(b) The termination and settlement of subcontracts (excluding the amounts of such settlements);

and

(c) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

3. Except for normal spoilage, and except to the extent that the Department expressly assumed the risk of loss, the Department shall exclude from the amounts payable to the Contractor, the fair value, as determined by the Department of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Department or to the buyer.

4. In arriving at the amount due the Contractor under this clause, there shall be deducted:

(a) All unliquidated advance or other payments to the Contractor under the terminated portion of this Contract;

(b) Any claim which the Department has against the Contractor under this Contract; and

(c) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Department.

d. Partial Termination. If the termination is partial, the Contractor may file a proposal with the Department for an equitable adjustment of the price(s) of the continued portion of the Contract. The Department shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Department.

e. Records. The Department may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if the Department believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

The Contractor shall maintain and make available all project cost records to the Department for audit to the extent necessary to determine the validity and amount of each item claimed. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the Department, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Department, photographs,

microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

f. Contractual Responsibilities. Termination of a Contract or portion thereof shall not relieve the Contractor of contractual responsibilities for the work completed, nor shall it relieve the Surety of its obligation for and concerning any just claim arising out of the work performed.

SECTION 109

MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES. Work completed under the Contract will be measured by the Department according to United States standard measure, or by the metric system when the Contract so provides.

A station when used as a definition or term of measurement will denote 100 linear feet.

The method of measurement and computations to be used to determine quantities of materials furnished and work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures in the roadway having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Plans.

Structures will be measured according to neat lines shown on the Plans or as altered to fit field conditions.

Items which are measured by the linear foot, such as pipe culverts, curb, guardrail, underdrains, etc., will be measured parallel to the base or foundation upon which such structures are placed, unless otherwise shown on the Plans.

In computing volumes of excavation, the average end area method, or other acceptable methods, will be used.

The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pile, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fractions of inches.

The term "gauge" shall mean the standard gauges as established by AASHTO, ASTM, U.S.A.S.I. or Manufacturer's standards, in the order of precedence listed.

The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. Materials which are measured or proportioned by weight shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the Department. If material is shipped by rail, the car weight may be accepted provided that payment is made only for the actual weight of such material. However, car weights will not be acceptable for material that is passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Department directs. Each truck shall bear a plainly legible identification mark.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured in such vehicles at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Department, provided that the body is of such shape that the actual volume may be readily and accurately determined. Vehicles shall be loaded to at least their water level capacity and all loads shall be leveled when the vehicles arrive at the point of delivery. However, any "heap" above the water level line may be computed for quantity if authorized by the Department.

When requested by the Contractor and approved in writing by the Department, material specified to be measured by the cubic yard may be weighed and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Department and shall be acceptable to the Contractor before such method of measurement of quantities is employed.

Bituminous materials will be measured as indicated in the Proposal. Volumes will be measured at 60° F or will be corrected to the volume at 60° F using ASTM D1250 for asphalts or ASTM D633 for tars.

Net certified scale weights, or weights converted from certified volumes in the case of rail shipments, will be used as a basis of measurement. Such weights, however, shall be subject to correction whenever bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights or volume subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the pound.

Timber will be measured by thousand foot-board measure (M.F.B.M.) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used in the Bid Schedule as an item of payment will mean complete payment for the work so described in the Contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured by time in hours of actual working time and necessary travel time within the limits of the project. If special equipment has been ordered by the Department in connection with force account work, travel time and transportation to the project will be measured. If equipment has been ordered held on the job on a standby basis by the Department, half-time rates for the equipment will be paid.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the respective industries will be accepted.

Scales for the weighing of highway and bridge construction materials that are required to be proportioned or measured and paid for by weight, shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales.

Scales shall be accurate within ½ of 1 percent of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the Inspector before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 1/10 of 1 percent of the nominal rated capacity of the scale; but not less than 1 pound. The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be arranged so that the operator and inspector can safely and conveniently view them.

Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales over weighing (indicating more than true weight) will not be permitted to operate and materials received subsequent to the last correct weighing accuracy test will be reduced by the

percentage of error in excess of $\frac{1}{2}$ of 1 percent.

In the event inspection reveals the scales have been under weighing, they shall be adjusted and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

Costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house, and for all other items specified in this Subsection for weighing of highway and bridge construction materials for proportioning or payment shall be included in the unit contract prices for the various pay items of the project.

When the estimated quantities for a specific portion of the work are designated as pay quantities in the Contract, they shall be the final quantities for which payment will be made, unless the dimensions of the work shown on the Plans are revised by the Department. If revised dimensions result in an increase or decrease in the quantities of work, the final quantities for payment will be revised in the amount represented by the authorized changes.

109.02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials and for performing all work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature or prosecution of the work, subject to the provisions of **Subsections 104.3; Differing Site Conditions and 107.16; No Waiver of Legal Rights.**

If the "Basis of Payment" clause in the specifications relating to any unit price in the Bid Schedule requires that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Contract.

109.03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the Bid Schedule, the Contractor shall accept payment at the original contract lump sum breakdown prices for the accepted quantities of work performed. No allowance will be made for any reason except as provided for in **Subsections 104.3; 104.5; and 104.7; Differing Site Conditions, Extra Work, and Significant Changes in the Character of the Work**, respectively.

109.04 DIFFERING SITE CONDITIONS, CHANGES, EXTRA WORK AND FORCE ACCOUNT WORK.

a. Methods of Payment. Differing site conditions, changes, extra work, and significant changes in the character of the work, all performed in accordance with **SECTION 104; SCOPE OF WORK**, will be paid for in accordance with the following methods as appropriate:

1. Contract unit prices.
2. Unit prices agreed upon in the order authorizing the work.
3. An agreed upon lump sum amount.
4. If directed by the Department, on a Force Account Basis to be compensated in the following manner:

(a) Labor. For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the rate of wage actually paid as shown by its certified payroll, which rate shall be at least the prevailing rate of wage (or scale), for each and every hour that said labor and foremen are actually engaged in the work.

No part of the salary or expenses of anyone connected with the Contractor's forces above the grade of foreman, and having general supervision of the work, will be included in the labor item as specified above.

The Department reserves the right to determine the number and type of labor employed.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

An amount equal to 20 percent of the sum of the above items will also be paid the Contractor.

(b) Bond, Insurance and Tax. For property damage, liability, worker's compensation insurance premiums, unemployment insurance contributions, and social security taxes incurred on force account work, the Contractor shall receive the actual cost, to which cost a surcharge of 6-percent will be added. For Worker's Compensation Insurance Premiums, the Contractor shall receive the actual cost of the Worker's Compensation costs incurred, which shall be calculated net of all applicable credits, rebates, refunds and allowances. A surcharge will be added to the actual costs incurred. The surcharge amount is calculated from the Experience Modification Factor (MOD Factor) as follow:

1. For MOD factors greater than 1.0 the surcharge is 6%
2. For MOD factors greater than 0.80 and less than or equal to 1.0 the surcharge is 8%
3. For MOD factors less than or equal to .80 the surcharge is 10%

The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bonds, insurances and taxes. In addition, the Contractor shall submit a copy of their Worker's Compensation policy showing the current MOD factors.

(c) Materials. For materials accepted by the Department and used in the work, the Contractor shall receive the actual cost of such materials delivered to the site, including transportation charges paid (exclusive of machinery rentals as hereinafter set forth), to which cost a surcharge of 15 percent will be added. The Contractor will not be reimbursed for any penalty or carrying charge incurred due to late or delayed payment for materials used in the work.

(d) Equipment. For any machinery or special equipment (other than small tools) including transportation cost, the use of which has been authorized by the Department, the Contractor shall receive either the "hourly rental rates" as prescribed herein by the Department, or the actual documented cost plus an amount equal to 10 percent of said actual documented cost, whichever is less. Under no circumstance shall the payment exceed the replacement cost of the equipment.

All rental rates shall include the estimated operating cost as indicated for that equipment in either the Rental Rate Blue Book or the Rental Rate Blue Book for Older Equipment, including the Rate Adjustment Tables approved for projects wholly or partially funded by the Federal Highway Administration (FHWA). Operators' wages are not included in the estimated operating cost and are paid separately, except for certain specified equipment in which the operator's wages are included.

The "hourly rental rate" for an individual piece of equipment shall be determined by dividing the associated monthly rate, modified by the Rate Adjustment Tables, as contained in the Rental Rate Blue Book by one hundred seventy-six (176). There will be no adjustment to the hourly rate for the period of use.

For rented equipment, the cost shall be based on the actual documented cost plus an amount equal to 10-percent of said actual documented cost, subject to the conditions set forth below. The actual documented cost shall consist of the paid invoice for rented equipment plus other documented operating costs (i.e. fuel, maintenance, repairs, etc.).

Actual documented costs plus 10 percent of said costs shall not exceed the cost as calculated from the RENTAL RATE BLUE BOOK or the RENTAL RATE BLUE BOOK FOR OLDER

CONSTRUCTION EQUIPMENT. The Contractor shall submit documentation for both the hourly rental rates and actual documented costs to determine that the actual documented costs plus 10 percent of said costs does not exceed the calculated rental rate costs. No percentage surcharges will be added to the "Blue Book" rates as prescribed herein for rented equipment.

For equipment which is already on the project, the rental period shall start when such equipment is ordered to work by the Department and shall continue until ordered to stop work.

For equipment which has to be brought to the project specifically for use on force account work, the State will pay all loading and unloading costs, and all transportation costs to and from the project, including assembling and dismantling, provided, however, that the cost of return transportation shall not exceed that of moving the equipment to the project. Loading, unloading and transportation costs will not be paid if the equipment is used for work other than force account work while on the project. The rental period shall start at the time the equipment is ready for operation and shall extend during the period of time the equipment is actually utilized on force account work. The rental period shall end when the equipment is released by the Department.

All equipment, including trucks, shall, in the judgment of the Department, be in good working condition and suitable for the purpose intended. The Department reserves the right to determine the number of units of the various types of equipment to be employed on force account work. The manufacturer's model identification shall be the basis for identifying the type of equipment for payment purposes. Certification for the model year of the equipment will be required.

(e) Subcontracting. For work performed by a subcontractor, the Contractor shall accept as full payment an amount equal to the actual cost to the Contractor of such work performed by the subcontractor, as determined by the Engineer, plus 10 percent of said cost.

(f) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(g) Compensation. The Contractor's representative and the Department shall daily compare records of work completed on a force account basis. The Department will then prepare the daily work sheets and said sheets will be signed by the Contractor's representative no later than noon of the next working day.

(h) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Department with six copies of itemized statements of the cost of such work, incurred on a daily basis, and detailed as follows:

- (1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- (3) Quantities of materials, prices, and extensions.
- (4) Transportation of materials.
- (5) Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions, and social security taxes.

Statements shall be accompanied and supported by certified payrolls and receipted invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

109.05 PAYMENT FOR WORK .

a. General. The Department will make payment for Work before the Project is accepted and final payment is made. These payments for Work will be processed via progress payments. To receive a payment for Work, the Contractor shall prepare an invoice in accordance with **Subsection 109.06(c)**. The Department may suspend progress payments if the Contractor does not comply with the terms of the Contract or the Engineer's instructions or written directives. The Department will notify the Contractor whenever progress payments will be suspended. Processing of progress payments for work prior to the Department's acceptance and final payment of the Work does not constitute the Department's acceptance of the Work, and does not relieve the Contractor of responsibility for the Work, which includes but is not limited to:

1. Protecting, repairing, correcting, maintaining, or renewing the Work where necessary to meet Contract requirements before acceptance.
2. Replacing or repairing all defective work or materials used in the construction of the Work, and repairing all damage to other work or materials whose damage is attributable to such defective work or materials.
3. All defects or damage that the Engineer may discover on or before the Engineer's acceptance and final payment of the Work. The Engineer is the sole judge of these defects or damage.

b. Frequency. The Department will make progress payments bi-weekly (every two weeks) in accordance with established Department procedures. Progress payments will be subject to a 5 percent retainage.

c. Invoice for Payment for Work. The Contractor shall submit an invoice for payment bi-weekly (every two weeks), and, as requested by the Engineer, a weekly progress report for review detailing the items included in the invoice. The Contractor shall utilize and complete invoice forms supplied by the Department, including a certification for payment, in accordance with the instructions contained thereon.

d. Invoice for Partial Payment for Materials, Supplies, and Equipment. The Engineer may allow invoicing as provided above and permit partial payments for those materials, supplies, and equipment delivered to an approved location but not yet incorporated into the Work. Payment for materials, supplies and equipment furnished at an approved site but not yet incorporated into the Work will not exceed the lesser of the following amounts:

1. 100 percent of the cost incurred by the Contractor, or
2. 80 percent of the value calculated by multiplying the quantity of the item delivered by the unit price for the corresponding item in the Bid Schedule.

For verification of costs, the Contractor shall provide the Engineer with an original paid supplier's invoice for the furnished materials, supplies or equipment within thirty (30) days after receiving the partial payment. Otherwise, the amount of the partial payment will be deducted from subsequent invoices.

The Engineer will not approve any payment for perishable plant materials until such plant materials are planted as specified in the Contract.

e. Engineer's Review of Contractor's Request for Payment for Work and Request for Partial Payment for Materials, Supplies, and Equipment. Upon receipt of the Contractor's invoice, the Engineer will review the invoice and may approve or reject payment or portions thereof. The Engineer will notify the Contractor in writing of any modifications and/or rejection of the invoice. Modifications and reasons for the change will be made to the Excel spreadsheet in the columns provided. In the case of a rejection, the Engineer will request that the invoice be resubmitted.

f. Subcontractor Payments and Release of Retainage. The Contractor shall notify RIDOT within 7 days upon the Contractor's assessment that the subcontractor's work is complete and ready for inspection for partial acceptance by RIDOT.

The Contractor shall make progress payments to the subcontractor incrementally as the Contractor is paid progress payments by RIDOT, with each progress payment made no more than 30 days from when so paid by RIDOT. The Work of a subcontractor will be inspected by RIDOT within 14 days of the date of Contractor's notification for partial acceptance. Within 30 days of partial acceptance of the completed subcontract work, the Department will pay the Contractor for all work covered by the acceptance including the relevant portion of retainage due the subcontractor. Within 30 days of receipt of such payment, the Contractor shall pay the subcontractor for all accepted subcontract work including all retainage owed. The Contractor must obtain RIDOT's prior written consent for good cause delays in or postponement of payment to the subcontractor.

g. Final Release of Contractor Retainage. Retainage due the Contractor will be released when all documentation requirements and items on the Punch List have been addressed to the satisfaction of the Engineer.

Procedures for Payment for Work

The Contractor shall prepare an invoice to apply for a payment for work completed. This invoice shall utilize the Request for Payment templates supplied by the Department, including the following attachments:

- A. Detailed Invoice** - The detailed invoice shall be submitted in both hard copy and Excel® and include the following information:
1. The date of the invoice.
 2. The Project Name and State and Federal-Aid Project Numbers.
 3. The Contract Item number(s) and name(s) for which the Contractor is seeking payment, as they appear in the Contract Proposal.
 4. The date(s) each Contract Item was performed.
 5. Name of Contractor/Subcontractor(s) that performed the work.
 6. The location(s) where the Work associated with each Contract Item was performed, cross referenced to the location(s) shown in the Distribution of Quantities.
 7. Invoiced Item Quantities: The quantity of each Contract Item performed by date and by location since the previous invoice.

For Lump Sum Items, the Contactor shall provide the percentage of work completed since the previous invoice. Prior to the start of work, the Contractor shall submit a Lump Sum Item Breakdown for the Engineer's review, acceptance and allocation of payments for the item, in accordance with **Section 109.07** of the Standard Specifications.

All calculations shall conform to the Method of Measurement and Basis of Payment portions of the appropriate Item Code(s). Documentation shall include, but is not limited to, backup calculations, measurements, sketches, and related supporting information.

8. Cumulative Item Quantities: A cumulative total of the quantities performed for each Contract Item, including the current request.
9. Bid Prices: The Contract Price for each Contract Item, including Unit Bid Items and Lump Sum Bid Items as applicable, shall be listed for each item being invoiced.
10. Extended Prices: Calculate the extended price of each item being invoiced in this request.

For Unit Bid Items, this is to be calculated by multiplying each item quantity completed during the invoice period by its Contract Unit Bid Price (i.e., Extended Price \$ = Qty. Invoiced x Unit Bid Price).

For Lump Sum Items, this is to be calculated by multiplying each item by the percentage of work completed during the invoice period by its Lump Sum Bid Price (i.e., Extended Price \$ = %Complete-this-invoice-period x Lump Sum Bid Price).

11. Total Invoice Price: Sum all extended prices calculated in step 10 and report this amount as the total amount being invoiced under the request.

- B. Certificates of Compliance** - A list of the Certificate(s) of Compliance attached or that have been submitted to the Department, including date(s) submitted, for the work that is listed on the invoice in accordance with **Section 106.04, Certification of Compliance**.
- C. Certified Payrolls** - A list of the certified payrolls attached or that have been submitted to the Department, including date(s) submitted, for the work that is listed on the invoice. List all outstanding payrolls yet to be submitted by week ending date and Contractor\Subcontractor(s).
- D. Subcontractor Payments** - A list of all payments (including all retainage payments) made to date to subcontractors for amounts previously billed and paid by the State for the related project. The Contractor shall include as a supplement to Attachment D signed Subcontractor Progress Payment Verification forms for all subcontractors in accordance with the Department's internal Policy for Subcontractor Prompt Payment, as amended.
- E. Extra Work**- A list of approved and/or potential extra work subject to approval, including dates(s) when the work was identified and/or approved, and a description and associated cost(s) of the work, including information pertaining to when and by whom the work was performed.
- F. EEO Certification** - A statement that all EEO documentation has been submitted as

required by the Contract.

G. As-Built Data - A set of as-built data in hard copy or electronic form of the work billed on the invoice, including plans, sketches, diagrams and all other information necessary for resulting in a complete and accurate set of as-built data representing the work completed. A final set of as-built plans is also required in accordance with **Section 934.03.3 (h), Field Control and Construction Layout.**

General - Outstanding or missing documentation for Items A through G above will be a basis for rejection and/or modification of the Request for Payment.

109.06 PARTIAL PAYMENT OF LUMP SUM ITEMS.

Each monthly period the Engineer and the Contractor will consult and subsequently agree on the progress of work performed under those lump sum items indicated in the Bid Schedule. Partial payments for such work will be made to the Contractor based on the Engineer's estimate of the value of said work.

The Contractor shall submit to the Engineer for approval two copies of the breakdown of each lump sum bid item that appears in the Bid Schedule, (excluding the Mobilization item) within thirty (30) calendar days after the date of the Notice to Proceed. The breakdown of Lump-Sum items shall consist of the Contractor's quantities using standard item codes and Job Specific item codes with the unit prices and the units of measurement used in preparing the bid. All other additional costs (such as engineering, shop drawings, formwork, equipment, etc.) to complete those items of work shall be included in the breakdown of those listed Lump Sum items. For other lump sum items, the Contractor shall provide a breakdown of the various items that constitute the respective lump sum work items.

The Engineer will use the Lump Sum breakdowns submitted by the Contractor if they fairly represent the cost of the various items of work. If, in the opinion of the Engineer, the prices submitted by the Contractor do not fairly represent the cost of the various items of work, the Engineer may substitute other prices that do fairly represent the cost of such work.

For tracking and Payment purposes, it is acceptable to bundle item codes (example: Remove & Replace Sidewalk might include R&D Concrete, Earth excavation, Trimming and Fine Grading, Gravel Borrow and Concrete)

109.07 PAYMENT OF WITHHELD FUNDS.

1. **Payment.** Upon request, the Department will make payment of funds withheld from progress payments if the Contractor deposits, in escrow, securities eligible for the investment of State funds or bank certificates of deposit, upon the following conditions:

2. The Contractor shall bear the expenses of the Department and the State Treasurer in connection with the escrow deposit made.

3. Securities or certificates of deposit to be placed in escrow will be subject to the approval of the Department and, unless otherwise permitted by the escrow agreement, shall be of a value of at least 100 percent of the amounts of retention to be paid to the Contractor pursuant to this Section.

4. The Contractor shall enter into an escrow agreement satisfactory to the Department.

5. The Contractor shall obtain the written consent of the Surety to the agreement.

109.08 ACCEPTANCE AND FINAL PAYMENT. When the project has been accepted as provided in **Subsection 105.17**, the Department will prepare the final estimate of work performed. If the Contractor approves the final estimate or files no claim or objection to the quantities therein within 30 days of receiving the final estimate, the Department will process the estimate for final payment. With approval of the final estimate by the Contractor, payment will be made for the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provision of the Contract.

If the Contractor files a claim in accordance with Contract requirements, it shall be submitted in writing in sufficient detail to enable the Department to ascertain the basis and amount of such claim. Upon final adjudication of the claim, any additional payment determined to be due the Contractor will be placed on a supplemental estimate and processed for payment.

All prior partial estimates and payments will be subject to correction in the final estimate and payment.

109.09 COMPENSATION FOR PROJECT DELAYS.

109.09.1.1 Compensable Delays. The Department will provide an equitable adjustment to the Contractor for those delays created by the Department's acts or omissions. Unless otherwise specified, the Contractor assumes the risk of damages from all other causes of delay.

The term "delay" shall be deemed to mean any event, action, force or factors which extends the Contractor's time of performance of the Contract. This Subsection is intended to cover all such events, actions, forces or factors, whether they be styled "delay," "disruption," "interference," "impedance," "hindrance" or otherwise.

Strict compliance with the provisions of this Subsection will be an essential condition precedent to any equitable adjustment for delays.

109.09.1.2 Limitation of Costs. Only the additional actual costs associated with the following items will be recoverable by the Contractor as an equitable adjustment for delays.

109.09.1.3 Documented and substantiated additional or escalated job site non-salaried labor expenses.

109.09.1.4 Documented and substantiated additional or escalated costs for materials.

109.09.1.5 Documented and substantiated equipment costs or escalated equipment costs. When measuring additional equipment expenses (i.e., ownership expenses) arising as a direct result of a delay caused by the Department, use actual records kept in the usual course of business, and measure increased ownership expenses pursuant to generally accepted accounting principles.

109.09.1.6 Documented and substantiated extended job-site overhead to include those costs necessary to maintain the job site during the delay such as field office (inclusive of equipment, copy and fax machines, computers etc.), field office utility bills (i.e. electricity, gas, water, etc.), field office supplies and janitorial services, and security. Under no circumstances will any of the contractor's labor costs (inclusive of extended field labor) be paid under extended job-site overhead. Labor costs are paid subject to the conditions of No.b.1 and No.b.5 of this section.

109.09.1.7 An additional surcharge of 10 percent of the total of items 1, 2, 3, and 4, to account for home office overhead as well as all salaried labor (both home office and extended field supervision), and profit.

Note: Where documentation, payment for equipment, and/or cost substantiation is specified,

the Contractor shall adhere to the requirements in **Section 109.4** of these Specifications. Payment for costs submitted for reimbursement will be made only to the extent that the requirements of **Section 109.4** are met to the satisfaction of the Department.

109.09.1.8 Waiver of Liability. The parties agree that, in any adjustment for delay costs, the Department will have no liability for the following items of damages or expense:

Profit in excess of that provided herein;

Loss of profit;

Labor inefficiencies;

Home office overhead in excess of that provided herein;

Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities and insolvency;

Indirect costs or expenses of any nature;

Attorney's fees, claims preparation expenses or costs of litigation.

109.10 PROMPT PAYMENT PROCEDURES. In accordance with Title 42, Chapter 11.1-1 of the General Laws, all invoice vouchers submitted by the Contractor will be paid within thirty (30) days, provided however, that according to 42-11.1-5(B)2, the thirty (30) day period will not commence until the Department has reviewed and accepted all invoice documentation in its proper and approved form.

109.11 SUBCONTRACTOR PROMPT PAYMENT. The Prime Contractor shall make prompt payment for satisfactory subcontract work for which the Department has made partial or full payment. The term "Subcontractor" as used herein, is defined under Section 101.

When a Subcontractor has not received payment for work paid to the Prime Contractor within 30- days from receipt of the actual check by the Prime Contractor from the State, a formal complaint may be filed under the following procedures:

a) The Subcontractor will send written notification to the Department, including contract item numbers, date work performed, a copy of the invoice(s) from the Subcontractor to the Prime, and a copy of the Progress Payment where payment to the Prime Contractor was included. The latter item may be obtained from the Department's field supervisor or Construction Office. If the Subcontractor has not provided a payment/performance bond for this work to the contractor, then the formal complaint must also include verification that all suppliers and other debts on these items have been paid or documented reasons for non-payment acceptable by the Department. Failure to provide this verification will be considered "good cause" for postponement of payment by the Prime Contractor.

b) The Department will notify the Prime Contractor of the formal complaint in writing within 15 days and will proceed to withhold an amount equal to the previous payment(s) made to the Prime

Contractor for the specific subcontractor's work. The Prime Contractor must submit written documentation to the Department demonstrating good cause for not making the required payment within 15 days. If the Department does not receive the required documentation within the required 15 days or does not accept the Contractor's good cause justification, the Department will withhold or continue to withhold an amount equal to all previous payments to the Prime Contractor for the specific Subcontractor's work until the Department has verified payment to the Subcontractor. If the Department accepts the Prime Contractor's good cause justification, it will notify the Subcontractor of its decision that this is categorized as a dispute and payment to the Prime Contractor will be released. The Subcontractor and Prime Contractor may solve their dispute in any fashion they so choose (arbitration, mediation, litigation, etc.). The cost of any such arbitration/mediation shall be borne by both parties at an equal share or as otherwise provided for in any agreement between the parties.

c) Should the two parties enter into a payment agreement/settlement, the Department will only release previous monies held in accordance with the agreement/settlement. Should the Prime Contractor default again, the Department will contact the bonding company and request complete payment within 15 days. Should the bonding company and/or Prime Contractor fail to make complete payment after a 15- day period, all progress payments to the Prime Contractor will stop until the subcontractor is paid and the dispute is resolved to the satisfaction of the Department.

Any delays and/or claims resulting from the actions taken by the Department under this Specification will not be the responsibility of the State.

109.12 Payment of Costs Owed to the State: The State shall have the right to set off against amounts otherwise due to the Contractor under this Contract (a) any costs that the State has incurred due to the Contractor's noncompliance with this Contract and (b) any other amounts that are due and payable from the Contractor to the State. Any sum taken in setoff from the Contractor shall be deemed to have been paid to the Contractor for purposes of payment obligations under Section 103.4 hereof.

109.13 Eliminated Items: Should the Department deem any Contract items, or portion of Project work contained in a lump sum item, to be unnecessary for completion of the Project, the Department may eliminate such items or portion of work from the Contract. Such action shall in no way invalidate the Contract, and no allowance for any items or portion of work contained in a lump sum item so eliminated will be made by the Department in making final payment to the Contractor, except for (a) such actual work as may have been done on the items, or portion of work contained in a lump sum item, prior to the Department's notice to the Contractor that the items or work had been eliminated; and (b) such related material as may have been purchased for the Project prior to said notice. This provision shall apply unless the Department determines that an elimination of a given item, or portion of work contained in a lump sum item, constitutes a "significant change" in the character of the Contract work, as defined under Section 104.3 hereof. In such a case, the terms of Section 104.3 shall be applied to the payment issues related to the eliminated item or work.

SECTION 110

ENVIRONMENTAL COMPLIANCE

110.01 General: During and following Project construction, the Contractor shall exercise precaution and care to prevent or minimize negative effects on the environment, including all State and Federal waters, wetlands, and other natural resources.

The Contractor shall comply with all Project permits and permit applications as though the Contractor were the permittee.

The Contractor must comply with the environmental provisions specified in the Contract, and any Federal, State or municipal laws or regulations. If the Contractor fails to comply with these environmental provisions, the Contractor shall be penalized as specified in this Section and elsewhere in the Contract.

In addition to the requirements outlined in this Chapter, additional requirements of a similar kind are detailed in Part 2 of the Contract.

110.02 Compliance with Laws and Regulations: The Contractor shall conduct its operations in conformance with the permit requirements established by Federal, State and municipal laws and regulations.

The Contractor shall conduct its operations in compliance with federal and state permit requirements concerning water, air and noise pollution, and the disposal of controlled or hazardous materials. Said permit requirements include, but are not limited to, those established by Federal regulations administered by the United States Coast Guard, Army Corps of Engineers, or the Environmental Protection Agency ("EPA").

Appropriate permits shall be required for all activities associated with or incidental to the Contractor's operations, including, but not limited to, those regarding the Site or adjacent areas, waste and disposal areas, borrow and gravel banks, storage areas, haul roads, access roads, detours, field offices, or any other temporary staging areas. The Contractor shall be responsible for, and hold the State harmless from, any penalties or fines assessed by any authority due to the Contractor's failure to comply with any term of an applicable permit.

The Department has not obtained any determinations regarding for the need or lack of need for certain permits related to the BTC. The responsibility for obtaining all environmental permits required for all Contract work is explained in Part 2 of the Contract.

The Contractor shall be responsible for, and hold the State harmless from, any penalties or fines assessed by any authority due to the Contractor's failure to comply with any term of an applicable environmental permit.

Any request by the Contractor for authorization of activities or methods not specifically called for or allowed by the applicable permits issued for the Project must be submitted by the Contractor in writing to the Department. Such a request must include a detailed description of the proposed activities or methods, and must include justifications for same, along with supporting documentation, showing that the proposed activity or method will not create a risk of damage to the environment. If such request is granted by the Department, the Department will process an application to the appropriate regulatory agency or agencies for any permit amendment, modification, revision or new permit required for the Contractor to carry out the changed activities or use the methods in question. The Department does not, however, guarantee that it will be able to obtain the desired permit amendment, modification or revision; and the Department will not be liable for the effects of any inability to do so.

The Contractor will not be entitled to any extension of Contract time as a result of the Department's granting of such a request from the Contractor. If the amendment, modification, or revision of the permit is not necessary except to make possible the changes requested by the

Contractor, then no claim may be made by the Contractor based on the amount of time taken by the Department to review the Contractor's request, or to apply for or secure the permit amendment, modification or revision. No such proposed additional activity shall commence, nor shall such a changed method be used, until and unless the Department approves in writing the Contractor's request.

In case of a failure by the Contractor to perform pollution control work as required by the Department, the Department may, after having given the Contractor twenty-four (24) hours advance written notice of its intention to do so, arrange for said work to be performed by other forces, and will deduct the cost from any monies due or that may become due to the Contractor under the Contract or under any other State contract.

110.03 Water Pollution Control: The Contractor shall, throughout the duration of the Contract, control and abate siltation, sedimentation and pollution of all waters, including but not limited to under-ground water systems, inland wetlands, tidal wetlands, and coastal or navigable waters.

Construction methods proposed by the Contractor must comply with the approved permit requirements and permit applications. The Contractor shall be responsible for all obligations and costs incurred as a result of the Contractor's failure to comply with the terms and conditions of such permits or permit applications.

110.04 Vacant

110.05 Construction Noise Pollution: The Contractor shall take measures to minimize the noise caused by its construction operations, including, but not limited to noise generated by equipment used for drilling, pile-driving, blasting, excavation, or hauling.

All methods and devices employed to minimize noise shall be subject to the continuing approval of the Department. The maximum allowable level of noise at the residence or occupied building nearest to the Site shall be ninety (90) decibels on the "A" weighted scale ("dBA"). The Contractor shall halt any Project operation that violates this standard at any time until the Contractor develops and implements a methodology that enables it to keep noise from its Project operations below the 90-dBA limit.

110.06 Protection of Archaeological and Paleontological Remains and Materials: The Contractor shall be alert to the possibility that, Project operations may disturb or uncover significant archaeological or paleontological resources or other such remains which in many cases are protected by Federal laws, State laws or both. Archaeological resources are minimally defined by Federal regulations as materials 50 years of age or older. They typically consist of subsurface concentrations of metal, bone, ceramic, or flaked or other shaped stone artifacts. They might also consist of features such as buried building foundations, linear or circular walls made of individual stones rather than concrete or cement, trash-filled pits, patches of burned earth, or distinct patterns of nearly-circular, elliptical, or squared discolorations in newly-exposed soil, accompanied by the types of artifacts described above.

Paleontological resources are defined as any fossilized remains, traces, or imprints of organisms, preserved in or on the earth's crust. These typically include fossilized bones, teeth, shells, eggs, or distinct impressions made in bedrock.

When archaeological or paleontological materials are inadvertently encountered, the Contractor shall immediately halt operations in the location of same and shall notify the Department of said discovery. The Contractor shall make every effort to preserve archaeological or paleontological materials intact in their original positions, in order to preserve the geological context and information content of the remains in relation to one another and to the enclosing soil.

The Department shall have the authority to suspend Project work in the area of such discovery for the purpose of preserving or recovering and documenting the archaeological or paleontological materials. The Contractor shall carry out all instructions of the Department for the protection of such

materials, including steps to protect the site from vandalism, unauthorized investigations, accidental damage, and damage from such causes as heavy rainfall or runoff. The Contractor shall reschedule its work to minimize any loss of the time needed to complete the Project while the State evaluates, records and salvages the archaeological or paleontological materials.

Extra work ordered by the Department in this connection will be paid for in accordance with Articles 104.5 and 109.4. Delays caused by archaeological or paleontological preservation and protection, which the Contractor demonstrates have delayed completion of the Project, will be treated under the provisions for extension of time, Article 108.8.

110.07 Controlled and Hazardous Materials: The Department will acquire any "Hazardous Waste Generator Permit(s)" required under the Resource Conservation and Recovery Act, for the management and disposal of hazardous materials on the Site, provided that;

1. such material is within the construction limits defined in the Contract, and
2. such material is not comprised of waste materials generated by the Contractor.

If the Department has designated in the Contract an area of known or suspected contamination within the Project limits, the Contractor shall dispose of all contaminated material in accordance with the relevant Special Provisions.

In the event that the Contractor encounters or exposes any material, not previously known or suspected to be contaminated, but which exhibits properties that may indicate the presence of controlled or hazardous material, the Contractor shall cease all operations in the material's vicinity and shall immediately notify the Department of the material's discovery. The presence of barrels, discolored earth, metal, wood, visible fumes or smoke, abnormal odors or excessively hot earth may indicate the presence of controlled or hazardous material and shall be treated with extreme caution.

If controlled or hazardous materials, other than those required for Contract operations, are discovered at the Site, the Department may engage a specialty contractor to handle and dispose of the materials.

When the Contractor performs support work incidental to the removal, treatment or disposal of controlled or hazardous material, the Department will pay for same at the applicable Contract unit prices. When the Contract does not include appropriate pay items for same, payment will be made in accordance with Section 104.5 hereof.

The Contractor shall observe all security precautions established pursuant to 29 CFR 1910.120 and 1926.65, including all revisions and amendments thereof, and shall not work in any area known to contain or suspected of containing controlled or hazardous material without prior written approval from the Department to do so.

The Contractor shall assume sole responsibility for the proper storage, handling, management, and disposal of all regulated materials and wastes associated with its operations, including, but not limited to, lubricants, antifreeze, engine fluids, paints, and solvents. All costs associated with any failure by the Contractor to properly manage such materials in accordance with federal and state regulations, and all remedial and punitive costs incurred by the Department as a result of such failure, shall be borne by the Contractor.

This Article does not apply to coatings removed by the Contractor.

**END OF PART 3
TERMS AND CONDITIONS**

APPENDIX C



Bid #7611889
Appendix C

RHODE ISLAND DEPARTMENT OF TRANSPORTATION
1-195 WASHINGTON NORTH PHASE 2
PROVIDENCE, RHODE ISLAND
DESIGN-BUILD PROCUREMENT REQUEST FOR PROPOSALS
PART 3- TERMS AND CONDITIONS

**APPENDIX C: ABBREVIATIONS, DEFINITIONS
AND TERMS**

RFP-PART 3 APPENDIX C

SECTION 101

DEFINITIONS AND TERMS

101 DEFINITIONS AND TERMS. As used in Sections 102-109, the abbreviations and definitions set forth in this Section shall have the following meanings:

101.01 ABBREVIATIONS. Whenever the following abbreviations are used in the Contract, they mean:

AA	(The) Aluminum Association, Inc.
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Bearing Manufacturers Association
ACI	American Concrete Institute
ACOE	Army Corps of Engineers
ADAAG	Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities
AGC	Associated General Contractors of America
AGA	American Gas Association
AGC	(The) Associated General Contractors of America
AI	Asphalt Institute
AIA	(The) American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ARTBA	American Road and Transportation Builders Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASTM	American Society of Testing and Materials
AWPA	American Wood-Preservers' Association
AWWA	American Water Works Association
AWS	American Welding Society
COR	Change Order Request
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute

DBIA	Design Build Institute of America
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FRA	Federal Railway Administration
FSS	Federal Specifications and Standards
FTA	Federal Transit Administration
IMSA	International Municipal Signal Association
ITE	Institute of Traffic Engineers
MASH	Manual for Assessing Safety Hardware
MILSPEC	Military Specification and Standards
MUTCD	Manual on Uniform Traffic Control Devices
NCHRP	National Cooperative Highway Research Program
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NICET	National Institute for Certification in Engineering Technologies
NIOSH	National Institute of Occupational Safety and Health
NSC	National Safety Council
OEO	Office of Equal Opportunity
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
RIDEM	Rhode Island Department of Environmental Management
RIDOT	Rhode Island Department of Transportation
RIDOA	Rhode Island Department of Administration
SAE	Society of Automotive Engineers
SHRP	Strategic Highway Research Program
TMP	Transportation Management Plan
TRB	Transportation Research Board
USCG	United States Coast Guard
USDA	United States Department of Agriculture
USGBC	U.S. Green Building Council
UL	Underwriters Laboratory

DEFINITIONS

ACTUAL COST. The cost actually incurred by the Contractor or subcontractor in the performance of work.

Actual costs will include labor, material, actual ownership cost of equipment or invoiced rental rates, verified payroll burdens, verified general and administrative overhead, and profile. While the Contractor is required to establish such costs with competent documentation (i.e., invoices, certified payrolls, financial statements) the Department may rely upon an audit of the Contractor's financial records by a Department appointed auditor.

AWARD. The written acceptance by the State of the successful Proposal consisting of the executed Contract Agreement and Purchase Order. Furthermore, the State's acceptance, within the limitations set forth in the RFP, in writing of the Proposal from the responsible Proposer for the work with the Best Value score, subject to the execution and approval by the Ste of Contractor therefore and the provision by the Proposer of performance and payment bonds acceptable to the Commissioner to the performance thereof, and to such other conditions as may be specified by the State of required law.

ALTERNATIVE TECHNICAL CONCEPT ("ATC"). Any modification of the BTC or requirements of the RFP proposed during the proposal phase as allowed by the RFP. ATCs must be proposed by the Proposer during the allowable timeframe and approved by the Department prior to incorporation into the proposal. ATCs may be premised on deviations from the BTC or RFP requirements, but must be consistent with the standards set forth in the RFP and the Contract. Part 2 contains language for allowable and disallowed ATCs.

ADDENDUM. Contract revisions developed and incorporated into the Contract after official issuance of the RFQ or RFP and before the submission of Statements of Qualifications (SOQs) or Proposals.

AIR OPERATIONS AREA. Any paved or unpaved airport area used or intended to be used for the unobstructed movement of aircraft, such as landings, takeoffs, and surface maneuverings.

AWARD. The Department's acceptance, within the limitations set forth in the RFP, in writing of the Proposal from the responsible Proposer for the work with the Best Value Score, subject to the execution and approval by the Department of a Contract therefor and the provision by the Proposer of performance and payment bonds acceptable to the Commissioner to secure the performance thereof, and to such other conditions as may be specified by the Department or required by law.

BASE TECHNICAL CONCEPT (BTC). Base Technical Concept which is the set of requirements included in the RFP for the design and construction of any roadway, bridge, traffic management, drainage, utilities, and other work that defines the scope of the Project.

BIDDER. An individual, partnership, corporation or joint venture submitting a Proposal for the advertised work. (The terms "Bidder" and "Contractor" are frequently used synonymously.)

BID DOCUMENTATION. The term "bid documentation" means all writings, working papers, computer printouts, charts, computer data files associated with the preparation and/or submittal of a bid proposal, and all other data compilation which contains or reflects information, data or calculations used by the Contractor to determine its bid submitted for a project. The term "bid documentation" includes material relating to the determination and application of equipment rates, overhead rates, labor rates, efficiency or productivity factors, arithmetic extensions, schedules for time or any determination of time related to project overhead, as well as quotations from subcontractors and material suppliers to the extent that such rates and quotations were used by the Contractor in formulating and determining the amount of the bid. The term "bid documentation" also includes any manuals which are standard to the industry used by the Contractor in determining the bid for a project. These manuals may be included in the bid documentation by reference and will show the name and date of the Publication and the Publisher.

BRIDGE. A structure, including supports, erected over a depression or an obstruction, such as water, highway or railway, and having a track or passageway for carrying traffic or other moving loads and having

a length measured along the center of roadway of more than twenty (20) feet between under copings of abutments or extreme ends of openings for multiple boxes.

- a. **Bridge Length.** The length of a bridge structure is the over-all length measured along the line of survey stationing back to back of backwalls of abutments, if present, otherwise end to end of the bridge floor; but in no case less than the total clear opening of the structure.
- b. **Bridge Roadway Width.** The clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs or in the case of multiple height of curbs, between the bottom of the lower risers or in the case of no curbs, between the inner faces of parapet or railing.

BID: For any instances in which this term appears in the RFP or Contract, it shall be taken to mean a Proposal in the context of the RFP and the Design-Build procurement process.

BIDDER: For any instances in which this term appears in the RFP or Contract, it shall be taken to mean a Proposer in the context of the RFP and the Design-Build procurement process.

CALENDAR DAY. Each and every day shown on the calendar, beginning and ending at midnight, Sundays and holidays included.

COMPENSABLE DELAY. An excusable delay for which the Contractor may be entitled to additional monetary compensation which is not otherwise precluded by these Regulations.

COMPLETION. Completion of the project occurs when; 1) The work has been satisfactorily completed in all respects in full accordance with the Contract, and; 2) the Contractor has satisfactorily executed and delivered to the Department all documents, certificates, and proofs of compliance as required by the Contract.

CONSTRUCTION AND MAINTENANCE AGREEMENT/UTILITIES. An agreement between the State, acting through its Department of Transportation, and the Owners of Utilities. Owners may be either Municipalities or private Utility Companies. The agreements establish conditions for removing, relocating, or otherwise altering the location of utilities to facilitate proposed highway construction work. They divide responsibility for such alterations between the two parties and establish payment procedures by which the State will reimburse the Owners for costs they incur in performing their respective portions of the work.

CONTRACT (CONTRACT DOCUMENTS): The agreement covering the performance of the work and the furnishing of materials required for the design and construction of the Project. The Contract shall include: the signature sheet, addenda, special provisions, required federal and state provisions, supplemental specifications, labor and wage schedules and other related material, BTC plans, RFP Part 2 (Technical Provisions) as amended, all exhibits, appendices, reference documents, amendments to the foregoing, all Change Orders issued, RFP Part 3 (Terms and Conditions), and the final Proposal accepted by the State. Capitalized terms appearing in the Contract and not otherwise defined shall have the meanings ascribed to them in Part 3 – Terms and Conditions, the final Technical Proposal, and any other documents by which the Contractor makes commitments to the State in the course of the procurement phase of the Design-Build process.

CERTIFICATE OF COMPLIANCE: The formal document issued at the completion of a project by the State Building Inspector's representative. The document is often referred to informally as a "Certificate of Occupancy," "C.O.C." or "C.O."

CHANGE ORDER REQUEST: "COR" A submittal that is necessary upon approval of a corresponding Request for Change "RFC."

CHANNEL: A channel shall be interpreted to mean a natural or artificial watercourse having an average width at the bottom, after excavation, of 4 feet or more.

CONSTRUCTION ORDER or CHANGE ORDER: A written order signed by the Department for a contractor to perform work or provide supplies not required by the original Contract, setting forth the price therefor and the basis of payment for same.

CONTRACTOR: When the word is capitalized, it refers to the party of the second part to the Contract, acting directly or through its agents or employees. When this word is not capitalized, it is to be taken in its more general sense.

CULVERT: A covered channel or a large pipe for carrying a watercourse below ground level, usually under a road or railway.

CONTRACT. The agreement between the State and the Contractor for the performance of the prescribed work and consisting of the following:

CONTRACT AGREEMENT. The written statement, executed by the State through the State Purchasing Agent or its designee and the Contractor; and approved by the Director, Department of Transportation, setting forth the obligations of the parties for the performance of the work.

CONTRACT DOCUMENTS. The Notice to Contractor (advertisement for bids); Proposal; Contract Bond(s); 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.

ONE INSTRUMENT. The executed Contract Agreement and the Contract Documents constitute one instrument; i.e., the Contract.

CONTRACT AWARD BOOKLET. A document provided to the Contractor after the award of the Contract containing the following elements of the Contract Documents: Notice to Contractors; the Bidder's Proposal; executed copies of both the Contract Agreement and Contract Bonds; and a Contract Award compact disk (CD) containing the RI Standard Specifications for Road and Bridge Construction, Supplemental Specifications, Special Provisions, Required Contract Provisions for Federal-Aid Projects, Federal Wage Rates, all Contract Addenda issued prior to the date of the opening of proposals, Distribution of Quantities, Plans, Appendices and Bid Analysis Reports.

CONTRACT BID PACKAGE. A compact disk (CD) containing the following items, provided to prospective bidders for bid preparation purposes: RI Standard Specifications for Road and Bridge Construction, Supplemental Specifications, Special Provisions, Required Contract Provisions for Federal- Aid Projects, Federal Wage Rates, Distribution of Quantities, Plans, Appendices, the Quest Lite installation software and the Quest Lite bid file.

CONTRACT ADDENDUM. Any change to the Contract made after its initial execution, which change shall become part of the Contract Agreement. Contract Addenda must be set forth in writing and executed by the original signatories, or their successors in interest, or their designees. Each Contract Addendum must be preceded and documented by a corresponding Report of Change.

CONTRACT BONDS. The approved form of securities, executed by the Contractor and its Surety or Sureties, guaranteeing complete execution of the Contract and all supplemental agreements pertaining thereto, and the payment of all legal debts pertaining to the construction of the project.

CONTRACT ITEM (PAY ITEM). A specific item of work for which a price is provided in the Bid Schedule.

CONTRACT TIME. The number of work days or calendar days allowed for completion of the Contract including authorized time extensions. When a calendar date of completion is specified in the Proposal, the Contract shall be substantially completed on or before that date.

CONTRACTOR. The individual, partnership, corporation, or any combination thereof, or joint venture contracting with the State for performance of the prescribed work. (The terms "Contractor" and "Bidder" are frequently used synonymously.)

COUNTY. The county in which the work specified is to be performed.

CULVERT. Any structure which provides an opening under the roadway, but which does not meet the classification of a "bridge" as defined in Subsection 101.06.

D-B PRICE: The Contractors' price to perform the D-B Project, accepted by the State.

D-B PROCESS: The process by which the design and construction of a project are contracted for in a single contract, and by which they are accomplished through administration and implementation of that contract.

D-B PROJECT: A project with regard to which the design and construction are both provided for in a single contract.

DAILY CHARGE. The per diem rate for liquidated damages specified in the Contract and so established in accordance with the "Schedule of Liquidated Damages."

DESIGN-BUILD (D-B): A construction delivery system that provides responsibility for the delivery of design services and construction services within a single contract.

DESIGN DEVELOPMENT: Process by which the design is progressively developed in detail into construction drawings consistent with the original design intent and such changes shall not be considered as a Change for the purposes of fee adjustment.

DEPARTMENT. The Department of Transportation, as constituted under the laws of this State.

DEPARTMENT INSPECTOR: A duly-authorized representative of the Department, assigned to make inspections of the work performed and materials furnished by the Contractor.

DIRECTOR: Director of the State of Rhode Island Department of Transportation acting directly or through a duly-authorized representative.

DRAINAGE DITCH: An unpaved, artificially-constructed open depression having an average width of less than 4 feet at the bottom, after excavation, constructed for the purpose of carrying off surface water.

DIG SAFE. A one-call damage prevention system established and funded by public utilities that own and operate underground facilities within the State, for the purpose of receiving and giving notice of proposed excavation activity pursuant to Chapter 39-1.2 of the General Laws of Rhode Island entitled, EXCAVATION NEAR UNDERGROUND UTILITY FACILITIES.

DIVISION OF PURCHASES. A division in the Department of Administration of the State of Rhode Island, the head of which is the State Purchasing Agent.

ENGINEER OF RECORD: The Engineer of Record responsible for the final design of the Project or of a portion of the Project.

EARLY RELEASE CONSTRUCTION (ERC): Construction that is authorized by the Department to start prior to completion of Final Design Documents. Such authorization must be given by advance written approval from the Department.

EXECUTION OF CONTRACT: The date of execution of the Contract by the State is the date on which the State's authorized signatory signs the Contract on behalf of the State.

EQUAL: A material, device, type of equipment, or method other than what is specified in the Contract, which is a recognized equivalent in substance and function to some required thing specified in the Contract, taking into account quality, workmanship, economy of operation, durability, and suitability for purposes intended, and provided that the proposed equivalent would not require or constitute a change in the Contract work.

ENGINEER. See Section 3.3 of Part 2 of the RFP and Contract for definition of the term "Engineer". In general, it shall be taken to be the Chief Engineer of RIDOT, acting directly or through his or her duly authorized representatives, who is responsible for engineering and administrative supervision of the Contract when not clearly defined.

EQUIPMENT. All machinery, tools, and apparatus, together with the necessary supplies for upkeep and maintenance, necessary for the construction and completion of the Contract.

EQUITABLE ADJUSTMENT. An adjustment in the Contract price and/or time occasioned by the performance of work beyond that required by the original Contract, including extra work, changes, certain differing site conditions and changes in quantities. The equitable adjustment of Contract price will be based on an agreed upon lump sum, agreed upon unit prices, force account, or the actual cost of the work. The equitable adjustment of the Contract time will be based on a comparison of the time demonstrated by the Contractor's schedule and the time required for the execution of the work.

EXCUSABLE DELAY. A delay to the Contract or Milestone/phase completion date, not otherwise precluded by these Regulations, which was unforeseeable and beyond the Contractor's control and not caused by the Contractor's fault or negligence and for which a Contract or Milestone time extension may be granted by the Department.

EXTRA WORK. Work not provided for in the Contract as awarded but considered essential to the satisfactory completion of the Contract.

FIXED COSTS: Any labor, material and equipment costs directly incurred for the item or items under consideration, which are necessary for the fulfillment of a Contract requirement and which remain constant regardless of the quantity of the work done.

FINANCIAL STATEMENTS. A set of reports, detailing on an annual, semi-annual or other prescribed time period, the financial activity of a company, corporation or other business venture. For purposes of Post Qualification and Award, these shall include a complete set of audited financial statements certified by a Certified Public Accountant (CPA) or, in the case of contracts valued at \$500,000 or less, a bidder's financial references and an original copy of its current financial statement.

FORCE ACCOUNT. A method of payment for extra work ordered by the Department when no other method of payment is provided for in the Contract and when the Contractor and the Department are unable to agree upon an acceptable method. The force account method of payment provides for reimbursing the Contractor for those actual costs it incurred in performing such work.

GEOTEXTILE. Any permeable textile material used with foundation, soil, rock, earth, drainage, or any other geotechnical engineering related material, as an integral part of a man-made project, structure, or system.

HIGHWAY: A general term denoting a public way used for vehicular travel. When referred to in the Contract, it signifies the whole right-of-way reserved for or secured by the Department for use in constructing or maintaining a roadway and its appurtenances.

HIGHWAY, STREET, OR ROAD. A general term denoting a public way for purposes of vehicular and pedestrian travel, including the entire area within the Right-of-Way.

HOLIDAYS. In the State of Rhode Island legal holidays occur on New Year's Day; Martin Luther King Day; Memorial Day; Independence Day; Victory Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; and Christmas. If any holiday listed above falls on a Sunday, the following Monday shall be considered a holiday.

INTERVIEW LIST: The list of Proposers to be invited for interviews by the Qualifications Review Committee for the purpose of the Committee's evaluation of the Proposers and its establishment of the Short List of Proposers.

INCLEMENT WEATHER. Any day or days for which the Department decides that weather conditions are so extreme and/or severe that normal construction operations should not proceed

KEY PERSONNEL: Principal members of the Contractor's Team identified during the Proposal process, who must work on the Project in the roles identified by the Proposer during the process, unless the Department consents to their replacement in the Project work.

LIQUIDATED DAMAGES: The amount prescribed in the Contract specifications, to be paid to the State or to be deducted from any payments due or to become due the Contractor, for a specified time unit delay in completing the whole or any specified portion of the work beyond the time allowed in the Contract.

LABORATORY. The testing laboratory of the Department or any other testing laboratory which may be designated by the Department.

MATERIAL: Any substance specified in the Contract for use in the construction of the Project, including appurtenances of products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed in order to be used for the Project work or become a part of the constructed Project.

MUNICIPALITY: City, town or county.

MAJOR AND MINOR CONTRACT ITEMS. Any item having an original value in excess of 5 percent of the original Contract amount shall be considered to be a major item. All other original Contract items shall be considered minor items. In addition, any minor item which increases by 100 percent will be considered a major item. The revised quantity will then be considered the original Contract quantity for purposes of determining a major item of work under Subsection 104.07; Significant Changes in the Character of Work.

MATERIALS. Any substances specified for use in the construction of the project.

NONCOMPENSABLE DELAY. An excusable delay for which the Contractor may be entitled to an extension of time but no additional monetary compensation.

NON-EXCUSABLE DELAY. A delay to the Contract or Milestone/phase completion date which was reasonably foreseeable and within the control of the Contractor for which no time extension will be granted.

NOTICE TO CONTRACTORS. A public announcement inviting bids for work to be performed and/or materials to be furnished. Such notice will indicate with reasonable accuracy the nature and location of the

work to be performed; the time and place of the opening of Proposals; and any Contract statutory provisions required by the Federal Government.

NOTICE TO PROCEED. Written notice from the State to the Contractor to commence the Contract work and which designates the date of beginning of Contract time.

NOTICE OF TENTATIVE AWARD. A written communication from the State or its designee to the successful bidder indicating the conditional intention of the State to award the Contract. This communication instructs the successful bidder to arrange a meeting with the appropriate State official within fifteen days of the receipt of said notice for the purpose of executing the Contract Agreement and Contract Bonds, and for the delivery of the required Certificates of Insurance.

PAVEMENT STRUCTURE: The combination of sub-base, base course and surface course placed on subgrade to support and distribute the traffic load.

PAVEMENT STRUCTURE. The combination of subbase, base course and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

- a. **Subgrade.** The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.
- b. **Subgrade Treatment.** Modification of roadbed material by stabilization.
- c. **Subbase.** The layers of specified or selected material of designed thickness placed on a subgrade to support a base course.
- d. **Base Course.** The one or more layers of specified material and thickness placed on a subbase or a subgrade to support a surface course.
- e. **Surface Course.** One or more layers of a pavement structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate. The top layer is sometimes called the "wearing surface."

PLANS. All approved drawings or reproductions of drawings pertaining to the construction or details of the Project, including but not limited to plan views, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be performed.

PRECONSTRUCTION CONFERENCE. A meeting between the Contractor and the State prior to the actual commencement of work for the purpose of reviewing the following:

- a. The Contractor's submission of construction schedules.
- b. The Contractor's involvement with public and private utilities.
- c. The Contractor's proposed methods and procedures for prosecuting the work.
- d. Any questions the Contractor may wish to ask relative to the prosecution of the work.

PRODUCT DATA (CATALOG CUT): Document(s) with information such as manufacturer's product specifications, manufacturer's installation instructions, standard color charts, wiring diagrams showing factory-installed wiring, printed performance curves and operational range diagrams. Product data that must be specially prepared because standard printed data is not suitable shall be considered shop drawings.

PROFILE GRADE. The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of such trace according to the context provided.

PROJECT. All work included under one State contract, notwithstanding the occasional use by the State of multiple project numbers for the work included within one contract, for the specific section of the highway or other specific property on which construction is to be performed as described in the Contract.

PROJECT SITE (or the SITE): The space available to the Contractor, under the Contract, for performing Project construction activities. The extent of the Project site is as indicated on the plans or elsewhere in the Contract.

PROPOSAL. A set of documents requested by the State in the RFP that describes the Proposer's technical approach for the project (Technical Proposal) as well as its proposed cost ("Price Proposal") for carrying out the Project. This serves as the written offer of a bidder, on prescribed forms provided by the State, to perform the stated work at the prices quoted. As used herein, "Proposal" is synonymous with "bid."

PROPOSAL DEADLINE: The time and date by which a Proposer must deliver its Proposal to the State of Rhode Island Department of Administration's Division of Purchasing in the manner required by the RFP. The State will reject without further consideration any Proposal that it receives after the Proposal Deadline.

PROPOSER: A prime contractor submitting either statements of qualifications or a Proposal, depending on the phase of the procurement being referred to in the text containing the term.

PROPOSER'S TEAM: The team whose members are identified by the Proposer in its Statement of Qualifications, who collectively meet the requirements of the Request for Qualifications, who will participate in procurement process interviews, and who will, if the Proposer becomes the Contractor, work on the Project in the roles identified for them by the Proposer during the procurement process.

PROPOSAL FORM. The prescribed form, generated by the Quest Lite bid preparation software, on which the offer of a bidder is submitted.

PROPOSAL GUARANTY. The security furnished with a Proposal to assure that the bidder will enter into the Contract if the Proposal is accepted.

PURCHASE ORDER. A document issued by the State Purchasing Agent and transmitted to the Contractor with copies of the executed Contract, that indicates that appropriate accounts have been established and that funds have been assigned to those accounts for the purpose of reimbursing the Contractor for its work in implementing the Contract.

QUALITY ASSURANCE: (See Section 105.08 of Part 3 of the RFP and the Contract.)

QUALIFIED PRODUCTS LIST (QPL): A report that has been developed as a means for determining what products, suppliers, manufacturers, equipment and methodologies may be used on construction projects. This report can be located on the Department's Website.

RECLAIMED CONCRETE AGGREGATE: Reclaimed waste consisting of crushed and graded concrete removed from pavements, structures, or buildings. Metal may be acceptable only where it is contained as reinforcement within small fragments of concrete; e.g., metal projecting from concrete fragments would be unacceptable. All such material trucked from beyond the limits of the Project must be accompanied by a materials certificate and certified test report indicating that the material is environmentally acceptable and structurally sound, in accordance with Section 1.06.07, unless the source of the material is a Department Project and that source is acceptable to the Department.

RECLAIMED MISCELLANEOUS AGGREGATE: Glass-free and clinker-free reclaimed waste that has been crushed, graded and blended, as specified in the Contract, with natural crushed stone or gravel. Metal may be acceptable only where it is contained as reinforcement within small fragments of concrete; *e.g.*, metal projecting from concrete fragments would be unacceptable. All such material trucked from beyond the limits of the Project must be accompanied by a materials certificate and certified test report indicating that the material is environmentally acceptable and structurally sound, in accordance with Section 1.06.07, unless the source of the material is a Department Project and that source is acceptable to the Department.

RECLAIMED WASTE: Debris from the demolition of buildings, structures, and pavements; Residue from incineration and recycled glass. Acceptable material shall include concrete, bituminous concrete, glass, ceramics, brick, pavement sub-base and base courses, and clinker from resource recovery plants. Metal may be acceptable only when it is contained within large fragments of concrete. Reclaimed waste trucked from beyond the limits of the Project must be accompanied by a materials certificate and certified test report indicating that the waste is environmentally acceptable and structurally sound, in accordance with Section 1.06.07, unless the source of the material is a Department Project and that source is acceptable to the Department.

RFP: A detailed solicitation by the State for Proposers short-listed by the State to submit a Technical Proposal and Price Proposal for consideration by the State.

RFQ: A solicitation by the State for prospective Proposers to submit a Statement of Qualifications for evaluation by the State.

REPETITION OF EXPRESSIONS. In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be, done, if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered, necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected or condemned," it shall be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer."

RESIDENT ENGINEER. The Department's authorized representative at the site of the work whose main responsibility is to insure Contract compliance.

RESPONSIVE BID. A Proposal which complies with all material requirements of the Notice to Contractors.

REPORT OF CHANGE. A written order to the Contractor covering contingencies, extra work, increases or decreases in Contract quantities, and additions or alterations to the Plans or Specifications, within the scope of the Contract, and establishing the basis of payment and time adjustments for the work affected by said changes. A Report of Change provides the required documentation for the execution of a Contract Addendum.

RIGHT-OF-WAY: A general term denoting land, property of interest therein, usually in a strip, acquired for or devoted to transportation purposes.

ROADBED. The graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

ROADSIDE. A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

ROADSIDE DEVELOPMENT. Those items necessary for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through

seeding, sodding, mulching and the placing of other ground covers; such suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the highway.

ROADWAY: The portion of the highway, including shoulders, which may be used for vehicular travel within the Project limits.

SHOP DRAWINGS: Drawings, including proposed details, diagrams, schedules, procedures and other supporting data, prepared by a Contractor to supplement the Contract Documents, showing all information necessary for fabrication of items for which some specific design or detail appears in the Contract.

SHORT LIST: The list of contractors that will be invited to submit Proposals to the State based on the Qualifications Review Committee's evaluations of the SOQs and on interviews with Proposers' team members.

SHOULDER. The portion of the pavement structure contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

SIDEWALK. That portion of the roadway primarily constructed for the use of pedestrians.

SOQ: A set of documents developed by the Proposer and submitted to the State during Phase 1 of the selection process that outlines the Proposer's qualifications for the tasks of executing the final Project design and constructing the Project.

SPECIALTY ITEMS. Those specific work items listed in either the Bid Schedule or elsewhere in the Contract whose Item Numbers are designated by the prefix "S." The work required to implement specialty items is considered to be a type that a Contractor would not generally perform with its own organization.

SPECIFICATIONS. The compilation of provisions and requirements for the performance of the prescribed work and consisting of the following:

- a. Standard Specifications; a book of specifications approved for general application and repetitive use. Specifically, the Rhode Island Standard Specifications for Road and Bridge Construction of latest revision.
- b. Supplemental Specifications; approved additions and revisions to the Standard Specifications.
- c. Special Provisions; additions and revisions to the Standard and Supplemental Specifications applicable for an individual project.
- d. The Required Contract Provisions for Federal-Aid Projects, when applicable.
- e. Federal Wage Rates; a schedule of prevailing rates of wages of labor for the geographical area in which the work of the Contract is to be performed; compiled by and issued from time to time by the Secretary of the United States Department of Labor.

SPECIFIED COMPLETION DATE. The date stated in the Proposal on which the Contract work, or specified portion thereof, is to be substantially completed.

STABILIZATION. Modification of soils or aggregates by incorporating materials that will increase load-bearing capacity, firmness, and resistance to weathering or displacement.

STATE. The State of Rhode Island and Providence Plantations acting through its authorized representatives.

STRUCTURES. Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains and other features which may be encountered in the work.

SUBCONTRACTOR: Any individual, firm, partnership or corporation to which the Contractor sublets, with the approval of the Commissioner, any part or parts of the Project.

SUBSTANTIAL COMPLETION: Substantial completion is when the Work is completed so it can be safely and effectively used by the public. This may include the entire Project or a unit, or portion of the Work such as a structure, an interchange, or section of road or pavement, except as provided by other provisions in the Contract, after notice by the Contractor, Substantial Completion occurs at the point when the Engineer determines that the following Work has been finished:

1. All courses of pavement are completed;
2. Curbing and sidewalks are placed;
3. All project drainage is completed;
4. Guardrail and terminal sections are properly installed;
5. Permanent pavement markings are completed;
6. Traffic signal systems meet the following requirements:
 - a. Isolated traffic signals - the signal control equipment is fully programmed, detectors are installed and functioning, and the signal is in actuated operation;
 - b. Coordinated traffic signal systems - the requirements of condition (a) are met, the interconnect is installed and functioning, and the signals are operating as a coordinated system;
 - c. Closed loop signal systems - the conditions of (a) and (b) are met, the communications link is operating, and the monitoring functions, including system and intersection graphics, are installed and operating at the Department's monitoring stations;
7. Regulatory and warning signs are installed;
8. Highway lighting is operational.

The parties may agree that any incomplete contract Work, including but not limited to landscaping, erosion control measures, or Final Cleanup, not listed in 1-8 above shall be completed on the Punch List, which is defined in Section 101 in the Specifications.

SUBSTITUTE: A replacement for a specified material, device, type of equipment, or method required by the Contract, which is sufficiently different in substance and function, quality, or workmanship that its use will constitute a change in the Contract work.

SUBSTRUCTURE: All of that part of the bridge below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, including backwalls, wingwalls and any protective railings mounted on the wingwalls.

SUB-SUBCONTRACTOR: Any individual, firm, partnership or corporation with which a subcontractor contracts, with the approval of the Commissioner, for the performance of any part or parts of the Project.

SUBCONTRACTOR. An individual or legal entity with whom the Contractor sublets part of the work.

SUPERINTENDENT. The Contractor's authorized representative in responsible charge of the work.

SUPERSTRUCTURE. The entire structure except the substructure as defined in Subsection 101.72.

SUPPLEMENTAL AGREEMENT. A Contract Addendum signed by the Department and the Contractor for the performance of work which is beyond the scope of the original Contract but which the Department elects to perform in conjunction with the existing Contract.

SURETY. The legal entity, or individual other than the Contractor, executing a bond or bonds furnished by the Contractor.

TRANSPORTATION MANAGEMENT PLAN. The document that lays out the set of coordinated transportation management strategies that will be used to manage the work zone safety and mobility impacts of the project.

TMP IMPLEMENTATION MANAGERS. The project managers with the primary responsibility and authority for implementation of the Transportation Management Plan. The Department and the Contractor must each designate on the Transportation Management Plan their respective TMP Implementation Manager for the project.

TITLES (OR HEADINGS). The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

TOWNSHIP, TOWN, CITY OR DISTRICT. A subdivision of the State used to designate or identify the location of the proposed work.

TRAVELED WAY. The portion of the roadway provided for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

UTILITY: Any public service company and the plant of such a company or similar facilities. Such companies include, but are not be limited to, companies selling or controlling the sale distribution or use of water, gas, electricity, communications systems, sewers, or rail services. Such facilities include, but are not limited to, wires, cables, ducts, pipes, manholes, transformers, poles, towers, and tracks.

WINTER SHUTDOWN. The period from December 15th through the following April 15th.

WORK: The provision of labor, materials or services necessary for or relating to the design and construction of the Project.

WORKING DRAWINGS: Drawings, calculations, procedures and other supporting data prepared by a Contractor, documenting the Contractor's proposed design, details, materials, construction methods and equipment for any portion of Project construction for which no specific design or detail appears in the Contract.

WORKING DAY. A calendar day during which normal construction operations could proceed for a major part of a shift, normally excluding Saturdays, Sundays and holidays.

EXHIBIT 3



I-195 WASHINGTON BRIDGE PROVIDENCE

PROVIDENCE / EAST PROVIDENCE,
RHODE ISLAND

Bid# 7611889

BEST VALUE DESIGN-BUILD
PROCUREMENT FOR BRIDGE GROUP
57T-10: I-195 WASHINGTON NORTH
PHASE 2
REQUEST FOR PROPOSALS

PART 1
INSTRUCTIONS TO PROPOSERS

March 17, 2021

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

I-195 WASHINGTON NORTH PHASE 2

PROVIDENCE, RHODE ISLAND

DESIGN-BUILD PROCUREMENT

REQUEST FOR PROPOSALS

PART 1 - INSTRUCTIONS TO PROPOSERS

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APPENDIX A

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Section 1. Request for Proposals, Clarifications, and Basic Terms

1.1. Introduction

This document comprises the Instructions to Proposers (ITP), Part 1 of the Request for Proposals (RFP) package, issued by the State of Rhode Island Department of Administration (RIDOA)/Division of Purchases in conjunction with the Rhode Island Department of Transportation (RIDOT), hereinafter referred to as "The State". The RFP solicits competitive Proposals from Design-Build (DB) entities to value engineer the design and construct the I-195 Washington North Phase 2 Project (the "Project") on a fixed term/firm price basis in accordance with 23 U.S.C. §112 and 220-RICR-30-00-8 Title 220 Chapter 30 §8.11 "Selection of Methods of Construction Contracting Management" of the State Procurement Regulations. The State intends to enter into a contract (the "Contract") with the selected Proposer in a form substantially similar to the Contract stipulations included in Part 3 of this RFP.

Bid# 7611889
BEST VALUE DESIGN/ BUILD Services for Bridge Group 57T-10: I-195 Washington North Phase 2,
Providence, Rhode Island

DBE GOAL: CONSTRUCTION 12% / DESIGN 12%

TRAINEES: 2,700 HRS

1.2. Request for Proposal (RFP) to Proposers, and Clarifications of RFP

The State will post the electronic copy of the Request for Proposals (RFP) at RIDOT'S "*Bidding Opportunities*" web page accessible at: <http://www.ridop.ri.gov>. Such Proposers shall be responsible for diligently examining the RFP, including any addenda issued by the State in connection with it, and for informing themselves about any conditions that may affect the Proposer's creation of its Technical Proposal, Price Proposal, or its performance of Contract obligations (if it should obtain the Contract). The State shall not be liable for any consequences of a Proposer's failing to fulfill these responsibilities.

There will be no point of contact at RIDOT who will directly answer questions either in person, through email, or by telephone. Questions shall be posted at RIDOT'S "*Bidding Opportunities*" web page accessible at: <http://www.dot.ri.gov/contracting/bids/index.php>. Select the question mark "?" next to the applicable project to submit questions. Responses to questions will also be posted at this site. Questions will not be accepted after **NOON on June 23, 2021**. Upon the close of questions, all questions and answers will be posted as an addendum at the RIVIP website at <https://www.ridop.ri.gov> and will subsequently therefore be incorporated into the resulting contract.

If a Proposer believes that a particular question discloses such request contains proprietary information, trade secrets or confidential commercial and financial information that a Proposer believes should be exempted from disclosure, the Proposer shall specifically identify and mark as such and shall be submitted to the email address provided below in a manner, so it is easily identified. Blanket submittal of all questions identified as confidential shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets or confidential commercial or financial information shall be clearly identified as such and shall be accompanied by a concise statement of reasons supporting the claim. The State cannot guarantee, however, that any courts or another governmental agency with jurisdiction over such matters will treat such documents and their content as confidential. Proposers shall submit questions they consider to be of a confidential nature to the following email address:

The confidential mailbox to be used is: DOA.WashingtonQuestions@purchasing.ri.gov

The State will not respond to inquiries that it receives after the deadline for submission of questions.

If the State determines that a requested interpretation or clarification requires a change in the RFP, the State will issue an addendum ("Addendum") providing same. The State will not be bound by, and Proposers shall not rely on oral communication regarding the RFP. Proposers may not rely on any communication regarding these matters except written communications from the State of the kinds authorized in this RFP. If a Proposer has meetings or discussions with other agencies or entities during the Procurement process, the Proposer shall be responsible for verifying with the State in writing the accuracy of any information received from such non-State sources. (The Proposer is cautioned to bear in mind the constraints on such communications set forth in later sections of this text.)

Proposers are responsible for visiting the Project site (the "Site") in order to ascertain by inspection and inquiry any conditions of the Site or adjacent properties that may be pertinent to the Project, such as the location, accessibility, traffic conditions, and general character of the Site, the nature of any ongoing activities at or adjacent to the Site, the character and condition of existing structures or other objects within or adjacent to the Site, and the natural conditions in the area of the Site. No information about the Project itself, however, may be sought from or provided by State personnel during such site visits.

Proposers are responsible for ensuring that they are aware of all clarification notices and Addenda, and each Proposer shall acknowledge, in its Proposal transmittal letter ("Transmittal Letter"), that it has received and read all such documents. Failure of a Proposer to provide that acknowledgement may cause and will entitle the State to reject the Proposer's Proposal.

1.3. Contact Information and Addresses for Communications during the Procurement Process

Each Proposer seeking award of the Contract shall designate a primary contact to whom the State may send e-mail communications relative to this procurement.

There will be no point of contact at RIDOT who will directly answer questions either in person, through email, or by telephone.

Failure by the Proposer to send to the State Contact Person the identity and addresses of the DB Contact Person may result in the Proposer's failing to receive addenda, notices, or other important communications from the State. The State will not be liable for any damage to the Proposer's interests that might occur as a result of the Proposer's failure to receive such information as a consequence of such an omission.

1.4. Basic Terms and Definitions

The following lists and defines certain key terms used in this document. A more complete listing of terms and definitions is included in the RFP document titled "Part 3 – Terms and Conditions."

Alternative Technical Concept (ATC): A proposed modification to the Base Technical Concept by a Proposer during the development of Technical Proposals.

Base Technical Concept (BTC): The requirements included in the RFP (the text herein, plans, specifications, references codes and standards, etc.) for the design and construction of any roadway, bridge, traffic management, drainage, utilities, and other work that defines the scope of the Project. The BTC forms the basis of the Technical Proposal submissions.

Best Value Design Build (BVDB): A process of evaluating proposals and selecting a Design-Build Entity to perform the project based upon qualitative non-price and quantitative cost/price criteria.

Contractor: An individual, sole proprietorship, firm, partnership, joint venture, corporation, or other entity that provides Design-Build services. For the purposes of this solicitation, the term "Contractor", "Design-Build Entity", and "Proposer" are synonymous.

Design-Build Entity (DB Entity): An individual, sole proprietorship, firm, partnership, joint venture, corporation, or other entity that provides Design-Build services. For the purposes of this solicitation, the term “Contractor”, “Design-Build Entity”, and “Proposer” are synonymous.

Instructions to Proposers (ITP): A document developed by the State that, in general, outlines the requirements that Proposers shall satisfy and the process that they shall follow during the selection process.

Qualifications Review Group: A group established by the State to review Statements of Qualifications.

Proposer: An individual, sole proprietorship, firm, partnership, joint venture, corporation, or other entity that provides Design-Build services. For the purposes of this solicitation, the term “Contractor”, “Design-Build Entity”, and “Proposer” are synonymous.

RIDOT: The Rhode Island Department of Transportation

RIDOA: The Rhode Island Department of Administration

Request for Proposals (RFP): A solicitation by the State for Proposers to submit a Technical Proposal and Price Proposal for consideration by the State.

Shall: In the context of this RFP “shall” is used to express a requirement or obligation. It is an imperative command meaning mandatory.

State: The State of Rhode Island and Providence Plantations including all agencies and departments.

Statement of Qualifications (SOQ): A section in the Proposal, developed by the Proposer that outlines the Proposer’s qualifications to execute the final Project design and construct the Project.

Technical Provisions: A document developed by the State that, in general, outlines the technical requirements for the Project that Proposers shall take into account and incorporate in generating their Technical Proposals.

Technical Review Group: A group established by the State to review Technical Proposals and score those Proposals based on pre-determined scoring criteria set forth in this RFP.

Technical Support Group: A group established by the State to develop the preliminary design that constitutes the BTC. This group also assists the other Design-Build groups with other technical issues during the evaluation process.

Terms and Conditions: A document developed by the State that, in general, outlines the legal Contract terms and other general terms, that will be included in the Contract between the State and the Proposer selected to receive that Contract.

Section 2. Design-Build Project and Process Overview

2.1. General Description of the Design-Build Contracting Process and Project

The State invites Design-Build Teams (Proposers) to submit proposals for the contract ("Contract") for a project (the "Project") that will include the design and rehabilitation of the RIDOT Bridge No. 700 Washington Bridge North, design and construction of RIDOT Bridge No. 126601 Gano St. on-Ramp, design and construction of RIDOT Bridge No. 126701 Waterfront Drive off-ramp, and the design and construction of all associated highway interchanges in Providence and East Providence, Rhode Island. The award of the Contract will be made, and the performance of the Contract carried out in accordance with what is commonly known as DB method of contracting.

The Project will principally consist of the rehabilitation of I-195 Washington Bridge North Phase 2 and the associated new on and off ramps in Providence and East Providence. This rehabilitation shall include the staged construction of I-195 westbound, the associated ramps, impacted City Streets, along with construction of new bridges and other structures as necessary. Phase 1 of the project was the recently completed partial rehabilitation of the substructure of the bridge.

Other work will include and is not limited to: bridge rehabilitation, roadway reconstruction, new bridge construction, drainage construction, landscaping, utility relocation, noise mitigation, handling and disposing of contaminated materials.

The BTC identifies the bridges, and proposed treatment (Rehabilitation or New) shown in Table No. 1 as being required to support the proposed roadway layout. The Contractor shall determine the final location, layout, type, and dimensions of all elements of the bridges required to accommodate the roadways required to provide a final design that meets all of the requirements of the RFP and all design codes, guide and specifications applicable. All bridges, and other structures required to support the final design shall be included in this project as part of the Proposal and be included in the Price Proposal.

Table No. 1: Bridge Structures Anticipated to be Included in BTC (ID and Proposed Treatment)

Current Bridge #	New Bridge #	Bridge Name	Treatment
-	126601	Gano St. On-Ramp Bridge	New
-	126701	Waterfront Drive Off-Ramp Bridge	New
070001	070001	Washington Bridge North	Rehabilitation

Any necessary bridges may be built using Accelerated Bridge Construction Technologies as required to meet the construction schedule and traffic maintenance requirements. Accelerated Bridge Construction methodologies that are encouraged include use of Prefabricated Beam Units ("PBU's), prefabricated or precast concrete elements, Lateral Slide methods, Self-Propelled Modular Transporters (SPMTs) and other applicable methods.

Historical plans for the existing bridges are provided in Appendix B, along with the BTC plans.

Construction of the highway improvements and replacement/rehabilitation of the bridges will proceed in stages. In each stage, all traffic on Interstate I-195, entrance and exit ramps, and all other roadways shall be maintained as required in the BTC, unless specifically stated otherwise in this RFP.

2.2. Summary of the Design-Build Proposal Process

The Best Value Design-Build Procurement process will be a one-step simultaneous process. This RFP is now posted on the State's purchasing website soliciting Proposers to submit Technical and Cost Proposals. The qualified Proposer that presents the *Best Value* in the judgment of the State will be invited to enter into a contract with the State for design and construction of the Project.

Proposers should thoroughly review the definitions in Section 1.4 of this RFP.

Proposers shall comply with the following, as well as the other requirements in this RFP:

1. Proposers will be required to submit a description of each DB Entity's relevant experience, particularly with respect to experience similar to this Project with a particular focus on the ability to deliver such on time and on budget. Identify and describe a maximum of 10 relevant projects (limited to one [1] page) with a minimum construction value of \$20 million or more completed in the past ten (10) years which demonstrate adequate experience in the following:
 - Design-Build experience on bridge and highway projects of a similar scale and scope;
 - Bridge and highway projects performed for RIDOT;
 - Maintenance and Protection of Traffic on divided highways of comparable scale to this project;
 - Construction using Prefabricated Bridge Components;
 - Accelerated Bridge Construction;
 - Relevant and verifiable evidence of good performance and lessons learned from previous projects and how these will benefit this project.

For each project, provide project name, owner's name, address, principal contact with current phone number and email address, dates of design/construction, construction value and description of the work involved.

2. Key Personnel that it has assigned or will assign to the Project, stating the specific role that each person would perform in Project work. Those identifications will be deemed a binding commitment that if the Proposer should receive the Contract, those identified "team members" will, in fact, play the designated roles in Project design and construction. Proposers are precluded from substituting, replacing, or removing any of the Key Personnel without the written consent of the State to do so. If a Proposer believes that a substitution for any identified Key Personnel is warranted at any time (due to an intervening event), the Proposer shall so notify the State in writing, providing details of the proposed change and the reasons for it. The State shall not withhold such consent unreasonably. Proposed substitutions for such identified Personnel shall have equal or better credentials than the Personnel that they would be replacing. Should the substituted Personnel, in the opinion of the State, prove to not meet or exceed the experience and training that the original team member possessed, the Technical Review Group may reevaluate the Proposer's Qualifications score accordingly, if the substitution is proposed before award of the Contract.
3. Proposers will be required to submit a price (and a schedule of values) for design and construction of the Project ("Price Proposal"), and the selected Proposer shall place in escrow, as prescribed in Chapter 5 of this RFP, all of the documents ("Price Documents") that it used or consulted in the process of pricing the design and construction of the Project for purposes of making its Price Proposal.
4. Within the time frame dictated by this RFP, the Proposer shall submit a detailed Technical Proposal, as prescribed herein, as to its plans for the design and construction of the Project, and, at the same time, a Price Proposal, each enclosed in a separate, sealed container, as more fully described elsewhere in this RFP. The State will establish a Technical Review Group that will evaluate and score the Technical Proposals according to a predetermined set of weighted criteria set forth in this RFP. The Price Proposals will remain sealed until after the evaluation and scoring of the Technical Proposals.
5. The scoring of the Technical Proposals and Price Proposals according to the criteria set forth in this RFP by the State, who will decide which Proposer's combination of Technical Proposal and Price Proposal offers the best value to the State and the public.

2.3. Proposed Procurement Schedule

The current schedule for the PROJECT is for Substantial Completion by November 15, 2025. Substantial Completion includes but is not limited to, all bridge and roadway ramp work complete, inspected, and open to traffic as required by the Contract.

The State currently anticipates conducting this procurement in accordance with the following list of milestones. This schedule is subject to revision and the State reserves the right to modify this schedule as it finds necessary, in its sole discretion at no additional cost to the State.

Request for Proposals Issued	March 17, 2021
Submit Declaration of Potential Conflict of Interest	March 26, 2021
Conflict of Interest Determinations by the State	April 2, 2021
Initial ATC Submission Deadline	April 23, 2021
Initial ATC Review by the State	April 30, 2021
ATC Proposal Deadline	May 19, 2021
ATC Determinations by the State	May 28, 2021
Last Date to Submit Questions	June 23, 2021
Technical & Price Proposal Deadline	July 2, 2021
Apparent Best Value Determination	July 16, 2021
Tentative Award	July 23, 2021
Notice to Proceed	August 20, 2021

The State is currently completing work on the National Environmental Policy Act (NEPA) process for the Project. This process will continue in parallel with the procurement process.

At this time, the anticipated date for completion of the NEPA process is prior to the Notice to Proceed. All schedules submitted as part of this procurement process shall be based on this assumption. If the process concludes later than Notice to Proceed, the State and the Proposer will adjust the project schedule accordingly. In this case, preliminary engineering can continue during this timeframe; however, under no circumstances will the Proposer be allowed to start final design or construction prior to the completion of the NEPA process.

2.4. Reference Documents and Standards Applicable to Design of the Project

The State will electronically provide Project-specific reference documents to each Proposer via the State Division of Purchases website <http://www.ridop.ri.gov>. The partial Project-related plans (the "BTC") included in those documents will be for the Proposers' reference use only. All Proposers will be deemed to acknowledge by their receiving of such plans that they understand that while those plans have been advanced to the level of detail shown, the selected Proposer will be required to develop and provide a final, complete Project design based on its Technical Proposal that has been stamped and sealed by its own Designer of record, after review and approval by the State and possibly by third parties. The Proposer shall understand it will have to make revisions of or additions to the proposed Design in accordance with any comments received during the ongoing plan reviews from the State.

The State makes no representations as to the accuracy or completeness of information contained in any documents not obtained from the State, and it will not be responsible in any way for a Proposer's reliance on or use of the contents of such third-party documents.

Published standards of AASHTO and the State, including all TAC's and DPM's, but not limited to those standards set forth in Parts 2 and 3, will apply to the final design and construction documents to be developed by each Proposer. State documents are available on the State's web site <http://www.dot.ri.gov>.

2.5. State's Rights Regarding Content of the RFP, Administration of the Procurement process, and Award of the Contract

The State may investigate the qualifications of any Proposer as long as its Proposal is under consideration, may require related confirmation of information from a Proposer, and may require the Proposer to produce additional evidence regarding its qualifications to perform the tasks required by the RFP. The State may exercise, in its sole discretion, any of the following rights:

1. Reject any or all Proposals at any time prior to Award of the Contract;
2. Consider any relevant information from any source in making evaluations within the Procurement process;
3. Amend or modify the RFP at any time prior to Award of the Contract, which shall include but not be limited to the right to extend submission deadlines as deemed appropriate, and it will be the responsibility of each Proposer to consult <http://www.ridop.ri.gov>;
4. Appoint and assign a Technical Review Group to evaluate Proposals, and appoint and assign a Technical Support Group, each of which may seek the assistance of legal or technical advisors in making their evaluations; and
5. Waive minor irregularities in Proposals; and,
6. Cancel and withdraw the RFP at no cost to the State;
7. Issue a new RFP;

The RFP does not commit the State to enter into the Contract, even after tentative notice of award of the Contract, nor does it obligate the State to reimburse a Proposer for any costs incurred in preparation and submission of a Proposal or in anticipation of an award or execution of the Contract. By submitting a Proposal, a Proposer disclaims any right to be paid by the State, unless and until the State executes a Contract with and issues a Purchase Order to the Proposer.

2.6. Property of the State

All physical materials submitted by a Proposer to the State in response to this RFP shall become the property of the State and shall not be returned to the Proposer.

2.7. Conflict of Interest and Unfair Competitive Advantage

2.7.1. Conflict of Interest

1. Each Proposer shall require its proposed Team Members to identify potential conflicts of interest or a real or perceived competitive advantage relative to this procurement. Proposers are notified that prior or existing contractual obligations between a company and Federal or State Agency relative to the Project may present a conflict of interest or a competitive advantage. If a potential conflict of interest or competitive advantage is identified, the Proposer shall submit in writing the pertinent information by the date specified in Section 2.3 Proposed Procurement Schedule to the following:

Rhode Island Department of Administration
Division of Purchasing
One Capitol Hill
Providence, Rhode Island 02908
Attn: Lisa Hill

2. The State, in its sole discretion, will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to this procurement that cannot be mitigated, shall not be allowed to participate as a Design-Build team member

for the Project. Failure to abide by the State's determination in this matter may result in a proposal being declared non-responsive.

3. Conflicts of interest and a real or perceived competitive advantage are described in state and federal law, and, for example, may include, but are not limited to the following situations:
 - a. An organization or individual hired by the State, or its Consultants, to provide assistance in the development of instructions to Potential vendors or evaluation criteria for the Project.
 - b. An organization or individual with a present or former contract with the State, or its Consultants, to prepare planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is not available to all potential vendors in a timely manner prior to the procurement process.
4. The State reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis.
5. The State may, in its sole discretion, determine that a conflict of interest or a real or perceived competitive advantage may be mitigated by disclosing all or a portion of the work product produced by the organization or individual subject to review under this section. If documents have been designated as proprietary, the Proposer will be given the opportunity to waive this protection from disclosure. If a Proposer elects not to disclose, then the Proposer may be declared non-responsive.

2.7.2. Proprietary Disclosure

1. If a Proposer has special concerns about information which it desires to make available to the State but which it believes constitutes a trade secret, proprietary information, or other confidential information exempted from disclosure, such Proposer shall specifically and conspicuously designate that information as such in its Proposal and state in writing why protection of that information is needed. The Proposer shall make a written request to the State. The written request shall:
 - a. Invoke such exemption upon the submission of the materials for which protection is sought.
 - b. Identify the specific data or other materials for which the protection is sought.
 - c. State the reasons why the protection is necessary.
2. Blanket designations that do not identify the specific information will not be acceptable and may be cause for the State to treat the entire Proposal as public information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on the State by applicable law, and the applicable law(s) shall control in the event of a conflict between the procedures described above and any applicable law(s).
3. In the event the State receives a request for public disclosure of all or any portion of a Proposal identified as confidential, the State will come to its own determination whether or not the requested materials are exempt from disclosure.
4. Because of the confidential nature of the evaluation and negotiation process associated with this Project, and to preserve the propriety of each Proposer's Proposal, it is the State's intention, subject to applicable law, not to consider a request for disclosure until after the State's selection of the Best Value Design Build (BVDB) Contractor.

2.7.3. Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and US DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31 apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Proposer to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or cause to be made, a false, fictitious or fraudulent claim, statement,, submission, or d certification to the Federal Government under a contract connected with a project that s financed in whole or in part with Federal assistance originally awarded by FHWA under the authority of 49 U. S. C. Chapter 53, the Government reserves the right to impose the penalties of 18 U S C § 1001 and 49 U S C § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal Assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2.7.4. "Anti-Kickback" Prohibitions

1. Certain employee protections apply to all FHWA funded contracts with particular emphasis on construction related contracts:
 - a. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
 - b. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and
 - c. U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Financed in Whole or in Part by Loans or Grants for the United States," 29 CFR Part 3.

2.7.5. Unfair Competitive Advantage

The BVDB procurement will be conducted using a fair and impartial procurement process. It is essential that a level playing field be maintained during the procurement phase. The Proposers are advised that the following prohibitions, restrictions, and requirements will apply to this BVDB procurement:

1. Firms and individuals may not materially participate (defined as holding a financial interest, assisting in the preparation of a Proposal, or providing one or more of the Key Personnel described in Section 6.6 of the RFQ) in more than one Proposal in response to this RFP;
2. Firms and individuals may not solicit, review, or receive BVDB criteria weighting or evaluation materials prepared by the State or its consultants during the procurement phase, either directly or through an intermediary;
3. Proposers (including subcontractors, employees, or representatives) shall not communicate with or attempt to influence the Technical Review Group, or other State representatives involved in the BVDB selection process, except as allowed by this RFP;

4. Current or former employees of the State or its consultants directly involved in preparing this RFP shall not be engaged or employed on this project by proposers for 12 months after these employees have been under the employ of the State or its consultants directly involved in preparing this RFP.

An Unfair Competitive Advantage may exist if a Proposer is not in full compliance with Nos. 1 through 4 above.

2.7.6. Instructions and Notifications to Offerors

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, et seq. and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with

disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an "Affirmative Action Policy Statement."

Vendors with 50 or more employees and \$50,000 or more in government contracts shall prepare a written "Affirmative Action Plan" prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
 - b. Vendors further agree, where applicable, to complete the "Contract Compliance Report" (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the "Certificate of Compliance" (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors shall submit a "Monthly Utilization Report" (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.
11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
 12. Bid Surety Bond – Vendors responding to this RFP shall furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island in the amount of five (5%) percent of the vendor's cost proposal. An attorney-in-fact who executes a bond on behalf of the surety shall provide a certified current copy of the power of attorney. A successful vendor who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all vendors until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61st day following the proposal submission deadline; or (iii) the rejection of all proposals
 13. Payment and Performance Bond - The successful vendor shall furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation

Section 3. Base Technical Concept and Alternative Technical Concepts

3.1. General Description of Base Technical Concept

The BTC includes but is not limited to: partial bridge demolition, bridge rehabilitation, bridge construction, roadway construction and reconstruction, retaining wall construction, drainage construction, landscaping construction, temporary and permanent utility relocation, handling and disposing of contaminated materials, and modification to and installation of traffic signals. The major features of the BTC design are as follows:

1. Construction of a new off-ramp from I-195 Westbound to Waterfront Drive.
2. Construction of a new bridge structure to carry traffic from the Taunton Avenue and Veterans Memorial Parkway on-ramps over the new off-ramp to Waterfront Drive. This will be RIDOT bridge number 126701 – Waterfront Drive off-ramp bridge.
3. Rehabilitation of the Washington Bridge No. 700 structure which carries I-195 westbound over the Seekonk River and local roadways. Work includes but is not limited to joint replacement, joint elimination, installation of link slabs, bridge rail replacement, partial and full depth bridge deck repairs, steel repairs, replacement of steel diaphragms, painting of steel, concrete superstructure and substructure repairs and jacking of girders to facilitate said repairs, beam strengthening (FRP), installation of deck-over-backwalls, replacement of sub-pavement drains and installation of waterproof membrane, repaving and restriping, concrete spandrel wall repairs, crack repair and sealing, pier strengthening (FRP), relocation of historically significant bridge pylon, modifications to and potential replacement of manholes, cleaning of drainage systems, concrete sealing and coating, rehabilitation of overhead sign supports and highway lighting, removal of contaminated debris (pigeon guano), installation of protective screening, and partial widening of spans 1 thru 4 to provide 5 continuous lanes of I-195 westbound traffic over the bridge. This partial widening will require the construction of new substructure units, including one in the Seekonk River.
4. Construction of a new bridge structure to carry traffic from Gano Street onto I-195 Westbound. This will be RIDOT bridge number 126601 – Gano St. on-ramp bridge.
5. Construction of new retaining walls to support the embankments around the two new bridge structures (126601 & 126701) and the new off-ramp to Waterfront Drive.
6. Construction of stormwater BMPs to meet permitting agency approvals.
7. Restriping of I-195 westbound from the Broadway overpass to the new Waterfront Drive off-ramp to allow four (4) lanes of through traffic on the mainline.

The documents submitted by a Proposer shall be based on the BTC. Those documents shall include, but not be limited to, the preliminary design of all roadways, bridges, retaining walls, temporary structures, traffic management, drainage, lighting, utilities, landscape features, and other construction identified or described in the BTC, or required to construct the BTC. Preliminary calculations used by the Proposer in the development of a Technical Proposal based on the BTC shall be submitted as an appendix to the Proposal. **All Proposals shall meet the requirements of the RFP and incorporate the BTC without any exceptions to or deviations from the BTC, except as relates to a proposed ATC formally accepted by the State.** Part 2 of this RFP contains language for allowable and disallowed ATCs.

Following award of the Contract, the BTC (as modified to incorporate any ATCs accepted by the State), any other Proposal presented and accepted, and any commitment made in a Proposer's Proposal will become Contractual obligations of the Proposer if it should obtain the Contract.

3.1.1 General Description of Alternative Technical Concept

The State has chosen to use the Alternative Technical Concept (ATC) process in order to enhance innovation, achieve efficiency, and avoid delays/potential conflicts in the design that may arise from deferring Technical Concept reviews until after contract award. These proposed changes (ATCs) shall provide solutions that are equal to or better than the requirements contained herein and do not conflict with criteria agreed upon in the environmental decision-making process. The State's intent in allowing for ATCs is to obtain the Best Value/Best Design for the State. ATCs may be premised on deviations from the technical RFP requirements but shall be consistent with the standards set forth in the RFP and the Contract.

The ATC process allows Proposers to apply, prior to the State's evaluation of Proposals, for approval of proposed alternatives to the BTC or the RFP requirements. The State will not approve any ATC that deviates from the RFP. The Proposer shall certify in any ATC submittal that, after giving the matter its careful and detailed consideration, the ATC is consistent with the requirements of the RFP and the BTC.

Proposers shall describe in any proposal of an ATC how it would alter and affect the BTC and shall describe therein all relevant interdependencies between the ATC and BTC. Interdependent concepts may be combined into one (1) ATC, and the Proposer shall describe all interdependent ATCs in its Executive Summary (see Section 3.6 below). Failure to fully and accurately describe the interdependent components may result in the State's rejection of the entire ATC. If the State should conclude that a component of the interdependent ATCs is not allowable, the State may reject the entire ATC or a portion thereof.

Proposers may submit no more than ten (10) Initial ATC concepts and no more than ten (10) Final ATCs. Any Final ATCs submitted without prior development as an Initial ATC may be rejected without the opportunity to modify based on feedback from RIDOT that will be given with respect to Initial ATCs submitted. A Proposer may request that an ATC apply to more than one structure or element of this Project provided the ATC consists of one concept proposed to be incorporated consistently into the final design for each element for which it is requested. The Proposer shall identify in the ATC submittal which element of the project the ATC will apply,

Neither acceptance nor rejection of an ATC by the State will entitle the Proposer to an extension of the Proposal Deadline or of the time by which ATCs are due. Each Proposer, by submittal of its Technical Proposal, acknowledges that the opportunity to submit ATCs was offered to it and waives any right to object to the State's determinations regarding the acceptability of any ATC.

3.2. Technical Review Group

The State has established a Technical Review Group responsible for evaluating and scoring the Technical Proposals by applying to them the relevant criteria set forth in this RFP. The Technical Review Group will be responsible, at the least, for reviewing Technical Proposals and determining a quantitative score for each Technical Proposal by applying to it said relevant criteria.

3.3. Technical Support Group(s)

The State may establish a Technical Support Group(s) for the Project procurement process. The group will consist of RIDOT personnel as well as the State's technical consultant. This Group(s) will provide technical assistance and recommendations to the Technical Review Group during the procurement process, if asked to do so by the State. This group will not be used to score technical proposals.

3.4. ATC Process

The State encourages innovation on the part of the Proposers in proposing modifications or improvements to the BTC that may result in cost or time savings, improve functionality, or reduce future maintenance. The following sections provide details regarding the process for submittal, consideration, and determination of acceptability.

3.5. Submission of Initial ATCs by the Proposer

The Proposer may submit no more than ten (10) Initial ATCs to be considered for review.

Proposers should make every effort to submit Initial ATCs as early as practical, but no later than the date established in Section 2.3, to afford the State sufficient time for proper evaluation. In the Executive Summary, each ATC being proposed shall be separately titled and clearly described in two (2) pages or less. All submissions of ATCs shall be through the following:

Rhode Island Department of Administration

Division of Purchasing

One Capitol Hill

Providence, Rhode Island, 02908

Attn: Lisa Hill

lisa.hill@purchasing.ri.gov

Within seven (7) calendar days of the submission of Initial ATC's, the State will hold one mandatory confidential Initial ATC Meeting with each Proposer. Proposers are required to bring nine (9) hard copies of their ATC Executive Summary, including any supplemental information, marked "CONFIDENTIAL," to each related meeting with the Technical Review Group. If a Proposer is making a Power Point presentation at an ATC meeting, one (1) digital copy of the presentation on a CD-R shall be left with the Group at the end of the meeting. The State will provide a computer, projector and screen for the use of Proposers during such meetings. Proposers may, however, bring and use their own computer and projector at the meetings, if they wish to do so.

Each Executive Summary shall include the following information, presented in summary fashion:

1. Description of the general configuration of the ATC and other appropriate descriptive information, such as schematic drawings of the configuration of the ATC that may be helpful to the Group in evaluating the ATC.
2. Identification of any locations on the Project site that will be affected by the ATC.
3. References to requirements of the RFP that are or may be inconsistent with the proposed ATC, explanations of the nature of the certain or possible deviations from said requirements, and a request for either approval of such deviations or an analysis of why the possible deviations are not true deviations, but rather are consistent with the RFP requirements.
4. Identification of any possible design exceptions required by the ATC.
5. Identification of potential conflicts between or among the implementation of the ATC and the restrictions or requirements of environmental permits or approvals for the Project.
6. Discussion of potential effects (either beneficial or detrimental) of the ATC's implementation on (1) vehicular traffic, (2) the environment, (3) the interests or activities of the community in the area of the Project Site, (4) safety in the vicinity of the Site, (5) Utility relocations, and (6) life-cycle Project and infrastructure costs (specifically costs of future operation, repair, or maintenance).
7. Provide a DRAFT TMP including a detailed explanation of phases and closures with proposed mitigation to offset the impacts. The TMP shall include General Restrictions Charts in accordance with RIDOT TMP

requirements for any ATC that modifies temporary traffic phasing or final lane and configurations shown in the BTC along with justification based on traffic volumes, VISSIM model, and Synchro analysis.

8. Description of any problems, impacts, or negative effects that may be caused by implementing the ATC.
9. Identification and discussion of potential benefits of the ATC in hastening completion of the Project or in creating other Project scheduling benefits or negative impacts.
10. A list of other projects in which the ATC has been used under comparable circumstances, and a description and assessment of the success of said uses.
11. A listing of which utility relocations will be required, the number of times each utility shall be relocated and a comparison assessment list for the utility relocations required under the BTC.

3.6. Confidentiality of ATCs

All ATCs properly submitted by a Proposer for the State's consideration and all subsequent communications regarding such ATCs will be considered confidential by the State and will be safeguarded from unauthorized viewing, copying, etc. The State cannot guarantee, however, that the courts or another governmental agency with jurisdiction over such matters will treat such documents and their content as confidential.

If a Proposer wishes to communicate with a third party (not related with the development of the ATC) concerning an ATC that the Proposer has proposed to the State before the notice of award is given by the State, the Proposer shall first obtain the State's advance written approval of such communication or else it shall not carry it out. In order to obtain the State's approval, the Proposer shall first notify the State in writing of its desire to take such action, providing details as to the identity of the third party and the intended date and content of the intended communication. Violation of this requirement may result in a withholding of the stipend or even withdrawal by the State of an award of the Contract to the Proposer.

3.7. Confidential Initial ATC Meeting

The State may conduct confidential ATC interview meeting(s) with each Proposer that proposes an ATC, in order to discuss each ATC submitted by the Proposer. The decision to have such a meeting will be determined by RIDOT after initial review of the submitted ATCs. The Proposer shall bring to each such meeting nine (9) hard copies of the Executive Summary related to the ATC(s) it is proposing. (See above for requirements regarding the Executive Summary.) If a Proposer is making a PowerPoint presentation at an ATC meeting, one (1) digital copy of the presentation on a CD-ROM shall be left with the Group at the end of the meeting. The State will provide a computer, projector and screen for the use of Proposers during such meetings. Proposers may, however, bring and use their own computer and projector at the meetings, if they wish to do so.

The State will not discuss with any Proposer the contents of any ATC or Technical Proposal other than its own. Proposers shall not seek to obtain commitments from the State during the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer. Proposers are prohibited from discussing ATCs with State personnel or State consultants outside the confines of the meetings with the Technical Review Group.

Proposers' Team Members attending the meetings should have the particular expertise that will enable them to answer questions about the subject ATC(s). Persons attending the ATC meetings will be required to sign an agreement to abide by the foregoing rules; said document will also serve to identify all meeting participants. The Proposer shall bring a copy of the signed document (s) to each such meeting thereafter. All Team and Group members shall attend the meetings in person; conference calls will not be permitted.

During each ATC meeting, Proposer Team Members may ask questions relating to their presented ATC(s), and Group members may provide responses to same. Questions answered by Group members will focus solely on the ATC(s) presented and the manner in which they may affect the BTC. Any questions seeking clarification of RFP provisions shall be submitted in accordance with Sections 1.2 and 1.3 of this RFP.

The State reserves the right to change or clarify the RFP criteria or Project requirements in response to information received or issues raised during the ATC Group meetings. Such changes or clarifications shall be limited to corrections of deficiencies or flaws related to the BTC. All Proposers will be notified of each such change or clarification.

3.8. Initial Evaluation of ATCs

As soon as is practicable, but no later than the date provided in Section 2.3 Proposed Procurement Schedule, after the Initial ATC Submission or ATC meeting(s) with a given Proposer, the State will notify the Proposer that the State has made one of the following determinations with respect to each proposed ATC:

1. The ATC is approved on a provisional basis, subject to the Proposer's further refinement of the ATC in accordance with stated comments from the Group, and subject to the Proposer's submission of supporting calculations regarding the ATC and any refinements of it.
2. The ATC is rejected (reasons for the rejection will be provided with such notice).
3. The Group requires additional discussion of the ATC at an additional meeting.
4. The State reserves its judgment, pending its receipt from the Proposer of certain specified information that shall be included in the Proposer's final submission to the State regarding the subject ATC.

3.9. Final Submission Requirements for ATCs

The Proposer may submit up to ten (10) Final ATCs to be considered for final approval.

Any Proposer seeking final approval of an ATC, whether provisionally-approved or whether the State required additional information following the initial ATC submission, shall send a written request for such approval as a cover page to the Final ATC Submission. The Final ATC Submission shall be received by the State Contact Person no later than the date set for the Final ATC Submission Deadline (See RFP Part 1 Section 2.3 for date information). Submissions received after that time or submissions that include additional changes made after the ATC was provisionally-approved will not be accepted. Should the State make a written request to the Proposer for some clarification of the Proposer's final ATC submission, the Proposer should provide such clarification in writing to the Group, care of the State Contact Person, within two (2) business days after the request is made. Failure of the Proposer to provide the information requested in a timely manner may result in rejection of the ATC submission.

Final ATC submissions shall contain sufficient information for the Group to render an informed determination of the acceptability of the submission. Nine (9) hard copies of the submission, marked "CONFIDENTIAL" and including a narrative of each proposed ATC's development and review history, and relevant technical information and drawings regarding the ATC, shall be delivered to the State Contact Person. This submission shall include all relevant material, including applicable material on the ATC presented during Group meetings. The Proposer shall submit an electronic version of the submission to the State Contact Person, in addition to delivering the required hard copies. The electronic version shall be exactly the same as the hard copy version. If there is any difference between the two, the State may reject the submission and reject the ATC proposal.

The State will respond to the Proposer's final ATC submission within twenty-one (21) business days after receiving both the hard copies and the digital copy.

Information to be updated and included in final ATC submission:

1. Description of the general configuration of the ATC and other appropriate descriptive information.

2. Detailed schematic drawings of the configuration of the ATC and other appropriate textual and visual information, including, if appropriate, product details (for example, specifications, construction tolerances, and special provisions), a traffic operational analysis, and any schedule information that may be helpful to the Group in its review of the ATC.
3. A list of the Project Site locations that will be affected by the ATC, and a description of the manners in which they will be affected by it.
4. References to requirements of the RFP that are or may be inconsistent with the proposed ATC, explanations of the nature of the certain or possible deviations from said requirements, and a request for either approval of such deviations or an analysis of why the possible deviations are not deviations, but rather consistent with the requirements of the RFP.
5. Identification of design exceptions required by the ATC.
6. Identification of conflicts between the implementation of the ATC and the restrictions or requirements of environmental permits or approvals for the Project.
7. Discussion of effects (either beneficial or detrimental) of the ATC's implementation on (1) vehicular traffic; (2) the environment; (3) the interests or activities of the community in the area of the Site; (4) safety in the vicinity of the Site; (5) Utility Relocations, and (6) initial and life-cycle Project and infrastructure costs (specifically costs of future operation, repair, or maintenance).
8. Description of any additional problems that may be caused by implementing the ATC.
9. Identification and discussion of potential benefits of the ATC in accelerating completion of the Project or in creating other scheduling benefits related to the Project.
10. A list of other projects in which the ATC has been used under comparable circumstances, and a description and assessment of the success of said uses (if applicable).
11. Any design calculations requested by the State that support the safe and otherwise beneficial use of the ATC.
12. Descriptions of the long-term durability of portions of the Project construction that would be affected by implementation of the ATC.
13. Descriptions of any safety or other risks to the goals of the Project that would or might be created by implementing the ATC.
14. A detailed description of how the ATC would be integrated into the Project design, the construction phasing, the maintenance and protection of traffic, and the sequencing of the Project.
15. Provide a DRAFT TMP including a detailed explanation of phases and closures with proposed mitigation to offset the impacts. The TMP shall include General Restrictions Charts in accordance with RIDOT TMP requirements for any ATC that modifies temporary traffic phasing or final lane and configurations shown in the BTC along with justification based on traffic volumes, VISSIM model, and Synchro analysis.
16. A listing of which utility relocations will be required, the number of times each utility shall be relocated and a comparison to the utility relocations required under the BTC.

3.10. Final Determinations Regarding Proposed ATCs, and Incorporation of Approved ATCs into the Proposer's Technical Proposal

The State will make one of the following determinations with respect to each sufficient and properly-submitted ATC proposal, and will send the Proposer written notice of same: (1) the change proposed is already included in the BTC,

(2) the ATC is approved, (3) the ATC is approved with conditions, or (4) the ATC is rejected, in which case the reasons for its rejection will be provided with the notice of the same.

Written approval of an ATC and subsequent acceptance by the DB team will constitute a change in the specific requirements of the Contract, if the Proposer chooses to implement the ATC and if the Proposer should be awarded the Contract. During design development, should the Contractor be unable to obtain required approvals from third parties (such as an environmental agency) for any ATC incorporated into the Contract, or if implementation of the ATC otherwise proves to be infeasible, the Contractor will be required to conform to the original BTC requirements, and the State will not grant the Contractor any additional Contract time in which to complete the Project, nor will the State increase the Contract compensation, regardless of when the ATC's implementation proved to be infeasible. RIDOT will also not grant the Contractor any additional Contract time in which to complete the Project, nor will the State adjust the Contract compensation for any changes that become necessary to other elements of the project as a result of the implementation of an ATC.

Each Proposer may incorporate into its Technical Proposal only those ATCs that have been finally approved for the Project by the State; none may be included that have not been so approved. Copies of State letters granting final approval of an ATC for the Project shall be included in the Technical Proposal. If ATCs are used in the design, the Proposer shall provide a written narrative describing how and in which aspects of the Project the ATCs were implemented. Such narrative shall be an attachment to the Technical Proposal's Executive Summary **and will not be counted towards the total page count of the Proposal**. The Technical Proposals, whether or not they include an approved ATC, will all be evaluated according to the same technical criteria, and an ATC that provides technical enhancements of the Project may or may not receive higher technical scores than does one that includes no ATC.

Except for incorporating approved ATCs, the Technical Proposal shall not contain exceptions to or deviations from the requirements of the RFP.

The BTC, as modified by incorporation of any ATCs approved by the State or any other Technical Proposal concepts and commitments made by the Proposer in the Technical Proposal, will be considered to contain the requirements for the Proposer's design and construction of the Project. Prior to award of the Contract, the selected Proposer shall confirm and certify in writing to the State that it intends to design and construct the Project in accordance with its approved Technical Proposal. If the selected Proposer's Technical Proposal conflicts with either the Technical Provisions or the Terms and Conditions of the RFP, the RFP documents shall take precedence.

Section 4. Submission and Treatment of Proposals (Technical and Price Proposals)

4.1. General Format of Proposals

The Proposal, comprised of the separately sealed Technical Proposal and the Price Proposal, shall contain sufficient substance and clarity to give the State a clear and ample understanding of the Proposer's qualifications, capabilities and resources and of the Proposal's particulars and potential benefits for the State. The Technical Proposal shall consist of text, drawings, graphs, photographs and tables, as required below or as needed in order to describe clearly the Proposer's intended approach to designing and constructing the Project. The Price Proposal shall consist of the Proposer's total price for designing and constructing the complete Project and shall include Form N and O. Particular requirements for the form and contents of Technical and Price Proposals are set forth in Chapters 6 and 7 of this RFP, respectively.

. Both hard copy and electronic form (.PDF format) shall be submitted and marked accordingly. Each hard copy should be bound or held together in a secure and sequential fashion. On the outside of that container, the Proposer shall print the following information, in letters and digits large and dark enough to be read easily:

TECHNICAL PROPOSAL

Bid# 7611889
I-195 Washington North Phase 2
Providence/East Providence, Rhode Island
"Proposer Name"

The Proposer shall submit five (5) printed copies and five (5) digital copies of the Technical Proposal and the required submittals included in Appendix "A". The Bid Bond shall be submitted at the same time as the Technical Proposal in a separate envelope marked:

BID BOND

Bid# 7611889
I-195 Washington North Phase 2
Providence/East Providence, Rhode Island
"Proposer Name"

The Proposer shall also submit an original and five (5) separately sealed hard copies and two (2) digital copies of the Price Proposal in a separate sealed envelope, sealed box, or other container. On the outside of that container holding of the Price Proposal, the Proposer shall print the following information, in letters and digits large and dark enough to be read easily:

PRICE PROPOSAL

Bid# 7611889
I-195 Washington North Phase 2
Providence/East Providence, Rhode Island
"Proposer Name"

All Proposals shall be accompanied by an original and one (1) copies of a signed Transmittal Letter. Said letter shall be signed by an official authorized to legally bind the Proposer. The original letter shall be marked "ORIGINAL" and shall be placed inside the outermost container holding the smaller containers which hold, in turn, the copies of the Transmittal Letter with each copy of Technical Proposal, Bid Bond, and the copies of the Price Proposal. These copies and the separate envelopes or containers holding, respectively, (1) the copies of the Transmittal Letter and Technical Proposal, (2) the Bid Bond, and (3) copies of the Price Proposal and the required submittals, shall then be placed inside this outermost sealed envelope, box or other container. On that larger, outer container, the Proposer shall print the following information, in letters and digits large, clear and dark enough to be read easily:

Bid# 7611889
I-195 Washington North Phase 2

Providence/East Providence, Rhode Island
"Proposer Name"

Any information or other material within a Proposal that the Proposer deems proprietary or otherwise confidential shall be handled as described in Section 4.3 hereof.

Proposers shall provide in their Proposals all information and materials required by or requested by the State pursuant to the terms of the RFP. The State may reject as nonresponsive any Proposal that does not provide all such information and materials.

4.2. Time, Place, and Method of Proposal Submissions

Proposals satisfying all of the requirements of this RFP in form and content shall be submitted by the Proposer and received by the State no later than the Proposal Deadline stated below in this Section.

Proposals shall be delivered to the State Department of Administration, Division of Purchases, 1 Capitol Hill, Providence, Rhode Island, 02908. Responses misdirected to other State locations, or which otherwise are not received by the State Division of Purchases by the established due date and time for any cause will be determined to be late and will not be considered. The official clock for the purpose of registering the arrival of a document is in the reception area of the Department of Administration, Division of Purchases, Providence, Rhode Island. The State shall reject without further consideration any Proposal that it receives after the Proposal Deadline.

The State also shall not be deemed responsible or liable for mislabeled Proposals. Any and all damage that may occur to the Proposal submission due to mishandling in the delivery of the Proposal to the State shall be the Proposer's responsibility, and the Proposer shall not be allowed to rectify, repair or replace any portion of the Proposal that is lost, erased, or damaged due to such mishandling.

The Technical & Price Proposal submission deadline is **July 2, 2021 at 11:30am**.

4.3. Confidentiality of Proposals; Legal Disclosure Requirements

Proposers are advised that all materials submitted to the State for consideration, will be considered to be public records as defined by RI General Laws 38-2, without exception, and will be released for inspection immediately upon request once an award is made.

4.4. Compensation (Stipends) for Proposal Preparation

The State will award two (2) stipends in the amount of \$150,000 each, to the top two (2) scoring Proposers that do not obtain the Contract, but have submitted a responsive Technical Proposal, Price Proposal, AND earned at least the minimum acceptable Technical score of 42 points out of 60, and that conforms to the requirements of the RFP, as determined solely by the State, subject to the terms and provisions of the Stipend Agreement in the form provided in Appendix A of Part 1 of this RFP. No Stipends will be awarded if the State cancels and/or withdraws the RFP.

To be eligible to receive such a stipend, the Proposer shall execute the Stipend Agreement, enclose it with its Price Proposal in the manner required by this RFP, and submit the Price Proposal by the Proposal Deadline. No exceptions to this provision will be made. If the Proposer does not wish to be subject to the terms and conditions of the Stipend Agreement, it may decline the stipend.

If the Proposer is offered and accepts a stipend from the State for the development of the Technical Proposal, the State reserves the right to disclose the contents of any innovative ideas used therein in response to any request related to it that may be made following the award of the Contract under the provisions of the Rhode Island Access to Public Records Act or federal Freedom of Information Act. If the Contract should be re-advertised for some reason, the State will protect the confidentiality of the innovative idea materials and content until the Contract has been awarded and executed.

If the State does not offer a stipend to Proposers or if the Proposers do not accept the State's offer for their Project-related preliminary design work, the innovative ideas within the Technical Proposal(s) will be considered the

intellectual property of the Proposer, and the State will deem them confidential and exempt from public disclosure under the provisions of the Rhode Island Access to Public Records Act. The State would, nonetheless, have to comply in that regard with any contrary decision under the Rhode Island Access to Public Records Act or any courts or any other governmental agency having superior authority over such matters.

4.5. Withdrawal of Proposals

A Proposer may withdraw its Proposal from State consideration at any time prior to the Proposal Deadline, by sending its request to do so in a letter signed by a duly-authorized representative of the Proposer to the State Purchasing Agent. Such withdrawal will not prejudice the right of a Proposer to file a new Proposal for the D-B Project, provided that it is received by the State Contact Person before the Proposal Deadline. No Proposal may be withdrawn at or after the Proposal Deadline.

Section 5. Escrowed Proposal Documents

5.1. Purpose and Scope of Escrowed Proposal Documents

The main purpose of this Chapter is to preserve documents related to the selected Proposer's Proposal for possible later use in resolving any claims, extra work orders, or litigation between the State and the Contractor that may arise out of the Contract or its performance. This provision is intended to create a spirit of cooperation and an atmosphere of transparency between the State and the Contractor with respect to pricing matters and Contract disputes.

The preparation, delivery and escrowing of the required escrow bid documentation shall be in accordance with Section 103.8 of Part 3 of the RFP, as updated and amended by the Special Provision "103.8 Escrow of Bid Documentation" provided in Appendix B.01 of Part 2 of the RFP, and this section. The phrase "Bid Documentation" used in Section 103.8 shall mean any and all estimate calculations, quantity take-offs, material or subcontractor quotations, design assumptions, design constraints, or other pricing information used by the Proposer in order to estimate the cost of each detailed component of the Project work for purposes of formulating its Price Proposal.

The Price Documents need not include documents provided or created by the State.

5.2. Format and Content of Escrow Documents

The Proposer may submit Escrow Documents in its usual cost estimation format, provided that all information contained therein is legible, clearly presented, and plainly comprehensible. It is not the purpose of this provision to cause the Proposer extra work during the preparation of the Price Proposal, but to ensure that the Escrow Documents will be adequate to enable State personnel to understand them completely and interpret them properly if it should be necessary to consult them in order to make use of them in the intended ways described above. The Escrow Documents may also be provided on CD-ROMs or DVD-ROMs, provided that a printed hardcopy of the Documents is also submitted with the disc(s). The Documents shall include an index that describes in a general fashion the organization of the documents that have been included. Documents need to be grouped in a reasonable way so that the cost data and supporting information are readily available to any State representative.

5.3. Submission by Proposer of Escrow Documents

The State will choose an escrow agent (the "Escrow Agent") with which the Proposer and the State will meet to deposit the Escrow Documents. In the event that the selected Escrow Agent resigns or goes out of business, the State will select another Escrow Agent that meets the requirements of the previous Agent and afford the Contractor an opportunity to be present when the transfer of the Escrow Documents to the new Escrow Agent takes place. The Documents shall be placed in escrow prior to execution of the Contract.

The State may assign a specific State Department to serve as the escrow agent. The State will inform the Proposer of the proposed agent prior to submission of the documents.

5.4. Confidentiality of Escrow Documents

The State will prevent the disclosure of the contents of the Escrow Documents to third parties to the extent that it may practicably and legally do so.

5.5. Payment of Costs for Gathering and Preparation of Escrow Documents

Refer to Section 103.8 of Part 3 of the RFP as amended.

5.6. Period for Which Documents Will Remain in Escrow

Refer to Section 103.8 of Part 3 of the RFP.

5.7. Restrictions on Examination and Copying of Escrow Documents

Refer to Section 103.8 of Part 3 of the RFP as amended.

5.8. Termination of Escrow and Final Disposition of Documents

The State will promptly authorize the return of the Escrow Documents to the Contractor by the Escrow Agent when all of the following have occurred: the Contract work (including all extra and remedial work) has been completed; all disputes with or claims against or by the State under the Contract or regarding the Project have been finally and conclusively resolved or legally barred; or, if no such disputes or claims exist, final payment to the Contractor under the Contract has been made and accepted. If these events occur, or if the State exercises its option to not execute the Contract, then the State will give the Escrow Agent a letter of instruction directing the immediate return of the Escrow Documents to the Proposer.

Section 6. Form and Content of Technical Proposals

6.1. Technical Proposal Contents

Technical Proposals shall contain concise written material and drawings to enable clear understanding and evaluation of both the capabilities of the Proposer and the characteristics and benefits of the Proposal. To assist Proposers in preparing the Technical Proposals, the required contents are listed below. The Technical Proposal contents shall be organized in the order listed below and shall be clearly indexed. Each component shall be clearly titled and identified. To facilitate review of the Proposals, Proposers shall follow the same order as set forth herein and provide a cross-referenced table or other means of easily identifying the specific sections which shall be reviewed in order to verify a particular RFP requirement is met. Technical Proposals shall contain the following major sections:

1. Executive Summary
2. Relevant Firm Experience and References
3. Key Staff and Team Organization
4. Comprehensive Technical Approach
5. Proposal Preliminary Project Schedule
6. Management Overview
7. Required Forms & Documents

The Executive Summary should provide information to understand the basic substance of the Proposal. The technical approach submission should include preliminary design plans, preliminary specifications, technical reports and calculations to support the information presented. The Management Overview shall describe the organizational structure of the Proposer including: roles and responsibilities, reporting relationships, and a description of the manner in which the Proposer intends to integrate the required project oversight tools into the overall management plan and strategy. The Proposal Preliminary Project Schedule shall demonstrate the Proposer's ability to deliver the project within the allowable timeframes. The Technical Proposal requirements are defined more fully in Sections 6.3 through 6.11 below.

6.2. Physical Format of Technical Proposal

The Technical Proposal shall employ the following physical format:

1. The Technical Proposal shall be no longer than one hundred (100) pages (fifty [50] double-sided sheets). All portions of the Proposal shall be formatted single-spaced with line spacing at exactly 14 point, in Arial 11-point font, on 8 ½ by 11-inch sheets of paper with top, bottom, right and left margins of at least one inch. 11x17 inch sheet may be used for the proposal with each page counting as two 8 ½ x 11-inch sheets. All drawings and other graphics in the Proposal shall be formatted to 11 by 17-inch sheets of paper or other appropriate material, as necessary.
2. The textual portions, drawings and other graphic material of the Technical Proposal shall be formatted as specified in Section 4.1 hereof, with the additional requirements of this section.
3. Drawings and other graphic materials, including photos and renderings, shall be included in the Technical Proposal Appendix. Technical reports shall also be included in the Technical Proposal Appendix.
4. Any inserts or cover pages at the start of sections **will not count toward the total page limit**.
5. The Technical Proposal Appendix shall not count toward this page limit. The Proposal Preliminary Project Schedule (see below) may also be included in the Appendix.

6. The Transmittal Letter and other required documents whose forms are provided in Appendices of this RFP also will not count toward that page limit. The Required Forms & Documents listed above shall be included in the Technical Proposal Appendix. The Original RFP & All Addenda listed above shall be included on CD-ROM or DVD-ROM.
7. Each page of the Technical Proposal shall be numbered with the page's number and an indication of the total number of pages in the Technical Proposal (e.g., 5/28 or 5 of 28).
8. The Technical Proposal Appendix shall be limited to material requested in this RFP. It shall be accompanied by an index describing the information therein.
9. A digital copy of the Technical Proposal shall be placed on a CD-ROM or DVD-ROM, and the Proposal's content (including any appendix) shall be rendered in PDF files.

6.3. Required Transmittal Letter

The Technical Proposal shall be accompanied by a Proposal Letter (FORM A) (referenced in Section 6.11 and Section 7.1 below) signed by an individual authorized to bind the Proposer contractually. The Transmittal Letter shall state, among other things, that the Technical Proposal shall remain valid beyond the Proposal Deadline until the Contract is fully executed, or until the Contract is withdrawn and the Project cancelled by the State, whichever occurs first. The Transmittal Letter shall also state the name, title, address, email address, and telephone number of one individual who will respond to State requests for additional information, and, also, of one individual who is authorized to negotiate and execute the Contract on the Proposer's behalf.

6.4. Executive Summary

The Proposer shall submit, as Section 1 of the Technical Proposal, an Executive Summary written in non-technical style and containing sufficient information for reviewers with a non-technical background to understand the basic substance of the Proposal and to judge whether or not it satisfies the general requirements of the Project. The Executive Summary shall not exceed two (2) double-sided pages and shall follow the format stated in Section 6.2 above.

The Executive Summary shall not include any pricing information and shall, at a minimum, include the following:

1. An identification of the Proposer's key Project personnel and a description of the management structure that the Proposer would use in the management, decision-making and day-to-day operations regarding the Project;
2. A summary of the design and technical approach(es) that the Proposer would employ for the Project in the implementation of the BTC, and in any respects in which they may be different from what is called for by the BTC;
3. A description of any aspects of the Technical Proposal to which the Proposer believes that the State ought to pay particular attention in evaluating the Proposal, because they are original or creative, or likely to be misconstrued or overlooked, or likely to result in significant benefit to the State, or noteworthy in some other regard;
4. If the Proposer is a Joint Venture, the Proposer shall clearly identify in the Executive Summary which major parts of the work each member of the joint venture will be responsible for (*i.e.*, engineering, quality control, geotechnical, construction, etc.).

6.5. Relevant Firm Experience and References

The Proposer shall provide, as Section 2 of the Technical Proposal, a description of each DB Entity Member's experience, particularly with respect to experience similar to this Project with a particular focus on the ability to deliver such on time and on budget. Identify and describe a maximum of 10 relevant projects (limited to one [1] page) with a

minimum construction value of \$20 million or more completed in the past ten (10) years which demonstrate adequate experience in the following:

- Design-Build experience on bridge and highway projects;
- Bridge and highway projects performed for RIDOT;
- Construction using Prefabricated Bridge Components;
- Maintenance and Protection of Traffic on divided highways of comparable scale to this project;
- Relevant and verifiable evidence of good performance or lessons learned from previous projects and how these will benefit this project.

For each project, provide project name, owner's name, address, principal contact with current phone number and email address, dates of design/construction, construction value and description of the work involved.

6.6. Key Staff and Team Organization

The Proposer shall provide, as Section 3 of the Technical Proposal, an overview of proposed project staffing and furnish an organizational chart showing the "chain of command" and identifying major functions to be performed and their reporting relationships in managing, designing and constructing the project. Additionally, furnish a narrative describing the functional relationships among participants listed on the organizational chart.

At a minimum, the following key personnel performing the functions described below shall be identified and summary resumes provided. These personnel can be replaced following award, but any replacement, at the time they are assigned to the role, shall meet all the qualifications included herein and shall be approved by RIDOT prior to the change taking place.

- **Design-Build Project Manager** – This individual shall be responsible for the overall Project design, construction, quality management and contract administration for the Project. Provide relevant licensing, registration(s), certification(s) and training for this individual.
- **Quality Control Administrator** – This individual shall be responsible for the overall QC system as established by the DB Entity's Quality Control Plan. The QC Administrator shall be a registered, licensed, Professional Engineer in the State of Rhode Island. The QC Administrator shall work directly with the Design and Construction QC Managers to ensure that all required QC procedures are being adhered to. The quality of the design and quality of all materials and construction workmanship is the responsibility of the QC Administrator. The QC Administrator shall coordinate all QC issues directly with RIDOT.
- **Design Manager** – This individual shall be responsible for coordinating the individual design disciplines and ensuring the overall Project design is in conformance with the Contract Documents and applicable design standards. This individual shall be a registered, licensed, Professional Engineer in the State of Rhode Island.
- **Structural Lead** – This individual shall be responsible for the structural design including all structural calculations, bridge drawings and associated specifications. This person is also responsible for QC of the structural work. This individual shall have a minimum of 10 years of bridge design experience and be able to demonstrate knowledge of RIDOT policies and procedures. This individual shall be a registered, licensed, Professional Engineer in the State of Rhode Island.
- **Civil/Highway Lead** – This individual shall be responsible for the civil/highway design including all highway calculations, civil plans and associated specifications. This person is also responsible for QC of the civil work. This individual shall have a minimum of 10 years of civil design experience and be able to demonstrate knowledge of RIDOT policies and procedures. This individual shall be a registered, licensed, Professional Engineer in the State of Rhode Island.

- **Traffic Lead** – This individual shall be responsible for the development of maintenance and protection of traffic plans and specifications as well as any associated design calculations. This person is also responsible for QC of the traffic work. This individual shall have a minimum of 10 years of traffic design experience and be able to demonstrate knowledge of RIDOT policies and procedures. This individual shall be a registered, licensed, Professional Engineer in the State of Rhode Island.
- **Design Quality Control Manager** – This individual shall be responsible for implementing all of the design quality control procedures and activities required by the DB-Team’s Quality Control Plan. This includes overseeing the QC program for all pertinent disciplines involved in the design of the Project, including, review of design, working plans, specifications, and constructability for the Project. This individual shall report all design related findings to the Quality Control Administrator.
- **Construction Manager** – This individual, who shall be required to be on the Project site for the duration of construction operations, shall be responsible for managing the construction process including all Quality Control (“QC”) activities to ensure that the materials used and work performed meet the contract requirements and are in accordance with the “approved for construction” plans and specifications. Provide relevant licensing, registration(s), certification(s) and training for this individual.
- **Construction Quality Control Manager** – This individual shall be responsible for implementation of all Construction QC procedures and activities as established by the DB-Team’s Quality Control Plan. This individual shall: 1) possess a B.S. degree in Civil Engineering; 2) have a minimum of FIVE (5) YEARS of direct oversight of materials sampling and testing activities; this individual shall be on the project site on an as-needed basis to perform periodic inspections and formal QC checks throughout the construction operations period. This individual shall report all construction related findings to the Quality Control Administrator.
- **Construction Superintendent** – This individual shall be responsible for managing the day to day on-site activities, adhering to the project schedule, labor/equipment/material activities for all operations, on-site subcontractor coordination and quality control.
- **Safety Manager** - This individual shall be in charge of developing a project safety plan for the Project, both inside and outside of the construction area including maintenance and protection of traffic traveling through and adjacent to the construction area. This individual shall have a minimum of FIVE (5) YEARS experience in direct charge of project safety.
- **Scheduler** – This individual shall be in charge of developing a schedule for the project, monitoring milestones and ensuring that the project stays “on” or “ahead of” schedule. This individual shall have a minimum of FIVE (5) YEARS experience in direct charge of schedule development, at least THREE (3) YEARS of which included design-build projects.
- **Environmental Manager** - This individual shall be responsible for ensuring compliance with any and all State and Federal environmental regulations, laws, commitments, requirements, permits, approvals and mitigation strategies during design and construction. This shall be inclusive of required inspections and reporting and coordination with the RIDOT Natural Resources Unit. This individual shall have experience working in the glaciated northeast, meet the requirements of a Wetland Professional in accordance with the RI Department of Environmental Managements Freshwater Wetlands Rules and Regulations (Rule 7.06). This individual shall have sufficient scientific experience regarding natural systems, wetland delineation, sediment and erosion control best management practices and features. It should be noted that certain permits require monitoring by qualified professionals; such qualifications may be subject to regulatory agency approval based on education and experience of individual.

The Environmental Manager shall also be responsible for coordination with the RIDOT Cultural Resources Unit (CRU) to ensure the PROJECT's compliance with all State and Federal Cultural Resource laws, regulations and procedures throughout the entire design/build process. This individual shall be familiar with all stipulations that result from the cultural resource review process and ensure that all design changes arising after RI Historical Preservation & Heritage Commission approval of final design plans are coordinated through the CRU. In addition, this individual shall be responsible for coordinating the review of all required samples, shop drawings, etc. with the CRU.

The DB Entity may propose dual roles. However, quality control activities shall not be performed by personnel that are responsible for actual design/construction production.

Organizational Chart: Furnish an organizational chart showing the "chain of command" and identifying major functions to be performed and their reporting relationships in managing, designing and constructing the Project. Additionally, furnish a narrative describing the functional relationships among participants listed on the organizational chart (LIMITED TO ONE (1) PAGE).

The Proposer shall provide an affirmative statement that the resources shown or indicated in the Proposal will be available if awarded the Contract. The Proposer shall discuss the current backlog of the Primary Members and their capacity to perform the Project to achieve the Completion Date listed in Section 2.3.

The Proposer shall also explain the differing work locations, where key personnel will be located while working on this project, address how the coordination between the various Members and Subcontractors will be managed and explain how the engineering process will be integrated with the construction process.

6.7. Technical Approach

Section 4 of the Technical Proposal (the "Technical Approach") shall use the BTC as the basis for setting forth the technical approach(es) that the Proposer intends to use in order to complete the Project design and construct the Project.

The Technical Approach Section shall identify the quality and expected useful life of each of the facilities to be designed and constructed as part of the Project, and it shall identify the performance criteria by which each Project facility or component should be evaluated. Proposers are advised that the minimum service life for any proposed new bridges is expected to be seventy-five (75) years and the minimum service life for any proposed rehabilitated bridges is expected to be twenty-five (25) years. Design shall be in accordance with the specifications and criteria given in Part 2 – Technical Provisions.

The Proposer shall include detailed information on the incorporation of any proposed modifications to the BTC's and its effect on items listed below.

The Technical Approach shall also include the following (meeting the requirements outlined in RFP Part 2):

1. Highway/Traffic/Staging
 - a. General requirements that the Proposer anticipates would have to be met for intersection and roadway design and construction, including limits of work transitions.
 - b. Plans for design, implementation, and monitoring of temporary traffic controls, including lane closures and detours and ways to efficiently use State and Municipal Police officers for traffic management during lane closure and detour periods for the duration of the project.
 - c. Proposed Traffic Management Plan (TMP) approach and overview. Provide a DRAFT TMP including a detailed explanation of phases and closures with proposed mitigation to offset the impacts. The TMP shall include General Restrictions Charts in accordance with RIDOT TMP requirements for any temporary traffic phasing or final lane and configurations shown in the BTC and/or the Proposer's concept plans along with the appropriate VISSIM models, and Synchro analysis based on current traffic volumes.

The total duration of each proposed ramp closure (existing Gano St on-ramp, Gano St off-ramp, Taunton Ave on-ramp, and Vets Memorial Pkwy on-ramp) shall be clearly identified in the TMP and in the Schedule. Minimization and/or elimination of ramp closure durations will be scored more advantageously.

- d. The Proposer's concept plans, including plans, elevations, proposed pedestrian facility improvements, traffic mitigation initiatives and typical sections may be included in the Technical Proposal Appendix for reference in the Technical Approach.
- e. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints including coordination with the toll gantry installation project.

2. Bridge, Retaining Walls, and Other Structures

- a. Approach to design and construction of the bridges and retaining walls shown in the BTC, and as required to support the roadway construction, with descriptions of any proposed bridge types, lengths, or heights.
- b. Approach to design and construction of the bridges and for the partial bridge demolitions, with descriptions of the intended structure types, deck joint types and locations, and bearing systems.
- c. Descriptions of accelerated bridge techniques to be used.
- d. Description of the measures that will be taken in order to achieve a minimum seventy-five-year (75) service life for new bridge structures and a minimum twenty-five-year (25) service life for rehabilitated bridge structures.
- e. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints including coordination with the toll gantry installation project.
- f. The Proposer's concept plans, including plans, elevations, and typical sections may be included in the Technical Proposal Appendix for reference in the Technical Approach.
- g. A geotechnical design plan and approach for the foundation types for all structures.
- h. Materials plans for key elements (e.g., specialized concrete for closure pours).

3. Schedule

- a. Reference Section 6.8 below.
- b. The total duration of each proposed ramp closure (Gano St off-ramp, Taunton Ave on-ramp, and/or Vets Memorial Pkwy on-ramp, and Gano St on-ramp) shall be clearly identified in the Technical Proposal, the TMP and in the Schedule. Shorter ramp closure durations will be considered materially more beneficial during proposal evaluations.
- c. The following shall be the maximum allowed duration of closure for each ramp:
 - i. Gano St off-ramp: 49 days
 - ii. Taunton Ave on-ramp or Vets Memorial Pkwy on-ramp: 264 days (combined total) Note that only ONE of these ramps may be closed at any given time.
 - iii. Gano St on-ramp: 14 days
Note that extended / double shift and weekend work is expected to limit the duration of closure to the maximum extent possible.
- d. The DB Entity is herein made aware that failure to comply with the above maximum closure durations and/or the modified closure durations from their proposed schedule and approved TMP will result in charges per Mandatory Specification Section 937.1000 Maintenance and Movement Traffic Protection.

It is expected that the DB Teams will keep the closure of all ramps to the absolute minimum necessary by utilizing double shifts, weekends, and other methods.

4. Environmental Controls and Approvals

- a. Measures to be taken in order to ensure compliance with environmental laws, permits, and approvals.
- b. Measures to be taken in order to control erosion, dust and to maintain allowable levels of noise.
- c. Permanent erosion and sediment control measures to be taken that would remain in place after the Project has been constructed.
- d. A description of potential sources of pollution and of measures that would be taken in order to reduce erosion, to minimize sedimentation, and to eliminate non-stormwater pollutants from the Site.
- e. A description of potential plans or actions with the State and other measures for mitigating cost and Project delay or disruption if unknown subsurface contamination is encountered on the Project.
- f. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints including coordination with the toll gantry installation project.

5. Innovation

- a. The Proposer shall identify areas in the design, other than those specified in RFP Part 2 Technical Provisions in which the use of alternative and innovative construction methods would result in time and/or cost savings, improved level of service, reduction in life-cycle cost, and quality changes beneficial to the State.
- b. The Proposer shall identify potential material substitutions that would result in a higher quality end product, including adequate justification that the proposed substitution is a higher quality end product.
- c. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints including coordination with the toll gantry installation project

6.8. Proposal Preliminary Project Schedule

In Section 5 of the Technical Proposal, the DB Team shall provide a Proposal Schedule. The Proposal Schedule shall be developed in accordance with the requirements detailed in Part 2 Section 8 PROJECT SCHEDULE REQUIREMENTS. RIDOT standard durations for reviews and minimum durations for third party work are defined in Section 8 and shall be used in the Proposal Schedule.

The Proposal Schedule shall meet the allowable timeframes specified in this RFP. If the DB Team submits a Proposal Schedule showing early completion of any date or duration stipulated in the RFP as part of its Technical Proposal, and the DB Team is awarded the Contract, the Contract terms shall be adjusted to incorporate the early dates/durations, and the State's Notice of Award letter to the DB Entity will reflect the new dates/durations submitted in the Technical Proposal. The adjusted dates/durations shall be incorporated into all pertinent sections of the Contract.

The schedule shall be submitted in PDF format within the Technical Proposal. The DB Team shall also provide the .xer file with their Proposal submission.

Submission of the Proposal Schedule does not constitute a request by the DB Team to increase the number of early release construction packages or revise any Contract requirements.

6.9. Management Overview

Section 6 of the Technical Proposal (the "Management Overview") shall describe the Proposer's management approach and its plan for Design-Build construction, both in general and for this particular Project. This section should

make plain the Proposer's plan and capacity for controlling and coordinating the various subcontractors and other forces and resources on the Project. It should also explain how the Proposer plans to deal with the State and other federal, State, municipal and utility agencies, in a productive manner and with respect to particular aspects or potential problems on the Project. The Proposer shall also describe its approach for controlling in an optimal fashion the schedule and costs of the Project, as well as complying with applicable laws that may present difficulties or problems, or that are likely to have a substantial effect on the progress or costs of the Project. The Proposer shall also explain the Proposer's plans for assigning identified personnel with relevant experience and knowledge, as well as critical equipment and other resources, to the tasks that are key to the success of the Project.

The Management Overview shall include, more specifically:

1. Administration and Coordination

The Management Overview shall include a section describing the Proposer's intended plan for managing approvals from the State, from design, to construction, to potential issues and progress updates in the way of briefings, meetings and other acceptable methods. This section shall also address coordination with nearby construction projects, as well as neighboring communities and notification and coordination with local Police, Fire and Emergency agencies. It shall also outline the Proposer's plans and intended approach for providing information to the public regarding Project scope and progress, in order to inform project stakeholders during the design and construction of the Project.

2. Risk Management

The Management Overview shall include a section describing the Proposer's approach to risk management. The Proposer shall provide and explain its plans to identify possible risks that would adversely affect, whether in a major or minor way, the project progress, scope, schedule and or budget; and how it intends to mitigate these risks once identified. This section shall also outline the Proposer's intended plans for involving the State in the risk identification and mitigation processes and shall identified the potential owner of the risk.

3. Quality

The Management Overview shall describe the approach and methods and shall identify the personnel that the Proposer will employ in order to develop and implement a Quality Control ("QC") system and in order to create a Quality Management Plan ("QMP") and QC Plans for the Project, involving both Design QC ("Design QC") and Construction QC ("Construction QC"). This section of the Proposal shall include at least:

- a. A description and chart of the organization and personnel that will be used to ensure QC on the Project as specified in the mandatory special provisions for "Quality Control Plans" and "Quality Management Plans" included in Appendix B.01.
- b. A general, descriptive outline of the reports that will be produced and of the management of records procedures to be used for all QC documents and related records in achieving QC.

4. Design and Construction Management

The Management Overview shall contain a section that describes the Proposer's design and construction management organization and how it would relate and interact with the other elements of the Proposer's organization for the Project. Provide a brief narrative description of the proposed plan for designing and constructing the Project. This portion of the Proposal shall include at least:

- a. An organization chart for the Project, showing the relationships between functions shown on the chart and functional relationships with subcontractors. The chart shall indicate how the Proposer intends to divide the Project into work segments in order to achieve optimum design and construction performance.

- b. A description of the Proposer's intended plan to integrate the Design with the procurement and construction activities.
- c. A description of the Proposer's plan, in terms of Project design, for balancing and coordinating stakeholder interests; structural and landscaping exigencies; concerns for utility operations and facilities; traffic, stormwater, and hazardous materials management; and requirements for the construction and maintenance of the Project.
- d. A description of the Proposer's intended methods and procedures for resolving Project-related disputes with subcontractors, suppliers, or third parties.
- e. A description of the Proposer's intended design program and process, including the internal process for design reviews. The description shall include the Proposer's plan for producing the design, including the internal process for design reviews to ensure design accuracy, including how designs developed by different firms and offices would be integrated and coordinated in order to ensure consistency and quality among them.
- f. A description of the Proposer's intended safety and training program and of how it would be implemented.
- g. A description of the Proposer's plan for maintenance of any waterways including water quality and minimizing environmental impacts including dust control areas in the vicinity of the Project during construction.
- h. A description of how all contingency plans would be decided upon and implemented by the Proposer.
- i. A sub-section on Project Controls that provides (i) an explanation of the Proposer's approach to quantity-estimating and how the Proposer intends to control its Project costs, how it would maximize and maintain quality, and how it would minimize its price adjustments for any Project changes ordered by the State; and (ii) a description of the Proposer's intended management system for controlling and coordinating the scheduling of the Project work, in both the short term and long term, as well for handling document control and change management. The Overview should also describe how the Proposer will integrate these functions into its proposed management structure and into its day-to-day Project activities.
- j. A sub-section on Utilities Management which shall include at least:
 - i. The intended approach and plan for coordinating utility work.
 - ii. The intended approach and plan for dealing with third-party entities and for keeping utility owners informed of Project construction scheduling and changes that may affect their facilities, including:
 - a) Problems that are likely to arise and to affect utility facilities or operations, and the planned approach for curing such problems.
 - b) The Proposer's intended methods of design and construction for activities related to utility facilities' relocation and protection, and the role to be given to utility owners in planning and carrying out these activities.
 - c) The Proposer's plan for design of a support system to keep all existing lighting and ITS/IMS conduits supported in place and active during Project construction.
 - iii. Methods and schedule for verifying, locating, evaluating, and monitoring utilities prior to commencement of Project work; and for protecting utilities during the Project work.

- iv. A summary of the relocations required for each utility to be encountered, including the number of relocations required for each utility in order to complete the project using the Proposers' staging and sequence of construction.
- v. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints.
- k. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints including coordination with the toll gantry installation project.

6.10. Bonding

In accordance with Rhode Island Code of Regulations 220-RICR-30-00-12, effective August 13, 2018 – the separately sealed TECHNICAL PROPOSAL will not be accepted or considered unless accompanied by a guaranty in the form of an original FIVE PERCENT (5%) BID BOND (**No Dollar Amount shall be stated**) made payable to the State of Rhode Island. Bid bonds shall be provided by surety companies licensed and authorized to conduct business in the State of Rhode Island. All surety companies shall be listed with the U.S. Department of the Treasury, Fiscal Service, Circular 570, (Latest Revision published by the Federal Register). The Bid Bond shall be submitted in a separate envelope marked "RFP# 7611889-BID BOND."

6.10.1. Defects in Bid Bonds

Any defect in a bid bond submitted with a Technical Proposal may result in the rejection of the related Technical Proposal. Any defect in the bid bond that the State deems to be material shall result in the automatic rejection of the entire Proposal. No such material defect may be cured once the Cost Proposal is opened.

6.11. Forms that Shall Accompany the Technical Proposal

When a Proposer submits its Technical Proposal as per Sections 4.1 and 4.2 above, that Proposal shall be accompanied by the forms provided in Appendix A, completed as directed in the Schedule of Submission included therein.

All forms contained in Appendix A, including those establishing the legal authority of individuals signing such documents for the Proposer, not just the Transmittal Letter, shall also be completed, executed and submitted in accordance with Table 2 & Submissions included in Appendix A. Failure to submit any of those forms, properly executed, may result in rejection of the Proposal by the State.

All Disadvantaged Business Enterprise (DBE) forms included in Appendix A, are to be submitted with the Technical Proposal for the "Design consultant qualifying work" goal. The defined cost of the DBE activity **shall not** be disclosed in the RFP Technical submission.

A W-9 Form shall be completed and signed by an authorized agent of the Design Build Team. This form may be downloaded from: <http://www.purchasing.ri.gov>

All Proposers SHALL register online at the RIVIP's Internet website at: <http://www.purchasing.ri.gov>

A fully completed, signed **RIVIP BIDDER CERTIFICATION COVER SHEET** – All three pages **SHALL** accompany EACH response submitted. This document shall be downloaded from the RIVIP website. Failure to make a complete submission inclusive of this three-page document may result in disqualification.

Proposals shall include complete responses to this RFP, with the properly completed forms and all required supporting documentation included. Failure to execute any required certification may result in a Proposer being deemed ineligible for award of the Contract. To assist Proposers in preparing the Technical Proposal, the required forms are listed in the table below.

Table 2: Required Forms for Technical Proposal (Required for D/B Contractor and not Designer)

Form	Form Designation	Form Location	ITP Section	Schedule of Submission
FHWA-1273 & FTA Federal Provision Clauses	NA	Appendix A	6.11	Provided For Reference
W-9			6.11	Technical Proposal
Bid Bond			6.10 & 9.10	Technical Proposal (submit at the same time as the Technical Proposal but in a separate envelope marked as such).
RIVIP Bidder Certification Cover Sheet			6.11	Technical Proposal
Proposal Letter	Form A	Appendix A	6.3	Technical & Price Proposal
Industrial Safety Record	Form B	Appendix A	6.11	Technical Proposal
Anti-Collusion Certificate for Contract and Force Account	Form C	Appendix A	9.3	Technical Proposal
Health and Safety Certification	Form D	Appendix A	6.11	Technical Proposal
Certification of Dumping Facilities	Form E	Appendix A	6.11	Technical Proposal
Right-to-Know Act Certification	Form F	Appendix A	6.11	Technical Proposal
Certification of Construction Equipment Standard Compliance	Form G	Appendix A	6.11	Technical Proposal
Guaranty Form	Form H	Appendix A	6.11	Technical Proposal
Buy America Certification	Form I	Appendix A	9.8	Technical Proposal
On-The-Job Training	Form J	Appendix A	6.15	Technical Proposal
DBE Utilization	Form K	Appendix A	6.14 & 9.12	Technical Proposal
DBE Letter of Intent to Perform	Form L	Appendix A		Technical Proposal
Escrow Agreement Form	Form M	Appendix A	Section 5	Technical Proposal
Cost Proposal Form	Form N	Appendix A		Technical Proposal
Design Build Stipend Agreement	Form O	Appendix A		Technical Proposal
Consultant Certifications, Disclosures, and Assurances	Form P	Appendix A		Technical Proposal

6.12. Prevailing Wage Rates

The Contractor shall pay State and federal (29 CFR 5 Subpart B) prevailing wage rates for all on-site Project work and shall comply with all related reporting and administrative requirements. Prevailing rates shall be updated one year after the award of the Contract and each succeeding year after that until the completion of the Contract. Proposers are advised that no increase in Contract price will be granted because an updated prevailing rate proves to be higher than an earlier one for the same type of labor.

The Proposer is responsible for obtaining the current prevailing wage rates from the Rhode Island Department of Labor and Training website at: <https://dlt.ri.gov/wrs/prevailingwage/> using Davis-Bacon Act Wage Determination #RI20210001, Modification #4, dated April 23, 2021.

6.13. Federal Equal Employment Opportunity (EEO) Requirements

Requirements for EEO on this project include but are not limited to:

1. Nondiscrimination in Federal Public Transportation Programs: 41 CFR 60-4.3 prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
2. Prohibition against Employment Discrimination: Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246 "Equal Employment Opportunity", September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex or national origin.

6.14. DBE

Disadvantaged Business Enterprises (DBEs) shall be given the opportunity to participate in the performance of Design-Build contracts financed in whole or in part with federal funds.

This Project has been assigned a total of **TWELVE PERCENT** (12%) Disadvantaged Business Enterprise (DBE) participation goal for "construction qualifying work," and **TWELVE PERCENT** (12%) Disadvantaged Business Enterprise (DBE) participation goal for "consultant qualifying work" with Rhode Island certified firms during design and construction of the Project. DBE participation shall consist of concerted efforts by the Proposer as part of its affirmative action responsibilities to include DBE firms on Federal Aid transportation projects. Hereafter, DBE refers to businesses owned or controlled by socially and economically disadvantaged person(s) as certified by the RIDOA Office of Diversity, Equity and Opportunity (ODEO).

The goal should be accomplished by having DBE firms perform no less than the above stated goals as a percentage of the total work for the design and construction of the Project (other than work performed by the State, or by any consultant hired by the State, on the BTC). The goal percentage shall be calculated as the specified percentage by dollar value of work contained in the total Contract executed by the parties; that is, it will take into account work later added to the Contract by construction orders. Proposers are reminded that DBE participation to be counted toward the goal shall be in the form of independent work and DBE firms shall be certified by the RIDOA ODEO at the time that the Technical Proposal is submitted to the State.

The Proposer is required to complete the Schedule of Participation by Disadvantage Business Enterprise (DBE) Utilization FORM K for the Design Subconsultant qualifying work and provide complete DBE Letter(s) of Intent to Perform from each proposed DBE Design subconsultant along with a copy of the proposed Design subconsultant's current RI state certification letter(s) to be INCLUDED IN THE TECHNICAL PROPOSAL. DBE certifications shall be approved at the time of the TECHNICAL proposal submission to ensure DBE compliance and availability. The DBE FORM K for "construction qualifying work" shall be submitted by the DB Entity 14-days prior to any construction activity. This also includes complete DBE Letter(s) of Intent to Perform for each proposed DBE subcontractor along with a copy of the proposed subcontractor's current RI state approved at such time.

A list of current Rhode Island State certified DBE firms may be obtained through the State's Disadvantaged Business Enterprise (DBE) Office website at www.odeo.ri.gov. Any questions should be directed to:

RIDOT Office of Business and Community Resources
Room 110, Two Capitol Hill
Providence, RI 02903
(401) 222-3260

DBE special provisions are included in RFP Part 3 – Terms and Conditions

6.15. Trainees

The Proposer shall also provide a written statement in the RFP submission using Form J provided in Appendix A, by an authorized representative of the Proposer that the Proposer will develop and maintain a continuous on-the-job-training (OJT) program achieving the required Training hours. If the Proposer is selected for the PROJECT, they shall possess a RIDOT approved OJT Program prior to award.

The total OJT trainee hours for this Project are established to be TWO THOUSAND SEVEN HUNDRED (2,700) Training Hours for OJT reimbursement. RFP documentation shall detail requirements for Trainee submission and review and payment.

6.16. Original RFP and Addenda

Proposers shall include with the TECHNICAL PROPOSAL written acknowledgement of the State's original RFP and all addenda.

Section 7. Form and Content of Price Proposals

Price Proposals shall be sealed in a separate envelope and held by the Division of Purchases until the Technical Evaluations are complete. The Technical Review Group will not have access to the Price Proposals during the evaluation of the Technical Proposals.

7.1. Forms that Shall Accompany the Price Proposal

When a Proposer submits its Price Proposal as per Sections 4.1 and 4.2 above, that Proposal shall be accompanied by the forms provided in Appendix A, completed as directed in the Schedule of Submission included therein.

All forms contained in Appendix A, including those establishing the legal authority of individuals signing such documents for the Proposer, not just the Transmittal Letter, shall also be completed, executed and submitted in accordance with the Schedule of Submissions included therein. Failure to submit any of those forms, properly executed, may result in rejection of the Proposal by the State. Failure to execute any required certification may result in a Proposer being deemed ineligible for award of the Contract. To assist Proposers in preparing the Price Proposal, the required forms are listed the table below.

Table 3: Price Proposal Required Forms

Forms	Form Designation	Form Location	ITP Section	Schedule of Submissions
Proposal Letter	Form A	Appendix A	6.3	Price & Technical Proposal
Price Proposal Form	Form N	Appendix A	7.3	Price Proposal
Bid Bond	-	-	6.10 & 9.10	Technical Proposal (submit at the same time as the Technical Proposal but in a separate envelope marked as such).

7.2. Payment Schedule

The Overall Contract Price will consist of a lump sum Design-Build price as well as other items as detailed in the RFP and listed in section 7.3 below and shown on the Price Proposal Form. Partial payments shall be derived from the lump sum price, a schedule of values and a Payment Request Form.

Part 2 of this RFP includes provisions for "Estimated Items." The State has determined that the work shown in the BTC plans for these items have quantities that cannot be reasonably estimated prior to construction.

The sum of money shown on the Price Proposal Form as "Estimated Cost" for each of these Estimated items of work will be considered the bid price even though payment will be made as described in Part 2. The estimated cost figure is not to be altered in any manner by the Proposer. Should the Proposer alter the amount shown, the altered figures will be disregarded, and the original price will be used to determine the total amount for the contract.

7.3. Price Proposal Contents

The Price Proposal shall include:

1. The Lump Sum (L.S.) DB Price and the Estimated (EST.) items shall constitute the Proposal Price. This Price is to be the total amount that the State would pay for all work under the original Contract executed by the parties.
2. The breakdown of the Proposed Price is intended to assist the State in its evaluation of the price submitted. It will also be the starting point for the development of the schedule of values that will be used to cost load the Project schedule.

3. The Schedule of Value (S.V.) shown in Form N amounts shall be comprised of the sum of all the Minor Schedule of Value (m.s.v.) amounts shown below them.
4. In the event of a conflict between the DB Price (L.S.) and the total of the schedule of values (S.V.) amounts supplied, the Proposed DB Price shall take precedence.

Section 8. Selection Process and Evaluation Criteria

8.1. Weighted Criteria Algorithm

The selection of the Proposal deemed by the State to have the best value will be based in part on the results of applying the weighted criteria algorithm method to the Proposal. This method assigns a designated weight to each factor that the State deems to be a critical aspect of the Proposal and the Project. The individual weight factors will vary from project to project, depending on the State's assessment of the importance of each factor in the given project. The following is a general representation of the equations used to determine the best value:

$$\text{Technical Score TS} = S_1P_1 + S_2P_2 + \dots S_iP_i$$

Where:

i = Qualitative Evaluation Subcategory, Section 8.6 below (1, 2, 3, ... i)

S_i = Maximum Technical Score for Subcategory i

P_i = Qualitative Rating Percentage for Subcategory i , Section 8.5 below

(Note: The highest technical score would be 60 points.)

$$\text{Price Score} = \text{PS} = W_p * (\text{LB}/\text{B})$$

Where:

W_p = Price Weight Factor

(Note: The Price Weight Factor for this project is set at 40)

B = Bid Value (Price Proposal)

LB = Low Bid Value (lowest Price Proposal)

(Note: The highest Price Score would be equal to the Price Weight Factor.)

$$\text{Best Value} = \text{Largest Value of: TS} + \text{PS}$$

8.2. Submission of Proposals to the Technical Review Group

Once a Technical Proposal has been found to be technically consistent with all organizational and formal RFP criteria by the Department of Purchasing and RIDOT, the Technical Proposal will be forwarded to the Technical Review Group for review and evaluation.

8.3. Initial Proposal Evaluation

The State will first determine whether or not the Technical Proposal meets the following criteria:

1. The Technical Proposal was submitted and organized in accordance with the requirements of this RFP.
2. The Transmittal Letter and other forms required to be submitted with the Technical Proposal were submitted with it and comply with the requirements of the RFP.

Proposers whose Proposals are not consistent with the RFP requirements may be deemed by the State to be ineligible for consideration for an award of the Contract.

8.4. Proposal Clarifications

The Technical Review Group shall determine if any clarifications of a Technical Proposal would be significantly helpful to the Group in understanding and evaluating the Technical Proposal, and whether or not such clarifications (for instance, where information provided is incomplete or ambiguous) should be sought from the Proposer. If the Technical Review Group decides to seek a clarification of a Technical Proposal, the State will request in writing from the Proposer, in accordance with the schedule and time constraints contained in this RFP, any such clarification(s) requested by the Technical Review Group. Clarifications requested at the oral interview should be confirmed in writing.

8.5. Evaluation of the Technical Proposals by Designated Categories

Technical Review Group members will evaluate the components of the Technical Proposals by applying to them the pertinent criteria contained in this RFP and will submit the resulting scores to the Office of Contracts.

The Technical Review Group will use the following scale to rate each subcategory listed in Section 8.6 below:

1. **EXCEPTIONAL (90-100%):** The Proposer has demonstrated qualifications and an approach to Project design or construction that significantly improves upon stated requirements and objectives of the RFP. That approach is of consistently outstanding quality. There is very little or no risk that this Proposer would fail to meet the requirements of the particular aspect of the Project work. There are essentially no weaknesses in the material provided regarding this item of the Technical Proposal.
2. **GOOD (70-89%):** The Proposer has demonstrated qualifications and an approach to Project design or construction that improves upon stated requirements and objectives of the RFP. That approach is generally of better-than-acceptable quality. There is little risk that this Proposer would fail to meet the requirements of the particular aspect of the Project work. Weaknesses in the material provided regarding this item of the Technical Proposal, if any, are definitely minor.
3. **FAIR (50-69%):** The Proposer has demonstrated qualifications and an approach to Project design and construction that minimally meets the stated requirements and objectives of the RFP. That approach is of fair quality. The Proposer demonstrates an average probability of success in addressing this particular aspect of the Project. The material provided regarding this item of the Technical Proposal contains weaknesses that are moderate in nature.
4. **POOR (30-49%):** The Proposer has demonstrated qualifications and an approach to Project design or construction that fails to meet stated requirements and objectives of the RFP with respect to the particular aspect of the Project. The material provided regarding this item of the Technical Proposal contains weaknesses or deficiencies, but they are susceptible to correction through oral presentations. The material provided is marginal in quality with respect to its basic content or the amount of information provided for evaluation.
5. **UNACCEPTABLE (0-29%):** The Proposer has demonstrated qualifications and an approach to Project design or construction that contains significant weaknesses or deficiencies and is unacceptable in quality. The material provided regarding this item of the Technical Proposal fails to meet the stated requirements and objectives of the RFP, lacking essential information, containing elements in conflict with each other, or suggesting that the Proposer's technical approach to the Project would likely prove unproductive. The Technical Proposal in this regard does not suggest that the Proposer, if awarded the Contract, would have a reasonable likelihood of success in treating this aspect of the Project. Weaknesses or deficiencies in the provided material are so significant or extensive that a major revision of the Technical Proposal would be necessary with regard to this aspect of the Project.

The Technical Review Group will allocate technical points by multiplying the selected percentage rating from the scale above by the maximum number of points assigned to each of the designated subcategories listed in Section 8.6 below. Example: $P_i \times S_i = 85\% \text{ rating scale} \times \text{maximum firm experience } 6 = 5.1 \text{ Points}$.

8.6. Selection Criteria

The Technical Review Group will evaluate each Proposer's Technical Proposal and will score each Technical Proposal for all of the weighted subcategories (the "Selection Criteria") listed below:

1. Qualifications

Subcategories

- a. Firm Experience (Maximum 6 Points out of 60)
- b. Staff Qualifications (Maximum 6 Points out of 60)

2. Technical Approach

Subcategories

- a. Highway/Traffic/Staging including impacts to Vehicular, Bicycle and Pedestrian Traffic (Maximum 12 Points out of 60)
- b. Bridge, Retaining Walls, and other Structures (Maximum 6 Points out of 60)
- c. Schedule (Maximum 9 Points out of 60)
- d. Environmental Controls and Approvals (Maximum 3 Points out of 60)
- e. Overall Innovation (Maximum 9 Points out of 60)

3. Project Management

Subcategories

- a. Administration and Quality Control (Maximum 3 Points out of 60)
- b. Risk Management (Maximum 6 Points out of 60)

8.7. Determination of Overall Technical Score

The total Technical Proposal scores of each Proposer will be determined by the Technical Review Group and will then be submitted to the Department of Administration, Division of Purchases. Each set of scores for a Proposal will then be matched to the Proposer that submitted the given Proposal.

8.7.1. Minimum Selection Criteria Score for Subcategories and Minimum Overall Technical Score

- a. A proposal shall achieve Selection Criteria Scores at or above 50% of the maximum eligible score in all of the subcategories in Section 8.6 above to be considered for further evaluation; and
- b. A proposal shall achieve a minimum Overall Technical Score of 42 out of 60 in order to be considered for further evaluation.

Proposals not meeting both of the above scoring criteria will be disqualified.

8.8. Price Proposal Opening

After the technical scores have been tabulated, the State will open the sealed Price Proposals according to the following procedure:

1. The sealed Price Proposals will be opened and released to RIDOT by the Division of Purchases.

2. The Price score for each Proposer will be calculated by RIDOT in accordance with the criteria set forth in this chapter of the RFP.
3. The Price Score will be added to the Technical Scores.
4. The State will notify the Proposer with the highest Best Value Score informing them that they are the Apparent Best Value Proposer. Said notification of the Apparent Best Value Proposer and any subsequent contract Award will be subject to the State's post qualification process and FHWA concurrence in Award to said Proposer.

Section 9. Pre and Post Selection Requirements

9.1. Schedule of Submissions

In addition to meeting the submission requirements outlined in Sections 6 and 7, the Proposer shall ensure that all of its required documents are submitted in accordance with the schedule of submissions provided in Appendix A of this RFP. Proposers are reminded that, even though this schedule appears to be comprehensive in nature, the State may require additional submissions due to updates of contracting requirements for State Projects. The Proposer by submitting its Proposal agrees that it shall comply with the pre-award requirements set by the State and this RFP.

9.2. Pre-Award Project Schedule Requirements:

As per Section 108 of Part 3 of this RFP, there are minimum activities, submittals and approvals which shall be completed prior to Award of the Contract.

9.3. Non-Collusion Affidavits

A statement of non-collusion on the form provided in Appendix A (which complies with the requirements of Title 23, CFR Part 635.112) shall be completed with original signatures and returned with the submitted Technical Proposal. Failure to complete and return this statement of non-collusion with the Technical Proposal may result in rejection of the bid as nonresponsive.

If the subject Technical Proposal is being submitted by a joint venture, a separate non-collusion statement shall be submitted by each member of the joint venture.

9.4. Requirement to Keep Proposer Team Intact

The DB Team, including but not limited to the Lead Contractor, the Lead Designer, Key Personnel, and other individuals identified shall remain on the DB Team for the duration of the procurement process and, if the DB Team is awarded the Design-Build Contract, the duration of the Design-Build Contract. If extraordinary circumstances require a proposed change, it shall be submitted in writing to the State. The State will determine whether to authorize a change. Unauthorized changes to the DB Team at any time during the procurement process may result in the elimination of the Proposer from further consideration.

9.5. Clean Air and Federal Water Pollution Control Act

The Proposer agrees:

1. It shall not use any violating facilities;
2. It shall report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities";
3. It shall report violations of use of prohibited facilities to FTA and

4. It shall comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. § 7401 – 7671q); and the Federal Water Pollutant Control Act as amended (33 U.S.C. §§ 1251 –1387)

9.6. No Federal Government Obligation to Third Parties

The State and the Proposer, acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or ward of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the State, Proposer or any other party (whether or not a party to that Contract) pertaining to any matters resulting from the underlying Contract. The Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal Assistance provided by FHWA, it is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

9.7. ADA Access

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal Transit Law at 49 U.S.C. § 5332, the Proposer agrees that it shall not discriminate against individuals on the basis of disability. In addition, the Proposer agrees to comply with any implementing requirements FHWA may issue.

9.8. Buy America

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provides that Federal funds may not be obligated unless all steel, iron and manufactured products used in FHWA funded projects are produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323 (j) (2) and 49 CFR § 661.11.

9.9. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

9.10. Bonding

See Section 6.10 Bonding.

9.11. Rejection of Proposals or Proposers

9.11.1. Nonresponsive Proposals

The State may reject a Proposal as nonresponsive if, for instance:

1. The bid bond or the non-collusion affidavit submitted with the Technical Proposal is defective or incomplete;
2. The Proposer has altered the Proposal without the written consent of the State to do so;
3. The Proposer has submitted a Proposal that in some way fails to make a full commitment to satisfy all requirements of the subject Contract, including all applicable plans and specifications (such failures would include, but is not limited to, any alteration by the Proposer of the terms of the Proposal, the submission of a defective or unenforceable bid bond, and the failure to provide pricing or other information required by the State's bid proposal form).

9.12. Disadvantaged Business Enterprises (DBE) Forms

The State is committed to the effective implementation of the Disadvantaged Business Enterprise (DBE) Program as defined in Title 49, Code of Federal Regulations (CFR) Part 26 and Part 23 for Airport Concessions. This program shall be executed in accordance with the regulations of the United States Department of Transportation (DOT) as a condition of receiving DOT funding.

The Proposer shall not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract or concession opportunity. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the contract or in the administration of its DBE and ACDBE Programs or the requirements of 49 CFR Part 26 and 23. The State shall take all necessary and reasonable steps, under 49 CFR Part 26 and 23, to ensure nondiscrimination in the award and administration of DOT-assisted contracts and concession opportunities. These forms are provided as part of Appendix A of this RFP.

Section 10. Requirements for Execution, Withdrawal or Protest of the Contract

10.1. Withdrawals of Contracts or Projects

The State will not award the Contract to an apparent Best Value Selection in those cases in which the State decides to reject all Proposals and solicit new Proposals for the Contract, or else to withdraw the Project with no current plans to re-advertise it.

Possible reasons for the State withdrawing a Project include, but are not limited to: loss of anticipated Project funding, failure to obtain a necessary permit prior to bid or Contract award, discovery of a mistake in estimated bid quantities or a defect in Project design, pre-bid or pre-award design changes that significantly change the Project, failure by the State to include a necessary Contract item in the bid proposal form, elimination of the first two or three apparent Best Value Selections, failure to receive a Price Proposal for a Price within the available funding limits, or failure to receive enough Proposals to assure the State that it has received a competitive or reasonable Proposal. In cases of such withdrawals for the best interests of the State or for purposes of maintaining the integrity of the bidding process, complaining Proposers may or may not be afforded a meeting with State representatives to discuss the State's decision.

In some instances, events may have occurred that delayed the award of the Contract so long that it would not make economic sense for the State to award the Contract; *i.e.*, to do so would almost certainly result eventually in the Proposer's filing a claim against the State for substantial delay damages. Such a situation may arise, for instance, because the State has had unexpected difficulty in obtaining a permit necessary for the Project. In such instances, as an alternative to its withdrawing and re-advertising the Project Contract, the State may offer a responsible apparent Best Value Selection the opportunity to sign an agreement waiving all possible claims that might be based in part on the delay of the Contract signing.

**END OF PART 1
INSTRUCTIONS TO PROPOSERS**

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- A.02 FHWA-1273
- A.03 49 CFR PART 20



Appendix A.01

Forms



Appendix A.02

FHWA-1273



Appendix A.03
49 CFR PART 20

Case Number: PC-2024-04526
Filed in Providence/Bristol County Superior Court
Submitted: 10/31/2024 9:36 AM
Envelope: 4861648
Reviewer: Victoria H

EXHIBIT 4A

DESIGN-BUILD SERVICES
FOR BRIDGE GROUP 57T-10

I-195

WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI



BID# 7611889

Rhode Island Department of Transportation

Submitted by



In partnership with





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- 3 Design & Technical Approach (*RFP 6.4.2*)
- 3 Innovations/Enhancements (*RFP 6.4.3*)
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Proposal Video

The Barletta/Aetna Team has developed a summary video of our Technical Proposal featuring highlights of our relevant experience and technical approach to the project.

The video file is included in our Technical Proposal CD or



Watch online:

<https://vimeo.com/vhbnov/i-195-washington-bridge>



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Form D. Health & Safety Certification

Form E. Certification of Dumping Facilities

Form F. Right-to-Know Act Certification

Form G. Certification of Construction Equipment Standard Compliance

Form H. Guaranty Form

Form I. Buy America Certification

Form J. On-the-Job Training

Form K. DBE Utilization

Form L. DBE Letter of Intent to Perform

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Form O. Design Build Stipend Agreement

Form P. Consultant Certifications, Disclosures, and Assurances

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**Primavera Electronic File Provided on CD*

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Technical Proposal CD Only

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DESIGN-BUILD SERVICES FOR
BRIDGE GROUP 57T-10

I-195

WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI



Executive Summary



Executive Summary

Trusted Team (RFP 6.4.1)

The Barletta/Aetna Bridge JV, with Lead Designer VHB, is ready to partner with RIDOT again, this time to bring the **I-195 Washington Bridge North Phase 2 Design-Build (DB)** to fruition. Together, we work seamlessly, communicate, and collaborate—always with the end goal in mind: to successfully deliver the design and construction while **minimizing risk, minimizing impacts, and providing maximum value** to RIDOT.

RIDOT has trusted us as individual firms and collectively as a Team with the state's most complex, challenging, and high-profile bridge projects, including the **Route 6/10 Interchange DB, Louisquisset Pike Bridge DB, and Wood River Valley DB**. From traffic management, to coordination with utility companies, to complex environmental regulations—we have kept RIDOT's projects **on time and on budget**.

What's New

Through the ATC process, we were able to incorporate direct feedback from RIDOT on our previously submitted ideas and enhancements. With this direct feedback, we further refined and enhanced our approach—always looking for ways to maximize value to RIDOT and the project. In particular, our ATCs 4 and 8 have added benefits and further expand our initial enhancements.

- » With our revised **ATC 4** realignment of Gano Street, the bikeway, and the new Gano Street On-Ramp, we achieve the required goals of the INFRA Grant while adding safety and traffic operations improvements with reduced infrastructure that minimizes RIDOT's long-term maintenance costs.
- » Through bridge widening modifications to spans 1–3 in **ATC 8**, our design lightens the overall loads to the Washington substructure, eliminates all in-water work at pier foundations, and reduces long-term life-cycle infrastructure costs.

Dedicated Project Team that Delivers on Time and on Budget

Our project leadership team and key personnel comprise our most experienced practitioners—DB, complex highway and bridge design, and construction. Our Team has the capacity and commits to the same high level of passion and attention to detail you have come to expect from us.



Design-Build Project Manager (BHD): As the primary contact for RIDOT, **Paul Coogan** will oversee all project design, construction, quality management, and contract administration, and will facilitate effective design and construction collaboration and integration. He will make certain that all necessary resources are available and committed.

- » 40+ years of construction experience, including managing multidisciplinary teams on complex DB projects
- » As Project Manager for the Henderson Bridge Reconstruction project, Paul brings invaluable insight to collaborating with VHB and RIDOT
- » Brings a regional perspective to RIDOT through his experience with NHDOT on the \$84M Memorial Bridge Replacement DB, and CT DOT on the \$98.5M I-95 NB to Route 34 WB Flyover Bridge DB

Construction Team—Construction with Confidence

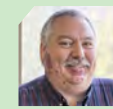


Construction Manager (BHD): **Dennis Ferreira** will lead project construction making sure the project is built safely, efficiently, and according to plans and specifications.

- » Construction Manager for multiple DB bridge projects totaling over \$530M, including two over water—Hines Bridge and Route 79/I-195 Interchange
- » Prior experience working with Aetna Bridge and VHB, recently with Joe Wanat and Jeff Klein on the Route 6/10 Interchange DB



Construction Superintendent (AET)—Rick McGinn
Construction Superintendent for Route 79/I-195 Interchange & Braga Bridge DB and Wood River Valley Bridge DB



Scheduler (BHD)—Steve Thurber
Scheduler for Route 6/10 Interchange DB and Route 79/I-195 Interchange & Braga Bridge DB



Safety Manager (AET)—Joan Zapatka
Safety Manager for Route 6/10 Interchange DB, Louisquisset Pike Bridge DB, and Wood River Valley Bridge DB

Design Team—Delivering Design Excellence



Design Manager (VHB): **Joe Wanat, PE, PTOE, ENV SP**, will manage overall design and VHB coordination, confirming the project design is consistent with project objectives and in conformance with the Contract Documents.

- » Intimately familiar with project site and surrounding area from his experience on the Washington Bridge, Henderson Bridge, Providence Viaduct, and Route 6/10 Interchange DB



Deputy Design Manager & Structural Lead (VHB): **Jeff Klein, PE, ASSOC. DBIA**, will lead the day-to-day operations of the design discipline leads and subconsultants.

- » Design Manager for the Louisquisset Pike and Wood River Bridge DBs and VHB Structural Design Manager on Route 6/10 Interchange DB



Civil/Highway Lead (VHB)—Rick Rhodes, PE
Highway Design Lead for the Louisquisset Pike Bridge DB and Wood River Valley Bridge DB



Traffic Lead (VHB)—Peter Pavao, PE, PTOE
Traffic Task Manager for Henderson Bridge, Pell Bridge Interchange, and Louisquisset Pike Bridge DB



Environmental Manager (VHB)—Susan Moberg, PWS, CFM
Environmental Manager for the Wood River Valley Bridge DB and Henderson Bridge

Quality Team—Quality Team Means Quality Results



QC Administrator (VHB): **Kris Kretsch, PE, CQA, QAT, ENV SP**, will develop and implement an overall QMP for design and construction teams to follow and will oversee the integration of design and construction reviews.

- » Experience on 10+ DB projects throughout the Northeast
- » QC Administrator for Louisquisset Pike Bridge DB and Design QC Manager for Wood River Valley Bridge DB



Design QC Manager (VHB)—Jamie Pisano, PE
Project Manager for the Henderson Bridge Reconstruction and DPM on Providence Viaduct Bridge No. 578



Construction QC Manager (BHD)—Bill Kearns, QAT
Construction QC Manager for Route 6/10 Interchange DB and Route 79/I-195 Interchange and Braga Bridge DB

Our Promise

Through our experience on the Washington Bridge and unparalleled knowledge of the project site, we developed a thoughtful technical approach. We know the public, travel patterns, and limitations that enable us to develop implementable solutions. Our approach will deliver increased regional mobility and state of good repair by minimizing risks; minimizing impacts to the environment, stakeholders, and public; while maximizing value of RIDOT capital expenditures.

! Minimize Risk

- » Eliminate several major utility relocations and streamline construction staging to mitigate third-party schedule delays
- » Eliminate new fracture-critical member from Washington Bridge widening
- » Vet our proposed design enhancements with utility companies, environmental regulators, and municipal review committees

Minimize Impacts

- » Utilize regional traffic simulation model to coordinate with adjacent projects and mitigate traffic friction points
- » Keep Taunton Avenue On-Ramp open during construction and eliminate overlapping detour routes with Henderson Bridge
- » Minimize impacts to the existing Washington Bridge foundations by eliminating supplemental piles
- » Install high-capacity drilled micropiles (DMPs) to minimize impacts to existing foundations and the Seekonk River

Maximize Value

- » Add highway capacity during construction
- » Reduce long-term infrastructure maintenance costs at Waterfront Drive Bridge and Gano Street On-Ramp (reducing from a three-span curved bridge to a jointless simple span structure)
- » Improve traffic operations and pedestrian/bicycle safety with new Gano Street alignment

Design & Technical Approach (RFP 6.4.2)

Our Team has examined the Washington Bridge, ramps, and roadways from every angle—balancing design, constructability, quality, safety, and risk management. We developed a technical approach that advances the BTC as provided in the RFP, while also enhancing the design with alternative technical concepts (ATCs) and innovations to deliver added value and benefits to RIDOT. As shown below and detailed in *Section 4—Technical Approach*, these enhancements were developed with a focus on three key goals—to **minimize risk** to RIDOT and the project schedule, **minimize impacts** to the community and traveling public, and **maximize value** by delivering safe, durable, and low-maintenance bridges.



ATC 4 **Reconfigured New Gano Street On-Ramp to I-195 WB**

- » Minimize utility relocation in coordination with NBC, National Grid Gas and Electric, and Verizon
- » Significantly reduce RIDOT's long-term infrastructure maintenance costs, reducing the three-span curved steel bridge to a simple span precast concrete arch structure
- » Eliminate the bikeway crossing of the new Gano On-Ramp for improved safety
- » Improve traffic operations on Gano Street by providing the heavier southbound traffic with a right-turn onto the on-ramp

ATC 8 **Modified Spans 1–4 Widening**

- » Reconfigure span configuration to eliminate the fracture-critical tie-down, eliminate the need to supplement piles at existing piers, and eliminate in-water work
- » Reduce RIDOT's long-term inspection costs with elimination of fracture-critical member
- » Minimize noise and vibrations near utilities with use of high-capacity drilled micropiles at new Pier 1A

ATC 9 **Washington Bridge Joint Repair**

- » Simplify phased expansion joint installation with Emseal joints on Washington Bridge and improve durability of all new bridge expansion joints on the project
- » Provide link slabs to eliminate surface joints and maximize durability improvement at all fixed joints

ATC 2 **Waterfront Drive Off-Ramp, Ramp DR-2/M, and Waterfront Drive Roadway Profile**

- » Avoid Valley Street gas, telephone, sewer, water, and utility pole relocations
- » Save RIDOT significant Force Account costs by avoiding utility relocations
- » Improve intersection safety by providing a channelized right-turn movement at the new Waterfront Drive intersection

ATC 3 **Waterfront Drive Bridge Modifications**

- » Construct new bridge in a single phase with a minimized footprint
- » Eliminate a beam line and deck overbuild to reduce RIDOT's long-term maintenance costs
- » Use Accelerated Bridge Construction (ABC) MSE-supported stub abutments, decreasing the exposed wall surface area by approximately 50% to reduce long-term maintenance costs

Innovations/Enhancements (RFP 6.4.3)

Our Team has developed and incorporated several innovative ideas and enhancements into the design and planned construction methods for RIDOT's benefit. These concepts are summarized below, and further described in *Section 4—Technical Approach*.

ATC 1 **Traffic Improvements During Construction**

ATC 1A: Modified Temporary On-Ramp to Avoid Detouring Taunton Avenue Traffic

- » Eliminate long-term closure of the Taunton Avenue On-Ramp
- » Build the new Waterfront Drive Bridge offline to eliminate the longitudinal phase joint and streamline project phasing

ATC 1B: Streamlined Staging

- » Sequence design/permitting and construction in a manner that provides adequate CRMC permit review time to minimize risk of third-party delays impacting the overall project schedule
- » Return shifted lanes to existing locations in advance of the new toll gantry in our final four stages, minimizing third-party delays and RIDOT costs to the tolling vendor
- » Provide the new Waterfront Drive Exit earlier in the project to provide continuous access to the East Side of Providence via Henderson Bridge when the Gano Street Ramp needs to be closed

ATC 1C: Revised Detours to Better Coincide With Henderson Bridge Staging

- » Proactively conduct capacity analysis to determine if potential capacity issues exist and see if there are opportunities for coordination to improve operations over existing conditions
- » Utilize our inventoried signalized intersections along the key detour corridors to further improve coordination between the two projects
- » Capitalize on seamless coordination with Barletta and Aetna Bridge teamed already on the adjacent Henderson Bridge rehabilitation

Regional Traffic Simulation Model

- » Mitigate traffic friction points with VHB-developed regional model
- » Quantify delays and queues to make real-time adjustments to better respond to impacts from adjacent construction projects and ongoing traffic volume fluctuations
- » Synchronize traffic flow and detours for the Washington Bridge project with the other "Big Three" projects in the area—Route 6/10, Providence Viaduct, and Henderson Bridge

Team Structure (RFP 6.4.4)

The Barletta/Aetna I-195 Washington Bridge North Phase 2 JV will serve as the legal DB entity contracting with RIDOT. The relationships of the JV are focused around an Executive Committee comprised of members of both JV firms—who also have Joint and Several Liability for the Project—and a representative from VHB, the lead design firm. Below we have summarized the major components of the project and which firm will be responsible for each.

Barletta/Aetna Bridge JV	
Barletta Heavy Division, Inc. <i>(Corporation, privately-owned)</i> <i>(JV Lead, 65% Equity)</i>	Aetna Bridge Company <i>(Corporation, privately-owned)</i> <i>(JV Member, 35% Equity)</i>
Project management, construction management, construction QC, safety, schedule adherence, project controls, civil/utility/site, roadway, subgrade and grading	Construction QC, safety, schedule adherence, project controls, civil/utility/site, precast concrete and structural steel, concrete repair
VHB	
Design management, quality, structures, civil/highway, traffic, environmental, landscape architecture	
Commonwealth Engineers	Creative Environment
Structural/bridge design	Lighting
RVA (DBE)	GZA
Public outreach	Geotechnical
Bryant (DBE) & Welch (DBE)	Applied Bio-Systems (DBE)
Survey, utilities	SWPPP monitoring, soil evaluations, wetland delineation

Our Team knows that accountability is one of RIDOT's core values. Accountability means that projects are delivered on time and on budget. It is why our approach is underpinned by three goals—minimize risk, minimize impacts, and maximize value. We commit to serving as extensions of your staff in everything we do: how we think, how we approach the project, how we mitigate risk. Our Team is ready to get started, and we appreciate the opportunity to continue to serve as your trusted advisor.



ATC Summaries

The Barletta/Aetna Team has incorporated the following approved ATCs into our design. Please see the following pages for an overview of each ATC and benefits to the Washington Bridge Project.

Barletta-Aetna Team ATCs

Approved ATC	Benefit to Washington Bridge Project
ATC 1 Traffic Improvements During Construction	Traffic improvements, including a temporary Taunton Avenue On-Ramp, streamlined staging, and revised detours to better coincide with Henderson Bridge staging.
ATC 2 Waterfront Drive Modifications to Avoid Utilities	Waterfront Drive reconfiguration, including a new Waterfront Drive off-ramp with an adjusted horizontal and vertical alignment.
ATC 3 Waterfront Drive Ramp Bridge Modifications	Waterfront Drive Bridge Modifications allowing construction in a single phase with a minimized footprint.
ATC 4 Gano Street On-Ramp to I-195 Option 1	Reconfigured Gano Street On-Ramp to I-195 WB, including minimal utility relocations, reduced structure, and improved traffic operations and safety.
ATC 8 Washington Bridge Spans 1–4 Modifications	Modified Washington Bridge Spans 1–4 Widening, eliminating fracture-critical tie-down and minimizing in-water impacts.
ATC 9 Washington Bridge Joint Repair	Washington Bridge Joint Repair, including use of link slabs Emseal Bridge Expansion Joint System (BEJS).

ATCs that have been removed, include:

- » ATC 5: Gano Street On-Ramp to I-195 Option 2 (Withdrawn after Initial ATC Feedback)
- » ATC 6: Gano Street On-Ramp to I-195 Option 3 (Withdrawn after Initial ATC Feedback)
- » ATC 7: Washington Bridge Pier Structural Improvements (Withdrawn for ATC 8)
- » ATC 10: Gano Street On-Ramp to I-195 Option 4 (Withdrawn for ATC 4)

The State letter granting final approval is provided at the end of this section on page ATC-10.

ATC 1

Traffic Improvements During Construction

ATC 1 includes the following temporary traffic improvements during construction:

1A: Temporary Taunton Avenue On-Ramp

While the BTC proposed to close the Taunton Avenue on-ramp for an extended several-month duration, this ATC proposes to keep it open with the construction of a temporary Taunton Avenue On-Ramp/Veterans Memorial Parkway On-Ramp, using just a brief closure to adjust and connect grading. This ATC also allows for the new Ramp Bridge over Waterfront Drive to be constructed in a single-phase using U-back return walls.

Benefits

- ✓ Mitigates the Taunton Avenue closure, eliminating the anticipated backups directly in front of City Hall and local businesses along the Route 44 corridor. By eliminating the need for a long-term closure, it is estimated that approximately \$500k in user delay costs will be saved over the duration based on the BTC schedule.
- ✓ The Taunton Avenue closure is reduced from 359 to 59 Calendar days—a reduction of 300 Calendar days. Further, it removes the construction of the new bridge over the Waterfront Drive Off-Ramp from the critical path, providing added overall schedule flexibility.

1B: Revised Construction Staging

The staging in the BTC calls to close the Gano Street Off-Ramp in the early stages while working on the bridge form north to south. This ATC revises the staging from the BTC to work from south to north of the bridge to keep Gano Street open at the beginning of the project. Construction of the new Waterfront Drive in advance of closing the Gano Street Off-Ramp will provide continued access to the East Side of Providence via Henderson Bridge.

Benefits

- ✓ Keeps Gano Street open until the construction of the new Waterfront Drive is complete, providing continued access to the East Side of Providence via Henderson Bridge.
- ✓ Removes the closure of the Gano Street Off-Ramp from the critical path, providing added overall schedule flexibility.

1C: Revised Detours

Detour routes are revised to provide more efficient operations in coordination with Henderson Bridge detours.

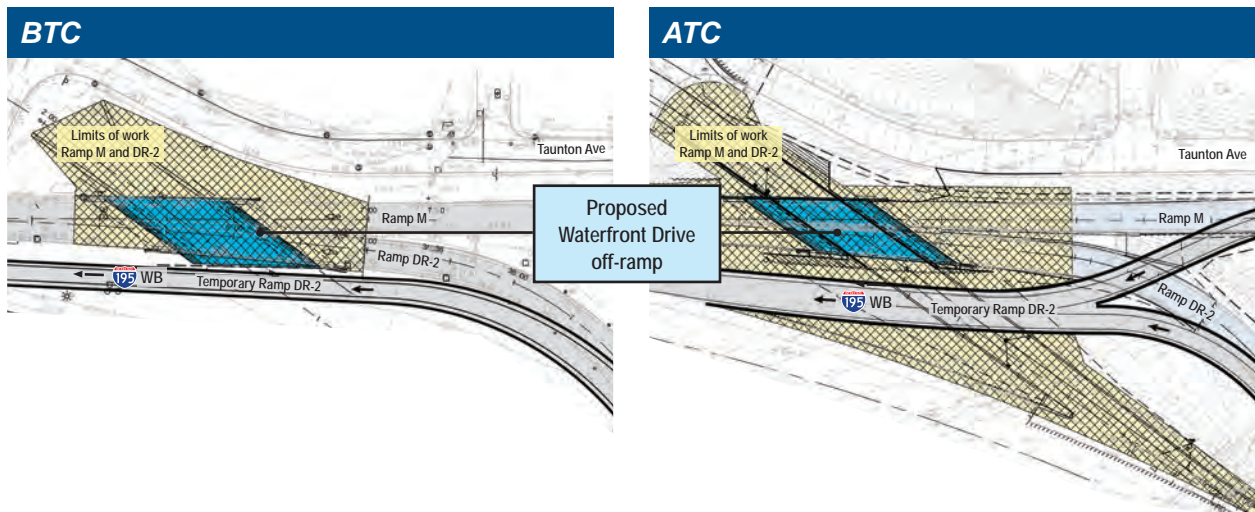
Benefits

- ✓ Provides better sequencing and avoids overlapping detours between the Washington Bridge and Henderson Bridge projects.

Response to Comments

Final ATC 1 Feedback	Response to Feedback
<p>VISSIM models provided with this ATC were reviewed and found to be able to process approximately 5,900 vehicles per hour (vph) over the Washington Bridge during construction, with long queues observed on Taunton Avenue and Veterans Memorial Parkway on-ramps compared with approximately 6,900 vph under BTC construction stages. The reduced vehicle volume crossing the Washington Bridge may be due to vehicles not being able to enter the system as a result of congestion on the Taunton Avenue and Veterans Memorial Parkway ramps, as well as vehicles on the I 195 WB mainline diffusing when they cannot complete lane changes. The ATC is being conditionally approved provided revised traffic models and staging plans are submitted with the Final Proposal, showing operations equivalent to or better than BTC conditions. The Final Proposal shall include a summary of traffic volumes and queues entering I-195 westbound via the Pawtucket Avenue, Broadway, and Taunton Avenue/Veterans Memorial Parkway/Warren Avenue on-ramps as well as traffic volumes able to be processed across the Washington Bridge under each construction phase.</p>	<p>We have run traffic analysis for all stages in the BTC and ATC and provided a comparison of traffic volumes processed by stage. We used the existing conditions VISSIM model provided by RIDOT as a baseline for both the BTC and ATC construction stages. The traffic volumes processed in the ATC stages are comparable to the respective BTC stages (i.e., BTC Stage 1 is the same as ATC Stage 5).</p> <p>We also have provided a summary of traffic volumes and queues entering I-195 westbound via the Pawtucket Avenue, Broadway, and Taunton Avenue/Veterans Memorial Parkway/Warren Avenue on-ramps.</p>
<p>Additionally, it appears that the temporary barrier locations for the revised construction staging may not provide access to all girder lines for jacking and repair operations. The DB Team is encouraged to verify that all work required by this RFP is viable under the proposed construction staging. Any revisions needed to staging and associated additional costs will be the responsibility of the DB Team.</p>	<p>We have slightly modified the overall construction staging to accelerate Gano Street Off-Ramp rehabilitation and realigned the attenuator at this ramp in Phase 1A to assist in providing the work zones needed for jacking and repair modifications. This overall staging modification still maintains the overall goal of this ATC to open Waterfront Drive early to provide earlier access to East Providence and Providence's East Side.</p>

Waterfront Drive Bridge will be constructed in a single phase, while keeping all ramp traffic open.



ATC 2

Waterfront Drive Modifications to Avoid Utilities

ATC 2 reconfigures Waterfront Drive and the new Waterfront Drive off-ramp with an adjusted horizontal and vertical alignment, minimizing risk to RIDOT and schedule while saving RIDOT significant Force Account costs of Valley Street utility relocations beneath the new off-ramp. Additionally, the modified ramp geometry improves intersection safety by providing a channelized right turn movement at the proposed intersection.

We have adjusted the width of the ramp from our Final ATC to provide 28 feet as requested to allow for future expansion to two lanes.

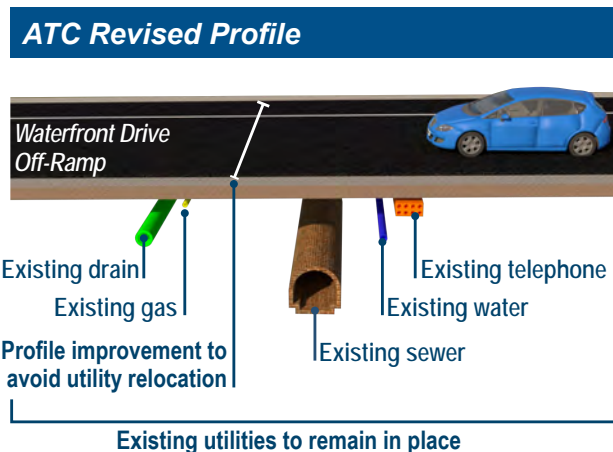
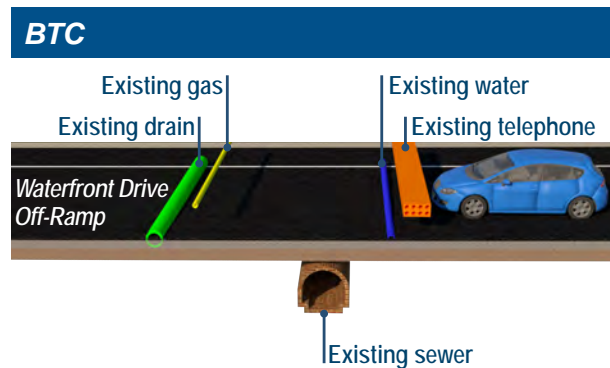
Benefits

- ✓ Improves intersection safety by providing a channelized right turn movement at the proposed intersection.
- ✓ Eliminates the need for buried utility relocation work, reducing the overall utility work from an estimated 168 workdays to 130 workdays for the remaining work.
- ✓ Saves significant Force Account costs. Utilities avoided include drainage, gas, sewer, water, and telephone.

Response to Comments

Final ATC 2 Feedback	Response to Feedback
The BTC provides a ramp width from 28 feet to allow for the potential future widening to provide 2 travel lanes if needed without requiring a new bridge structure. This ATC is being conditionally approved provided the final ramp width is a minimum of 26 feet.	We have provided 28 feet between barriers in our proposed plans.

ATC 2 includes roadway profile enhancements to the Waterfront Drive Off-Ramp, eliminating the need to relocate these utilities.



ATC 3

Waterfront Drive Ramp Bridge Modifications

ATC 3 proposes MSE Walls to support a new stub abutment supported span over the new Waterfront Drive off-ramp. By temporarily realigning the existing Taunton Avenue and Veterans Memorial Parkway on-ramps in this area as described by ATC 1, we will be able to open a work zone using SOE to allow for installation of permanent MSE retaining walls and the new simple span bridge in a single phase, eliminating the need for longitudinal construction joints and simplifies the superstructure framing.

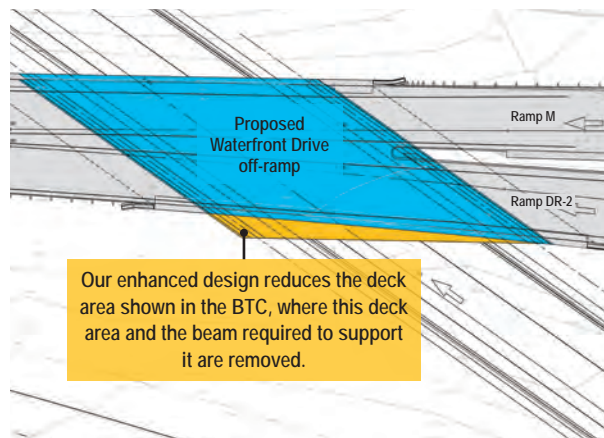
Benefits

- ✓ In conjunction with ATC 1, the new bridge will be constructed in a single phase, off the project’s critical path, reducing construction duration from 486 to 184 Calendar days. This allows this new ramp to be opened prior to the restriction/closure of the Gano Street Off-Ramp.
- ✓ Reduced structural footprint of the new bridge superstructure, eliminating a beam line and deck.

Response to Comments

Final ATC 3 Feedback	Response to Feedback
Approved—no feedback	

ATC 3 allows the new Waterfront Drive bridge and approach walls to be constructed in a single phase as well as reduces the new bridge superstructure footprint.



ATC 4

Gano Street On-Ramp to I-195 Option 1

ATC 4 realigns Gano Street, the bikeway, and the new Gano Street On-Ramp to reduce initial construction and long-term maintenance costs to RIDOT, while still maintaining the sufficient acceleration and gap acceptance length and providing an increased design speed of 40 mph, achieving the required goals of the INFRA Grant. Gano Street will be relocated to pass under Washington Bridge Span 3 to tie into existing India Street to the south, while the bikeway is realigned to follow along the river. Utility relocation is minimal and utility access is maintained under the new Gano Street On-Ramp Bridge to I-195.

This ATC significantly improves traffic conditions on Gano Street. The existing Gano Street off-ramp signal is maintained and retrofitted to add bike/pedestrian accommodations. This ATC improves the access from the heavier volume Gano Street Southbound to I-195 via a right turn rather than the BTC's left turn to improve safety and provide easier access to the higher volume of users. The 900+ passenger cars will make a right turn onto the relocated on-ramp like they do today. The level of service at the ramps will go from a projected LOS E/F to a LOS A/B while offering fewer conflicts between pedestrians and vehicles and reducing the risk for broadside crashes.

The relocated Gano Street on-ramp also provides the opportunity to straighten the alignment of the on-ramp to provide an increase in design speed from 25 MPH to 40 MPH. The improved geometry allows for the removal of the S-curve on the BTC on-ramp and the substandard lane shift on I-195 Westbound while maintaining sufficient acceleration length and gap acceptance length for the merge of the on-ramp and I-195 Westbound.

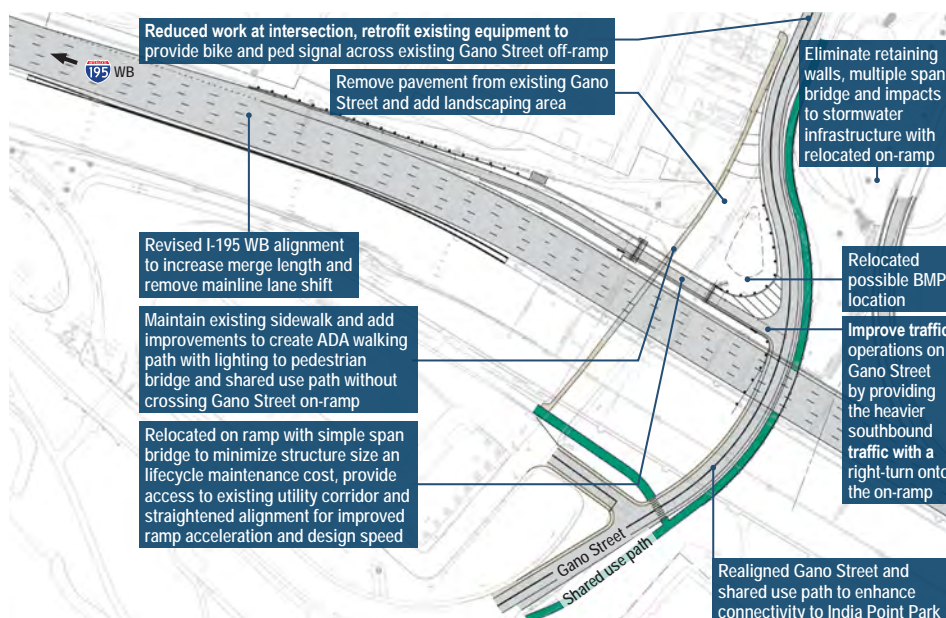
Benefits

- ✓ **Improve traffic operations at Gano Street by providing the heavier southbound traffic with a right turn on the new on-ramp.**
- ✓ **Reduces initial costs and long-term maintenance costs for the new on-ramp, while still meeting the traffic safety improvements of the INFRA Grant.**
- ✓ **Simple span precast concrete arch units are simpler to erect than the BTC's three-span curved girder framing.**
- ✓ **Avoids relocation of the existing utility pole between the existing off-ramp and new on-ramp, eliminating the potential for third party impact at this location.**
- ✓ **Fewer vehicles queued up at the traffic light at Gano Street results in reduced greenhouse gas emissions, an environmental improvement from the BTC.**
- ✓ **Keeping the bikeway along the river rather than beneath an overhead bridge provides a more rider-friendly experience with a more natural view-scape and reduced noise level than the final condition in the BTC.**
- ✓ **The relocation of the on-ramp away from the existing off-ramp maintains today's bikeway crossing, improving bicycle and pedestrian safety by decreasing the BTC's crossing length.**
- ✓ **Avoids construction of a bridge pier over the NBC Tunnel Overflow and potential conflict with pile driving activities.**

Response to Comments

Final ATC 4 Feedback	Response to Feedback
Consideration should be given to minimizing the span length of the proposed bridge to the maximum extent practicable, while maintaining pedestrian access and minimizing required utility relocations.	The proposed span length and bridge type has been modified to an approximately 42' precast concrete arch span to further reduce RIDOT's initial and long-term infrastructure maintenance costs. Pedestrian access is maintained.
A profile for the relocated shared use path was not provided. Gano Street has a proposed maximum grade of 5.76%. The maximum profile grade for the shared-use path should be 5% or less. If possible, the shared use path should have a different profile along the new Gano Street section.	The maximum grade of the shared-use path is 5% or less and the shared-use path profile differs from the Gano Street profile (slightly lower where under Washington Bridge).
Strongly suggest to include truck aprons to reduce operating speeds and to reduce the possibility of the intersection becoming a 2-lane entry from Gano St.	Truck aprons have been added.
Cross walk should be considered at Wickenden St. similar to ATC 10.	Connectivity to the bikepath is provided via signalized crosswalks at the Gano Street and Trenton Street intersection, in which sidewalk connectivity along the west side of Gano Street is maintained to India Point Park. Introducing a mid-block crosswalk is not desirable at this location due to the close proximity to the traffic signal.
Upgrades to ped/bike signals at Trenton Street (APS, LPI, NTOR) shall still be provided through coordination with RIDOT and the City of Providence.	Pedestrian accommodations will be added as a retrofit to the existing signal equipment.
Overall, this ATC is considered preferable to ATC 10.	Thank you for your feedback. ATC 10 has been withdrawn.

ATC 4 realigns Gano Street, the bikeway, and the new Gano Street On-Ramp to reduce initial construction and long-term maintenance costs to RIDOT



ATC 8

Washington Bridge Spans 1–4 Modifications

ATC 8 modifies the Washington Bridge widening, using a new steel beam-supported deck in spans 1–3 and extending the existing deck overhang in span 4 to provide the minimum 68 feet required between barriers. The existing beam in span 4 will be load rated to ensure HL-93 capacity is provided. Additionally, the new beam line in spans 1–3 will be oriented with shiplap joints at the existing expansion joints. At link slab retrofitted fixed joints, the beam will be continuous. A new column will be provided in span 1 to support this new widened framing and existing piers 1–3 will be retrofitted to support this new beam line. Due to the removal of the existing arch loading to the substructure, this configuration will lighten the overall loads to the substructure and eliminates the need for supplementing piles at existing supports. This ATC avoids in-water work, making this project more easily permissible. Also, there is a slight

reduction in impervious area from this ATC's reduced widening that will slightly decrease the amount of associated stormwater treatment required.

This ATC eliminates the fracture-critical tie-down in the BTC's span 4 and reduces the overall deck, superstructure, and substructure initial and life-cycle future infrastructure costs for the Washington Bridge.

This ATC uses high-capacity drilled micropiles for the new column 1A to mitigate noise and vibration impacts.

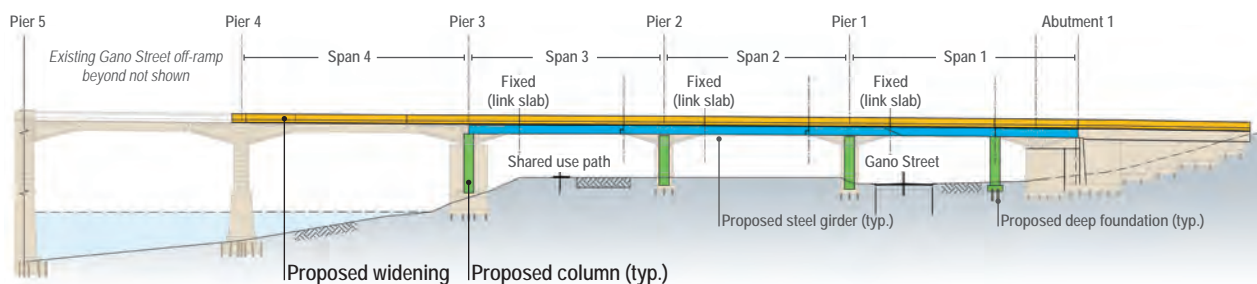
Benefits

- ✓ **Avoids in-water work, minimizing impacts to the Seekonk River.**
- ✓ **Eliminates supplementing existing piles at existing piers.**
- ✓ **Eliminates the BTC's fracture-critical tie-down, providing a more durable support.**

Response to Comments

Final ATC 8 Feedback	Response to Feedback
Approved—no feedback	

ATC 8 includes a new steel beam-supported deck in spans 1-3 and extending the existing deck overhang in span 4 to provide the minimum 68 feet required between barriers.



ATC 9

Washington Bridge Joint Repair

ATC 9 proposes link slabs at existing fixed joints on Washington Bridge. Link slabs at fixed joints will improve the structure’s long-term durability while not complicating the existing stresses in the prestressed and post-tensioned beams.

Additionally, at expansion joints for all bridges, we propose Emseal Bridge Expansion Joint System (BEJS) with Emcrete elastomeric concrete header for plow-resistance. This system has been approved on multiple recent RIDOT projects and is easy to install in phases, which this project requires.

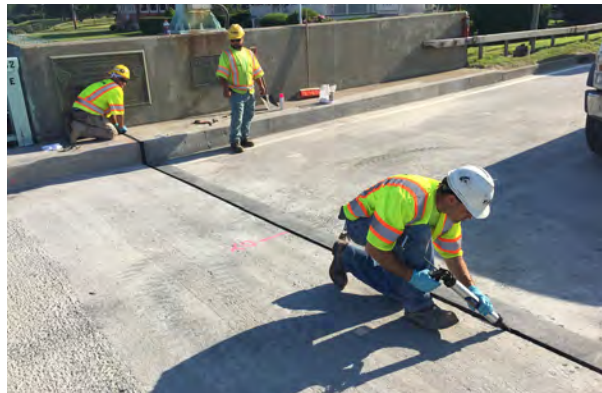
Benefits

- ✓ **Simplifies expansion joint installation on Washington Bridge and provides alternative expansion joints on all bridges on this project.**
- ✓ **Provides link slabs to eliminate all fixed joints on Washington Bridge to improve durability and reduce initial and life-cycle future infrastructure costs.**

Response to Comments

Final ATC 9 Feedback	Response to Feedback
Emseal joints are preferred over asphaltic plug joints	Emseal joints are provided at all new bridge expansion joints

Aetna Bridge successfully installed link slabs in phases and Emseal BEJS on the Newport Pell Bridge.





Department of Transportation
Two Capitol Hill
Providence, RI 02903

Office 401-222-2450
Fax 401-222-3905

June 1, 2021

Mr. Michael M. Foley
Barletta-Aetna I-195 Washington Bridge North Phase 2 JV
40 Shawmut Rd, Suite 200
Canton, MA 02021

Re: Project No. 7611889 - (CONFIDENTIAL) Final Alternative Technical Concept Submission Determination

Dear Mr. Foley,

The State of Rhode Island Department of Transportation (RIDOT) has reviewed your Final Alternative Technical Concept (ATC) Submissions for the subject project and has offered the comments attached, based on the four (4) possible determinations as stated in Part 1, Section 3.10 of the RFP documents.

Written approval of an ATC and subsequent acceptance by the DB team will constitute a change in the specific requirements of the Contract, if the Proposer chooses to implement the ATC and if the Proposer should be awarded the Contract. During design development, should the Contractor be unable to obtain required approvals from third parties (such as an environmental agency) for any ATC incorporated into the Contract, or if implementation of the ATC otherwise proves to be infeasible, the Contractor will be required to conform to the original BTC requirements, and the State will not grant the Contractor any additional Contract time in which to complete the Project, nor will the State increase the Contract compensation, regardless of when the ATC's implementation proved to be infeasible. RIDOT will also not grant the Contractor any additional Contract time in which to complete the Project, nor will the State increase the Contract compensation for any changes that become necessary to other elements of the project as a result of the implementation of an ATC.

RIDOT's stated comments and/or requests for specified information on the submitted ATCs are for informational purposes only and are not intended in any way as engineering advice or services and are not intended as an express or implied warranty of any kind. RIDOT's comments provided shall not be construed as relieving the Bidder from compliance with the terms and conditions of RFP and/or the contract and the Bidder remains responsible for the design and construction of the Project in accordance with the terms and conditions of the contract including any final approved ATCs. RIDOT reserves all its rights and does not waive the same.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Anthony M. Pompei', is written over a light blue horizontal line.

Anthony M. Pompei, PE, PMP
Project Manager II
Division of Project Management
Rhode Island Department of Transportation

Attachment
cc: DOT: Sammartino, Vadenais; DOA: Hill

Barletta-Aetna Team ATC Approval Letter

Final ATC Review

DB Team: Barletta - Aetna
 Designer(s): VHB

ATC No.	Description	*Initial ATC Evaluation	Final ATC Evaluation	Final ATC Feedback (Required only for "3" or "4")
ATC 1	Traffic Improvements During Construction	4	3	VISSIM models provided with this ATC were reviewed and found to be able to process approximately 5,900 vehicles per hour (vph) over the Washington Bridge during construction, with long queues observed on Taunton Avenue and Veterans Memorial Parkway on-ramps compared with approximately 6,900 vph under BTC construction stages. The reduced vehicle volume crossing the Washington Bridge may be due to vehicles not being able to enter the system as a result of congestion on the Taunton Avenue and Veterans Memorial Parkway ramps, as well as vehicles on the I-195 WB mainline diffusing when they cannot complete lane changes. The ATC is being conditionally approved provided revised traffic models and staging plans are submitted with the Final Proposal, showing operations equivalent to or better than BTC conditions. The Final Proposal shall include a summary of traffic volumes and queues entering I-195 westbound via the Pawtucket Avenue, Broadway, and Taunton Avenue/Veterans Memorial Parkway/Warren Avenue on-ramps as well as traffic volumes able to be processed across the Washington Bridge under each construction phase. Additionally, it appears that the temporary barrier locations for the revised construction staging may not provide access to all girder lines for jacking and repair operations. The DB Team is encouraged to verify that all work required by this RFP is viable under the proposed construction staging. Any revisions needed to staging and associated additional costs will be the responsibility of the DB Team.
ATC 2	Waterfront Drive Modifications to Avoid Utilities	4	3	The BTC provides a ramp width from 28 feet to allow for the potential future widening to provide 2 travel lanes if needed without requiring a new bridge structure. This ATC is being conditionally approved provided the final ramp width is a minimum of 26 feet.
ATC 3	Waterfront Drive Ramp Bridge Modifications	1	2	
ATC 4	Gano Street On-Ramp to I-195 Option 1	4	3	Consideration should be given to minimizing the span length of the proposed bridge to the maximum extent practicable, while maintaining pedestrian access and minimizing required utility relocations. A profile for the relocated shared use path was not provided. Gano Street has a proposed maximum grade of 5.76%. The maximum profile grade for the shared-use path should be 5% or less. If possible, the shared use path should have a different profile along the new Gano Street section. Strongly suggest to include truck aprons to reduce operating speeds and to reduce the possibility of the intersection becoming a 2-lane entry from Gano St. Cross walk should be considered at Wickenden St. similar to ATC 10. Upgrades to ped/bike signals at Trenton Street (APS, LPI, NTOR) shall still be provided through coordination with RIDOT and the City of Providence. Overall, this ATC is considered preferable to ATC 10.
ATC 5	Gano Street On-Ramp to I-195 Option 2	4	N/A	ATC Withdrawn
ATC 6	Gano Street On-Ramp to I-195 Option 3	4	N/A	ATC Withdrawn
ATC 7	Washington Bridge Pier Structural Improvements	1	2	
ATC 8	Washington Bridge Span 1-4 Modifications	4	2	
ATC 9	Washington Bridge Joint Repair	4	3	Emseal joints are preferred over asphaltic plug joints
ATC 10	Gano Street On-Ramp to I-195 Option 4	NA	3	RIDOT will have to account for the added risk of the unknown costs associated with the potentially required utility relocations during its review of the final proposal. Overall reduced pedestrian access on the west side of Gano Street is not preferable. A profile for the relocated shared use path was not provided. Gano Street has a proposed maximum grade of 5.76%. The maximum profile grade for the shared-use path should be 5% or less. If possible, the shared use path should have a different profile along the new Gano Street section. Strongly suggest to include truck aprons to reduce operating speeds and to reduce the possibility of the intersection becoming a 2-lane entry from Gano St. Upgrades to ped/bike signals at Trenton Street (APS, LPI, NTOR) shall still be provided through coordination with RIDOT and the City of Providence. Additional pedestrian safety features such as RRFBs, high visibility crosswalk markings, adequate nighttime lighting levels, in-street pedestrian signage, and advanced warning signage are required.

***Initial ATC Evaluation Options**

- The ATC is approved on a provisional basis, subject to the Proposer's further refinement of the
- 1. ATC in accordance with stated comments from the Group, and subject to the Proposer's submission of supporting calculations regarding the ATC and any refinements of it.
- 2. The ATC is rejected (an explanation of the rejection will be provided with such notice).
- 3. The Group requires additional discussion of the ATC at an additional meeting.
- The State reserves its judgment, pending its receipt from the Proposer of certain specified information that must be included in the Proposer's final submission to the State regarding the
- 4. subject ATC.

Final ATC Evaluation Options

- 1. The change proposed is already included in the BTC
- 2. The ATC is approved
- 3. The ATC is approved with conditions
- The ATC is rejected, in which case a summary explanation of its rejection will be
- 4. provided with notice of the same

DESIGN-BUILD SERVICES FOR
BRIDGE GROUP 57T-10

I-195

WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI

2 Relevant Firm Experience and References

2. Relevant Firm Experience and References



In 1968, Aetna Bridge Company led the original \$7.9M contract for the construction of Rhode Island's Washington Bridge No. 700. Their work was featured in the March 1968 edition of New England Construction Magazine.





Relevant Firm Experience and References

The Barletta/Aetna Bridge Team combines successful bridge design and construction experience, an understanding of the DB process, established local presence, and a proven track record of delivering complex projects on time and on budget. We will leverage our team's collective experience and successes to **minimize risks**, **minimize impacts**, and **maximize value**.

Maximize Value: Bringing Lessons Learned from Proven Experience

- » Proven history of delivering complex DB projects on time and on budget—**Barletta, Aetna Bridge, and VHB, in various combinations, have delivered nine DB projects together over the last 14 years worth more than \$950M**
- » Experience with design and construction for the Washington Bridge and surrounding project site from every angle—we **know the public, travel patterns, and limitations that enable us to develop implementable solutions**
- » Collectively involved in all of RIDOT's major surrounding infrastructure improvement projects—Henderson Bridge, 6/10 Reconstruction, Viaduct NB, and RhodeWorks Tolling—we **can carefully coordinate construction schedules and synchronize traffic patterns with adjacent projects**
- » Successful track record of designing and constructing with accelerated bridge construction (ABC) techniques and materials to **minimize schedule and amount of lane/asset closures whenever possible**

The Barletta/Aetna Bridge Team



Barletta Heavy Division (Barletta) specializes in heavy highway and complex bridge construction.

Headquartered in Canton, Barletta offers the resources of more than 125 professional staff and hundreds of trades people. Barletta is proud of its successful track record completing some of the most complex and technically challenging DB projects throughout Rhode Island and Massachusetts.

- » Lead construction firm for eight DB projects, worth over \$950M, including RIDOT's Route 6/10 Interchange and Pawtucket Station DBs and award-winning MassDOT Route 79/I-195 Interchange and Braga Bridge DB Mega Project
- » Leading construction of RIDOT's Henderson Bridge Project, designed by VHB
- » 14 projects using ABC techniques
- » Prequalified by MassDOT, NHDOT, and MBTA in Marine Construction
- » 15 years of experience for RIDOT dating back to the Sakonnet Bridge Repair project



Aetna Bridge Company

(Aetna Bridge) has successfully completed more than 1,200 bridge and highway projects, becoming one of the most relied-upon and accomplished bridge construction companies in the region.

- » In the last 10 years alone, successfully completed over 40 important RIDOT bridge projects worth over \$125M
- » Contractor for the original Washington Bridge No. 700 construction in 1968
- » DB projects for RIDOT include the Route 6/10 Interchange, Wood River Valley Bridge Rehabilitation, Louisquissett Pike Bridge Reconstruction, and Replacement of I-295 Bridges in Johnston
- » RhodeWorks Toll Facilities DB team member, providing a direct connection to coordinate between projects
- » ABC experience for RIDOT includes Frenchtown Brook Bridge and Warren Ramp Bridge—both used prefabricated bridge components and were completed ahead of schedule and on budget



VHB has been a trusted advisor, consultant, and partner to RIDOT

for over 30 years, delivering under repeat on-call contracts for structural, highway, traffic, and environmental services as well as some of RIDOT's most high-profile infrastructure improvement projects.

- » 35+ DB projects across the east coast as designer or owner's representative
- » For RIDOT, Lead Designer for the Wood River Valley Bridge Rehabilitation and Louisquissett Pike Bridge Reconstruction Projects and owner's representative for the \$210M Viaduct NB Reconstruction project



Minimize Impacts: Unparalleled Knowledge of Rhode Island Traffic

VHB has developed detailed simulation models for the east-west traffic along I-195 and the Henderson Bridge/Expressway as well as local arterial traffic in Providence and East Providence. Using these proven models, VHB will develop the design and traffic control plans to minimize traffic disruption.

Figure 2-1: Working Together to Deliver DB



Maximize Value: Barletta/Aetna Bridge/VHB DB Experience

Our Team has been working together, in various combinations, to successfully deliver DBs since 2007, resulting in an effective DB approach built on collaboration and seamless design and construction integration.



9 DB projects | 14 years | >\$950M

Figure 2-2: Design Subconsultants. VHB is supported with a team of design subconsultants specifically chosen for their relevant experience as shown below.

Firm	Role	Qualifications Summary
Applied Bio-Systems, Inc. (WBE/DBE)	SWPPP monitoring, soil evaluations, wetland delineation	<ul style="list-style-type: none"> » Providing environmental services for the RIDOT Route 37 Bridge Replacement and Rehabilitation project » 35+ years of experience providing environmental consulting and permitting services
Bryant Associates, Inc. (MBE/DBE)	Survey, utilities	<ul style="list-style-type: none"> » Completed 70+ RIDOT projects over 20 years » Worked with Aetna Bridge and VHB to provide survey services for the RIDOT Wood River Valley Bridge DB
Commonwealth Engineers & Consultants, Inc.	Structural/bridge design	<ul style="list-style-type: none"> » 30+ years working with RIDOT on bridge preservations, rehabilitations, repairs, replacements » Part of the RIDOT Route 6/10 Interchange DB Team
Creative Environment Corp.	Lighting	<ul style="list-style-type: none"> » 45 years of delivering MEP/FP engineering and design services » Provided services for the Replacement of Pine Street Bridge No. 548 in Pawtucket
GZA GeoEnvironmental, Inc.	Geotechnical	<ul style="list-style-type: none"> » Provided geotechnical consulting/design for the RIDOT Washington Bridge No. 200 Reconstruction » 50-year track record of underground engineering excellence, providing services for bridges & highways
Regina Villa Associates, Inc. (WBE/DBE)	Public outreach	<ul style="list-style-type: none"> » Developed/implemented 200+ public involvement and public relations strategies for clients including RIDOT » Assisting with public outreach support for the Route 6/10 Interchange Reconstruction project
Welch Associates Land Surveyors, Inc. (WBE/DBE)	Survey, utilities	<ul style="list-style-type: none"> » Completed existing conditions surveys for bridge replacement/rehabilitation projects, many of which for RIDOT » Performed an existing conditions survey of the Dean Street Bridge No. 776 in Providence

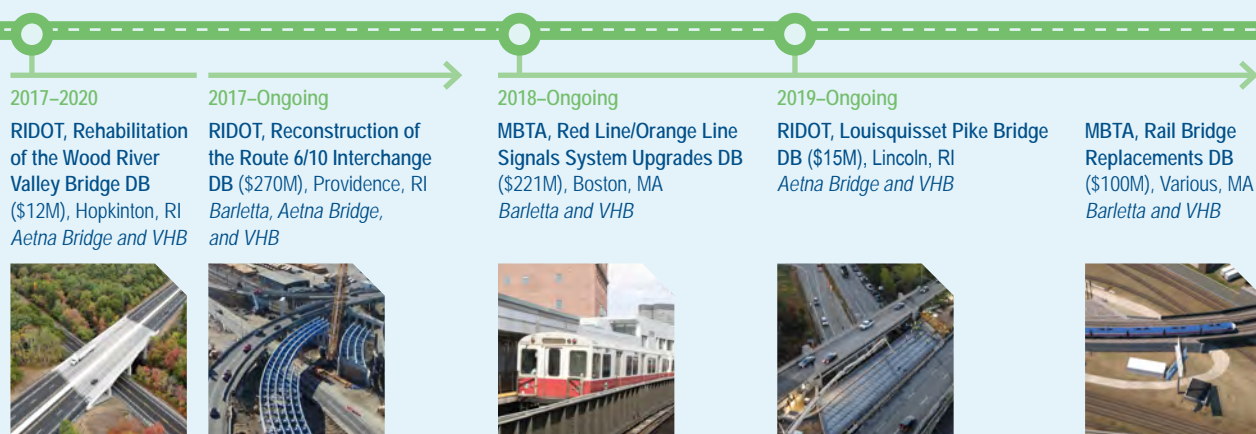



Figure 2-3: Bringing Over 50 Years of Valuable Knowledge of the Site



- 1 Washington Bridge No. 700 Original Construction, 1968 (Aetna Bridge)
- 2 Washington Bridge No. 700 Rehabilitation, Joint Replacement and Repairs, 1995 (VHB) | 1996-1999 (Aetna Bridge)
- 3 Washington Bridge No. 700 Rehabilitation, Bridge Joint Repairs and Column/Diaphragm Replacement, 2001–2002 (Aetna Bridge)
- 4 Washington Bridge No. 200 Reconstruction, 2003–2009 (VHB and GZA)
- 5 Taunton Avenue Ramp Bridge Replacement, 2003–2005 (VHB)
- 6 East Providence Waterfront Development Plan, 2005 (VHB)
- 7 George Redman Linear Park & Pedestrian Bridge, 2012–2015 (VHB)
- 8 Warren Avenue Ramp Bridge Replacement, 2012–2015 (VHB, Part of Pedestrian Bridge Project)
- 9 Blackstone River Bikeway Segment 1A, 2013-2017 (VHB)
- 10 Warren Avenue Ramp Bridge 465 Replacement Project, 2014 (Aetna Bridge)
- 11 East Bay Bike Path Extension to Washington Bridge Linear Park, 2015 (VHB)
- 12 Bikeway At-Grade Crossings Enhancements, 2018–2019 (VHB)
- 13 Waterfront Drive Corridor Land Use Build-Out and Traffic Generation Forecast, 2019 (VHB)
- 14 RhodeWorks Toll Facilities: Design, Build, Operate & Maintain (Toll Zone 10), Ongoing (Aetna Bridge)

 **Maximize Value: 50+ Years of Site Experience**

An added benefit of our team is the understanding we have gained through various projects on the bridge itself and throughout the project site—dating back to the original bridge construction performed by Aetna Bridge. We will use our knowledge of the structure, ramps, roadways, traffic patterns, and riverfront, to develop a project design that minimizes impacts to traffic and environmental resources. Our deep institutional knowledge of the area will benefit RIDOT by streamlining schedule and minimizing risk or delays, delivering the project on time and on budget.

Figure 2-4: Relevant Project Experience Summary

The table below features a selection of directly relevant team projects, **highlighting project elements as required in the RFP**. Project descriptions for the 10 feature projects are provided on the following pages.

Client, Project <i>Location Schedule</i>		Value		PROJECT TEAM			RELEVANCE TO WASHINGTON BRIDGE DB									
				Barletta	Aetna Bridge	VHB	RFP REQUIREMENTS					ADDITIONAL RELEVANT PROJECT ELEMENTS				
							Design-Build Bridge & Highway	RIDOT Bridge & Highway	Accelerated Bridge Construction	Prefabricated Bridge Components	Complex Traffic Control/Phasing	Traffic Operations & ITS	Interchange Modifications	Environmental Controls & Approvals	Bridge over Water	Utility Coordination & Relocation
10 FEATURE PROJECTS	1	MassDOT, Route 79/I-195 Interchange and Braga Bridge DB <i>Fall River and Somerset, MA 2013–2016</i>	\$228M	●	●	●	✓		✓	✓	✓	✓	✓	✓	✓	Coast Guard, ACOE, MassDEP, FHWA
	2	MassDOT, Anderson Bridge Rehabilitation <i>Boston to Cambridge, MA 2015–2017</i>	\$25M	●					✓	✓	✓			✓	✓	FHWA, MassDEP
	3	MassDOT, Derek S. Hines Memorial Bridge DB Replacement <i>Amesbury, Newburyport, and Salisbury, MA 2010–2012</i>	\$34M	●		●	✓			✓	✓			✓	✓	Coast Guard, ACOE, MassDEP, FHWA
	4	MassDOT-Funded, Bill Delahunt Parkway DB <i>Weymouth, Rockland, and Hingham, MA 2011–2014</i>	\$35M	●		●	✓		✓	✓	✓	✓		✓	✓	Coast Guard, MassDEP, FHWA
	5	MassDOT, Add-A-Lane Contract V, Interstate 95 (Route 128) <i>Needham to Wellesley, MA 2014–2019</i>	\$186M	●		●			✓	✓	✓		✓		✓	MassDEP, FHWA
	6	RIDOT, I-295 Bridges 736, 737, and 757 Reconstruction DB <i>Johnston, RI 2018–2020</i>	\$35M		●	●	✓	✓			✓	✓	✓		✓	FHWA, RIDEM
	7	RIDOT, Henderson Bridge Reconstruction <i>Providence and East Providence, RI 2020 (Design)</i>	\$66M	●	●	●		✓			✓	✓	✓	✓	✓	Providence, East Providence, Coast Guard, CRMC, FHWA
	8	RIDOT, Replacement of Providence Viaduct Bridge No. 578 (Southbound) <i>Providence, RI 2008–2012</i>	\$67M			●		✓			✓	✓	✓	✓	✓	Providence, Coast Guard, CRMC, FHWA, Amtrak
	9	RIDOT, Washington Bridge 200 South and Pedestrian Bridge <i>Providence, RI 2003 (No. 200); 2012 (Ped Bridge)</i>	\$66M (Combined)			●		✓		✓	✓	✓	✓	✓	✓	Providence, East Providence, Coast Guard, CRMC, FHWA
	10	RIDOT, Pell Bridge Interchange Reconstruction <i>Newport, RI 2020 (Design)</i>	\$60M			●		✓			✓	✓	✓	✓	✓	RIDEM, FHWA
ADDITIONAL RELEVANT EXPERIENCE	11	RIDOT, Reconstruction of the Route 6/10 Interchange DB <i>Providence, RI 2018–Ongoing</i>	\$270M	●	●	●	✓	✓	✓	✓	✓	✓	✓		✓	Providence, RIDEM, FHWA, Amtrak
	12	MBTA, Rail Bridge Replacements DB <i>Various Locations, MA 2019–Ongoing</i>	\$100M	●		●	✓		✓	✓	✓			✓	✓	MassDEP
	13	MassDOT, Anderson Bridge Rehabilitation Project <i>Boston and Cambridge, MA 2012–2016</i>	\$25M	●					✓	✓	✓	✓		✓	✓	Coast Guard, ACOE, MassDEP, FHWA
	14	RIDOT, Louisquissett Pike Bridge DB <i>Lincoln, RI 2019-Ongoing</i>	\$15M		●	●	✓	✓	✓	✓	✓	✓	✓		✓	RIDEM, FHWA
	15	RIDOT, Rehabilitation of the Wood River Valley Bridge DB <i>Hopkinton, RI 2017–2020</i>	\$12M		●	●	✓	✓			✓	✓		✓	✓	RIDEM, FHWA
	16	RIDOT, Warren Ave Ramp Bridge Reconstruction <i>Providence, RI 2014–2015</i>	\$2.9M		●			✓	✓	✓	✓			✓	✓	Providence, East Providence, FHWA
	17	RIDOT, Replacement of Warren Bridge #124 <i>Warren, RI 2002–2006</i>	\$15M		●			✓	✓	✓	✓			✓	✓	FHWA, RIDEM
	18	U.S. Navy, Repairs to Gate One Bridge DB <i>Newport, RI 2015–2015</i>	\$500k		●		✓				✓			✓	✓	Coast Guard, FHWA
	19	RIDOT, Rehabilitation of Washington Bridge No. 700 <i>Providence and East Providence, RI 1995–1997</i>	\$13M		●	●		✓			✓	✓	✓	✓	✓	Providence, East Providence, Coast Guard, CRMC, FHWA, RIDEM
	20	RIDOT, Replacement of Union Avenue Bridge <i>Cranston and Providence, RI 2009–2011</i>	\$8M		●			✓			✓	✓	✓	✓	✓	Providence, FHWA, RIDEM

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1. Route 79/I-195 Interchange and Braga Bridge DB

Fall River and Somerset, Massachusetts

Client

MassDOT



Team Member(s)

Barletta, Aetna Bridge VHB, RVA

Reference

Amy Getchell, *Project Manager*
MassDOT, District 5
10 Park Plaza
Boston, MA 02116
857.368.9627
amy.getchell@state.ma.us

Year Complete

Design 2015
Construction 2016

Construction Value

\$228M



Awards

- » ACEC-MA Grand Conceptor Award, 2017 Engineering Excellence
- » ENR New England Regional 2017 Best Project, Highway/Bridges Category
- » DBIA New England Silver Award for Best Project 2017
- » APWA 2017 National Public Works Project of the Year (>\$75M)
- » 2016 National AGC Safety Excellence Award—Bridge Division (Braga Bridge)

The scope of this MassDOT DB mega-project consisted of the design and reconfiguration of the Route 79/I-195 Interchange and construction of structural repairs to the Braga Bridge, which carries I-195 over the Taunton River and Route 79. Work on the Interchange portion of the project included replacement of 11 structurally deficient bridges, including elimination of a complex bi-level viaduct separating the City's downtown community from the waterfront.

The rehabilitation of the 1.1-mile Braga Bridge (I-195 over the Taunton River connecting Fall River and Somerset) was led by Aetna Bridge, who performed \$30M of work as a subcontractor to the Barletta Team.

Despite working through one of the most severe winters on record, the project reached Full Beneficial Use **77 days early** and Substantial Completion **211 days early**.

Prefabricated Bridge Components

- » ABC methods included precast concrete elements on critical path bridges and structures as well as prefabricated wall and barrier systems instead of CIP walls throughout the project.
- » The most complex operation on this project was the heavy lift of the prefabricated bridge catcher beams at the five "pin and hanger" connections in the girder spans. To expedite construction, the catcher beams—each approximately 135,000 lbs—were prefabricated off site.

Maintenance and Protection of Traffic

- » Designed interim and final traffic-related elements and traffic management during construction through the development of temporary traffic control plans.
- » Designed and implemented Real Time Traffic Management System (RTTM); seven origin/destination signs with real time traffic route data were designed and installed. The data for the travel times was obtained by 28 readers placed throughout the corridor. The RTTM data was available for viewing and monitoring online.

Lessons Learned—Minimize Risk

Our Team's DB experience allowed us to effectively sequence design packages and construction activities to mitigate schedule risk and minimize construction duration. The use of early release design and fabrication packages advanced critical path activities as the final design evolved. Above all else, successful partnering and structured communications with the owner and local stakeholders allowed the team to rapidly respond and adapt to unforeseen project changes, resulting in project completion ahead of schedule and under budget.

2. Anderson Bridge Rehabilitation

Boston to Cambridge, Massachusetts

Client

MassDOT



Team Member(s)

Barletta

Reference

John McInerney, PE, *District 6*

Highway Director

MassDOT, District 5

10 Park Plaza

Boston, MA 02116

617.593.5554

john.mcinerney@state.ma.us

Year Complete

Design 2015

Construction 2017

Construction Value

\$25M

This project consisted of structural repairs and rehabilitation of the historic Larz Anderson Bridge, which carries North Harvard Street over the Charles River; a critical transportation link connecting Cambridge and Boston. The bridge carries three lanes of traffic, a bicycle lane, two sidewalks, and utilities, including a water main. Intersections at both approaches to the bridge were modified to accommodate the roadway changes.

Work included the complete removal and replacement of the side spandrel walls, masonry sidewalk parapets and cap stones, sidewalk, access stairway, approach walls, roadway surface and gravel fill. Concrete repairs to the existing main arches were performed to preserve, reuse and place them back in service as main load-carrying structural elements. Lighting and utility upgrades on the bridge superstructure, and landscape improvements adjacent to the bridge were performed.

Construction operations required working from barges in the Charles River to perform the demolition of the existing structure and the installation of cofferdams, concrete and stone masonry abutments and piers, and the repair/rehabilitation of existing stone masonry abutments.

Prefabricated Bridge Components

» Precast elements were heavily utilized, including architectural precast facades.

Maintenance and Protection of Traffic

» Construction staging, maintenance of traffic, and traffic detours were used to perform construction while allowing continued use of the bridge.

Lessons Learned—*Minimize Risk*

MassDOT issued two major changes for additional work, extending the contract 24 months; Barletta performed acceleration and finished two months earlier than the Milestone Completion Date. Barletta also resequenced certain aspects of the work to provide increased traffic flow prior to the Milestone Completion.



3. Derek S. Hines Memorial Bridge DB Replacement

Amesbury, Newburyport, and Salisbury, Massachusetts

Client

MassDOT



Team Member(s)

Barletta, VHB

Reference

Scott Kelloway, PE, *Assistant Construction Engineer*
MassDOT ABC Program
519 Appleton Street
Arlington, MA 02476
781.641.8496
scott.d.kelloway@state.ma.us

Year Complete

Design 2011
Construction 2012

Construction Value

\$34M

This DB project encompassed the complete replacement of the Hines Memorial Bridge, a moveable swing span bridge that carries a major roadway over the Merrimack River. Work at this location on the Merrimack is challenging due to the combination of tidal influence (nine-foot tide change) and river flows of up to eight knots. Scour countermeasures were required to protect the bridge abutments and piers. Working within the navigable channel was required to demolish the existing bridge and foundations and install cofferdams, deep foundations, concrete and stone masonry abutments and piers, and repair/rehabilitate existing stone masonry abutments.

The bridge design and reconstruction included replacement of the swing span and both approach spans, replacement of the south abutment and intermediate piers, seismic retrofit of the north abutment, replacement of mechanical and electrical systems, rehabilitation of the existing tender house, and associated roadway approach work.

During construction of the foundations, Barletta encountered differing subsurface site conditions. **The Barletta/VHB Team was able to make design changes, resequence the work, recover schedule, and still complete the bridge seven months ahead of the original contract schedule.**



Marine Work—Barletta equipment excavating from a barge

Prefabricated Bridge Components

- » Sections of the new bridge spans were pre-assembled for accelerated erection at the jobsite

Maintenance and Protection of Traffic

- » Maintained comprehensive traffic management plans and detours throughout the project, while Main Street over the Merrimack River was closed during construction

Lessons Learned—*Minimize Impacts*

The project schedule and sequence of work operations were arranged and completed considering weather, tides, permits, and in-water time of year environmental restrictions.

4. Bill Delahunt Parkway DB

Weymouth, Rockland, and Hingham, Massachusetts

Client

South Shore Tri-Town
Development Corporation, with
MassDOT oversight



Team Member(s)

Barletta, VHB

Reference

Jim Young, *Project Manager*
223 Shea Memorial Drive
South Weymouth, MA 02190
781.682.2187
young@southfieldra.com

Year Complete

Design 2012
Construction 2013

Construction Value

\$35M



Awards

- » ACEC, Engineering Excellence 2015
- » CMAA, Infrastructure Project of the Year 2013

This Public/Private DB project involved the design and construction of a new cross-base parkway with utilities, associated with the redevelopment of the former South Weymouth Naval Air Station.

The parkway included three pre-stressed/precast concrete box girder bridges, two prefabricated pedestrian bridges, a bicycle lane, and MSE retaining walls. Two pedestrian bridges crossed existing wetland areas. VHB designed these bridges to allow the foundations to remain outside of the fragile natural areas. The two-piece pedestrian bridge was spliced together on-site and installed with the use of a tandem crane pick.

The project also included a stormwater management system that incorporated constructed wetlands designed to provide natural water quality treatment in a sensitive environmental area.

Complex utility relocations and extensive environmental permitting coordination with multiple municipal conservation commissions, the U.S. Environmental Protection Agency, U.S. Navy, Natural Heritage and Endangered Species Program, and MassDOT were required.

Prefabricated Bridge Components

- » Three prestressed/precast concrete box girder bridges, and two prefabricated pedestrian bridges

Maintenance and Protection of Traffic

- » Maintained traffic management during construction on Trotter Road in Weymouth, Weymouth and Hingham Streets in Rockland, and the ramps from Hingham Street to Route 3



ABC Construction—Tandem cranes preparing to place a section of a prefabricated bridge

Lessons Learned—*Minimize Risk*

During the demolition of an existing building, structural differences were discovered, requiring an immediate solution to keep the project on schedule. Barletta and VHB revised the demolition sequence with no negative impact to the progress of the work or loss of time.



5. Add-A-Lane Contract V, Interstate 95 (Route 128)

Needham to Wellesley, Massachusetts

Client

MassDOT



Team Member(s)

Barletta, VHB

Reference

John McInerney, PE,
MassDOT, District 6 Highway
Director
10 Park Plaza
Boston, MA 02116
617.593.5554
john.mcinerney@state.ma.us

Year Complete

Design 2014
Construction 2019

Construction Value

\$186M



Awards

» ACEC, 2018 Engineering
Excellence Award

This complex four-mile widening project to add one travel lane and NB and SB shoulders included construction of new interchange ramps and a signalized intersection, two new collector-distributor roadways, modifications of existing interchange ramps, and modification of an existing interchange including installation of two signalized intersections.

Bridge work involved demolishing one MBTA bridge structure, installing one new bridge structure, removing and reconstructing three bridge structures, and widening an historic arched bridge structure. Additional work included relocations of water mains, sewer lines, and relocating existing and installing new ITS equipment. Barletta installed more than nine miles of drainage pipe and 870 associated drainage structures.

In a single, continuous operation over a weekend, Barletta completed demolition of the existing Highland Avenue Bridge over I-95. VHB developed the traffic management plan, detouring traffic off of Highland Avenue around the existing bridge while I-95 under the bridge was closed to ensure public safety during demolition. The bridge demolition operations were completed **29 hours ahead of schedule**. The Project attained Substantial Completion **136 days early**.



Barletta applied innovative traffic management and staging to enable project completion 136 days early.

Prefabricated Bridge Components

» Precast bridge abutments on the Route 9 Bridge

Maintenance and Protection of Traffic

- » Implemented construction staging, maintenance of traffic, and traffic detours to perform full-depth construction along portions of the mainline and existing ramps during 20 weekend diversions and nightly lane closures, while allowing continued highway use
- » Diverted the entirety of Route 95/128 around the Highland Avenue Bridge over two days to perform demolition of the existing structure

Lessons Learned—Minimize Risk

Proactive, early site review and identification of discrepancies enabled the implementation of schedule-saving design modifications. The 24-inch gas main was not as shown on the contract drawings. Barletta had the proposed drilled shaft foundation for the Route 9 Bridge redesigned and developed a mini-pile supported foundation to mitigate a one-year utility delay.



6. I-295 Bridges 736, 737, and 757 Reconstruction DB

Johnston, Rhode Island

Client
RIDOT



Team Member(s)
Aetna Bridge and VHB

Reference
Robert Rocchio, *Chief Engineer*
of Infrastructure
Two Capitol Hill
Providence, RI 02903
401.563.4000
robert.rocchio@dot.ri.gov

Year Complete
Design 2018
Construction 2020

Construction Value
\$35M



Awards
» CREST Award 2020
(Contractors Recognizing
Excellence in Safety Training)

The I-295 Bridge DB Contract 2 included complete design drawings issued for construction, regulatory permits, utility coordination, demolition of both 736 bridges and replacement with backfill and full-depth pavement, superstructure demolition and replacement of 737 and 757 bridges, roadway improvements, and substructure repairs.

Bridges 73701 and 73721, each a two-span bridge approximately 240 feet long, were demolished in two phases, limiting the impact to local traffic. New steel girders were erected to support a new eight-inch reinforced concrete deck with medians and parapets. To increase the load capacity of the concrete piers, 19 three-foot diameter reinforced concrete columns were added. All concrete end-post, approach slabs, and backwalls were also reconstructed

Bridges 75701 and 75721 are each a two-span bridge approximately 150 and 170 feet long, respectively. These bridges were demolished and reconstructed in the same manner as the 737 bridges, receiving a new deck, medians, parapets, end-posts approach slabs and backwalls. To increase the load capacity of the concrete piers, 14 three-foot diameter reinforced concrete columns were added, in addition to a reinforced concrete knee-wall. **This project was completed on time and on budget.**

As a subconsultant, VHB provided soil erosion and sediment control (SESC) monitoring and compliance reporting during the construction phase of this project.

Maintenance and Protection of Traffic

- » Extensive support to subcontractors through traffic control on the divided highway and ramp system and coordination with public entities to maintain motorist safety and ensure the steady flow of vehicles

Lessons Learned—*Minimize Impacts*

Managed the design, permitting, and construction in cooperation with RIDOT, RIDEM, and other agencies to meet the contractual completion date. Implemented several Value Engineering proposals (e.g., alternate median reconstruction, alternate bridge waterproofing, revised phasing for Bridge 737, revised TMP for 295 SB, etc.), which streamlined the project schedule, minimized traffic impacts, and provided costs savings to the State.

7. Henderson Bridge Reconstruction

Providence and East Providence, Rhode Island

Client
RIDOT

Team Member(s)
VHB, Barletta, Aetna,
GZA, Welch, CEC

Reference
Anthony Pompei, *Project
Manager*
Two Capitol Hill
Providence, RI 02903
401.265.4500
anthony.pompei@dot.state.ri.us

Year Complete
Design 2020
Construction Ongoing

Construction Value
\$66M

Henderson Bridge is a critical connection between Providence and East Providence. The six-lane bridge serves less traffic than it was originally designed to accommodate while also representing 12% of RIDOT's Structurally Deficient bridge inventory by deck area.

RIDOT turned to VHB to fast-track this replacement on an aggressive design schedule with an improved connection alternative that meets the goals of both municipalities, while providing RIDOT with a right-sized, lower-maintenance structure. The new superstructure will be constructed using weathering steel to minimize future maintenance costs and the new approaches use engineered lightweight fill to reduce substructure ground improvements.

The new bridge will feature a separated multiuse path that will connect on-street bicycle networks and roadway and traffic calming improvements. The project will also open up approximately 33 acres of land along the river for potential economic and recreational development.

VHB led environmental services, including permitting, wetland delineation, hydraulic analysis, stormwater improvements, and a hazardous materials assessment and investigation.

Barletta is performing the construction of this project; the initial major traffic shift has been completed and Phase 2 of the bridge deck demolition is underway.



VHB recently assisted with a virtual public meeting for Henderson Bridge with more than 300 attendees and 200 comments asked and answered

Maintenance and protection of traffic

- » Performed comprehensive traffic analysis for each construction phase and implemented new traffic patterns (new southbound North Broadway access to the Henderson Bridge) to **minimize disruption to traffic during construction**

Evidence of Good Performance—*Minimize Impacts*

Advertised project within one year, maintaining RIDOT's aggressive design schedule. Developed a streamlined permitting strategy and project scope definition with CRMC. VHB is developing a stormwater management program to address water quality to the maximum extent practicable to minimize design time.



8. Replacement of Providence Viaduct Bridge No. 578 (SB)

Providence, Rhode Island

Client

RIDOT



Team Member(s)

VHB, GZA, CEC

Reference

Robert Pavia,
Senior Civil Engineer
Two Capitol Hill
Providence, RI 02903
401.563.4079
robert.pavia@dot.state.ri.us

Year Complete

Design 2012
Construction 2019
(NB Phase: Ongoing)

Construction Value

\$67M



Awards

- » 2017–Engineering Excellence Gold Anchor Award, ACEC—RI

VHB provided inspections, evaluations, and design services for the replacement of the Providence Viaduct, which carries busy I-95 over the Woonasquatucket River, Amtrak Northeast Corridor, and local city streets through the heart of downtown Providence. The bridge’s deck and girders are aging, requiring replacement to accommodate the approximately 166,000 vehicles per day on I-95.

VHB developed rehabilitation options for the bridge superstructure and substructure and developed geometric improvement recommendations for the approaches and adjoining ramps. The SB phase was constructed in 2017. VHB facilitated construction of the new, wider SB bridge alongside the existing interstate without traffic interruptions. Associated ramps were temporarily relocated and permanently replaced as part of this complex design. Anticipated settlement was mitigated by including wick drains designed to accelerate retaining wall construction and minimize substructure costs.

RIDOT chose a design-build procurement for the NB replacement. VHB prepared preliminary designs, including detailed construction staging and traffic maintenance plans and cost estimate. We also assisted RIDOT throughout the procurement phase and will continue through NB construction.

Prefabricated Bridge Components

- » ABC design elements included precast moment slabs, MSE walls, and precast pier and abutment elements.

Maintenance and protection of traffic

- » Developed traffic control plans to maintain existing traffic flow and minimize delays during construction
- » Developed a traffic congestion solution to improve operation of the Civic Center Interchange ramp system as well as safety and geometric improvement recommendations for the approaches and adjoining ramps.

Evidence of Good Performance—*Minimize Risk*


Despite the complexity of the project and the fact that the interchange handles 200,000 vehicles daily, as RIDOT’s designer, VHB kept to the project construction schedule by rapidly approving shop drawings and answering contractor RFIs in an expedited and prioritized manner.



9. Washington Bridge 200 South and Pedestrian Bridge

Providence, Rhode Island


Client
RIDOT

 **Team Member(s)**
VHB, GZA

Reference
Robert Pavia, *Senior Civil Engineer*
Two Capitol Hill
Providence, RI 02903
401.563.4079
robert.pavia@dot.state.ri.us

Year Complete
Design 2003 & 2012
Construction 2009 & 2015

Construction Value
\$43M & \$22M

 **Awards**

- » 2016–Project of the Year, Historical Restoration, American Public Works Association
- » 2016–The Rhody Award, for Historic Preservation, Preserve Rhode Island and the RI Historical Preservation & Heritage Commission

Constructed in 1930, the heavily traveled historic Washington Bridge 200 was rapidly deteriorating. RIDOT called on VHB to conduct a detailed inspection and evaluation to determine the condition and reparability of the existing arches, prepare rehabilitation plans, and provide construction support. After extensive analyses, it was determined the concrete strength in the arches did not satisfy current criteria. RIDOT amended VHB's contract to replace the bridge.

VHB's bridge replacement removed four concrete arches, was founded on drilled shafts, and incorporated portions of the existing substructure to keep the project within budget. VHB developed an internal column supported superstructure to replace the pedestrian/bicycle portion of the bridge and fiber wrapped the concrete arches to maintain appearance. The project required a NEPA Categorical Exclusion and permits from the Army Corps of Engineers, US Coast Guard, RIDEM, CRMC, and the Historic Preservation and Heritage Commission.

The project was separated into two parts, Washington Bridge No. 200 and the Pedestrian Bridge. RIDOT advanced the Bridge No. 200 reconstruction in 2003. Subsequently, when funding was available, RIDOT directed VHB to prepare the Pedestrian Bridge project—converting of a portion of the bridge to a multiuse path and linear park. VHB's design eliminated deck joints to improve the long-term durability and restored the bridge to highlight significant architectural elements.

Prefabricated bridge components

- » The Pedestrian Bridge included precast/prestressed concrete AASHTO I-beams in two spans at the widened plaza spans at center of the bridge. The new I-beams match adjacent existing beams to create the widened span.

Maintenance and protection of traffic

- » VHB realigned Washington Bridge using the vacant area between Bridges 200 and 700 which allowed for phased construction of a completely new structure and maintained the existing number of lanes throughout construction.

Lessons Learned—*Minimize Risk*

VHB strategically met with RIDOT and SHPO to develop an approach to historic preservation that created an exterior bridge facade that was identical to the original and saved RIDOT cost by applying this historic facade replication to the visible, exterior ped/bike structure and not the entire inner bridge structure.



10. Pell Bridge Interchange Reconstruction

Newport, Rhode Island

Client

RIDOT



Team Member(s)

VHB

Reference

Jody Richards, *Project Manager*

Two Capitol Hill

Providence, RI 02903

401.265.4000

jody.richards@dot.state.ri.us

Year Complete

Design 2020

Construction 2024 (anticipated)

Construction Value

\$60M

VHB worked with RIDOT to complete the reconstruction of the Pell Bridge Interchange, which involves the reconfiguration of the bridge ramps on the Newport side of Pell Bridge and construction of a new roadway network including intersection improvements and multimodal alternatives to improve traffic circulation and connections while providing land area for redevelopment.

The proposed improvements will require less roadway and bridge infrastructure than the existing system, and the City envisions combining the former infrastructure space with City property and excess Navy base property to redevelop the area with an innovation hub mix of office, commercial, and residential uses. Enhancements to the area also include bridge rehabilitation, constructing a bike path along the existing rail corridor, creating a park and ride on JT Connell Highway, reconstructing the at-grade rail crossing, and wetland/stormwater improvements.

RIDOT and VHB completed the Environmental Assessment and final design. VHB will provide construction phase services, including coordination with various stakeholders, abutters, and public interest groups.

Maintenance and Protection of Traffic

- » Designed interim and final traffic-related elements (signing, pavement markings, traffic signals) and traffic management during construction through the development of temporary traffic control plans
- » A new adaptive traffic signal system will be installed to coordinate traffic flow through the new ramps system. This innovative design will be the first of its type in the state. Traffic will be monitored and fed information real time through the RIDOT TMC with the proposed ITS included in this project.

Evidence of Good Performance—*Minimize Impacts*

RIDOT and VHB worked closely with FHWA and the City of Newport to obtain a Finding of No Significant Impact (FONSI). This allowed the project to move forward with final design to meet the project funding schedule, including use of a \$25M USDOT BUILD grant.

DESIGN-BUILD SERVICES FOR
BRIDGE GROUP 57T-10

I-195

WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI

3 Key Staff and Team Organization

3. Key Staff and Team Organization

(L-R) Tom Jackmin and Dennis Ferreira discuss the progress of the Route 79/I-195 Interchange Project.



(R) Rick McGinn installing catcher beams at Braga Bridge.

(L-R) Pete Pavao, Jamie Pisano, and Joe Wanat collaborate regularly.





3 Key Staff and Team Organization

The Barletta/Aetna Bridge Team was thoughtfully developed to provide RIDOT dedicated leadership with proven capabilities to successfully deliver the I-195 Washington Bridge North Phase 2 DB Project, while achieving your most critical goals and objectives. Our Team promises to **minimize risks** by leveraging lessons learned from prior relevant experience, and **minimize impacts** through our understanding and local context of the Project site. We will use innovative design and construction solutions to **maximize value** through resilient and durable designs that minimize future maintenance costs.

Project Management

Firms don't deliver projects—people do. As DB Project Manager, **Paul Coogan** (BHD) is committed to turning your vision into reality. He will lead the Project from conceptual design through final construction, coordinating with RIDOT every step of the way. Joining Paul are Design Manager **Joe Wanat** (VHB), Deputy Design Manager **Jeff Klein** (VHB), and Construction Manager **Dennis Ferreira** (BHD) who will manage the design and construction teams, respectively.

Our project leaders bring exceptional DB, accelerated bridge construction (ABC), traffic management, and RIDOT experience, having successfully managed projects of similar nature and complexity. These passionate professionals bring an effective approach that delivers unmatched responsiveness and a constant adherence to schedule and budget.

As depicted in **Figure 3-1: Project Team Organization Chart**, our leadership team is supported by key personnel and specialists experienced in their specific disciplines. Our organizational structure is straightforward, with clear lines of communication and responsibility to provide RIDOT with a trusted team to deliver the project on time and within budget.

Maximize Value: Route 79/I-195 and Braga Bridge DB

"The Route 79/Braga Bridge mega project will bring many benefits to Fall River, but none may be as noticeable as restoring all three lanes on the Braga Bridge. I continue to be impressed at the pace of construction [Barletta, Aetna Bridge, VHB] and I'm **absolutely thrilled that we are achieving these major milestones ahead of schedule.**"

—Michael Rodrigues,
Massachusetts State Senator

Organizational Chart Narrative—Team Functionality and Responsibilities

Executive Committee

Mike Foley (BHD), **Jeff Bostock** (AET), and **Tom Jackmin** (VHB) will oversee the project management and quality teams. They are empowered to fully commit their respective firms and allocate resources to keep this project moving forward smoothly.

Project Management

Paul Coogan (BHD), Design-Build Project Manager, will oversee all project design, construction, quality management, and contract administration, making sure that the design and construction teams are integrated into a single organization and are communicating with their counterparts. He will be committed to this project and responsible for all elements of project delivery. He will be the primary contact for RIDOT and will be in constant communication with Design Manager **Joe Wanat** (VHB) and Construction Manager **Dennis Ferreira** (BHD).

Safety Manager

Joan Zapatka (AET) will develop/oversee compliance with the site-specific Health and Safety Plan and will report directly to **Paul Coogan** (BHD).

Quality

QC Administrator **Kris Kretsch** (VHB) will lead the QC team with support from Design QC Manager **Jamie Pisano** (VHB) and Construction QC Manager **William Kearns** (BHD). The quality team will develop and implement an overall Quality Management Plan (QMP) for both design and construction teams to follow. They will report directly to **Paul Coogan** (BHD) and the Executive Committee, independent from the design and construction management functions. They have the sole authority to approve project work products or request modifications.

Design

Technical Advisors

Tom Donald (VHB) and **Don Cooke** (VHB) will provide the design team additional insight to structural, ABC techniques, and traffic solutions gleaned from 30+ years working on the owner's and consultant's side to deliver complex bridge and highway projects.

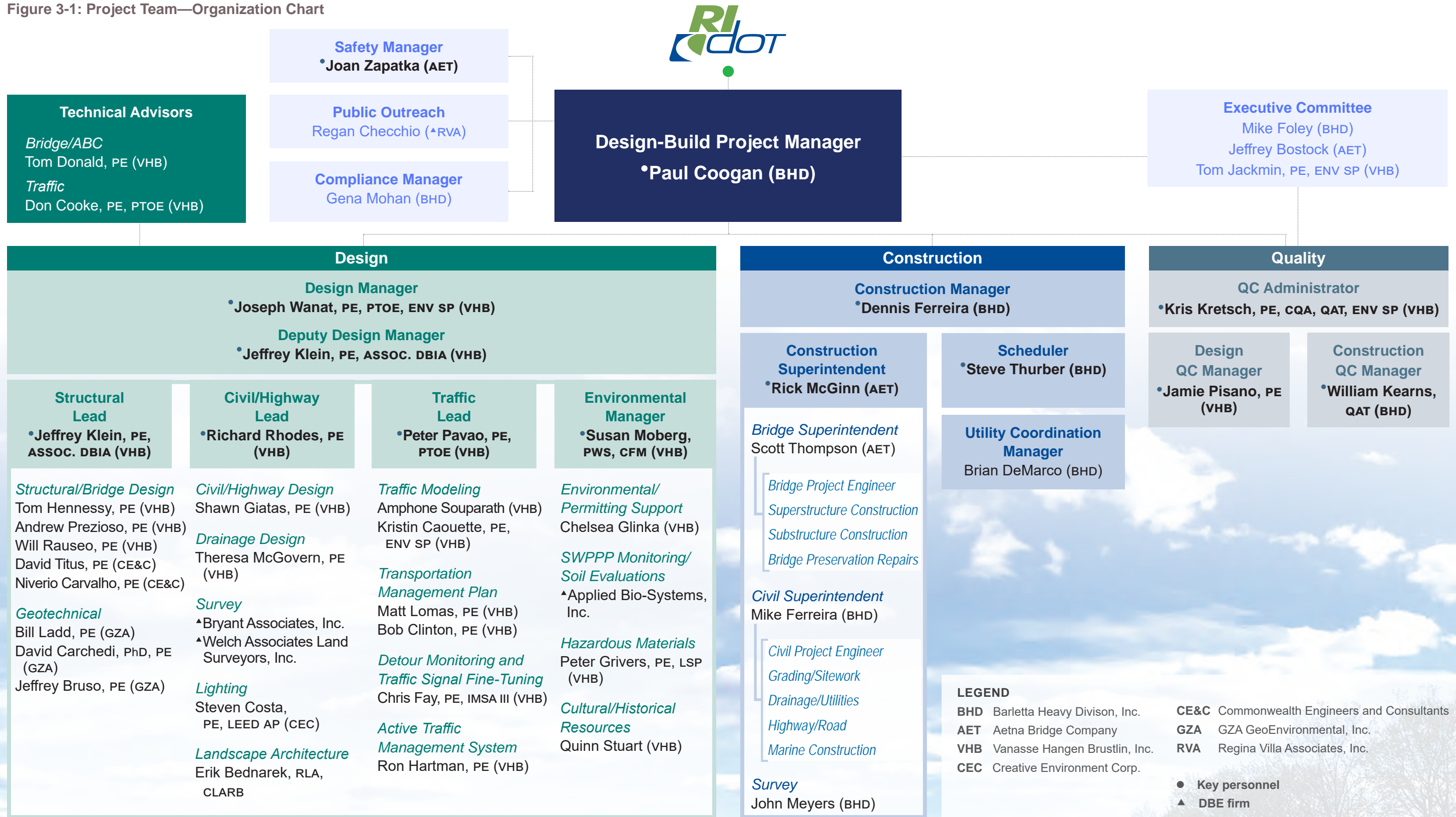
Design Managers and Discipline Leads

Design Manager **Joe Wanat** (VHB) will hold overall design management responsibility and internal and external VHB coordination, confirming the project design is consistent with project objectives and in conformance with the Contract Documents. Joe and Deputy Design Manager **Jeff Klein** (VHB) will lead the day-to-day operations of the design subconsultants and discipline leads: Civil/Highway—**Rick Rhodes** (VHB), Traffic—**Peter Pavao** (VHB), Environmental—**Susan Moberg** (VHB). Joe and Jeff will make certain that the design team adheres to the Design QMP developed by the QC team.

Construction

Construction Manager **Dennis Ferreira** (BHD) will lead the construction process making sure that the materials used and work performed meet the contract requirements and are in accordance with the “issued for construction” plans and specifications. He will coordinate with Construction Superintendent **Rick McGinn** (AET), Scheduler **Steve Thurber** (BHD), and subcontractors to manage the construction activities and keep them on track. Dennis will make certain that the construction team adheres to the Construction QMP developed by the QC team.

Figure 3-1: Project Team—Organization Chart



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Key Personnel

Our key personnel comprise our most experienced and local DB, complex highway and bridge design, and construction practitioners. All offer broad perspective on best practices gained from decades of successful project delivery for RIDOT and similar transportation agencies. **Figure 3-2** shows how each of our key personnel meet/exceed the minimum qualifications requirements as outlined in the RFP. Summary resumes for our project management team and key personnel are provided on the following pages.

As evidenced by their qualifications, our professionals bring the right combination of national and local experience; knowledge of the Washington Bridge, its challenges, and opportunities; and deep relationships with RIDOT, the Cities of Providence and East Providence, and additional stakeholders.

Full-page resumes for key personnel are included in [Appendix A—Resumes](#).

Figure 3-2: Meeting RIDOT’s Key Personnel Criteria (RFP 6.6 Requirements)

The table identifies each of our key personnel and outlines only those qualifications as required in the RFP. Additional qualifications for all key personnel are further detailed on the following pages.

Role Key Personnel	Minimum Evaluation Criteria
✓ Design-Build Project Manager Paul Coogan	OSHA 30—Management/Supervisory; OSHA HazMat Certification; First Aid/CPR
✓ Quality Control (QC) Administrator Kris Kretsch, PE, CQA, QAT, ENV SP	Rhode Island registered Professional Engineer #13029
✓ Design Manager Joe Wanat, PE, PTOE, ENV SP	Rhode Island registered Professional Engineer #11337
✓ Deputy Design Manager/Structural Lead Jeff Klein, PE, ASSOC. DBIA	19 years of bridge design experience; Project Manager/Design Lead on six RI DB projects; Rhode Island registered Professional Engineer #9718
✓ Civil/Highway Lead Rick Rhodes, PE	16 years of civil design experience; Rhode Island registered Professional Engineer #11185
✓ Traffic Lead Peter Pavao, PE, PTOE	15 years of traffic design experience; Rhode Island registered Professional Engineer #9565
✓ Design QC Manager Jamie Pisano, PE	Rhode Island registered Professional Engineer #6757
✓ Construction Manager Dennis Ferreira	OSHA 30—Management/Supervisory; OSHA HazMat Certification; OSHA Fall Protection; OSHA Trench Safety; First Aid/CPR
✓ Construction QC Manager Bill Kearns, QAT	BS in Chemical Engineering; 20+ years construction QC direct oversight/management experience
✓ Construction Superintendent Rick McGinn	American Institute of Steel Construction—Advanced Certified Steel Erector; OSHA 30—Management/Supervisory; ATSSA Work Zone Safety Training—Supervisor; OSHA Crane Safety Training 1.1; Aerial Lift & Forklift Safety Training; First Aid/CPR
✓ Safety Manager Joan Zapatka	19 years of experience in direct charge of project safety
✓ Scheduler Steve Thurber	39 years experience in direct charge of schedule development, 16 of which for design-build projects
✓ Environmental Manager Susan Moberg, PWS, CFM	Professional Wetland Scientist #1631; Certified Floodplain Manager #US-13-07080

Leaders Who Deliver—*Project Management Team*



Paul Coogan (BHD) | Design-Build Project Manager

43 years of experience

Paul manages multidisciplinary teams on complex construction projects, primarily in urban settings. During his career, he has been involved in the conceptual planning, constructability reviews, scheduling, cost estimating and construction management of complex bridge, highway, and interchange projects, including those delivered under the DB method. Paul's notable DB experience includes serving as Senior Project Manager for the NHDOT Memorial Bridge Replacement, which represented a blend of cutting-edge design and innovative engineering. As Barletta's Project Manager on the \$66M Henderson Bridge Reconstruction, Paul has proven his ability to seamlessly collaborate with RIDOT and VHB to meet project goals.

Design-Build Experience

- » NHDOT, \$84M Memorial Bridge Replacement over Piscataqua River
- » MassDOT, \$292M Whittier Bridge Replacement over the Merrimack River
- » MWRA, \$50M Spot Pond Covered Storage

Additional Experience: RIDOT, \$66M Henderson Bridge Reconstruction | CTDOT, \$98.5M I-95 NB to Route 34 WB Flyover Bridge, New Haven, CT | MassDOT, \$130M Central Artery/Tunnel



Dennis Ferreira (BHD) | Construction Manager

39 years of experience

Dennis is an accomplished Construction Manager who delivers multifaceted construction projects. He has served as Construction Manager for complex bridge, interchange, tunnel and sewer projects, including the Reconstruction of Route 6/10 Interchange and MassDOT's Route 79/I-195 Interchange and Braga Bridge DB projects, bringing lessons learned and proven construction techniques, processes, and procedures. His previous work with Aetna Bridge and VHB will facilitate a seamless integration among the design and construction teams.

Design-Build Experience

- » RIDOT, \$270M Reconstruction of Route 6/10 Interchange—*with Aetna and VHB*
- » MassDOT, \$228M Route 79/I-195 Interchange and Braga Bridge—*with Aetna and VHB*
- » MassDOT, \$34M Hines Bridge Replacement—*with VHB*

Additional Experience: Narragansett Bay Commission, \$66M Woonasquatucket CSO Interceptor Main | MassDOT, \$130M Central Artery/Tunnel | MWRA, \$148M North Dorchester Bay CSO Storage Tunnel

Feature Project

As Project Manager for RIDOT's Henderson Bridge project, Paul has worked closely with VHB, the Owner's Design Team, to modify the design to facilitate construction while maintaining the original design considerations and to advance alternate access designs to better coordinate with construction means and methods while maintaining overall public safety. He coordinated scheduling and traffic control management with VHB to resequence the project and eliminate disruptions in activities caused by early engineering approvals and procurements.

Dennis was the Construction Manager for the award-winning Route 79/I-195 Interchange and Braga Bridge DB project, which included the design and reconstruction of the interchange; removal of the entire two-level Route 79 viaduct and nine associated highway ramps; and the reconstruction/rehabilitation of four bridges. As manager of the on-site construction team, he was instrumental in bringing this very challenging project to successful completion 211 days ahead of schedule.



Joe Wanat, PE, PTOE, ENV SP
(VHB) | *Design Manager*
27 years of experience

For the majority of his career, Joe has focused on improving transportation infrastructure for local and state agencies throughout Rhode Island, especially RIDOT. He provides leadership, strategic guidance, thoughtful project management, and innovative solutions, most recently as the VHB Project Manager for the Reconstruction of the Route 6/10 Interchange DB project. He has built a great rapport with RIDOT and the Cities of Providence and East Providence through leading robust public outreach and stakeholder engagement, recently for the Henderson Bridge Reconstruction project. Joe brings local knowledge of the Washington Bridge having supported the traffic modeling for the \$25M Federal FY 2020 BUILD grant.

Design-Build Experience

- » RIDOT, \$270M Reconstruction of Route 6/10 Interchange—*with Barletta and Aetna*
- » **MassDOT, \$228M Route 79/I-195 Interchange—*with Barletta and Aetna***
- » RIDOT, \$210M Providence Viaduct NB Interchange Reconstruction (Owner's Representative Services)

RIDOT Experience: Henderson Bridge Reconstruction | Providence Viaduct Interchange Reconstruction (SB & NB) | Highway Safety Improvement Program | On-Call Traffic Design Consultant

For the Reconstruction of the Route 6/10 Interchange, RIDOT's largest DB project, Joe oversaw VHB's bridge design, highway design, and traffic operations teams. He played a pivotal role in the effort to develop a vision for the corridor, working closely with leadership from RIDOT and the City of Providence to develop a 3D model and traffic simulation model for the corridor and vetting the concept for engineering constructability and community cohesion.



Jeffrey Klein, PE, ASSOC. DBIA
(VHB) | *Deputy Design Manager/
Structural Lead*
19 years of experience

Jeff is well-respected and known to RIDOT, having played a key role in many of its prominent bridge rehabilitation/replacement projects. His experience on RIDOT DB projects as both Design Manager and Owner's Representative provides him with a keen understanding of DB delivery and the importance of meeting client's project objectives. His collaborative working relationship with Barletta and Aetna Bridge, gained from his experience on the Route 6/10 Interchange DB, Louisquisset Pike Bridge DB, and Wood River Valley Bridge DB projects, will facilitate seamless communication.

Design-Build Experience

- » RIDOT, \$270M Reconstruction of Route 6/10 Interchange—*with Barletta and Aetna*
- » RIDOT, \$15M Louisquisset Pike Bridge—*with Aetna*
- » RIDOT, \$12M Rehabilitation of the Wood River Valley Bridge—*with Aetna*
- » RIDOT, \$210M Providence Viaduct NB Interchange Reconstruction (Owner's Representative Services)

RIDOT Experience: Washington Pedestrian Bridge | Reconstruction of Henderson Bridge | Replacement of Providence Viaduct Bridge No. 578 (SB) | Stillwater Viaduct Bridge Inspection and Rehabilitation

Feature Project

As Design Manager for the Wood River Valley Bridge Rehabilitation DB, Jeff worked closely with RIDOT and Aetna Bridge to improve the structural integrity and strengthen the structure to meet current AASHTO Loading Standards. VHB developed a unique approach to replacing the expansion bearings on the existing piers that not only reduced the price of the project, but also expedited the project schedule.

Quality Team Means Quality Results

Quality Control Key Personnel

Our Quality Control Team is made up of Rhode Island registered professional engineers, certified quality auditors, and certified quality assurance technologists, each with 25+ years of experience. They will implement the Quality Management Plan and will make certain that team members adhere to it. Kris Kretsch, Quality Control Administrator, will have direct communication with Paul Coogan and the Executive Committee, all of whom are focused on the overall quality of the project.



Kris Kretsch, PE, CQA, QAT, ENV SP (VHB) | Quality Control Administrator | 32 years of experience

Kris brings a regional perspective, having provided QA/QC oversight on bridge design projects throughout New England, including on multiple DB projects, balanced with a local context gleaned as the QC Administrator for the Louisquisset Pike Bridge DB project and as Design QC Manager for the Wood River Valley Bridge DB project.

DB Experience: RIDOT, \$15M Louisquisset Pike Bridge Replacement | RIDOT, \$12M Rehabilitation of the Wood River Valley Bridge | MBTA, \$100M Rail Bridge Replacements | **MassDOT, \$34M Hines Bridge Replacement** | MassDOT, \$10M Route 147 (Memorial Ave) Rotary Replacement | NYSDOT, \$31M Accelerated Bridge Program | VTrans, \$66M I-91 Bridges Design-Build Support



Jamie Pisano, PE (VHB) | Design Quality Control Manager | 29 years of experience

Jamie has spent much of his career supporting RIDOT on significant highway design projects, focusing on quality and safety. He brings lessons learned from his recent experience as Project Manager for the Henderson Bridge Reconstruction project and his work on the Route 6/10 Interchange DB project.

DB Experience: RIDOT, \$270M Reconstruction of the Route 6/10 Interchange

RIDOT Experience: **Washington Bridge No. 200** | **Providence Viaduct Bridge No. 578** | **Henderson Bridge** | Stillwater Viaduct Bridge | Pleasant Valley Bridge No. 777 | Taunton Avenue Ramp CR-1 Bridge



William Kearns, QAT (BHD) | Construction Quality Control Manager | 40 years of experience

Bill is committed to developing and implementing Quality Control Programs for multidiscipline, complex construction projects. He has served as Construction Quality Control Manager for numerous DB projects throughout Rhode Island and Massachusetts and is committed to establishing, approving, and maintaining the Quality Control Program.

DB Experience: RIDOT, \$270M Reconstruction of the Route 6/10 Interchange | **MassDOT, \$228M Route 79/I-195 Interchange and Braga Bridge** | **MassDOT, \$34M Hines Bridge Replacement**

Additional Experience: MassDOT, Central Artery/Tunnel Project—I-90/Route 1A Interchange | MWRA, Carroll Water Treatment Plant

Delivering Results with Design Excellence

Design Team Key Personnel

Our Design Discipline Leads are the same people who have delivered on many of the recent RIDOT bridge projects, including Louisquisset Pike Bridge, Wood River Valley Bridge, and Henderson Bridge. Together, they will leverage their understanding of DB project delivery, local context, traffic management, and regulatory nuances to deliver results.



Jeffrey Klein, PE, ASSOC. DBIA (VHB) | Structural Lead | 19 years of experience

Please refer to page 27 for a summary of Jeff's qualifications.



Richard Rhodes, PE (VHB) | Civil/Highway Lead | 16 years of experience

Rick understands local context and how to work effectively with RIDOT through his work as Highway Design Lead for the Louisquisset Pike Bridge DB and Wood River Bridge DB, VHB Highway Design Lead for Route 6/10 Interchange DB projects, and Design Manager for the Pell Bridge Interchange.

DB Experience: \$270M Reconstruction of the Route 6/10 Interchange Interchange | \$15M Louisquisset Pike Bridge | \$12M Rehabilitation of the Wood River Valley Bridge

RIDOT Experience: Henderson Bridge | Providence Viaduct Bridge No. 578 | Pell Bridge Interchange | Reconstruction of Two Mile Corner



Peter Pavao, PE, PTOE (VHB) | Traffic Lead | 15 years of experience

As Traffic Task Manager for the Henderson Bridge, Pell Bridge Interchange, and Louisquisset Pike Bridge DB projects, and VHB Traffic Task Manager for Route 6/10 Interchange DB, Peter has successfully navigated the traffic control designs involved in complex highway and bridge projects, enabling work to be performed with minimal impact to adjacent travel lanes.

DB Experience: \$270M Reconstruction of the Route 6/10 Interchange | \$15M Louisquisset Pike Bridge

RIDOT Experience: Washington Bridge No. 200 | Henderson Bridge | Providence Viaduct Bridge No. 578 | Pell Bridge Interchange | Stillwater Viaduct Bridge



Susan Moberg, PWS, CFM (VHB) | Environmental Manager | 28 years of experience

Susan has been partnering with RIDOT on environmental projects for most of her career, including managing VHB's On-Call Stormwater Services contract with RIDOT since 2014 and overseeing permitting for all VHB's signature bridge projects in Rhode Island.

DB Experience: \$12M Rehabilitation of the Wood River Valley Bridge | \$1.5M Arcadia Management Area Bridges Superstructure Replacement | MassDOT, \$228 Route 79/I-195 Interchange

RIDOT Experience: Washington Bridge No. 200 and Pedestrian Bridge | Henderson Bridge | Providence Viaduct Bridge No. 578 | Stillwater Viaduct Bridge

Construction with Confidence

Construction Team Key Personnel

Under Paul Coogan's overall direction and with Dennis Ferreira's proven leadership, our key construction personnel will safely deliver a high-quality project, on schedule, that will reshape the Washington Bridge and surrounding area. These individuals have worked together on many DB projects, such as Route 6/10 Interchange and the Route 79/I-195 Interchange and Braga Bridge, providing a collaborative relationship to enable them to hit the ground running.



Rick McGinn (AETNA) | Construction Superintendent | 35 years of experience

Rick has completed more than a dozen bridge and civil projects for RIDOT valued at over \$50 million, focusing on oversight and management of jobsite construction. He was the Construction Manager for \$30M of structural repairs/replacements on the Braga Bridge portion of the Route 79/I-195 Interchange DB project. He also oversaw repairs on the 3R Improvements to I-95 Service Roads and Bridges.

DB Experience: RIDOT, \$12M Rehabilitation of the Wood River Valley Bridge | **MassDOT, \$228M Route 79/I-195 Interchange and Braga Bridge**

RIDOT Experience: 3R Improvements to I-95 Service Roads & Bridges | High Priority Repairs Sakonnet River Bridge | Robin Hollow Bridge Reconstruction | Tiverton Main Road Bridge Replacement | Warwick Toll Gate Bridge Rehabilitation



Steve Thurber (BHD) | Scheduler | 39 years of experience

Steve has unparalleled experience in project controls and scheduling for construction projects, including DB projects such as the Route 6/10 Interchange and the MassDOT Route 79/I-195 Interchange. He specializes in detail and precision as evidenced by his experience preparing and updating schedules for projects ranging from a few million dollars to \$270M.

DB Experience: \$270M Reconstruction of the Route 6/10 Interchange | **MassDOT, \$228M Route 79/I-195 Interchange** | **MassDOT, \$34M Hines Bridge Replacement** | **MassDOT-funded, \$35M Bill Delahunt Parkway** | MWRA, \$38M Blue Hills Covered Storage Facility

Additional Experience: **MassDOT, I-95 Add-A-Lane Contract V** | MBTA, Clayton St. ABC Bridge Replacement



Joan Zapatka (AETNA) | Safety Manager | 19 years of experience

With nearly two decades of health and safety leadership experience in the construction industry, Joan has exceptional knowledge of federal, state, and local compliance and regulations. Her relevant experience includes extensive safety training for staff and conducting jobsite safety inspections, most recently for the Louisquisset Pike Bridge project.

DB Experience: \$270M Reconstruction of the Route 6/10 Interchange | \$15M Louisquisset Pike Bridge Replacement | \$12M Rehabilitation of the Wood River Valley Bridge | **\$35M Route 295 Bridges—Contract 2** | \$15M Rhodeworks Toll Facilities

Additional Experience: RITBA Newport Bridge Deck Rehabilitation at East Approach

Technical Specialists

In addition to our key personnel as outlined in the RFP, our team features highly skilled technical specialists—all local and trusted by RIDOT—who are crucial to the design and construction of this project. Each of these team members brings directly relevant experience, having served in similar roles for many of our highlighted DB projects and high-profile RIDOT projects.



Tom Hennessy, PE (VHB) | *Structural/Bridge Design* | 34 years of experience

Well versed in RIDOT policies and procedures, routinely serves as Structural Lead for bridge design projects, performs QC Design reviews for Design-Build projects

DB Experience: Route 6/10 Interchange | Louisquisset Pike Bridge | Wood River Valley Bridge

RIDOT Experience: [Washington Pedestrian Bridge](#) | [Henderson Bridge](#) | [Providence Viaduct Bridge 578](#) | Stillwater Viaduct Bridge



Chris Fay, PE, IMSA III (VHB) | *Detour Monitoring and Traffic Signal Fine-Tuning* | 21 years of experience

Experience in design, operations and inspections of traffic signal systems, performs field reviews that aid in development of site-specific traffic control plans for complex projects

DB Experience: Route 6/10 Interchange | Louisquisset Pike Bridge | Wood River Valley Bridge

RIDOT Experience: [Washington Bridge No. 200](#) | [Henderson Bridge](#) | [Providence Viaduct Bridge 578](#) | Stillwater Viaduct Bridge



Bill Ladd, PE (GZA) | *Geotechnical* | 34 years of experience

Provides foundation investigations, recommendations, and designs for large-scale bridge and highway projects, including structures supported on shallow foundations, driven or drilled piles, or drilled shafts

DB Experience: I-95 N. and S. at Toll Gate and Centerville Roads Bridges | I-295 Contract 2 | Laurel Avenue Bridge

RIDOT Experience: [Washington Bridge No. 200 Reconstruction](#) | [Providence Viaduct Bridge 578](#) | Route 37 Bridges | Morgan Avenue Bridge Rehabilitation

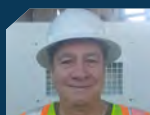


Scott Thompson (AETNA) | *Bridge Superintendent* | 15 years of experience

Completed dozens of bridge projects, 14 for RIDOT; many included construction using prefabricated bridge components and maintenance and protection of traffic on divided highways

DB Experience: Reconstruction of the Route 6/10 Interchange | [MassDOT, Route 79/I-195 Interchange and Braga Bridge](#) | MassDOT, Fore River Bridge Replacement

RIDOT Experience: Henderson Bridge Repairs | Pettaconsett Bridge Repairs | Wellington Ave. over I-95 Repairs | Improvements to I-195 Bridges | Moshassuck River Bridge Repairs



Mike Ferreira (BHD) | *Civil Superintendent* | 33 years of experience

Specializes in projects with complex traffic control in urban work zone settings; served as Civil Superintendent on high-profile RIDOT and MassDOT DB projects

DB Experience: Reconstruction of the Route 6/10 Interchange | [MassDOT, Route 79/I-195 Interchange and Braga Bridge](#)

Additional Experience: MWRA East Boston Branch Sewer Interceptor Microtunnel | MWRA North Dorchester Bay CSO Storage Tunnel



Team Commitment and Availability

Your success is our success; our Team is committed to providing the right resources that are available, ready, and dedicated to successfully deliver a safe, reliable, and quality project.

As a value-added benefit, we have established an Executive Committee made up of Barletta's Vice President **Mike Foley**, Aetna Bridge's Vice President of Construction **Jeff Bostock**, and VHB's Senior Vice President **Tom Jackmin**. Mike, Jeff, and Tom commit their respective firms to this project and are empowered to allocate the resources necessary to keep the project moving forward smoothly.

Barletta and Aetna Bridge combined have **200+** professional staff and trades people specializing in highway and bridge construction. 

VHB has direct access to **60+** local structural engineers  **200+** transportation engineers who can be made available should the need arise.

Our collective experience, know-how, and resources allow us to tackle the most challenging bridge construction projects.

Performance Locations

Our Team will be based primarily in the Providence area—Barletta has a Project Office in Providence; Aetna Bridge has an office in Warwick, just 10 minutes from the project site; and VHB is located in downtown Providence, 1 mile from RIDOT. Barletta key personnel will also be co-located in Aetna Bridge and VHB offices for collaboration. **Our proximity to each other, the project site, and RIDOT will be invaluable for site visits, team meetings, utility coordination, and community outreach.** We can be available at a moment's notice should something arise that needs immediate attention.

Maximize Value: Capacity to Perform

None of our existing projects provide any constraint on team member availability to complete the project within your schedule.

RIDOT is a valued client to our Team and we are devoted to strengthening our partnership by delivering reliable and consistent results that you can depend on. The timing of this project aligns perfectly with the completion of other long-term infrastructure projects—as the Route 6/10 Interchange DB moves into the final construction season, a significant portion of the more complex work will be completed; the design of Henderson Bridge and Providence Viaduct NB are complete, and are well into construction. We are ready to assist RIDOT with the Washington Bridge project which is scheduled to ramp up this winter, allowing for a seamless transition of our key personnel.

Design/Construction Integration

Our Team is built on a foundation of trust, fostering a culture of communication and collaboration through all levels of our Project Team, including subconsultants/subcontractors, and with RIDOT. DB Project Manager, Paul Coogan, will draw from his project management experience to guide our project leaders to consistently perform as an integrated team during all aspects of design, construction, and quality control.

Our previous experience working together on projects such as Route 79/I-195 Interchange and Braga Bridge, and Reconstruction of Route 6/10 Interchange have provided us with lessons learned and relationships that will allow our Team to efficiently streamline the integration of design and construction activities.

Our established process, quality, and communication procedures, as we have further described in [Section 6—Management Overview](#), will be of great benefit to RIDOT.

DESIGN-BUILD SERVICES FOR
BRIDGE GROUP 57T-10

I-195

WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI

4 Technical Approach





4 Technical Approach

The Barletta/Aetna Bridge Team has developed a technical approach that demonstrates how we will successfully advance the BTC as provided in the RFP and where we will enhance the design with our innovations and approved alternative technical concepts (ATCs) to deliver added value and benefits to RIDOT. As summarized on **Figure 4-2** on the following page, these enhancements were developed with a focus on three key goals—to **minimize risk** to RIDOT and the project schedule, **minimize impacts** to the community and traveling public, and **maximize value** by delivering durable, sustainable, and low-maintenance infrastructure.

Q What's New

In developing our ATCs, we began with the enhancements from our 2020 proposal submission, but made sure to find new ways to bring value to RIDOT and this project. In particular, our ATCs 4 and 8 have added benefits and further expand our initially planned improvements, including:

ATC 4 realigns Gano Street, the bikeway, and the new Gano Street On-Ramp to achieve the required goals of the INFRA Grant while **adding safety and traffic operations improvements with reduced infrastructure that minimizes RIDOT's long-term maintenance costs**. This ATC improves the access from the heavier volume Gano Street Southbound to I-195 via a right turn to improve safety and provide easier access to the higher volume of users. The relocation of the on-ramp away from the existing off-ramp maintains today's bikeway crossing, improving bicycle and pedestrian crossing safety.

ATC 8 modifies the Washington Bridge widening, using a new steel beam-supported deck in spans 1–3 that **minimizes the existing deck widening to lighten the overall loads to**

the substructure. This lighter configuration of shiplap beams eliminates the need for supplementing piles at existing supports and eliminates all in-water work at pier foundations. A new column in span 1 will be supported on new drilled high-capacity micropiles to minimize environmental and utility impacts. The revised span configuration eliminates the fracture-critical tie-down in the BTC's span 4, further reducing long-term life-cycle infrastructure costs.

Figure 4-1: Gano Street Visualization



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EXHIBIT 4B

Figure 4-2: ATCs Overview



ATC 4 Reconfigured the New Gano Street On-Ramp to I-195 WB

- » Minimize utility relocation in coordination with NBC, National Grid Gas and Electric, and Verizon
- » Significantly reduce RIDOT's long-term infrastructure maintenance costs, reducing the three-span curved steel bridge to a simple span precast concrete arch structure
- » Eliminate the bikeway crossing of the new Gano On-Ramp for improved safety
- » Improve traffic operations on Gano Street by providing the heavier southbound traffic with a right-turn onto the on-ramp

ATC 8 Modified Spans 1-4 Widening

- » Reconfigure span configuration to eliminate the fracture-critical tie-down, eliminate the need to supplement piles at existing piers, and eliminate in-water work
- » Reduce RIDOT's long-term inspection costs with elimination of fracture-critical member
- » Minimize noise and vibrations near utilities with use of high-capacity drilled micropiles at new Pier 1A

ATC 9 Washington Bridge Joint Repair

- » Simplify phased expansion joint installation with Emseal joints on Washington Bridge and improve durability of all new bridge expansion joints on the project
- » Provide link slabs to eliminate surface joints and maximize durability improvement at all fixed joints

ATC 2 Waterfront Drive Off-Ramp, Ramp DR-2/M, and Waterfront Drive Roadway Profile

- » Avoid Valley Street gas, telephone, sewer, water, and utility pole relocations
- » Save RIDOT significant Force Account costs by avoiding utility relocations
- » Improve intersection safety by providing a channelized right turn movement at the new Waterfront Drive intersection

ATC 3 Waterfront Drive Bridge Modifications

- » Construct new bridge in a single phase with a minimized footprint
- » Eliminate a beam line and deck overbuild to reduce RIDOT's long-term maintenance costs
- » Use Accelerated Bridge Construction (ABC) MSE-supported stub abutments, decreasing the exposed wall surface area by approximately 50% to reduce long-term maintenance costs

ATC 1 Traffic Improvements During Construction

ATC 1A: Modified Temporary On-Ramp to Avoid Detouring Taunton Avenue Traffic

- » Eliminate long-term closure of Taunton Avenue On-Ramp
- » Build the new Waterfront Drive Bridge offline to eliminate the longitudinal phase joint and streamline project phasing

ATC 1B: Streamlined Staging

- » Sequence design/permitting and construction in a manner that provides adequate CRMC permit review time to minimize risk of third-party delays impacting the overall project schedule
- » Return shifted lanes to existing locations in advance of the new toll gantry in final 4 phases of construction, minimizing third-party delays and RIDOT costs to the tolling vendor
- » Provide the new Waterfront Drive Exit earlier in the project to provide continuous access to the East Side of Providence via Henderson Bridge when the Gano Street Ramp needs to be closed

ATC 1C: Revised Detours to Better Coincide With Henderson Bridge Staging

- » Proactively conduct capacity analysis to determine if potential capacity issues exist and to see if there are opportunities for coordination to improve operations over existing conditions
- » Utilize our inventoried signalized intersections along the key detour corridors to further improve coordination between the two projects
- » Capitalize on seamless coordination with Barletta and Aetna Bridge teamed already on the adjacent Henderson Bridge rehabilitation

Regional Traffic Simulation Model

- » Mitigate traffic friction points with VHB-developed regional model
- » Quantify delays and queues to make real-time adjustments to better respond to impacts from adjacent construction projects and ongoing traffic volume fluctuations
- » Synchronize traffic flow and detours for the Washington Bridge project with the other "Big Three" projects in the area—Route 6/10, Providence Viaduct, and Henderson Bridge

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4.1 Highway/Traffic/ Staging *(RFP 6.7.1)*

General Requirements *(RFP 6.7.1a)*

I-195 plays an important role in the regional transportation network and the economy. It is the primary corridor for east-west travel to Rhode Island from Southeast Massachusetts and Cape Cod spanning the Seekonk River and Providence River. Carrying 90,000 commuters per day into Providence, the importance of the Washington Bridge to the region cannot be overstated.

Our roadway design will adhere to the project requirements as described in the RFP and as shown in the BTC with some refinements to improve highway operations and safety and minimize utility relocations.

Limits of Work

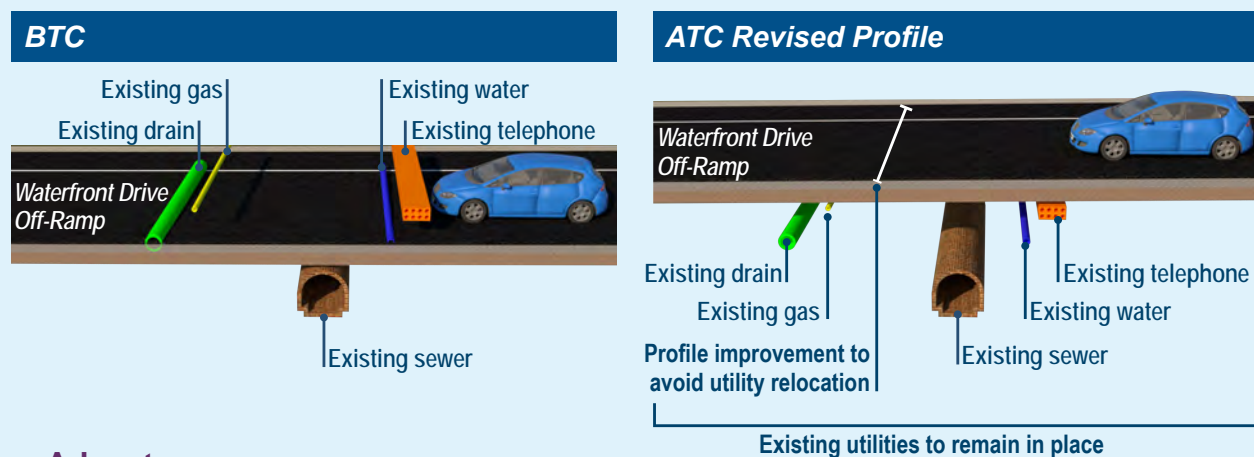
Our design limits of work for highway improvements match those in the BTC for I-195. The amount of work required at the Gano Street Off-Ramp is reduced, eliminating intersection work aside from pedestrian/bicycle improvements, and the relocated Gano Street On-Ramp falls within BTC project limits. The project limits are expanded for the Gano Street relocation for ATC 4 to connect to India Point. Limits for the Waterfront Drive Off-Ramp vary slightly from the BTC Plans by modifying the ramp and Waterfront Drive profiles and adding some work along Waterfront Drive to tie in vertically. While the changes expand the project limits from the BTC, this deviation meets or exceeds the design criteria and requires no additional ROW.

See **Figures 4-3** and **Figure 4-4** for ATC details at two of the key project locations.

Revised Profile to the Waterfront Drive Off-Ramp

The BTC proposed to undercut Valley Street with the Waterfront Drive Off-Ramp by approximately seven feet. Our ATC profile crosses Valley Street at existing grade, eliminating the relocation of existing telephone, sewer, gas, and water underground utilities.

Figure 4-3: Roadway Profile Enhancements to the Waterfront Drive Off-Ramp



Advantages:

- ✓ Eliminates need for utility relocations, minimizing overall utility Force Account costs to RIDOT
- ✓ Minimizes risk to RIDOT and schedule
- ✓ Provides increased vertical clearance

Gano Street On-/Off-Ramps

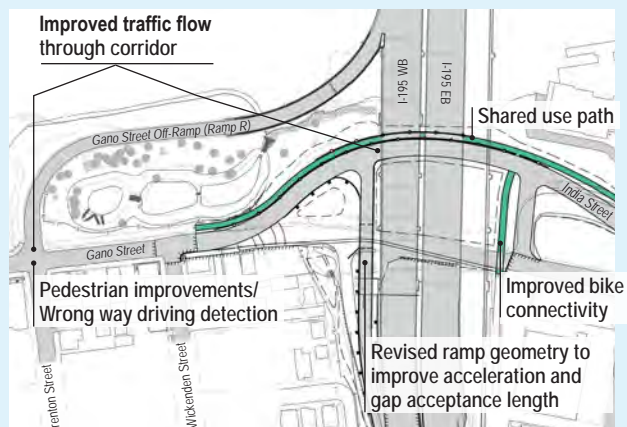
Our design will relocate Gano Street and the bike path under Washington Bridge to provide better connectivity to India Street. This geometric change of the on-ramps increases the acceleration and gap acceptance lengths of the merge on I-195 Westbound. Our design will leave the existing off-ramp intersection largely intact. With the elimination of the on-ramp at this intersection, traffic flow through this area will be greatly improved as compared to the BTC. Safety improvements to the intersection will include wrong way driving detection and pedestrian traffic signal equipment upgrades. Maintaining the existing intersection configuration allows for the utility poles to remain in place with no relocations needed.

In addition to these key areas, we made minor modifications to the striping along I-195 westbound at the Gano Street On-Ramp merge. The lane alignment was adjusted to provide acceleration and horizontal curves meeting design criteria. This will enhance the goal of relocating the on-ramp to give drivers entering I-195 better sight distance, improving the safety of the weave between this on-ramp and the South Main Street Off-Ramp. The new ramp will have a profile that joins adjacent I-195 traffic at a similar grade sooner than the existing ramp, improving sight distance at this merge. We will further improve sight distance by relocating the existing pylon at the end of the Washington Bridge to outside the new Gano Street On-Ramp bridge approach.

Design Exceptions

Our Team has reviewed the BTC and anticipates no additional Design Exceptions beyond those required by the BTC for left and right shoulder width. The shoulder widths are

Figure 4-4: ATC Reconfiguration of Gano Street Intersection



Advantages:

- ✓ Increased traffic flow through intersection
- ✓ Increased acceleration length for merging traffic
- ✓ Minimizes risk to RIDOT and schedule

non-compliant across the length of the bridge and bridge approaches. Design Exceptions will be completed in accordance with Rhode Island Highway Design Manual.

Interchange Justification Report Updates

ATCs 2 and 4 propose changes that would affect the Interstate System, and therefore need to be addressed in the Interchange Justification Report (IJR) developed for this project by RIDOT. ATC 2 proposes a slight reconfiguration to the new Waterfront Drive Off-Ramp, with an adjusted horizontal and vertical alignment that meets design standards while avoiding utility impacts. ATC 4 reconfigures the Gano Street On-Ramp to I-195 WB, including minimized utility relocations, reduced structure, and improved traffic operations and safety. These ATCs will either maintain or improve operations and safety on the ramps and the Interstate itself. Therefore, from our experience working with FHWA on similar efforts, the IJR is anticipated to be favorably received.

Survey and Mapping

Preliminary design will use the survey included in the BTC documentation, supplemented by LiDAR and UAS/drone imagery taken by VHB in March 2020. VHB has also developed a 3D terrain model of the study area to facilitate the design and aid in ramp plan/profile sections and highway alignment as well as utility avoidance and relocation where needed.

Following project award, VHB, Bryant Associates, and Welch Associates Land Surveyors will obtain any additional survey needed to optimize design accuracy and meet permitting requirements. Our Team includes two survey firms to minimize schedule delay and allow simultaneous survey efforts. Bryant will collect and plot utility data, right-of-way, and structural bridge survey, while Welch will document overhead wires and conduct bathymetric and wetland surveys.

Drainage and Stormwater

Our Team is very familiar with the area having just completed the drainage and stormwater design for the Henderson Bridge, immediately to the north of the project along the Seekonk River. Stormwater design for the project will reduce the quantity of direct discharge and improve the quality of the discharge into the Seekonk River. We will leverage our recent experience working with CRMC and RIDEM providing stormwater treatment on the Henderson Bridge Project.

We have completed preliminary stormwater design using *RIDOT Appendix A: Stormwater Management Plan Checklist & LID Planning Report*, and the RIDEM Water Quality Volume Calculation Worksheet. The Seekonk River is impaired and a pollutant loading analysis is required. Stormwater controls for water quality to address the pollutant loading requirements have been prepared and preliminary locations for BMPs are indicated on the plans. To meet the water quality goals, we plan several

bioretention areas and sand filters with sediment forebays. Since the acceptance of the RIDOT Linear Stormwater Manual in February 2019, we have implemented similar designs on several RIDOT projects.

The drainage design will include new closed drainage systems on the Gano Street and Waterfront Drive ramps. The drainage system along I-195 will be maintained, and all pipes and structures will be cleaned and flushed in accordance with the Consent Decree between RIDOT and the United States. Catch basins and manholes will be rebuilt with castings replaced in accordance with the RFP.

A preliminary layout of a closed drainage system has been completed for the new Gano Street and Waterfront Drive ramps in



Recently installed Sand Filter in accordance with RIDOT Linear Stormwater Manual for Wood River Bridge DB Project



Minimize Impacts:

Advantages of Stormwater Design

- » Achieves required removal of contaminants including nitrogen, bacteria, and other pollutants
- » Utilizes treatments and locations to simplify future maintenance
- » Fully captures and treats the required Water Quality Volume
- » Reduces runoff entering closed drainage system and direct discharge to the Seekonk River

accordance with RIDOT standards. These hydraulic calculations will be refined in final design to optimize the inlet spacing, pipe sizing, and gutter spread. A pipe network model will be created for the drainage system and adjacent utilities to avoid vertical utility conflicts and optimize design. Temporary drainage controls will be implemented throughout construction to manage runoff for the various bridge and traffic stages.

Landscape Features

Landscape and streetscape features will follow the recommendations of the RFP. Landscaping will be added to enhance the user experience of the project area for multimodal travelers. Selected landscaping will include native and durable plants and grasses suitable for the location as show in **Figure 4-5**. Planted stormwater BMPs will be selected in lieu of

structures or underground treatment systems to enhance the project's sustainability and view scape. Plantings will be selected to resist erosion and facilitate sedimentation to aid in reaching the water quality goals of the project.

Lighting

Much of the existing lighting features along I-195 will remain in place, as they have been upgraded to LED meeting the current standards. New lighting will be added to the Gano and Waterfront Drive Ramps and at Waterfront Drive and relocated Gano Street. The roadway lighting and associated electrical work will be designed and installed in accordance with RIDOT Standard Specifications and Standards, the National Electric Code, and the requirements of the RFP.

Figure 4-5: Landscape Concept for Gano Street Ramps Area, Incorporating Native and Durable Plants and Grasses





Streetscape and lighting for the RIDOT Coronado Road Project, led by VHB

Pavement Structure

The pavement structure from the BTC will not be modified. For roadways not shown in the BTC, the pavement structure will be in accordance with the RFP and RIDOT Materials requirements and the latest HMA Matrix.

Traffic Signage and Pavement Markings

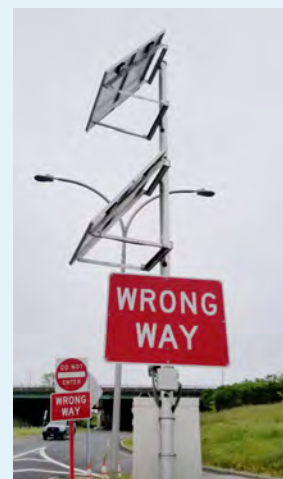
As part of ATC 1, we will advance restriping to provide a fourth lane between Broadway and Waterfront Drive along I-195 WB at the onset of construction, providing this added benefit early in the project. The signing and striping along I-195 and ramps will be upgraded to meet current MUTCD standards. New overhead signage will be added for the new Waterfront Drive Ramps while all other overhead sign panels will be updated to meet the latest retro-reflectivity standards.

Traffic Signals

As part of ATC 4, the Gano Street intersection configuration at the I-195 West Off-Ramp will not be modified to add the on-ramp. However, the existing traffic signal system will be upgraded, including pedestrian accommodations, to cross Gano Street and the Blackstone River Bikeway crossing. The signal system will include such enhancements as highly visible crosswalks, countdown timers, and audible tones for pedestrians.

Minimize Impacts: Wrong Way Driving

The new Waterfront Drive Off-Ramp and modified Gano Street ramps will include Wrong Way Vehicle Detection systems as well as enhanced signing and striping to deter wrong way maneuvers. VHB has assisted RIDOT with its Wrong Way Driving Mitigation Program and has successfully installed 25+ locations statewide. The same system is proposed for this project for compatibility with RIDOT's monitoring program.



Our design includes a traffic signal system installation at the Waterfront Drive intersection with the new off-ramp from I-195 west. The traffic signal poles will be galvanized and painted black (not fluted). In addition to the wrong way driving detection equipment being installed at this ramp, other enhancements such as UP ARROW signal indications and NO TURN signage can be placed on the mast arm for greater visibility to deter wrong way maneuvers.

ITS

VHB is experienced with ITS equipment installation statewide, including serving as the original designer for the fiber and Closed-Circuit Television (CCTV) cameras on the east side of Washington Bridge. This equipment will be removed and relocated to an area outside the limit of construction disturbance to the west where the camera views will be maintained with other equipment functionality meeting or exceeding current functionality. The new conduit and foundation infrastructure

will be designed and installed prior to taking the sites offline to minimize the downtime. The final equipment sites, functionality, and cut-over plans will be coordinated with RIDOT and the TMC.

Barrier

All permanent barrier to be installed on this project will meet the requirements as set forth in the AASHTO/FHWA Joint Implementation Agreement for MASH dated January 7, 2016.

Pedestrian and Bicycle Accommodations

Pedestrian accommodations that align with RIDOT's Highway Safety Improvement Program's STEP program will be applied to the two new intersections in the project. The Gano Street intersection will include pedestrian accommodations. The signal system will include enhancements such as highly visible crosswalks, countdown timers, and audible tones for pedestrians.

As part of ATC 4, we have modified the Gano Street/I-195 ramp geometry to shorten the pedestrian crossing back to

Urban Trail Enhancements

The COVID-19 pandemic has underpinned the need for increased access to bikeways and the urban trail network that serve walkers, cyclists, joggers, skateboarders, scooters, etc. Our Team has included enhanced connections to Providence's urban trail network in our approved ATC 4.

Figure 4-6: Urban Trail Enhancements



- 1** Under ATC 4, Gano Street is realigned to avoid a complex intersection with adjacent on- and off-ramps crossing a heavily used portion of the Blackstone River Bikeway. We will relocate the on-ramp, and the associated heavy crossing traffic, away from the popular urban trail users, resulting in a significant safety improvement for this crossing point.
- 2** This on-ramp relocation effectively flips the heavier Gano Street southbound turning volume (over 900 vehicles) to I-195 to be a right-turn with no urban trail crossing. Moving the urban trail to the river side of Gano Street means that this on-ramp traffic does not interfere with bikeway users—the conflict between on-ramp vehicles and crossing urban trail users is eliminated entirely.
- 3** Gano Street is relocated to pass under Washington Bridge Span 3 to tie into existing India Street to the south with the bikeway realigned to follow along the river. Aligning the bikeway along the river is an improved visual and aesthetic experience along the urban trail with a natural view and reduced noise level compared to the BTC.
- 4** The realignment of Gano Street creates a more intuitive and direct connection to the George Redman Linear Park, the India Point Pedestrian Bridge, and the Gano Street Gateway shared use path.
- 5** The existing pedestrian corridor is maintained along the current Gano Street alignment, providing a sidewalk beneath the new Gano Street On-Ramp

existing conditions, eliminating the on-ramp crossing. We will also upgrade the pedestrian signal equipment.

Temporary Traffic Controls

(RFP 6.7.1b)

Maintaining capacity and minimizing disruptions and travel times is a significant component of the project. I-195 and several arterials are critical infrastructure and will be the focus of the maintenance and movement of traffic throughout this project. We reviewed available traffic data and developed existing conditions traffic analysis models for the freeway and local street network. Our Team has experience in the study area from previous RIDOT, Statewide Planning, municipality, and private development projects and we bring a deep understanding of the issues these roadways experience—from both a qualitative and quantitative approach.

The number of lanes provided in our proposal meet or exceed those outlined in the BTC General TMP Restrictions Charts for both the freeway and local roadway network. Lane configurations on I-195 West during the staging of our design are similar to those provided in the BTC on the freeway. Our proposed staging will minimize the need for detours due to ramp closures, greatly reducing local road impacts. Detour and alternative routes will be analyzed, modified, and monitored throughout the project to mitigate additional congestion. Traffic control plans will be developed to MUTCD and RIDOT standards. These plans will include the layout of traffic control devices, signs, and lane arrangements.

Temporary Barrier

All temporary barrier to be installed on this project will meet the requirements as set forth in the AASHTO/FHWA Joint Implementation Agreement for MASH dated January 7, 2016. All temporary barriers manufactured after

December 31, 2019 will have successfully tested to the 2016 Edition of MASH (TL-3 and TL-4). All temporary barriers manufactured on or before December 31, 2019 that have successfully tested to NCHRP 350 (TL-3 or TL-4) or the 2009 Edition of MASH (TL-3 or TL-4), will be used throughout their normal service life.

Police Details

Police details will be used to facilitate safe and efficient traffic movements through lane closure or detour periods. Locations and time periods where police details are used will be coordinated with RIDOT. Police will be used per RIDOT guidance on high-speed facilities, such as I-195, and at any signalized intersections of other intersections with complex traffic maneuvers.

Minimize Risk: Approach to Minimize Traffic Details

Our Team understands the impact and risk to schedule the lack of detail availability has had on Route 6/10 and other large-scale projects. Our approach to traffic control will minimize the need for details to save cost to RIDOT and minimize schedule risk:

- » **Minimizing or eliminating the need for long-term detours**, such as Taunton Avenue On-Ramp. This will minimize the need for details along detour routes.
- » **Gano Street/I-195 West ramp intersection**. Modified design to minimize utility impacts and complete improvements at intersection quicker.
- » **VHB's signal fine-tuning expertise**. VHB has monitored and fine-tuned detour routes for other large-scale projects, such as 6/10, to make real time adjustments based on traffic flow changes during a detour or incident. This will minimize the need for details to manually control traffic signals in the study area.

Off-Site Signal Monitoring/ Monitoring Plan

VHB has extensive experience in the metro Providence area and an understanding of the alternative routes drivers take when there is construction or an incident on I-195 West. While it is important to review and monitor the signalized intersections along the official detour routes, it is equally important to expand this review to other routes that drivers typically use when congestion is greater than normal.

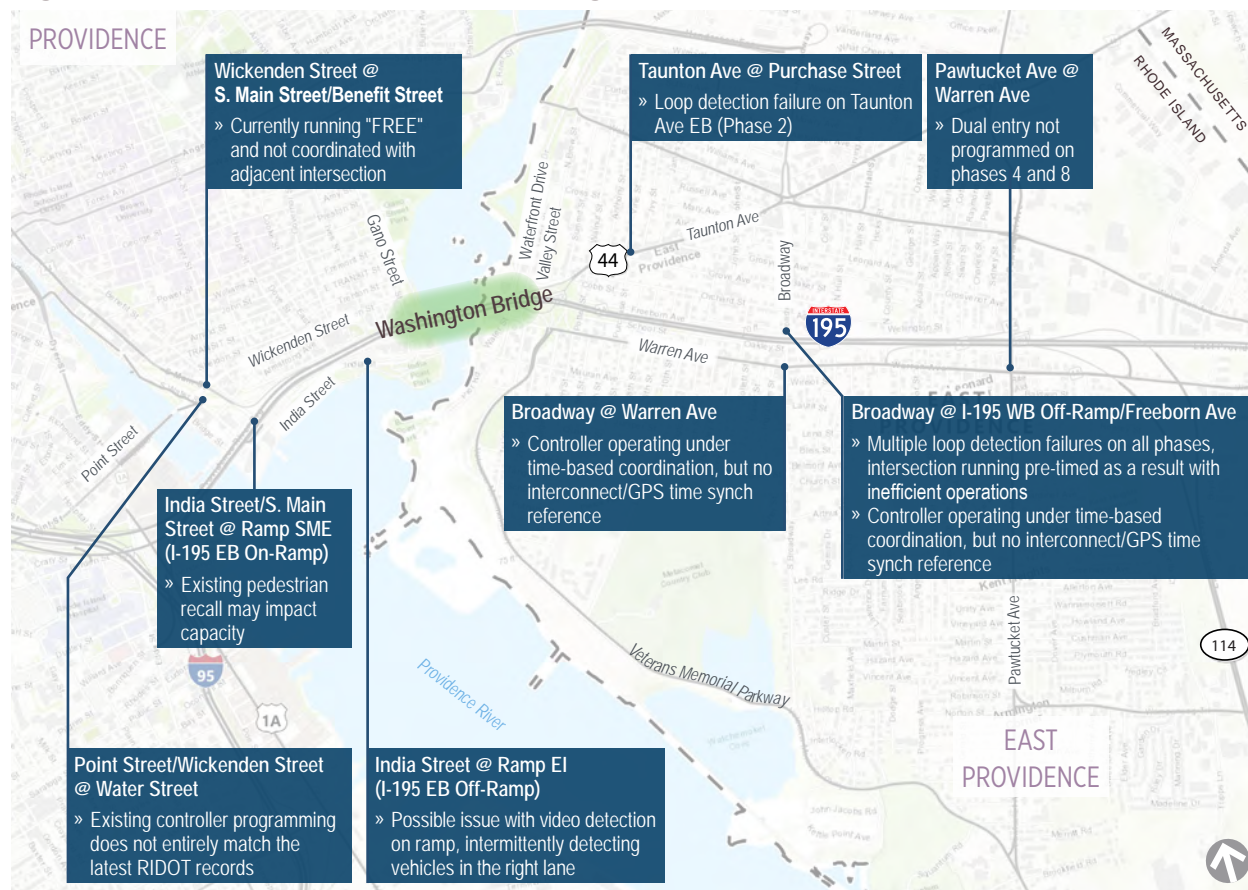
Similar to the Route 6/10 project, VHB has already inventoried the signalized intersections along the key corridors, as provided in the draft TMP. This provides RIDOT and the municipalities additional time to fix existing deficiencies prior to construction. This will also allow VHB to get a headstart on conducting a capacity analysis to determine if

potential capacity issues exist and see if there are opportunities for coordination to improve operations over existing conditions.

As part of the inventory, **VHB visited all of the signals listed in the RFP. Eight intersections were flagged with deficiencies that should be resolved prior to construction. Existing issues ranged from loop and video detection failures, controllers off coordination, pedestrian recalls in place, and other programming inconsistencies.** Resolving these issues is critical as most of these intersections are along a signed detour route and are projected to experience the highest diversion when construction commences. **Figure 4-7** identifies the major intersections that require attention.

VHB will include this data in a Monitoring Plan for submission to RIDOT, Providence, and East Providence for review. VHB is aware of

Figure 4-7: Critical Intersections Requiring Attention



the City of Providence's recent standardization of pedestrian recalls at all city-owned signalized intersections and will take this safety measure into account when developing the temporary signal timing adjustments.



Minimize Impacts: Route 6/10 Success Story

During Stage 1B of the Route 6/10 Project, the Broadway Off-Ramp from Route 6 East was closed, forcing vehicles to travel through historically congested Olneyville Square. Prior to the detour being in place, VHB inventoried the 10+ signals along the corridor and identified detection issues and other inefficiencies that could be easily rectified prior to the detour going live. VHB then analyzed the corridors and recommended coordination between the signals to improve progression. **This advance due diligence not only mitigated additional traffic along the detour routes, but also resulted in an overall decrease in travel times through Olneyville Square.**

Real Time Work Zone Traffic Information System

A key aspect of our approach to managing traffic will be a smart work zone involving a real-time work zone traffic information system (RTWS). Our Team has implemented similar systems on previous projects, such as the Route 79/I-195 Interchange DB in Fall River to monitor traffic and provide real-time updates to the traveling public. The RTWS provides real-time monitoring and collection of traffic data, such as volume, speed, and density, and can be used to evaluate temporary traffic control tactics. Our RTWS system will be integrated into the RIDOT TMC for 24/7 monitoring. This system will use RIDOT's existing ITS devices along I-195 West as a starting point and fill the gaps in coverage with RTWS equipment such as cameras that actively monitor traffic and provide excessive queue alerts.

Maintenance of ITS Incident Management System

VHB was the Lead Designer of the fiber communication in the project area and we will avoid disruption of communications during construction as much as possible. If there are incidents that requires a temporary connection, we will do so as outlined in the RFP.

Traffic Management Plan

(RFP 6.7.1c)

Our construction staging modifies the BTC for both the I-195 mainline and ramps, reducing travel times along I-195 West and minimizing the number of detours required, minimizing the traffic impacts to the traveling public.

Staging

I-195 West

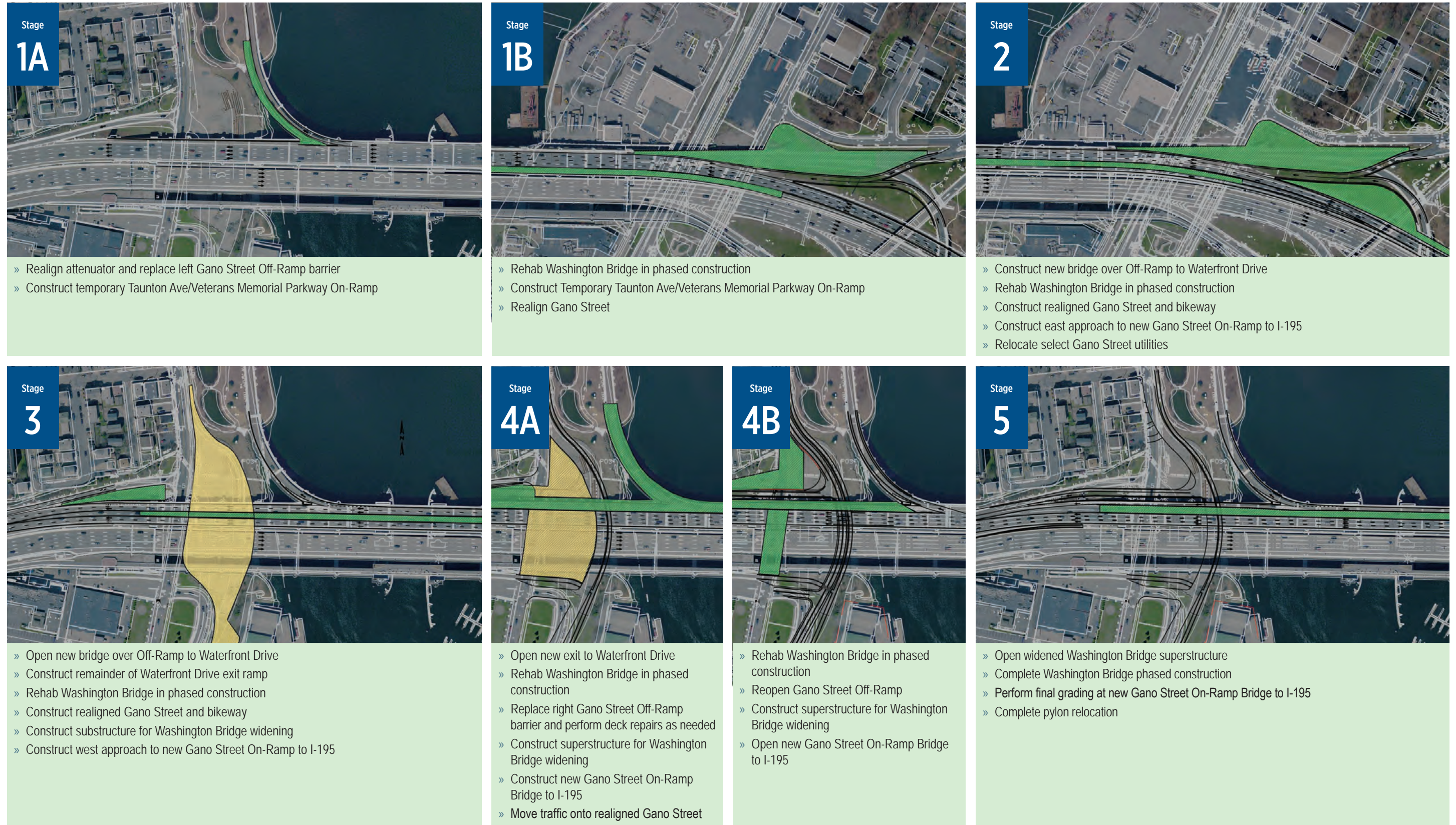
I-195 West is the major route for commuters, students, and visitors from East Providence, the East Bay communities, and southeastern Massachusetts. On an average day, the queue extends anywhere from two to three miles from Washington Bridge to the Massachusetts state line with a travel time of 17+ minutes in the morning peak period (7AM–9AM). The major causes of this queue are:

- » Traffic volume slightly over capacity approaching Washington Bridge
- » Weaving caused between the Taunton Avenue and Veterans Memorial Parkway On-Ramps and Gano Street Off-Ramps
- » Unbalanced lanes throughout corridor
- » Four to three lane drop at Broadway overpass

As shown in **Figure 4-8**, our construction approach generally follows the stages shown in the BTC on Washington Bridge with the exception that we plan primarily to work from

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Figure 4-8: Enhanced Staging | Our Team's proposed staging, which generally reverses the order from the BTC staging (work south to north vs north to south) Our staging provides the new Off-Ramp to Waterfront Drive earlier in the project. This subsequently provides continuous access to the East Side of Providence via the Henderson Bridge during a later stage when Gano Street Off-Ramp needs to be closed for rehabilitation. Additionally, this alternative staging provides opportunities for early Washington Bridge rehabilitation and Waterfront Drive bridge construction as an early release package. This packaging and sequencing allows the new Gano Street On-Ramp design and permitting to progress toward approvals while early construction is ongoing.



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south to north to sequence construction in concert with design and permitting approvals and provide the new Waterfront Drive exit earlier.

As shown in **Figure 4-8**, Stages 1B and 2, our Team also made modifications to the Taunton Avenue and Veterans Memorial Parkway On-Ramps and on the I-195 Washington Bridge West approach:

- » Maintain access to Taunton Avenue On-Ramp open throughout project
- » Provide fourth lane between Broadway and new Waterfront Drive Off-Ramp

VISSIM and SYNCHRO files for any modifications to the BTC are included in **Appendix F: Traffic Analysis Files**.

Figure 4-9 lists the amount of traffic processed by each construction stage, comparing the BTC to ATC 1. As shown, our staging allows for traffic volumes to be processed similar to or greater than the BTC staging. These calculations were based on VISSIM analysis run for each stage of the BTC and the ATC. The existing conditions

VISSIM (provided by RIDOT) was used as the baseline for both the BTC and ATC staging analyses.

We have demonstrated that our ATC is comparable to the BTC in terms of traffic volumes processed (Figure 4-9) and provides added capacity in three of the five stages.

Figure 4-9: Processed Traffic Volumes—BTC/ATC Comparison

Stage	BTC (vph)	ATC (vph)	Comparison = comparable + better
BTC Stage 1/ ATC Stage 5	7,070	7,051	=
BTC Stage 2/ ATC Stage 4	5,803	6,066	+
BTC Stage 3/ ATC Stage 3	5,883	5,812	=
BTC Stage 4/ ATC Stage 2	5,138	6,035	+
BTC Stage 5/ ATC Stage 1	6,947	7,057	+

Minimize Impacts: Regional VISSIM Model

VHB has developed a regional traffic simulation model to quantify delays and queues to allow RIDOT and our team to make real-time adjustments to better respond to impacts from adjacent construction projects.

The model will help synchronize traffic flow and detours for the Washington Bridge project with the “big three” projects in the area—Route 6/10, Providence Viaduct, and Henderson Bridge. This model also includes local arterials to cover detour routes to include the Angell Street and Waterman Street areas to assist in coordinating with the Henderson Bridge project.

While there is significant historical traffic data available along I-195, there may be gaps along the local street network. VHB has developed a transportation planning tool that combines Big Data analytics and traditional



traffic analysis to estimate traffic data at specific intersections, when vehicular traffic is at a minimum. Known data sources such as INREX and HERE data are used for real-time data aggregation and processing. VHB can use this methodology to estimate reliable counts at locations where historical data may not be available or is dated.

Lane Closures

All roadway and lane off-peak closures will be consistent with the BTC General Restrictions Charts, provided in **Appendix B: Draft Traffic Management Plan (TMP)**. We have reviewed RIDOT’s historical traffic count station data along I-195 West and have estimated the off-peak hour windows that will align with the 1,600 vehicles per hour per lane threshold.

Detours

Prior to beginning any detour, we will perform an analysis to assess the traffic signals along the detour routes and potential alternative routes (unsigned detours) to determine the level of impacts to traffic.

Corridors Impacted by Diverted Traffic

There are several critical corridors (**Figure 4-10**) in the project area that will be impacted.

Figure 4-10: Corridors Impacted by Diverted Traffic

Road	Key Issues
Taunton Avenue	<ul style="list-style-type: none"> » Commuter route to access I-195; business route, East Providence City Hall, RIPTA Route 33 » 2,000 vehicles during the peak hour, heavily congested between North Broadway and I-195
Warren Avenue	<ul style="list-style-type: none"> » Commuter route to access I-195; numerous businesses & residential, RIPTA Route 32/34 » 1,700 vehicles during the peak hour, heavily congested at intersection with Broadway
Veterans Memorial Parkway	<ul style="list-style-type: none"> » Commuter route to access I-195 from Riverside; mostly residential » 2,000 vehicles during the peak hour, mostly free flow until on-ramp to I-195
Broadway	<ul style="list-style-type: none"> » Commuter route to access I-195; numerous businesses & residential, RIPTA Route 32 » 2,200 vehicles during the peak hour, heavily congested at intersection with Warren Avenue and I-195 west ramps

Minimize Impacts: Traffic Synchronization with Adjacent Projects

Reconstruction of Route 6/10 Interchange—The majority of significant traffic impacts will have already occurred by the time Washington Bridge is in construction, and we do not expect a regional impact between the two projects. There should be a slight benefit to the I-95/I-195 interchange when the missing movements from Route 10 North to Route 6 West is provided in 2022. This will divert 1,000+ vehicles during peak hours from the I-95/I-195 interchange, which will relieve the current queues that impact the Washington Bridge work zone.

Providence Viaduct, I-95 Northbound—This project’s overall schedule aligns with the Washington Bridge timeline. The Viaduct must maintain exiting travel lanes during peak periods, therefore we do not anticipate impacts from the Viaduct to spill into our study area. The two projects will share some of the same impacts to local street network, including corridors such as South Main Street and Memorial Blvd. Our Team will coordinate with the Viaduct’s schedule once developed.

Henderson Bridge Reconstruction—The Henderson Bridge serves as the main alternative route when there is an incident along I-195 West, therefore schedule coordination between this and Washington Bridge is critical. Barletta is the contractor for the Henderson Bridge project. That overall schedule aligns with the Washington Bridge timeline, and our staging has considered the staging at the Henderson Bridge, including the following modifications:

- » Minimizing or eliminating the need for long-term detours, such as the Taunton Avenue On-Ramp.
- » Installation of Waterfront Ave intersection with new I-195 west Off-Ramp.
- » Gano Street Off-Ramp Closure. Our staging has moved the closure of Gano Street to one of the last stages.

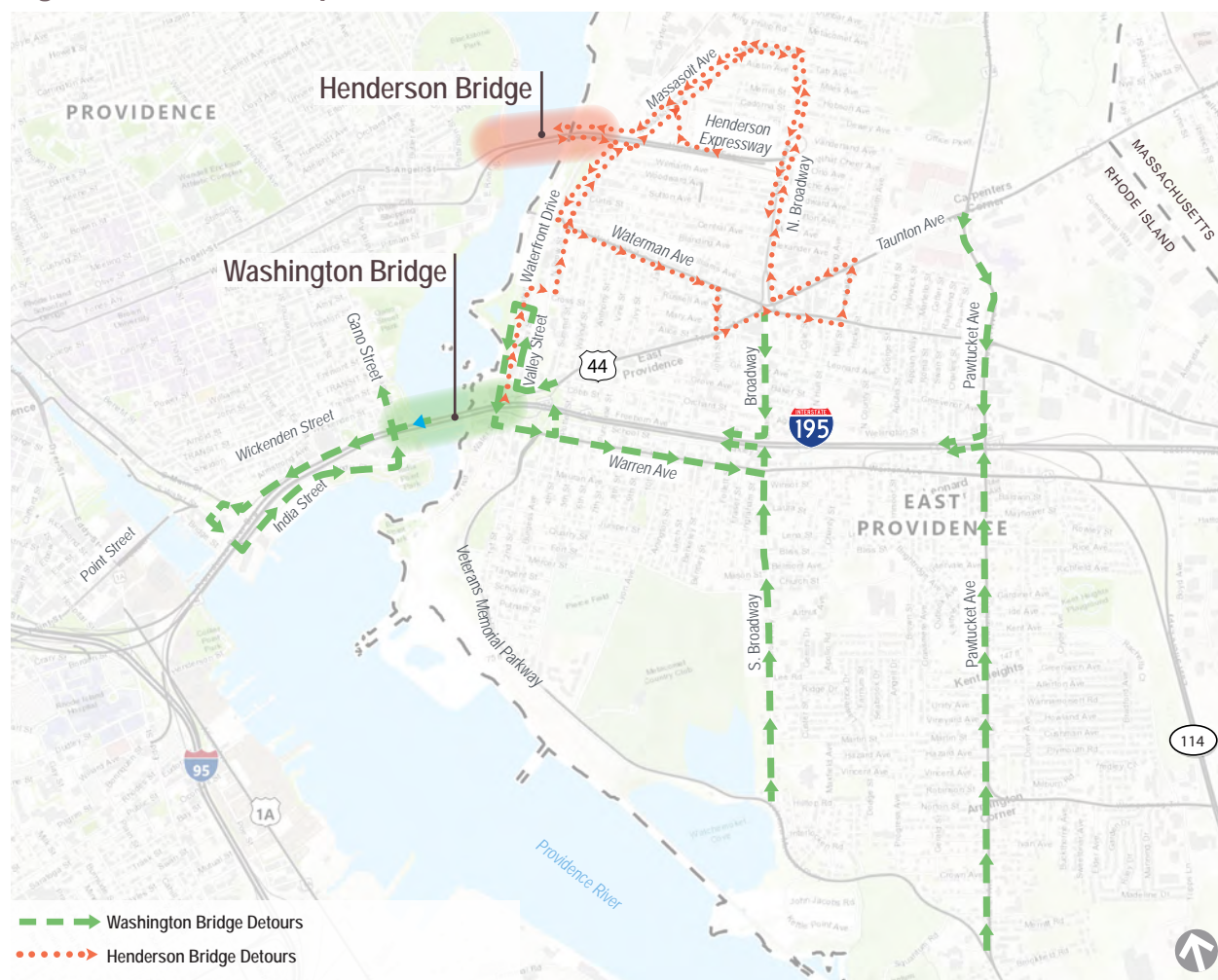
For any location with significant increases in delay or queues, we will work with RIDOT on mitigation measures, such as signal timing modifications and lane use changes, to implement prior to rerouting vehicles. A traffic monitoring plan will also be prepared, which will include details of the locations to be monitored, how monitoring will be accomplished, the duration of the monitoring, and how additional mitigation measures will be implemented.

As discussed in the previous section, we eliminated the need for a long-term closure of the Taunton Avenue On-Ramp. A detour plan is still provided for any off-peak or short-term closure. **By eliminating the need for a long-term closure, it is estimated that up to \$500K in user delay costs will be saved over the duration based on the BTC.**

This will provide flexibility in the construction of the Waterfront-Valley connector road. Per the draft TMP included in the RFP, the connector road will be constructed prior to the closure of the Taunton Avenue On-Ramp. **With the elimination of this long-term closure, any permit-related delays from the connector will not affect the construction of the Waterfront Drive Off-Ramp.**

We will pay close attention to avoiding any overlapping detours with the Henderson Bridge project. Both projects have similar construction timeframes and it is critical to not overload any given corridor with multiple detour routes. As shown in **Figure 4-11**, we will work to provide detour routes for this project that do not conflict with the Henderson Bridge project.

Figure 4-11: Detour Map



Detour Critical Intersections/Hotspots

We advanced preliminary analysis of the major detour or alternative routes to identify hotspots along the corridors. Even though we only have the Gano Street Off-Ramp as a long-term closure, given the reduced capacity along I-195 west, VHB performed a sensitivity analysis along all possible detour routes as vehicles may plan to divert to other on-ramps to access I-195. The draft TMP included in the **Appendix B** includes a summary of our initial findings.

Pedestrian and Bicycle Access

Pedestrian accommodations will be maintained during construction. For all roadways where pedestrians are allowed, such as Gano Street, a minimum of one sidewalk will remain open at all times. The Blackstone River bikeway alignment, south of the Gano Street Off-Ramp, will be temporarily impacted by the construction of the Gano Street On-Ramp. To maintain access to this shared use path, we are proposing to realign this short segment slightly south to avoid the new pier and maintain continuous access for bicycles and pedestrians.

Staging Duration

Our staging duration is outline in our schedule provided in Appendix D. As shown, with our revised staging of working primarily south to north versus north to south on Washington Bridge, we can complete the Waterfront Drive Off-ramp prior to closing the Gano Street Off-ramp. This allows Gano Street traffic to use the new Waterfront Drive ramp when it is completely closed as well as when I-195 west cannot access it in Stage 4.

Concept Plans *(RFP 6.7.1d)*

See **Appendix D** for the full concept level plans including the modifications to the BTC.

Coordination of Construction Staging and Toll Gantry Installation Project *(RFP 6.7.1e)*

As part of the Tolling Project DB Team, Aetna Bridge has regularly provided updates on the toll gantry installation plans and schedule. Understanding that the new gantry is operational, we preliminarily provided a temporary lane configuration that has been designed to avoid lane shifts in the final four of our five phases within 100 feet of the gantry. We anticipate a camera shift will be required upon completion of the project to align with the new Gano Street On-Ramp.

Additionally, within 100 feet of the gantry, we have made sure that all temporary lanes are not split or bifurcated on the gantry approach and all milling operations will be completed within the same workday. Our Team will provide the required 30-day notice prior to any long-term lane shifts or closures and 48-hour notice prior to short-term lane shifts or closures to the RIDOT Tolling Section.

Traffic Synchronization

Our Team is fully aware of the major construction projects in the metro Providence area that have an impact to traffic flow (**Figure 4-12**). We have direct involvement with the three largest construction projects—Reconstruction of Route 6/10 Interchange, Providence Viaduct Northbound, and Henderson Bridge Reconstruction. We will coordinate traffic impacts with the other project activities stage by stage. **VHB has a VISSIM traffic analysis model already developed that includes all four projects.** This model can test different scenarios of staging and closures as the project progresses. It can also model new scenarios that may come up over the project timeline.

Figure 4-12: Area Construction Coordination and Stakeholder Outreach—Mitigating Overlapping Construction Detours



Construction Phasing Synchronization for "The Big Three"

- 1 Reconstruction of Route 6/10 Interchange
- 2 Providence Viaduct NB Interchange Reconstruction
- 3 Henderson Bridge/Waterfront Drive Reconstruction

Construction Phasing Synchronization for Local Projects

- 4 Broad Street/Broadway Bridge Repair
- 5 Angel Waterman Signal Systems
- 6 Wayland Square Enhancements
- 7 East Providence Industrial Buildout
- 8 East Providence Waterfront Plan
- 9 Watchemoket Square Revitalization
- 10 Veterans Memorial Parkway Corridor

Key Stakeholders

- » Brown/RISD
- » City of East Providence
- » City of Providence
- » RIPTA
- » Seekonk River Watershed Alliance
- » East Providence Waterfront District Commission
- » State Historic Preservation Office (SHPO)
- » Wayland Square Neighborhood Association
- » Fox Point Neighborhood Association

4.2 Bridge, Retaining Walls, and Other Structures

(RFP 6.7.2)

Approach to Design and Construction of Bridges and Retaining Walls (RFP 6.7.2a)

Waterfront Drive Bridge

In evaluating alternatives to the BTC, we looked for opportunities to provide resilient structures and reduce RIDOT's long-term maintenance costs, while keeping traffic moving during construction. On the Waterfront Drive Bridge, these elements were key in developing our ATCs 2 and 3 that provide RIDOT with improvements in all those areas.

We reviewed the geotechnical data of this area and determined deep foundations are not required for this bridge location. As a result, our ATC 3 supports the new bridge on precast or cast-in-place stub abutments on MSE walls in place of the BTC's deep foundation.

Revised grading allows us to construct all approach and return walls in the single construction phase while traffic is on the ATC 2 temporary ramp. The only remaining work after on-ramp traffic is moved back onto the new bridge alignment is to demolish the temporary ramp, regrade, pave, and open the new off-ramp. No additional walls are required to retain the slopes to the south of the planned SOE line.

Our accelerated bridge construction (ABC) substructure construction method using MSE walls to support the stub abutments (**Figure 4-13**) has been successfully implemented by our team on other RIDOT projects, including the Route 6/10 Interchange and Louisquisset Route 146/116 DB projects.

Maximize Value: Benefits of MSE Walls

Figure 4-13: MSE Wall Visualization



Using MSE walls allows us to **build the substructure quickly**. Additionally, our proposed wall's exposed surface area has **decreased by approximately 50%**, further accelerating the schedule and reducing long-term maintenance costs for RIDOT.

We have preliminarily sized seven W36 rolled beams varying in length from 84 to 94 feet with partial-length cover plates. We evaluated steel beam erection and determined crane locations did not need to impact any ramp traffic. The new beams can be erected from the north work zone away from the interstate beginning with stringer S-7 and continuing beam by beam toward the north.

ATC 3's framing plan reduces the final deck width, number of beam lines from eight to seven, and subsequent number of bearings, while maintaining all BTC-required lane and shoulder widths to reduce long-term maintenance costs for RIDOT (see **Figures 4-14** and **4-15**).

We created a 3D model to assist in developing ATCs. Our 3D model identified that the required 14'-3" vertical clearance provided in BTC plans was only provided at the baseline. Due to the bridge skew, bridge on-ramp cross-slope, and Waterfront Drive off-ramp cross-slope beneath the bridge, the vertical clearance was not met at critical corners.

Figure 4-14: Waterfront Drive Off-Ramp Bridge Typical Section

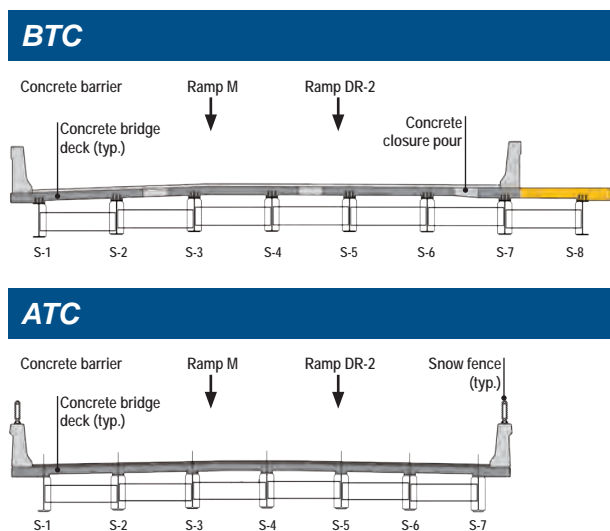
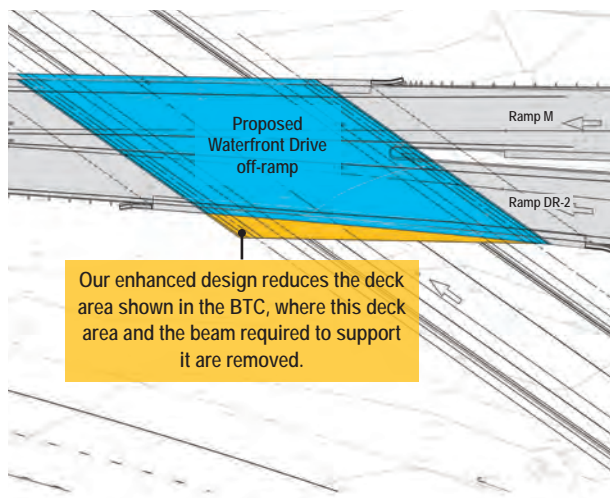


Figure 4-15: Waterfront Drive Off-Ramp Bridge Reduced Superstructure



In developing our ramp profile, we raised the bridge to meet RIDOT's 14'-3" vertical clearance criteria at all locations.

Additionally, we further raised the new bridge profile and adjusted the exit ramp grade below to **eliminate time-sensitive Valley Street gas, sewer, water, and telephone utility relocations, removing third-party delay risks from the schedule.** To make these grade changes, Waterfront Drive will need

to be raised in the area of the new exit ramp intersection. Seismic Zone 1 detailing will be provided for this simple span bridge.

Washington Bridge No. 700 Rehabilitation and Widening

The superstructure drop-in spans and cantilevers above the columns will be rehabilitated to achieve a rating above 1.0 for all design, legal, and permit loads. Superstructure repairs will be constructed in phases, with link slabs installed at the 13 fixed joint locations. During the design phase, we will continue developing and using our 3D design model to evaluate and develop solutions for phasing these repairs. Building on Aetna Bridge's construction experience and VHB's design approach implemented for FRP Beam strengthening on RIDOT's Goat Island Bridge Emergency Repairs project in Newport, we will develop an approach and details for wrapping the existing prestressed precast concrete beam ends to help protect them from further deterioration.



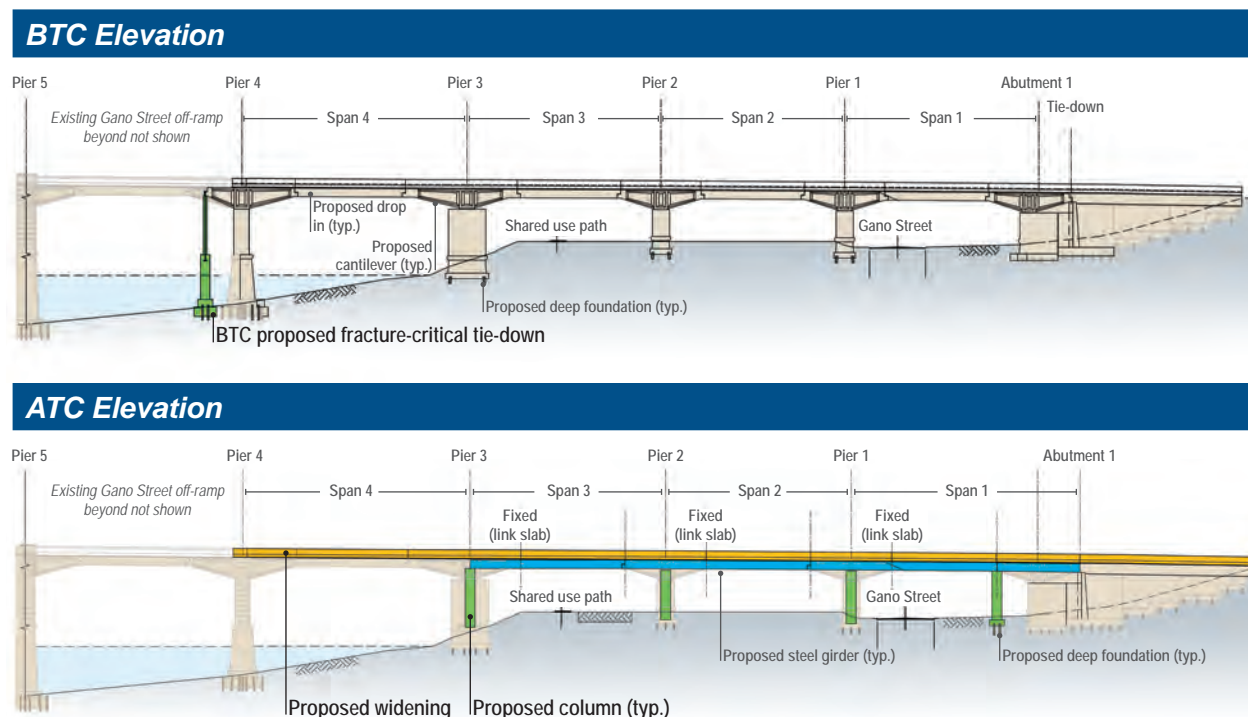
Preliminary analysis indicates that if expansion joints were also replaced with link slabs, the temperature forces that would be locked in the superstructure will cause added stresses to the prestressed and post-tensioned beams that impact their load rating and have a trickle-down effect to bearings and substructures.

We are proposing Emseal BEJS and Emcrete headers constructed in phases for the expansion joint locations as shown in ATC 9. Emseal joints in conjunction with the fiber-wrapped beam ends at expansion joints will provide protection from joint leakage to achieve the 25-year design life.

Between the existing Gano Street Off-Ramp and the new Gano Street On-Ramp, our ATC 8 widens the bridge superstructure with a single beam line to provide a constant 68' curb-to-curb cross section in this area to meet the project goal of carrying five lanes across the bridge. ATC 8 uses steel shiplap beams as a lighter alternative to the prestressed beams. This lighter superstructure, combined with the reduced widening and required arch removal reduce the loads to the existing piers, eliminating the need to supplement piles at the existing piers.

We have replaced the fracture-critical tie-down on the east side of Pier 4 with a new column support to balance the shiplap spans within existing Span 1 (see **Figure 4-16**). This modification **eliminates all foundation work in the Seekonk River and removes this fracture-critical item requiring annual inspection, allowing this element to be inspected biannually with the rest of the bridge's inspection cycle, saving RIDOT in long-term maintenance costs**. The new foundation for ATC 8's Pier 1A will be supported using high-capacity drilled micro piles (DMPs) due to the clearance constraints. The high-capacity DMPs are more easily installed than H-piles due to the overhead clearance issues presented by working under the existing bridge and lessen the noise and vibration impacts from pile installation. Seismic retrofitting already installed will be retained and the new widened portion will be detailed based on AASHTO LRFD design requirements.

Figure 4-16: Washington Bridge Widening Elevation



We will test the existing bridge piers 14 through 17 early in the design phase for chloride content to identify the extent of work required at these locations. We have already begun coordinating with a vendor that will both test the piers and perform the electrochemical chloride extraction if testing proves this activity is warranted.

The existing pylon will be removed from its current location during phased widening of the existing Washington Bridge, stored temporarily during construction, and reinstalled along the northwest new Gano Street On-Ramp approach.

Gano Street Off-Ramp

The rehabilitated bridge superstructure will receive new MASH F-shaped barriers, with TL-4-designed connection to the existing superstructure (see **Figure 4-17**). **The bridge will remain open during the replacement of the west barrier, and be closed during the deck-over-backwall joint rehabilitation and east barrier replacement to minimize the Gano Street Off-Ramp closure duration.** VHB is experienced in developing an approach to barrier replacement, as VHB is assisting RIDOT in developing the MASH Barrier Standards for bridges and highways as part of its On-Call Traffic Contract. Additionally, VHB upgraded the Washington Bridge No. 700 barriers to TL-5, constructed by Aetna Bridge in 1996, the first application of such barrier in Rhode Island.

The bridge load rating will be updated to reflect the new barrier configuration.

Gano Street On-Ramp

The BTC's new Gano Street On-Ramp consisted of a new curved three-span bridge that roughly mirrored the existing off-ramp. **Our ATC 4 realigns Gano Street to significantly reduce the initial infrastructure and long-term maintenance costs.** With the new alignment, we provide a simple-span approximately 42-foot-long bridge on a straight alignment over the Gano Street existing and relocated underground utilities, providing utility maintenance and pedestrian access via a new sidewalk. Approximately 10'-10" vertical clearance is provided over the utility corridor and sidewalk, exceeding the 10' pedestrian minimum clearance per the AASHTO Guide for the Development of Bicycle Facilities Section 5.2.10.

New concrete abutment foundations will be pile-supported and prefabricated MSE wall components will be used to wrap the abutments and for approach walls. The approach walls will be constructed in stages. Initially, a temporary wire grid MSE wall will be constructed alongside the existing Gano Street On-Ramp to maintain traffic while approach grades are built up. Then, once the ramp traffic is relocated onto the permanent bridge, final approach grading and Washington Bridge pylon relocation will be completed,

Figure 4-17: Gano Street Typical Barrier and Deck Rehabilitation

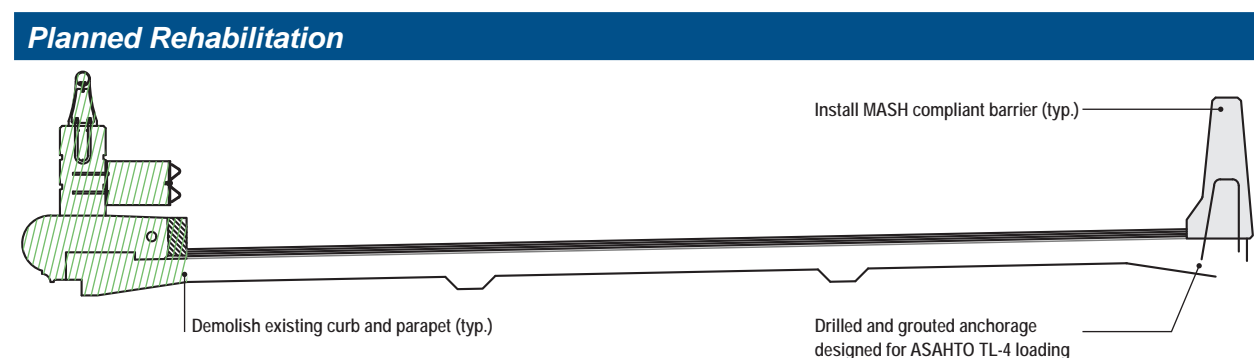
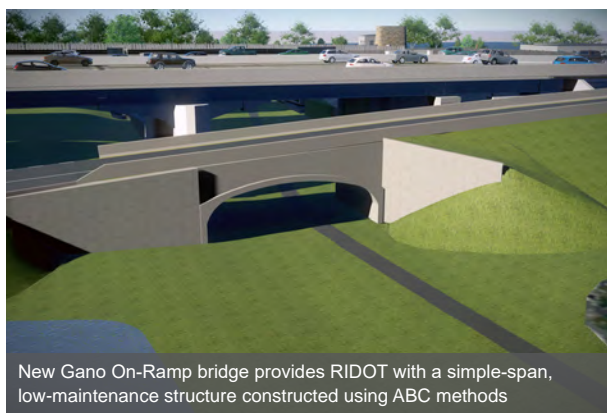


Figure 4-18: Gano Street Visualization



New Gano On-Ramp bridge provides RIDOT with a simple-span, low-maintenance structure constructed using ABC methods

minimizing the final wall extents as practicable with 2H:1V slopes. Lightweight fill is planned as backfill for the new on-ramp abutments and in areas where impacts to the existing buried foundations and utilities require settlement mitigation. The deep foundation supporting the new bridge has been set to minimize SOE and avoid existing and relocated utilities that remain.

The Gano Street On-Ramp Bridge developed as part of ATC 4 consists of a single span three-sided precast concrete arch structure erected as prefabricated components on the new pile-supported footing. Traffic will be relocated to the new Gano Street alignment prior to the erection of the new superstructure. With traffic off of existing Gano Street, the superstructure can be erected during normal work hours using cranes in the area adjacent to the new bridge.

Approach to Design and Construction of Bridges and Partial Bridge Demolitions

(RFP 6.7.2b)

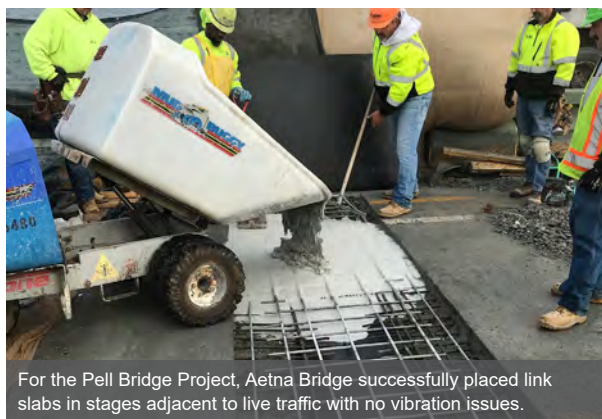
To accelerate construction and release steel in ERC packages, Commonwealth and VHB will perform independent steel and camber designs as added quality review during the design phase. Construction of new bridges will be sequenced in accordance with our

revised phasing; special considerations such as crane placement during erection, SOE needs during foundation construction, and bikeway modifications for pier construction are described earlier.

Demolition of joints on Washington Bridge, repairs to the bridge deck, FRP wrapping of beam ends, and installation of link slabs and expansion joints will occur in phases working from the high-speed lane to the low-speed lane (south to north), maintaining the required travel lanes during each phase.

We will leverage Aetna Bridge's recent experience on the Pell Bridge, where the deck was repaired using hydrodemolition with a screen on top of the barrier to protect adjacent live traffic. Localized demolition was completed within approved limits and sawcut for final hand-chipping. Link slabs were placed in stages adjacent to live traffic and vibration did not cause any issues.

Where the existing bridge is to be widened, high-capacity drilled micropiles will be installed at the new Pier 1A foundation to minimize vibration and impacts to the existing utilities and noise impacts to nearby stakeholders.



For the Pell Bridge Project, Aetna Bridge successfully placed link slabs in stages adjacent to live traffic with no vibration issues.

The bridges will consist of:

1. Foundations

- » MSE wall and stub abutments for Waterfront Drive Bridge
- » MSE wall and pile-supported (DMP) foundations for new Gano Street On-Ramp
- » Pile-supported (DMP) new Pier 1A for Washington Bridge No. 700 Widening
- » No existing foundations require supplemented piles

2. Superstructures

- » Steel rolled beams with partial-length cover plates for Waterfront Drive Bridge
- » ABC precast concrete arch span for new Gano Street On-Ramp
- » Shiplap steel plate girders for Washington Bridge No. 700 Widening
- » All steel beams will be metalized. Exterior beams will also be painted and interior beams will be clear seal-coated

3. Bearings

- » Elastomeric pads for Waterfront Drive On-Ramp and Washington Bridge No. 700 Widening

4. Joints

- » Emseal Bridge Expansion Joint System including Emcrete concrete joint header for the Waterfront Drive Bridge, Gano Street Off-Ramp and Washington Bridge 700 expansion joints
- » Link slabs to remove fixed joints on Washington Bridge No. 700
- » Integral/buried structure on Gano Street On-Ramp (no transverse joints)

Accelerated Bridge Techniques

(RFP 6.7.2c)

We have reviewed the geotechnical constraints on the east approach to the Washington Bridge and determined that shallow foundations are appropriate for the new abutments as shown in ATC 3. With this in mind, our design

incorporates Accelerated Bridge Construction (ABC) elements with the Waterfront Drive bridge substructure construction, using MSE-supported stub abutments (see **Figure 4-19**, next page). Additionally, the Gano Street On-Ramp features MSE approach walls and ABC precast concrete arch units to accelerate approach construction.

Measures to Achieve Service Life (RFP 6.7.2d)

Our design and construction will provide 75-year service life on new structures and 25-year service life on rehabilitated bridges.

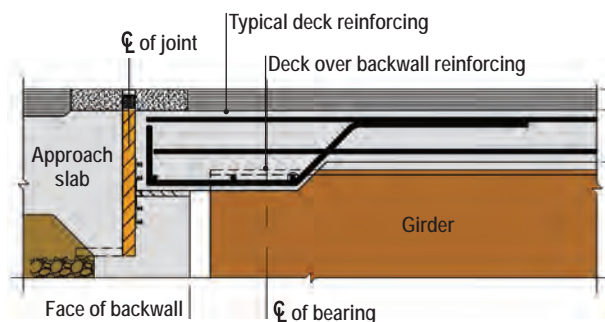
» **Washington Bridge No. 700 Rehabilitation:**

The implementation of link slabs and FRP beam end protection will extend the life of Washington Bridge by eliminating fixed joint locations where joint leakage over time causes deterioration of the existing beam ends. Where link slabs are not planned, beam ends will be wrapped with FRP and joints will be replaced with Emseal to provide a minimum 25-year service life.

» **Gano Street Off-Ramp Rehabilitation:**

Measures to achieve the required service life include deck repairs and joint replacement, including extending the deck over the abutment backwall (see **Figure 4-20**).

Figure 4-20: Deck Over Backwall



» **Waterfront Drive and Gano Street On-Ramp Structures:**

The new structures will be designed in accordance with the latest version of the AASHTO LRFD Bridge

Design Specifications to provide a 75-year service life. Waterfront Drive Bridge will include resilient deck over backwall details to protect beam ends from joint leakage and include jacking stiffeners to provide a future jacking point for bearing replacement as needed during the life of the structure. Gano Street On-Ramp will be an integral precast structure, protected with waterproofing on all three sides to maximize protection from roadway salts.

Coordination of Construction Staging and Toll Gantry Installation Project (RFP 6.7.2e)

The BTC detours the Taunton Avenue On-Ramp during construction of the new Waterfront Drive bridge. Our ATC 2 solution avoids this closure without negatively impacting the project schedule (see **Figure 4-21**). To keep both on-ramps open and mitigate impacts to East Providence local streets, we plan to regrade and shift the on-ramps from both Taunton Avenue and from Veterans Memorial Parkway onto a new temporary ramp constructed to the south to

Figure 4-19: Waterfront Drive Off-Ramp Wall Design Benefits

Our revised wall design layout allows for the entire structure to be constructed in a single phase and **reduces the overall exposed face wall area by approximately 50% from the BTC**, accelerating construction, while decreasing RIDOT's long-term maintenance costs.

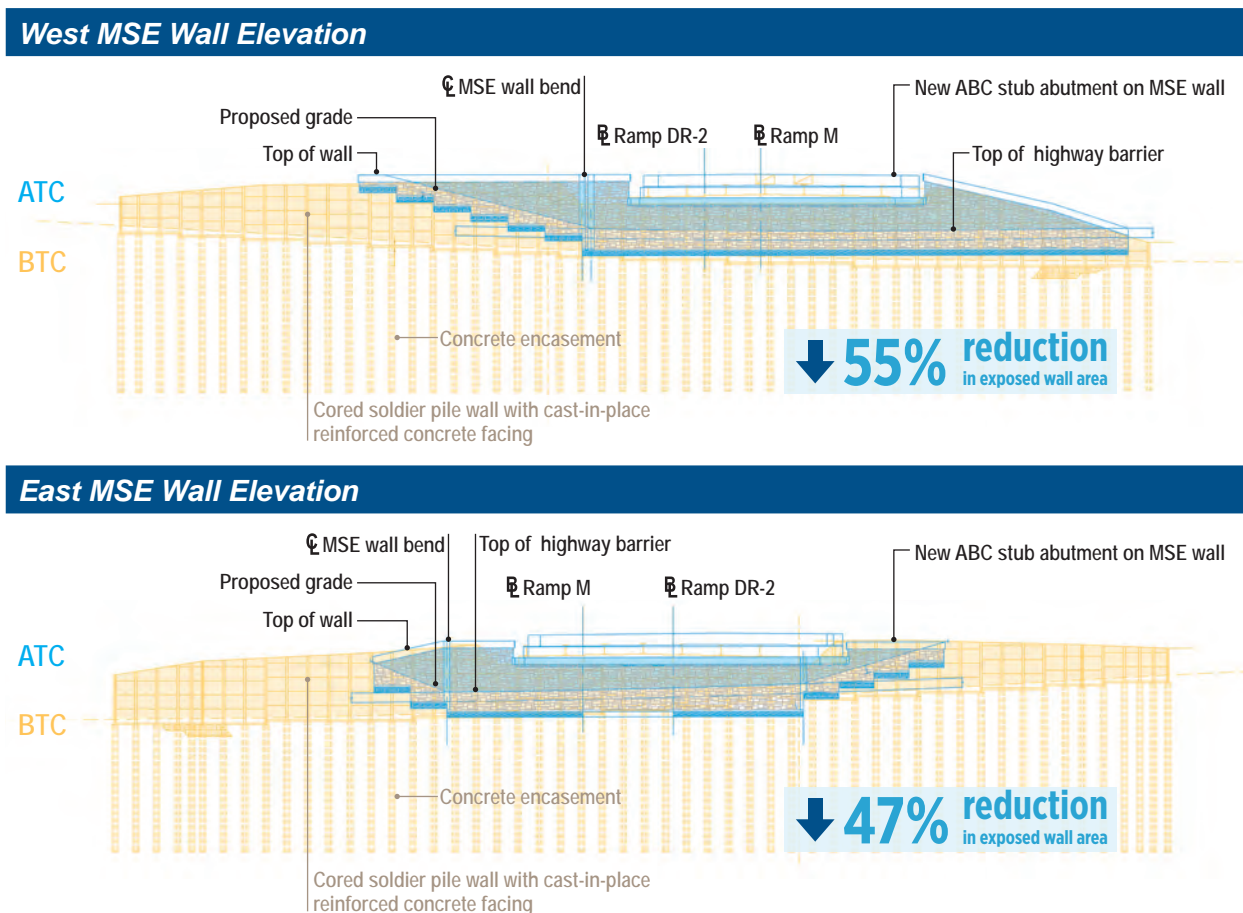
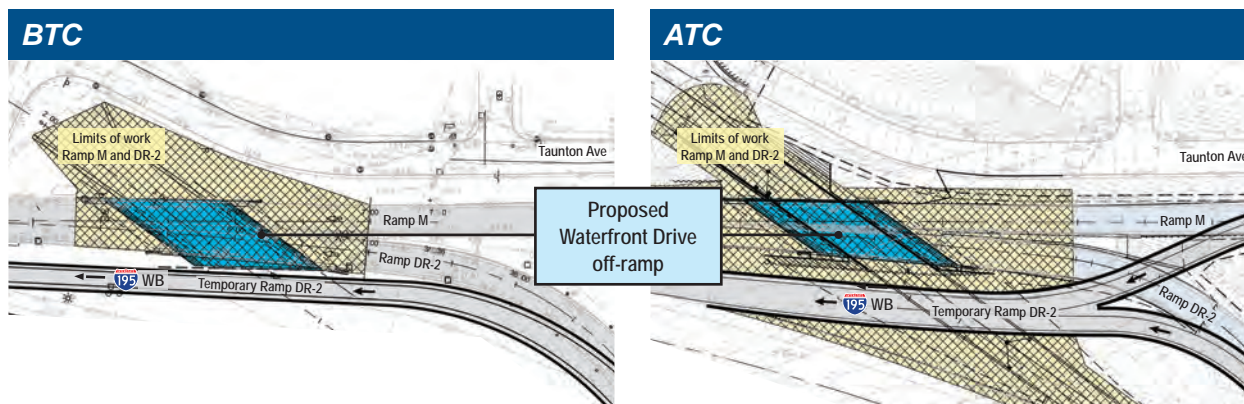


Figure 4-21: Waterfront Drive Bridge Constructed in a Single Phase, While Keeping All Ramp Traffic Open



provide a work zone to construct the new bridge. ATC 2 constructs the new bridge in a single phase.

Bridges will be designed in packages such that individual bridges can progress at an aggressive pace that meets schedule needs. Early release packages will also be prepared for items required early in construction phasing or items with long lead times so that the contractor can procure materials in a manner that allows for construction on schedule. This staggered approach allows our contractor to work on improvements sooner, while bridges scheduled to be constructed later can continue in design and permitting (see **Figure 4-22**). Similar to the approach used on RIDOT's Route 6/10 DB project and others, we identified early elements that can be completed prior to completion of permitting and final design. The project has been broken into three segments based on the permitting needs of each segment:

Waterfront Drive Bridge

Waterfront Drive Bridge is exempt from CRMC permitting. We will coordinate early with RIDEM to receive RIPDES authorization prior to construction. To facilitate early construction, we will develop early release (ERC) packages sequentially to time with construction for:

- » Temporary Taunton Avenue/Veterans Memorial Parkway On-Ramp
- » SOE
- » MSE walls
- » Steel girders

The Waterfront Drive bridge has been raised to avoid utility modifications at Valley Street to expedite the schedule to minimize utility coordination at this early activity location. The Waterfront Drive exit ramp will be constructed in a single phase while traffic remains operational on a temporary ramp constructed to the south, providing access from Taunton Avenue and Veterans Memorial Parkway to the south.

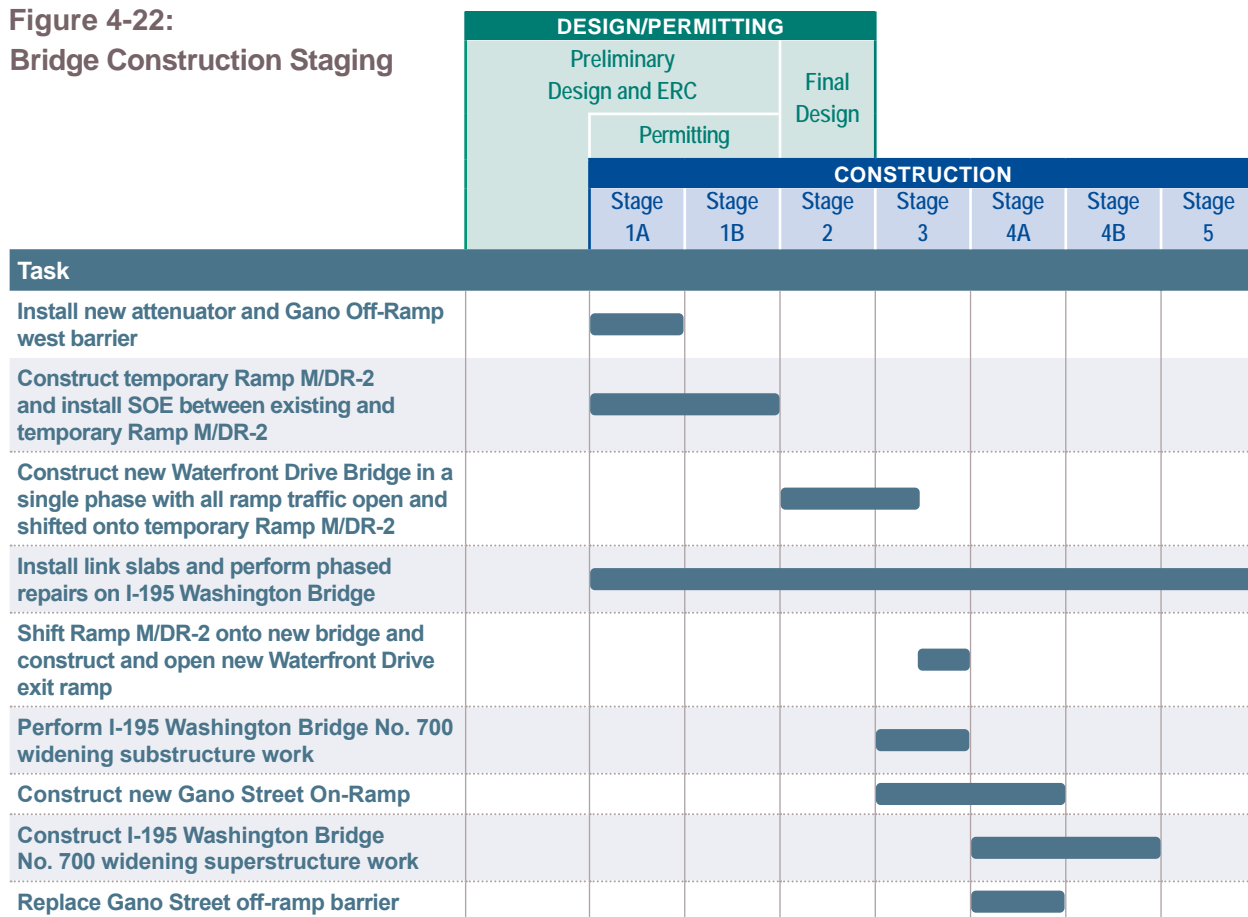
Washington Bridge No. 700 and Gano Off-Ramp Bridge Superstructure

Modifications to these bridge superstructures requires CRMC Maintenance Assent (30-day review). ERC Packages include:

- » Deck repairs
- » Link slabs and joint details

Staging for I-195 Washington Bridge and Gano Off-Ramp have been modified to take elements that require extensive permitting off the critical path. After the completion of the new Waterfront Drive exit ramp, the existing Gano Street Off-Ramp will be closed

Figure 4-22:
Bridge Construction Staging



temporarily as needed for rehabilitation and barrier replacement. This closure duration has been minimized by our revised staging that constructs the west barrier line in Stage 1A while the Gano Off-Ramp remains open.

Washington Bridge No. 700 Widening, Substructure Repairs and Gano Street On-Ramp

Work within CRMC's jurisdictional area will require permit approval prior to commencing. Our revised phasing stages this work later in the project to avoid permitting delays to the project's critical path. ERC Packages include:

- » Foundation/Pile installation plans
- » Steel girders and bearings

Structural work planned later in the construction schedule for the new Gano Street On-Ramp will require coordination with utilities to coordinate relocations and sewer lining in advance of foundation construction.

Toll Gantry Coordination

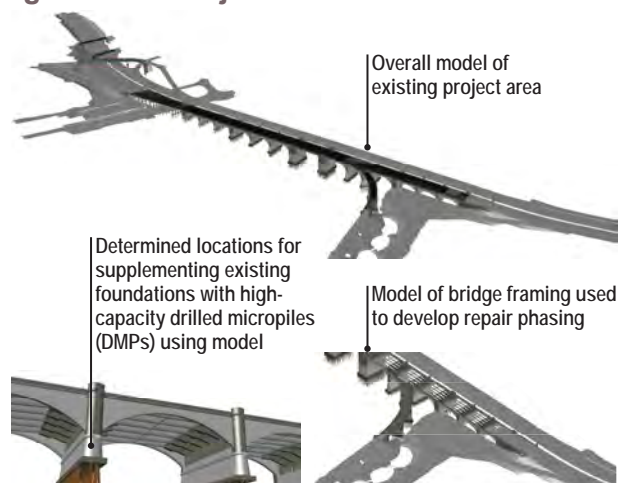
Please Section *Coordination of Construction Staging and Toll Gantry Installation Project (RFP 6.7.1e)* on page 50.

Concept Plans (RFP 6.7.2f)

We developed a 3D graphical model of the existing bridge infrastructure to actively visualize, identify, and mitigate conflicts seamlessly as design develops (**Figure 4-23**). We put this to use on multiple DB projects to allow us to expedite solutions to conflicts as they arise. For example, on the Aetna Bridge/

VHB Louisquisset 146/116 DB Project, the as-built SOE varied slightly from plan. We used our 3D model to not only identify the conflict with the new abutment, but also to develop multiple options for corrective action well in advance of the issue arising in the field, avoiding potential delay. This tool also provides us with a visual platform to brainstorm new design alternatives and solutions by providing contextual understanding of site constraints.

Figure 4-23: Project-wide 3D Model



Please refer to **Appendix D** for our concept plans.

Geotechnical Design Plan and Approach (RFP 6.7.2g)

A boring program will be developed during final design to supplement the existing boring data. We will drill additional borings to obtain additional soil information, including detailed bedrock strength properties and bedrock elevations to be used in the design of deep foundation systems for the Gano Street On-Ramp and Washington Bridge widening.

The existing and supplemental boring data will be used to develop a Geotechnical Interpretive Report (GIR) that will provide final design recommendations for the new foundations.



Micropile installation at MBTA Rail Bridge Replacements

Based on the existing boring data, the soil profile at the new Waterfront Drive ramp consists of embankment fill underlain by glacial outwash. The embankment fill is described as a medium dense silty sand up to 15 feet in thickness. The underlying glacial outwash consists of alternating layers of medium dense sand, silt, and silty sand, which is considered competent bearing material for the support of shallow spread footings. We plan concrete stub abutments on spread footings, supported by MSE walls bearing on the undisturbed natural glacial outwash. The available test borings indicate the embankment soils have limited obstructions and are favorable for the use of temporary driven steel sheet piles as Support of Excavation (SOE). This SOE will allow for installation of permanent MSE retaining walls.

Lightweight fill will be used adjacent to pile-supported foundations and in areas above existing utilities to avoid settlement issues and achieve the net zero settlement requirement for fill above utilities. Elsewhere in areas subject to settlement due to subsurface fill

material or organic soils, preloading will be used to settle areas of the new Gano Street and On-Ramp alignment prior to final grading.

The subsurface conditions at the proposed Gano Street On-Ramp consist of fill over a layer of sand and gravel glacial outwash, underlain by glacial till, underlain in turn by bedrock. We will use high-capacity drilled micropiles (DMPs) for the new pile cap at new arch abutment footings. The DMPs will be advanced to bedrock and socketed into competent bedrock to develop capacity.

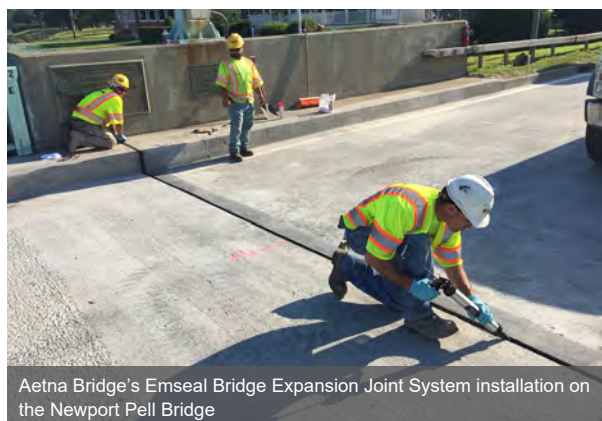
The subsurface conditions at Piers 1, 2, 3, and 4 where the Bridge 700 is to be widened are similar to the conditions at the Gano Street On-Ramp. Unlike the Gano Street subsurface, a layer of organic silt is present above the sand and gravel. The layer of organic silt varies in thickness of approximately 30 feet adjacent to the Seekonk River and reduces in thickness until the layer is not encountered approximately 300 feet from the shoreline.

Due to overhead clearance restrictions, we will use high-capacity DMPs for the new pile cap at new Pier 1A. The DMPs will be advanced to bedrock and socketed into competent bedrock to develop capacity. No supplemental piles are required at any existing pier locations.

Preconstruction surveys and vibration monitoring will be performed for all structures within 200 feet of driven piles. Dynamic pile testing will be performed on selected piles during production driving. A load test in tension will also be performed on a DMP to verify capacity.

Materials Plans for Key Elements *(RFP 6.7.2.h)*

Our design will implement the following elements to meet the project design criteria:



- » Emseal Bridge Expansion Joint System (BEJS) with Emcrete concrete header for a plow-resistant expansion joint
- » High-Capacity DMPs for new pile-supported foundations, minimizing impacts to the existing utilities and structures, reducing noise and vibration, and working within low-headroom clearance
- » MSE Walls and precast arch components as a means of ABC construction

4.3 Schedule *(RFP 6.7.3)*

4.3a Preliminary Project Schedule *(RFP 6.7.3a)*

See Section 5—Proposal Preliminary Project Schedule for schedule summary information. The preliminary schedule is provided in **Appendix C**.

4.3b/c Closure Durations *(RFP 6.7.3b/c)*

The Gano Street Off-Ramp, Taunton Avenue On-Ramp, and Veterans Memorial Parkway On-Ramp closure durations are shown in the TMP (**Appendix B**) and Project Schedule (**Appendix C**). Our revised plan near the new Waterfront Drive bridge and exit ramp keeps both Taunton Avenue and Veterans Memorial open during construction, eliminating the long-term closure of Taunton Avenue On-Ramp.

Gano Street Off-Ramp (RFP 6.7.3c.i)

Our schedule is based on utilizing the 49-day closure of the Gano Street off-ramp. This was done in case the existing bridge deck is found to be extremely deteriorated and requires extensive full depth repairs. If the existing bridge deck is found to require only minimal surface restoration, it is probable that the shut down of the Gano Street off-ramp can be reduced or eliminated.

Taunton Ave On-Ramp/Vets Memorial Parkway On-Ramp (RFP 6.7.3c.ii)

Although the RFP allows the shutdown of the Taunton Ave and the Veterans Memorial Parkway On-Ramps for a combined total of 264 days, our Project solution will only require 29 days of closure (28 days for the Taunton Ave On-Ramp, and 1 day for the Veterans Memorial Parkway On-Ramp). Our innovative approach to the phasing in this area allows us to have 235 fewer days of on-ramp closure than what was envisioned in the BTC. Furthermore, we will likely be able to reduce the 29 days of shutdown even more once we are able to complete the final design and confirm existing conditions.

Gano Street On-Ramp (RFP 6.7.3c.iii)

ATC 4 provides a new Gano Street alignment under Washington Bridge which allows our design for a new Gano Street On-Ramp with a straight alignment while providing ample acceleration room. Our solution will construct approximately 85% of the new Gano Street On-Ramp without impacting the existing Gano Street On-Ramp. At that time, we will shutdown the existing Gano Street On-Ramp for 13 days (1 day quicker than allowed in the RFP). This shutdown will allow us to construct the final 15% of the new on-ramp and then open the new ramp to traffic. Our temporary traffic management plans will allow for ample public notification of the temporary closure as well as a clear detour routes and signage.

4.3d Schedule Compliance

(RFP 6.7.3d)

Barletta-Aetna acknowledge the requirements of Mandatory Specification 937.1000 and as indicated above, all of our proposed closures are time less than allowed in the RFP. Our team will utilize any/all means available to make sure the ramp closures are minimized to the greatest extent practical.

4.4 Environmental Controls and Approvals (RFP 6.7.4)

VHB has longstanding experience with the Washington Bridge, having prepared permit applications for previous rehabilitations of Bridge No. 700 and applications for the replacement of Bridge No. 200. During 2019 and 2020, VHB prepared and filed permit applications and consulted with state and federal agencies and successfully secured permits for the Henderson Bridge No. 600 reconstruction. Bridge No. 600 is similarly situated to Bridge No. 700 spanning the Seekonk River between Providence and East Providence.

Based on this experience, VHB is uniquely positioned with in-depth, timely experience with the range of permits, consultations, and RIDEM compliance that Bridge No. 700 will require.

Environmental Permitting Approach

VHB has evaluated the project components to develop a permitting strategy to expedite construction of the project. The project has three major phases:

- » Waterfront Drive Off-Ramp Construction from I-195 westbound in East Providence

- » Washington Bridge No. 700 and Gano Street Off-Ramp bridge superstructure work in Providence and East Providence
- » Washington Bridge No. 700 widening and Gano Street On-Ramp construction in Providence

Based upon an assessment of the project scope, VHB believes that these three components have “independent utility,” meaning that each component is usable and is a reasonable expenditure even if no additional transportation improvements in the area are made.

The Waterfront Drive Off-Ramp, including a new bridge supporting the Taunton Ave/Veterans Memorial Parkway On-Ramps, falls

outside of the CRMC 200-foot Contiguous Area. Based on its independent utility and location outside of CRMC jurisdiction, VHB believes that this project component may proceed without CRMC approval. Based upon anticipated soil disturbance, this portion of the project will likely need a Rhode Island Pollutant Discharge Elimination System authorization from the Rhode Island Department of Environmental Management. VHB believes that this approach is supported by precedent established during the reconstruction of Taunton Avenue Bridge in 2003 and Warren Avenue Bridge in 2012. CRMC had issued a Category B Assent for the reconstruction of Bridge No. 200 but declined to regulate the related Taunton Avenue and

Maximize Value: Henderson Bridge Permitting Agency Coordination

As RIDOT’s designer for the Henderson Bridge, there are many lessons learned from the permitting that our Team will leverage for our approach to the Washington Bridge, such as:

Early coordination with permitting agencies—Starting with agencies that need to provide approvals as part of other applications

USCG & USACE Section 408—Coordinate with USCG & USACE Section 408 early for aspects of the project that will require in-water work and work within/near the federal navigational channel.

Avoid Changes to the Navigational Clearance—If no changes are necessary, the project does not need an Individual Bridge Permit. Our design requires no changes.

Water Quality Control (WQC) Application—Submit the WQC application to RIDEM as soon as possible. This approval is needed for the other federal approvals (USCG, USACE). For the Henderson Bridge, VHB prioritized submission of the USCG & Section 408 because we anticipated this process to take longest and because the design of the bridge advanced more quickly than the highway design. However, these federal agencies will not issue their permits without WQC in the case of USACE Section 408, and in the case of USCG they will also need the permits from CRMC and USACE Section 10 & 404.

CRMC—Early coordination with CRMC for the Category B Assent application and with RIDEM for the WQC/Section 401 approval. CRMC/RIDEM/USACE coordinate their reviews so it’s beneficial to have them all in the same room for a pre-application meeting. If any wetland mitigation is required, it would be helpful to get CRMC’s review/feedback before submitting the application.

Follow Up with Agencies Early and Often—So many different permit applications were filed for Henderson Bridge that VHB reached out weekly to keep in touch with reviewers to understand the application status and know whether additional information was needed.

FHWA—Keep FHWA in the loop with all of the permitting steps and progress..

Warren Avenue Bridges because the bridges were located outside the Contiguous Area. This project phase does not trigger any federal permit applications.

Washington Bridge No. 700 and Gano Street Off-Ramp bridge superstructure work includes five major phases to perform deck, joint, and beam repairs one lane at a time working south to north (left lanes to right lanes). This work falls within CRMC's jurisdiction and based upon the scope addressing repairs to existing infrastructure, VHB believes that the work may be reviewed and approved by CRMC as a Maintenance Assent. Since no in-water work is proposed, this project phase does not trigger any federal permit applications.

We will coordinate with RIHPHC on an appropriate setting to relocate the existing pylon at the end of the Washington Bridge. The pylon will be moved to either just outside the new Gano Street On-Ramp bridge as shown in the BTC or, if acceptable, to near the bikeway, providing better viewing of the historic plaque.

The third phase is the Washington Bridge No. 700 widening and Gano Street On-Ramp construction. Since this project phase involves construction of new facilities within CRMC jurisdiction and is likely to involve in-water work at pier 4, VHB anticipates that CRMC will regulate this phase under a Category B Assent review requiring a public hearing and lengthy review time frame, approximately 9–12 months. This work will likely trigger lengthier reviews by the federal agencies, including USCG, USFWS, NOAA NMFS and USACE, and a Water Quality Certification and RIPDES Authorization from RIDEM.

VHB recommends that this permitting approach be confirmed with CRMC during a preapplication meeting, outlining the three separate actions happening on this project.

Environmental Compliance

(RFP 6.7.4a)

VHB has performed a preliminary desktop review using RIDOT's Project Definition & Scoping Document template to confirm relevant environmental permitting and historic and cultural resources and has reviewed listings of RIDEM-regulated properties with known or suspected oil & hazardous materials (OHM) within or adjacent to the Washington Bridge project area. Based on these reviews, we anticipate the following permit applications, consultations, and requirements:

- » NEPA—RIDOT is preparing a CE
- » NHPA Section 106 Documentation Report
- » USDOT Section 4(f) Evaluation
- » USFWS Section 7 Consultation—RIDOT has completed
- » NOAA Marine Fisheries Consultation
- » NOAA Essential Fish Habitat Consultation
- » US Coast Guard Individual Bridge Permit
- » U.S. Army Corps of Engineers Section 404, Section 10 and Section 408 Authorizations
- » CRMC Category B Assent
- » RIDEM Water Quality Certification
- » RIDEM RIPDES Authorization for General Construction
- » RIDEM RIPDES Remedial General Permit Associated with Dewatering (or equivalent groundwater management/disposal option)
- » RIDEM Natural Heritage Program—RIDOT has completed
- » RIDEM OLR—Site Investigations, regulatory approvals, compliance monitoring, and closure reporting
- » RIHPHC Consultation

As appropriate, VHB will develop application and consultation materials for these agencies. Our recent experience on the Henderson Bridge, Pell Bridge, Viaduct, and 2-mile Corner projects will facilitate streamlining of the various approval processes.

Erosion, Dust, and Noise Control Measures *(RFP 6.7.4b)*

The Rhode Island Stormwater Design and Installation Standards Manual requires that projects develop and implement a Soil Erosion and Sediment Control Plan (SESC; Large Site SWPPP). The SESC describes erosion control BMPs to be used during construction.

During construction, dust controls will include applications of water or calcium chloride as allowed. Weekly inspections will be conducted to observe site conditions, including temporary and permanent erosion control BMPs and make recommendations for corrective actions, if warranted. The inspector will also make recommendations for dust control if fugitive dust is observed. Similar dust control requirements and periodic compliance monitoring relative to OHM may be required by the RIDEM Office of LR&SMM. The project will comply with the latest version of RIDOT's Noise Abatement Policy (TAC 0280). Noise-control measures may include compliance with time of day provisions of municipal ordinances, notification of abutters regarding planned construction activities, etc. as described in the policy.

Permanent Erosion and Sediment Control Measure *(RFP 6.7.4c)*

It is anticipated that much of the project area will be paved or otherwise completed with an impervious cover at the end of construction. Disturbed areas outside the paved limits will be landscaped in accordance with project plans or treated with grass seed and mulch or suitable hydroseed mixture, including tackifier, to promote the establishment of permanent vegetative cover. Inspections required under the SESC Plan will continue until permanent cover is established.

Pollution Sources and Reduction Measures *(RFP 6.7.4d)*

Potential sources of pollution may include debris, cement wash water, chemicals used in constructing, cleaning, or removing project components, and vehicle emissions, etc. The project SESC plan will include provisions for the appropriate storage, handling, and disposal of pollutants maintained on the project site. Construction vehicles and transport vehicles will be maintained in good condition to minimize releases of fuel, oil, and/or hydraulic fluids. Vehicle refueling will occur in designated areas, away from sensitive natural resources.

Potential Subsurface Contamination Discovery and Mitigation *(RFP 6.7.4e)*

VHB will review the RIDEM Office of LR&SMM records for regulated sites within or close to the Project Area. As referenced in the RFP, there are multiple regulated sites at various stages of compliance and with varying levels of known or suspected contamination in or close to the Project. Attention will be paid to any Environmental Land Use Restrictions (ELURs) and Soil Management Plans (SMPs) such that restrictions and performance standards required by those documents may be observed by project construction activities.

We will complete a supplemented Limited Site Investigation (LSI) to determine the nature and extent of subsurface contamination in areas of intrusive construction activities; where excess soils may be generated to facilitate proper handling, reuse, and/or off-Site disposal; or where dewatering and associated groundwater management is expected. Based on the number of regulated sites and the level of known and suspected contamination within the Project area, we anticipate RIDEM Office of LR&SMM approval

in the form of a Remedial Approval Letter after completion of various compliance steps (e.g., site investigation, public notice for an EPA/RIDEM-defined Environmental Justice Zone, Remedial Action Work Plan, etc.).

Applied Bio-Systems, Inc. will conduct site monitoring environmental professional during intrusive site activities, final disposition of excess soils, placement of certified clean fill material, and final capping (if jurisdictional soils are left in place) and prepare summary and closure reports as required to achieve a RIDEM Letter of Compliance.

Based upon the file reviews, we strongly recommend conducting a supplemental environmental investigation to further characterize conditions within the project vicinity. VHB will prepare a LSI work plan addressing the following requirements from Section 4.6.2 of the RFP:

- » DB Entity's plan and schedule for characterization of all areas of the Site and Project activities where CM may reasonably be expected to be encountered
- » Sampling and Analysis Plan describing sampling locations and methods; media to be sampled; laboratory analyses, methods and quantification limits
- » Investigation schedule
- » Site security measures
- » Location and layout of work zones, storage areas, and decontamination areas
- » Management of investigation derived waste (IDW) in accordance with the RIDEM IDW policy
- » QA/QC Plan procedures

Based upon the findings of the LSI, VHB will prepare a Contaminated Media Management Plan (CMMP) as directed in the RFP. The CMMP will emphasize the reuse of CM encountered on the project site and will minimize offsite disposal. VHB anticipates that the management hierarchy for CM will be the same or similar to what RIDOT implemented for the I-195 relocations project and subsequent projects, such as the Providence Viaduct No. 578.

If previously unknown contamination is identified during construction, VHB scientists will notify RIDOT, RIDEM, and other agencies, if any, as required by law. VHB anticipates that contaminated material would be left in place, contained in drums, or segregated on-site and secured by plastic sheeting until characterization can be performed and the material reused, or an appropriate disposal facility identified. Copies of waste manifests and other documentation (as needed) will be submitted to RIDOT for submission to RIDEM as part of the approval remedial action or in accordance with a Short Term Response Action.

Coordination with Construction Staging and Toll Gantry Installation *(RFP 6.7.4f)*

Please Section *Coordination of Construction Staging and Toll Gantry Installation Project* (RFP 6.7.1e) on page 50.

4.5 Innovation

(RFP 6.7.5)

The following drivers underpin our Team’s approach to innovative and alternative methods to design and build the Washington Bridge:

- » Minimize and eliminate utility relocations where possible to avoid third-party delays and minimize RIDOT’s utility Force Account costs
- » Evaluate roadway geometry and final traffic pattern improvements
- » Evaluate bridge alternatives that meet project functional needs and service life goals but reduce RIDOT’s future bridge maintenance obligation
- » Streamline traffic staging and evaluate ways to mitigate traffic impacts
- » Use ABC methods where beneficial to the project
- » Consider the adjacent communities, stakeholder, and users in evaluating alternatives

These drivers were pivotal in our internal process of evaluating modifications and innovations to enhance the BTC.

Alternative and Innovative Construction Methods

(RFP 6.7.5a, b, c)

As shown in **Figure 4-24**, our Team has developed and incorporated several innovative ideas and enhancements into the design and planned construction methods for RIDOT’s benefit. These ideas were developed after carefully considering the challenges inherent in the Project and taking into consideration the key points that our Team identified early on.

Proposal Video

The Barletta/Aetna Team has developed a summary video of our Technical Proposal featuring highlights of our relevant experience and technical approach to the project.

The video file is included in our Technical Proposal CD or



Watch online:

<https://vimeo.com/vhbnw/i-195-washington-bridge>



Figure 4-24: Innovative and Alternative Approaches

Innovative and Alternative Approach		Value to RIDOT
		 <i>Minimize Risk</i>  <i>Minimize Impact</i>  <i>Maximize Value</i>
Waterfront Drive Area Innovations, East Providence		
ATC 1	Modified temporary on-ramp to keep Taunton Avenue open during construction to avoid detouring traffic, causing backups in front of East Providence City Hall	
<ul style="list-style-type: none"> » Our design eliminates long-term closure of the Taunton Avenue On-Ramp. We propose to construct a realigned temporary ramp to avoid the closure, which would have detoured a substantial volume of traffic into East Providence downtown and City Hall area. » Our approach to the ramp merge reverses the BTC controls, keeping Taunton Avenue free flowing and having Veterans Memorial Parkway operate under yield conditions. 		
ATC 2	Avoided Valley Street gas, telephone, sewer, and water utility relocation by adjusting ramp and Waterfront Drive profiles	  
<ul style="list-style-type: none"> » We raised the Waterfront Drive Off-Ramp, Ramp DR-2/M, and Waterfront Drive roadway profile to eliminate utility relocations on Valley Street and minimize utility pole relocations. » We reviewed this approach with National Grid and Verizon and against historic record as-built plans showing the original East Providence roadway configurations. During the design phase, we will coordinate with these utility owners, the East Providence DPW, and NBC. 		
ATC 3	Construct new bridge in a single phase with a minimized footprint to reduce RIDOT's long-term maintenance costs	 
<ul style="list-style-type: none"> » We reduced the structural footprint of the new bridge superstructure, eliminating a beam line and deck overbuild. » We will use MSE-supported stub abutments to incorporate ABC construction methods and decrease the exposed wall surface area by approximately 50%. These improvements will reduce long-term maintenance costs. 		
Washington Bridge 700 Structural Innovations		
ATC 8	Eliminate fracture-critical tie-down	 
<ul style="list-style-type: none"> » Our design eliminates the fracture-critical tie-down on the east side of Pier 4 by reconfiguring the superstructure and providing a new column support within Span 1 to reduce RIDOT's long-term inspection costs. 		
ATC 8	Modified Spans 1-4 to eliminate supplementing pier piles	  
<ul style="list-style-type: none"> » Our design modifies the bridge widening to provide a constant 68 foot width in Spans 1–4, maintaining the existing expansion joint alignment while lightening the load to the existing foundations. This eliminates the need to supplement pier piles, reducing impacts to the Seekonk River. 		
ATC 8	Minimized impacts while constructing new pier bridge foundation by using high-capacity drilled micropiles	  
<ul style="list-style-type: none"> » Install high-capacity drilled micropiles in lieu of H-Piles to avoid the conflict of the overhead bridge during deep foundation activities. Additionally, this drilling method will minimize vibrations and noise. 		
ATC 9	Provide Link Slabs at Fixed Joint	 
<ul style="list-style-type: none"> » Install link slabs at fixed joints to maximize joint elimination on the existing Washington Bridge, providing Emseal bridge expansion joint system to provide a 25-year service life. 		

<h2>Innovative and Alternative Approach</h2>	Value to RIDOT  Minimize Risk  Minimize Impact  Maximize Value
	<h3>Gano Street Area Innovations, Providence</h3>
<p>ATC 4 Reconfigured the new Gano Street On-Ramp to I-195 WB</p> <ul style="list-style-type: none"> » We coordinated with NBC, National Grid Gas and Electric, and Verizon to provide a revised Gano Street and On-Ramp alignment and bridge location that balances utility relocation with a modified bridge structure that minimizes RIDOT's initial and long-term infrastructure costs. » Provided a safer pedestrian and bikeway crossing and realigned bikeway along the Seekonk River that eliminates the bikeway crossing of the new Gano On-Ramp. » Our design permanently realigns the bike path, incorporating landscaping improvement and stormwater BMPs. 	  
<p>ATC 4 Improved traffic operations on Gano Street</p> <ul style="list-style-type: none"> » Our design maintains the Gano Street Off-Ramp intersection by providing the heavier southbound traffic with a right-turn onto the on-ramp » Retained Gano Street Off-Ramp intersection geometry to eliminate overhead utility impacts » We further reduce initial costs by maintaining the existing traffic signal, and retrofitting it to provide new pedestrian accommodations. 	  
<h3>Traffic Innovations</h3>	
<p>Added Innovation Mitigate traffic friction points with a regional model</p> <ul style="list-style-type: none"> » We developed a regional traffic simulation model to quantify delays and queues to make real-time adjustments to better respond to impacts from adjacent construction projects and ongoing traffic volume fluctuations due to COVID-19. » The model will help synchronize traffic flow and detours for the Washington Bridge project with the other "Big Three" projects in the area—Route 6/10, Providence Viaduct, and Henderson Bridge. 	 
<p>ATC 1 Revised detours to better coincide with Henderson Bridge staging</p> <ul style="list-style-type: none"> » We have inventoried all the signalized intersections along the key detour corridors to further improve coordination between the two projects capitalizing on seamless coordination with Barletta leading the Henderson Bridge rehabilitation. » This will also allow our Team to proactively conduct capacity analysis to determine if potential capacity issues exist and to see if there are opportunities for coordination to improve operations over existing conditions. 	
<p>ATC 1 Added highway capacity during construction</p> <ul style="list-style-type: none"> » Our design advances restriping early to add fourth travel lane between Broadway and Waterfront Drive along I-195 WB to add capacity and minimize delay/queue in the morning peak period. 	 
<p>ATC 1 Streamlined Staging</p> <ul style="list-style-type: none"> » Our alternative staging allows construction to begin in a sequential manner that provides adequate CRMC permit review time to minimize risk of third-party delays. » Our staging allows for shifted lanes to return to existing locations in advance of the new toll gantry in our final 4 construction phases, minimizing third-party delays and RIDOT costs to the tolling vendor. » Provide the new Waterfront Drive Exit earlier in the project to provide continuous access to the East Side of Providence via Henderson Bridge when the Gano Street Ramp needs to be closed 	  

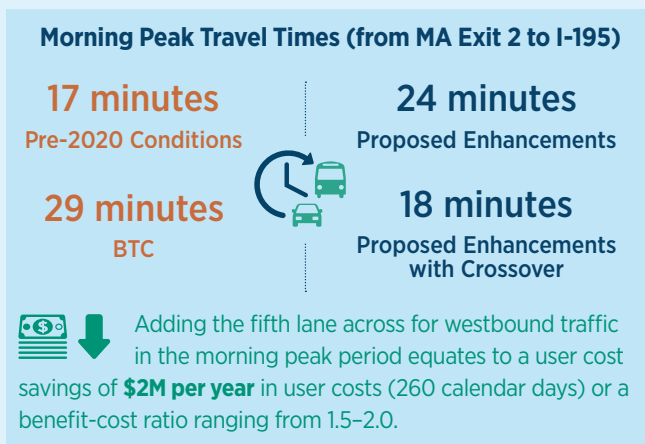
Potential Value Added Alternative

Our team is always looking for opportunities to provide added value to RIDOT. See below for a potential Value Added Alternative that could be considered, if selected.

1. Alternative Morning Peak Hour Congestion Mitigation Plan

Our team fully realizes the importance of maintaining capacity and minimizing disruptions and travel times to the traveling public is a significant component of the project. The BTC results in longer delays and queues than existing conditions due to limited capacity on the Washington Bridge. Our modifications to I-195 West staging result in slightly less travel time of 24 minutes through the study area due to limited improvements that can be made on Washington Bridge. While not included in our price proposal, our team has developed a mitigation plan to further decrease travel times, queues, and road user delay costs to be **comparable to existing conditions**.

This construction approach generally follows the BTC on Washington Bridge. To mitigate queues and minimize travel times in the morning peak period, we would propose a movable median barrier on Washington Bridge No. 200 to allow for a temporary contraflow lane for westbound traffic on the morning peak period only. The westbound queues and travel times are reduced by approximately 11 minutes, while the delay for eastbound traffic, due to the reduction in one lane, is 2 minutes. Due to the reverse commuter peak in the afternoon, a lane reduction on I-195 eastbound isn't feasible, therefore the movable barrier will be shifted to the shoulder, allowing for eastbound traffic to use five lanes. [VISSIM files for the morning peak period](#) are included in [Appendix F—Traffic Analysis Files](#).



DESIGN-BUILD SERVICES FOR
BRIDGE GROUP 57T-10

I-195

WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI

5 Proposal Preliminary Project Schedule





5 Proposal Preliminary Project Schedule

The Barletta/Aetna Bridge Team prepared a preliminary project schedule made up of more than 3,250 activities that exceeds the RFP requirements. The schedule was developed with an understanding of the Project needs, constraints, and requirements. This included extensive input from key project staff, designers, subcontractors, and other experienced construction specialists. Additional input was received from impacted utilities. [The full schedule and example summary reports are provided in Appendix C—Proposal Preliminary Project Schedule.](#)

Schedule Highlights

Schedule highlights include:

- » Construction of a combined temporary Ramp M & Ramp DR to eliminate the prolonged closure of existing Ramp M during the construction of the new Waterfront Drive Off-Ramp

- » Grading revisions at the new Waterfront Drive Off-Ramp to avoid significant existing utility relocations within Valley Street
- » Reversal I-195 traffic control staging to allow bridge restoration to begin earlier during the Project Design period for the widening of the Washington Bridge

Our resequencing of work prioritized minimizing impacts to the public over schedule savings and has shifted items of work earlier in the schedule. While some of our innovations will reduce the time to complete portions of the work, the Project is still driven by the sequential nature of the work.

A summary of Project Milestones is provided in **Figure 5-1**. As shown, plural milestones are met. Also shown are other major accomplishments which are met within reasonable time frames.

Figure 5-1: Project Milestones Summary

Project Milestones	Start Date
Apparent Best Value Determination (July 16, 2021)	July 16, 2021
Tentative Contract Award Date (July 23, 2021)	July 23, 2021
Contract Milestones	Contract Date
Notice to Proceed Date (August 20, 2021)	August 20, 2021
Final Stage Completed/Substantial Completion (November 15, 2025)	November 14, 2025
Final Completion of All Work	June 15, 2026

Ramp Restriction/Closure Durations	Start Date	Finish Date
Veterans Memorial Parkway On-Ramp Closure (Ramp DR)	May 7, 2022	May 8, 2022
Taunton Avenue On-Ramp Closure (Ramp M) (264 Days Maximum; 28 Days Planned)	May 8, 2022	June 5, 2022
Gano Street Off-Ramp Deck Repair Closure (Phase 3) (49 Days Maximum)	June 26, 2024	August 12, 2024
Gano Street On-Ramp Highway Tie-In Closure (14 Days Maximum; 13 Days Planned)	November 7, 2024	November 19, 2024
Design Progress Milestones	Start Date	Finish Date
Early Start/Release Design	September 7, 2021	April 12, 2022
30% Design	November 1, 2021	July 3, 2023
90% Design	April 12, 2022	November 1, 2023
Final Design	August 3, 2022	March 5, 2024
Staging Progress Milestones	Start Date	Finish Date
Pre-Construction Activities	August 20, 2021	November 21, 2021
Stage A Construction—Gano Street Off-Ramp Impact Attenuator Re-Alignment	September 20, 2021	October 4, 2021
Stage 1 Construction—High Speed/Median Lane	November 22, 2021	May 31, 2022
Stage 2 Construction—Lane 3 Travel Lane	June 6, 2022	December 11, 2022
Stage 3 Construction—Lane 2 Travel Lane	December 19, 2022	October 30, 2023
Stage 4 Construction—Shoulder/Exit Lane	November 6, 2023	December 2, 2024
Stage 4A Construction—Gano Street Off-Ramp	November 8, 2023	August 12, 2024
Gano Street Off-Ramp West Shoulder/Barrier Lane Restriction (Phase 1)	November 8, 2023	May 12, 2024
Gano Street Off-Ramp East Shoulder/Barrier Lane Restriction (Phase 2)	May 16, 2024	June 24, 2024
Stage 5 Construction—Lane 1 Travel Lane	December 9, 2024	September 5, 2025
Stage Final—Final Paving & Line Striping	September 8, 2025	November 14, 2025

DESIGN-BUILD SERVICES FOR
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I-195

WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI



Management Overview





6 Management Overview

The key to successfully deliver a multifaceted design-build (DB) is exceptional project management. The Barletta/Aetna Bridge Team's combined experience and resources provides us with the necessary skills to effectively manage this project:

- » Extensive local DB experience—**35+ DB projects** collectively throughout New England
- » Partnered on projects of similar nature—Working together to deliver **Route 6/10 Interchange DB project**, previously teamed on **Route 79/I-195 Interchange and Braga Bridge DB Project**
- » Local knowledge and historical context—**14+ projects on Washington Bridge and project site**
- » Understanding of RIDOT requirements, goals, and objectives—**30+ years working with RIDOT**
- » Deep bench of skilled professionals—**200+ construction and 300+ design resources** to draw upon
- » Traffic simulation modeling knowledge—**Developed a regional traffic simulation model** that has been calibrated to include the adjacent projects
- » Working relationships with local utility companies—Already **conducted outreach with National Grid, Verizon, and NBC**
- » Complete availability and dedication to this project—**Timing aligns perfectly with other projects that are nearing completion**

Quite simply, **this is the Team that RIDOT can trust to deliver a quality project on-time.**

Maximize Value: Successfully Managing DB Projects

Our project leadership team understands the opportunities and challenges of DB projects. Our success is based on collaboration among the designer, contractor, RIDOT, and project stakeholders, while maintaining a consistently responsive and flexible team.



Design-Build Project Manager Paul Coogan brings 40+ years of

experience and understands all aspects of DB projects. He was an integral part of the success of NHDOT's Memorial Bridge Replacement DB. As Project Manager for the Henderson Bridge Reconstruction project, Paul brings invaluable insight to collaborating with VHB and RIDOT.



Design Manager Joe Wanat, PE, PTOE, ENV SP, knows RIDOT's

standards and priorities. His proven experience includes serving as VHB Project Manager on the Route 6/10 Interchange DB, and Advisor for the Henderson Bridge Reconstruction and for the Providence Viaduct NB Interchange DB, Owner's Representative Services.



Construction Manager Dennis Ferreira has built

a rapport with Aetna Bridge and VHB through his role as Construction Manager for RIDOT's Route 6/10 Interchange DB and MassDOT's Route 79/I-195 Interchange and Braga Bridge DB projects.

6.1 Administration and Coordination *(RFP 6.9.1)*

Coordination with RIDOT

We are committed to an open and collaborative relationship that supports Team integration with RIDOT representatives. Our management team will meet with RIDOT representatives regularly and provide you with the same details—activity reports, biweekly look-ahead, material deliveries, and procurement activities—that we will provide to our own Team members. We are confident that these team meetings and materials will give RIDOT a complete understanding of our design intent, construction activities, and sequences of work to allow for ease of coordination with all parties. These meetings will provide a forum to discuss and resolve production, fabrication, placement, and Quality Control (QC) procedures before work begins on any applicable work item.

Our Team management structure is straightforward, with clearly defined lines of communication and responsibility. **Design Manager Joe Wanat, PE, PTOE, ENV SP**, along with **Deputy Design Manager Jeff Klein, PE, ASSOC. DBIA**, and VHB engineers, will review and discuss design plans with RIDOT staff and address any questions or concerns that might impact construction. **Design-Build Project Manager Paul Coogan** and **Construction Manager Dennis Ferreira** will coordinate with RIDOT's Resident Engineer to allow for timely inspection and acceptance of the work.

Managing Approvals

Paul Coogan and Dennis Ferreira will each leverage their four decades of experience leading teams and field activities on similar projects to integrate the design and construction team members into one single organization.

Progress Updates & Meetings



We will provide progress updates and status reports through a series of recurring meetings and check-ins:

- » **Full Team Coordination Meetings:** Held biweekly either in-person or through video conferencing. The agenda is set in advance and shared with the Team. The meetings are structured, but also collaborative. Minutes with key actions are distributed within 24 hours of the meeting.
- » **Structural, Civil/Highway, Traffic, Environmental Discipline Lead Meetings:** Occurring weekly, these meetings serve as an opportunity for each discipline lead to report on status and identify issues or challenges with current assignments.
- » **Schedule Review and Update:** Biweekly meetings to review schedule status and identify designs and approvals that are critical to drive the project. This allows the design team to prioritize its efforts to support construction and procurement of materials.
- » **Constructability Reviews:** All design packages will undergo constructability reviews. The construction team will document comments and route them to the full design team.
- » **Independent Design Reviews:** Design packages will undergo an independent design review from another member of our design team not involved with the design.
- » **Shared Document Control System:** SharePoint will be the primary means of exchanging design information between design and construction teams, and design plans will be posted, along with email notifications.
- » **Bluebeam:** Use as a QA/QC tool to document design reviews.

Our Team is located less than

10 minutes from RIDOT



making it easy for us to meet with you on a moment's notice when time-sensitive issues arise.

The design team, led by Joe Wanat, will manage submittals by following our Quality Management Plan (QMP), providing RIDOT quality deliverables at each submission for review. The QMP includes electronic document management processes that have proven successful to our Team on such projects as the Route 6/10 Interchange Reconstruction, using Bluebeam electronic reviews for comments by RIDOT and responses by the DB Team. **VHB team members have recently shared best practices on Bluebeam QC protocols with RIDOT to assist with a standard protocol for all RIDOT projects.**

The design team will create, sign, and deliver plan submittals in accordance with RIDOT's Design Policy Memo–DPM 450.02. The submissions will be complete and contain enough information so that review can be completed on a timely basis. All submittals will be in accordance with our Team's design QMP, as reviewed and approved by RIDOT.

Issue Prevention and Resolution

Our Team will conduct biweekly coordination meetings with RIDOT and other stakeholders, as determined by RIDOT, to address and resolve any potential issues and provide progress updates. We will submit meeting notes with due-outs to RIDOT for approval. Any issues with obtaining approvals will be addressed by Paul and Joe, and all attempts will be made to resolve these issues within 24 hours. We will prepare, provide, and conduct briefings or meetings with interested groups and businesses in the area, as necessary, to keep the stakeholders aware of the status of the project. The Team will hold briefings with the community, as coordinated with RIDOT, and will address traffic management for upcoming construction activities to eliminate potential issues.

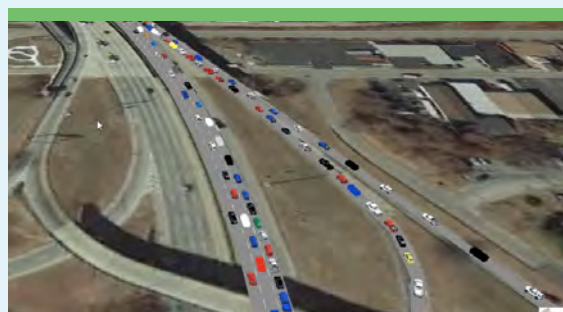
External Coordination

Adjacent Projects

We are ideally suited to coordinate construction work for this project with neighboring projects through our role on the Route 6/10 Interchange. Traffic management is one of the most critical components driving this project's success. **We know the area better than any other team, and are well-positioned to coordinate with other projects in terms of safety, detours, and lane closures to reduce impacts to the traveling public.**

From our experience and involvement, we know the key projects in the area that will require coordination, such as the Tolling DB, Henderson Bridge, Providence Viaduct NB, drainage projects, pedestrian/bike route projects. Coordination with the RhodeWorks Tolling project will be easily facilitated through Aetna Bridge, the Construction Contractor for the toll integrator on the project.

Minimize Impacts: Traffic Management and Detours



To minimize impacts to the public, we must synchronize traffic management and detours for the Washington Bridge Project with other ongoing adjacent projects such as the Reconstruction of Henderson Bridge, Replacement of the Providence Viaduct, and Route 6/10 Interchange. VHB has developed a regional traffic simulation model that has been calibrated to include the adjacent projects and their construction phasing plans to mitigate and account for any overlapping detour plans.

For more details regarding our coordination with adjacent projects, please see the [Technical Approach](#) **Section 4.1 Highway/Traffic/Staging**.

Public Outreach

Regina Villa Associates (RVA), which is assisting with public outreach efforts for the Route 6/10 Interchange DB, will serve as the primary contact for outreach activities and will establish and execute the appropriate communications program for the Project.

Our approach is based on an open and transparent communication process in which the Rhode Island traveling public will have questions answered quickly. RVA will identify communication protocol for emergency contacts (Police, Fire, Medical, and FEMA), and will develop a communication matrix for providing information and updates to these critical services. This matrix will also include RIDOT and a regularly updated list of key stakeholders—City of Providence, City of East Providence, Coast Guard, FHWA, RIPTA, Providence Bicycle and Pedestrian Advisory Commission (BPAC), Rhode Island Bicycle Coalition, and Brown University (Brown's

Hunter Marston Boathouse is adjacent to the Project and the Brown crew team practices along the waterway).

Our Team will conduct external communications via mass electronic messages to key individuals in federal, state, and local agencies; emergency services; utility companies; and maintenance services to keep them aware of changes to the Project. We will work closely with RIDOT to support:

- » Use of websites and social media to advise of progress, traffic changes, closures, and diversion routes
- » Use of professionally prepared and executed communications plans
- » Regular engagement with Providence/East Providence as appropriate, and local businesses through user groups and forums
- » Regular engagement with police and emergency services in relation to the planning and execution of traffic management measures

Minimize Impacts: Navigating Public Meetings During COVID-19—Henderson Bridge Virtual Meeting

Even during the challenging times of COVID-19, VHB was by your side, helping you pivot to keep projects moving forward. VHB organized a successful virtual public meeting for Henderson Bridge with 300+ attendees.



Henderson Bridge 36

Q and A



"Senior FHWA staff attended the virtual event last night and had rave reviews about how the meeting went."

—FHWA Senior Administrator

"Great job yesterday. I found the session very informative and well executed."

—Meeting participant

6.2 Risk Management *(RFP 6.9.2)*

Identification & Mitigation

Project Manager Paul Coogan and Construction Manager Dennis Ferreira will lead our risk management program. Our plan to identify possible risks starts with early and continuous identification of events and factors that could have negative impacts on the Project. As part of the process to manage risk, our Team has created a Preliminary Risk Register, as shown on **Figure 6-1** that identifies and defines key risk areas and includes a risk mitigation response. We will continue to refine and reassess the risks and potential impacts. Our Executive Committee will meet regularly to review the Risk Register, allowing the Team to act rather than react to project risks.

RIDOT Input in Risk Management

At Project inception, we will solicit input from RIDOT to make sure that we have appropriately identified important risk areas first, and we will continue to identify any risk as we progress. We will keep RIDOT involved and uphold RIDOT's interests for all risk mitigation strategies through our regular meetings.

Minimize Risk: Proactive Planning

As part of our Team's proactive risk management approach, we have already:

- » Mitigated utilities in East Providence by obtaining historic record as-built plans of the roadway configurations
- » Conducted outreach with National Grid, Verizon, and NBC to validate the utility relocations under our design
- » Obtained communication, structure, and cabinet plans from the tolling project to avoid any potential for disruption in toll collections
- » Collected drone/UAV survey data

6.3 Quality *(RFP 6.9.3)*

Our Team has prepared and implemented Quality Control (QC) Systems and Quality Management Plans (QMP) for several DB projects. We will develop, implement, and maintain a QMP specifically for this project that will be kept up-to-date. It will draw from our lessons learned on avoiding communication breakdowns, delivering thorough constructability reviews, interdisciplinary coordination checks, and field checks of existing features and new construction.

The QMP is a critical tool and will be distributed to, reviewed by, and followed by all Team members. It will define:

- » **Organization:** QC roles and responsibilities, contact information, and lines of authority
- » **Procedures:** Design and Construction QC processes for all project team members, including subconsultants and subcontractors
- » **Documentation:** Document management procedures for identifying, organizing, controlling, and storing project documentation

Quality Control System *(RFP 6.9.3.a)*

QC Organization

Our QC Team will function independently from the design and construction production teams, as shown in **Figure 6-2**. **QC Administrator Kris Kretsch, PE, CQA, QAT, ENV SP**, is responsible for the overall implementation of the QC system. He will be assisted by **Design QC Manager Jamie Pisano, PE**, and **Construction QC Manager Bill Kearns**. Kris will report directly to the Executive Committee and Project Manager Paul Coogan.

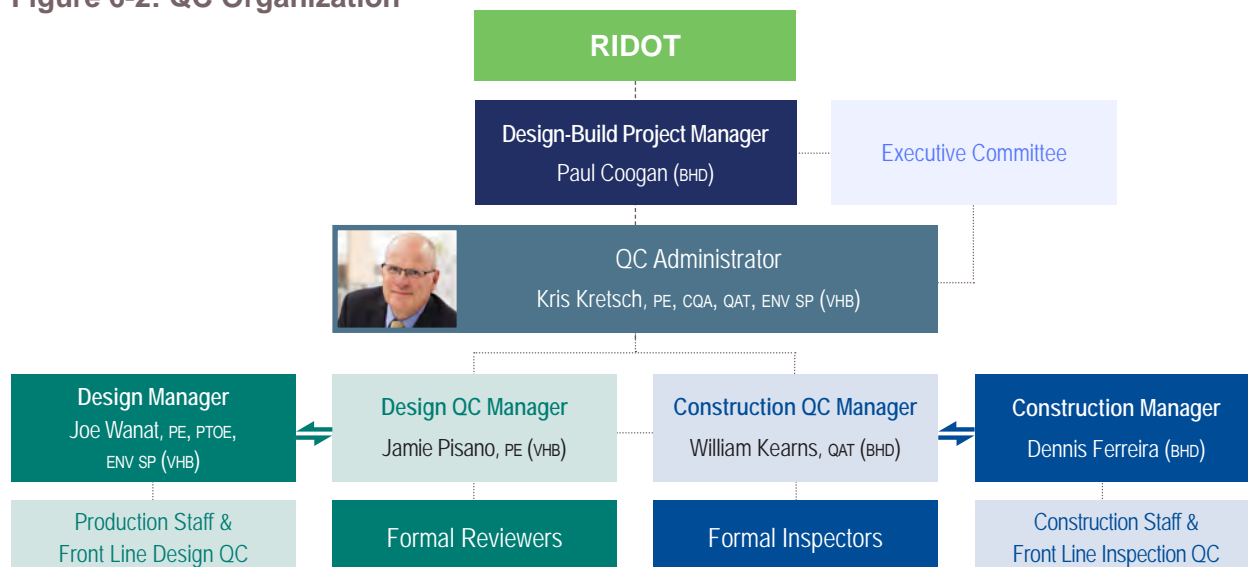
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Figure 6-1: Preliminary Risk Register

Risk Definition				Risk Response		
#	Category/ Risk Owner	Risk Title & Statement	Risk Assumption(s)	Strategy	Type: Scope, Schedule, Budget	Mitigation Approach
1	<p>Category: Design/ Construction</p> <p>Risk Owner: Barletta/Aetna JV</p>	<p>Community Impacts—Traffic</p> <p>Construction activities and traffic management will have a substantial impact on the neighboring communities</p> <p>The potential negative impact the project can have if traffic issues are not properly planned for and mitigated</p> <p>Close coordination is needed with adjacent projects</p>	<p>Construction activities and robust traffic management needed to mitigate impact on neighboring communities Reconstruction of the Washington Bridge will put a strain on roadway operations Multiple stakeholders will be impacted—pedestrians, bicyclists, residents, and local businesses Adjacent projects will have detours and construction zones that overlap with the Project</p>	Mitigate	<ul style="list-style-type: none"> » Scope » Schedule » Budget 	<ul style="list-style-type: none"> » Eliminate use of Henderson Bridge as a detour route given construction on the bridge and eliminate overlapping detour routes between the two projects. ATC #1 proposes detour routes that are synchronized with Henderson Bridge detours. » Construction of the new Waterfront Drive off ramp in an earlier stage provides an additional access point to the East Side via the Henderson Bridge while the Gano Street off-ramp detour is in place. » During construction of the Taunton Avenue On-Ramp, ATC #1 proposes to keep it open with the construction of a temporary Taunton Avenue On-Ramp/ Veterans Memorial Parkway On-Ramp, using just a brief closure to adjust and connect grading. This ATC also allows for the new Ramp Bridge over Waterfront Drive to be constructed in a single-phase using U-back return walls. » ATC #1 revises the construction staging to keep the Gano Street ramp open at the beginning of the project to provide continued access to the East Side of Providence via Henderson Bridge. » Establish and maintain a contact database of all concerned individuals, groups, and facilities. Review public comments/questions for feedback and address issues with active traffic monitoring. » Use meetings to connect to stakeholders and the public. Post construction “look ahead” and project updates on RIDOT’s website. » Conduct traffic signal audit along detour routes ahead of construction and optimize signals to handle added traffic demands. » Develop construction sequencing and TMP for major construction elements. Use traffic modeling to verify and illustrate traffic management for bicycle, pedestrian, and vehicular traffic within the limits of work throughout construction. » Monitor conditions with field staff and mounted cameras and provide updated information to the users and community. » Prepare MPT plan that minimizes construction time and number of traffic shifts/phases. Provide daily monitoring of traffic flows during construction with cameras and active timing adjustments by field technicians. Institute a TMP and adjust or revise based on the work in progress.
2	<p>Category: Design/ Construction</p> <p>Risk Owner: Barletta/Aetna JV</p>	<p>Utilities</p> <p>Damage to existing utilities during construction</p> <p>Undocumented utilities or utilities differ from the documented records</p> <p>Relocating utilities will result in periods of service disruptions</p> <p>Utility relocations can impact the schedule as well as trigger permanent/ temporary ROW easements.</p>	<p>Utility companies are consistently busy and not timely in reviews Utility delays may impact the rest of the construction schedule Getting input from utility owners to clarify actual scope</p>	Avoid/ Mitigate	<ul style="list-style-type: none"> » Scope » Schedule » Budget 	<ul style="list-style-type: none"> » Team has already identified relocations that can be avoided. ATC #2 includes modifications to Waterfront Drive that avoids utility relocations and also saves RIDOT significant Force Account costs of Valley Street utility relocations beneath the new off-ramp. » At the Gano Street on-ramp, the existing sewer and drainage lines that are located within Gano Street will be left in place to maintain positive gravity flow. » Utility Coordination Manager Brian DeMarco will coordinate with the utility companies to show the proposed scheme and determine where utility relocations can be minimized or eliminated. Our Team is currently coordinating with all the utility companies in this area on other major projects. » Organize a DIG-SAFE program and Contact DIG-SAFE prior to any excavation. » Perform test pits and vacuum excavations to validate the location of existing utilities and determine inconsistent plans. » Mitigate undocumented utilities in East Providence through reviews of historical as-built roadway alignments. » Assume a constraint of zero-inch settlement and zero stress increase (above existing) for all utilities. » Identify utility protection requirements during preparation of demolition and erection plans. » Locate project elements and staging areas away from utilities to the extent possible. » Leverage strong relationships with utility companies and maintain strong communication and coordination throughout design and construction
3	<p>Category: Design/ Construction</p> <p>Risk Owner: Barletta/Aetna JV</p>	<p>Subsurface Conditions</p> <p>Unforeseen conditions are a common risk on construction projects, especially with underground and marine work.</p> <p>Discovery of unanticipated utilities in excavations</p>	<p>Subsurface conditions will present a significant challenge to the design and construction of this project Assume hazardous soils will occur and have to be mitigated and properly disposed of</p>	Avoid/ Mitigate	<ul style="list-style-type: none"> » Scope » Schedule » Budget 	<ul style="list-style-type: none"> » Proper geotechnical investigations, utility probes, and review of this information to determine the most efficient type of foundations will be critical. » Geotechnical consultant GZA will leverage decades of experience in the Providence area. » Pre-characterize soil as much as practical. » Reuse soil within Project Area wherever possible. » Plan to handle waste for disposal, if necessary and arrange for multiple disposal locations in advance.
4	<p>Category: Procurement</p> <p>Risk Owner: Barletta/Aetna JV</p>	<p>Material and Equipment Procurement</p> <p>Timely fabrication and delivery of materials and equipment are critical to avoiding delays</p>	<p>Supply chain Issues can impact schedule.</p>	Mitigate	<ul style="list-style-type: none"> » Schedule » Budget 	<ul style="list-style-type: none"> » Leverage relationships and set up purchase orders so fabrication timelines are met. » Sequence design activities in the baseline schedule to provide sufficient lead time for fabrication. » Direct coordination with fabricators to streamline shop drawing review process. » Divide production between different suppliers to keep up with field demand.

Risk Definition				Risk Response		
#	Category/ Risk Owner	Risk Title & Statement	Risk Assumption(s)	Strategy	Type: Scope, Schedule, Budget	Mitigation Approach
5	Category: Design Risk Owner: Barletta/Aetna JV	Technical Approvals Can take a long time to achieve due to excessive comments and multi-step closeout requirements	RIDOT inundated with closely spaced submissions	Mitigate	» Schedule » Budget	» Early and regular discussion with RIDOT. Over communication and partnering culture with no surprises. » Submissions schedule agreed upfront. Dedicated “approvals” and “permits” coordinators. » Common details and elements are proposed where possible to streamline the process. Where unusual structure types are proposed, hold over-the-shoulder (OTS) meeting as needed to present reviewers with details and get early feedback to expedite the review process. » Use of repeated elements and design concepts helps expedite the review and approval process. » Submissions to be sequenced to the intended construction schedule. Long-lead items provided with time for review and comment resolution.
6	Category: Environmental Risk Owner: Barletta/Aetna JV	Permitting A complete set of environmental commitments and making sure that they are met is an important part of the Project. Misunderstanding and/or violation of environmental regulations risk significant delays	Unidentified environmental conditions may result in changes to identified impacts Current environmental commitments may be incomplete or misunderstood Permitting timeline may become a critical path activity, extending the project duration	Avoid/ Mitigate	» Schedule » Budget	» Verify permit requirements and design level predecessors, and sequence design and permitting activities early in the schedule, by leveraging our decades of experience working with RIDEM and other agencies. » Perform construction activities in accordance with permitting requirements by conducting periodic inspections. » Inform field personnel of specific permitting requirements before starting work. Use of dedicated permits coordinator. » Conduct pre-coordination permitting design reviews with utility companies—National Grid, Verizon, and NBC. » Coordinate with Providence’s Bicycle and Pedestrian Advisory Committee to review options for the Gano St. shared-use path detour and final alignment
7	Category: Design/ Fabrication Risk Owner: Barletta/Aetna JV	Long Lead Items Significant pre-planning, schedule coordination, and quality control result in constructed elements that are ready on-time and meet quality requirements.	Fabrication lead times must be considered in the procurement and delivery schedule Fabrication of any large steel plate girder bridges can have potential issues with plate availability and fabrication lead time	Mitigate	» Schedule » Budget	» Design includes independent consultant review of steel and camber design to expedite release of material. » Leverage fabricator relationships so fabrication timelines are met. » Designs have been advanced to use readily available steel plate grades and thickness, available from multiple mills, to provide flexibility in material ordering and delivery. No special material grades or thicknesses are needed. » Direct coordination with fabricators to streamline shop drawing review process. » Produce design and existing conditions drawings utilizing computer modeling to develop accurate dimensions for fabrication and installation.
8	Category: Construction Risk Owner: Barletta/Aetna JV	Right-of-Way Access to land outside the limits of existing state-owned land is not guaranteed. Temporary construction easements and/or permanent easements may be required to complete the Project.	ROW impacts will be avoided, other than the easements/takings shown on the BTC plans	Mitigate	» Scope » Schedule » Budget	» Design to avoid ROW impacts an/or required takings. » Utilize areas of ROW easements/takings as shown on the BTC plans.
9	Category: Design/ Construction Risk Owner: Barletta/Aetna JV	Long-term Settlement Long-term Settlement may cause problems for the new and existing structures and roadways	Settlement has been identified as an issue that must be addressed in the design of new structures	Mitigate	» Scope » Schedule » Budget	» Utilize materials to minimize the risks associated with compressible soils. » Use deep foundations, alternative lightweight fills, or ground improvements where needed to avoid loading the compressible fills.
10	Category: Design/ Construction Risk Owner: Barletta/Aetna JV	Structure Movement/Settlement Global stability and settlement of proposed embankments and retaining walls located in areas underlain by uncontrolled fill and organic soils	Assume some degree of unknown soil conditions and design must include proper investigations to mitigate settlement of any proposed new structures	Mitigate/ Consider as Project Risk	» Schedule » Budget	» Use foundation structures, which can tolerate less than ideal soil conditions. » Perform additional soil borings to confirm initial borings. » Relocate bridge structures to avoid suspect subsurface conditions. » Coordinate with retaining wall manufacturers to understand requirements for stability while maximizing product durability and lifespan.
11	Category: Construction Risk Owner: Barletta/Aetna JV	Cold Weather Construction Performing construction activities in winter will require additional planning and may require additional resources/ construction efforts to mitigate cold weather affects	Winter construction will be required Construction progress during cold weather will be reduced Grouting and similar activities required	Mitigate	» Schedule » Budget	» During preparation of the Baseline Schedule, include winter calendars to identify activities not to be performed during winter. » Prepare special provisions that provide clear direction for cold weather-susceptible activities that will be performed.
12	Category: Design/ Construction Risk Owner: Barletta/Aetna JV	Electronic Document Management Memorialize all documents and approvals	Approval tracking is needed	Mitigate	» Schedule » Budget	» Provide an experienced Documented Control Specialist for the Electronic Document Management Methodology software system who has worked on other large DB projects. » Provide training for back-up personnel and ensure continuity. » Our Team has successfully used an electronic Document Management system during the preparation of our proposal that will be used going forward, such as SharePoint. » Document Control Specialist will provide initial and ongoing user training to Team members and RIDOT Project staff.

Figure 6-2: QC Organization



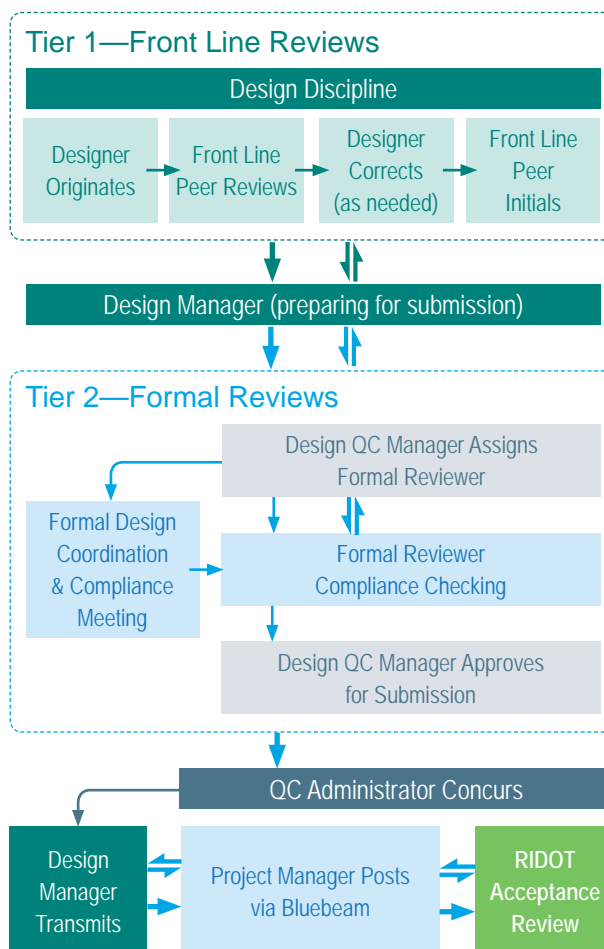
Design QC Process

The guiding principle of our Design QC process is that it be continuous, initiated at the start of the project. Every design activity performed by a team member or subconsultant must be undertaken with the expectation of complete compliance with RIDOT standards and the project criteria.

Each design team member is responsible for calculations and design document output, and also front line QC. **Figure 6-3** illustrates our two-tiered Design QC process. Tier 1—Front Line Reviews process occurs under the leadership of Design Manager Joe Wanat, Deputy Design Manager Jeff Klein, and their discipline leaders. Front Line Reviews are performed within the design teams, following a cycle of product (drawings, calculations, etc.) origination by a designer; detailed checking by a peer or leader; and a response/incorporation/backchecking process to assure appropriate assimilation of checked work.

Jamie will direct Tier 2—Formal Reviews. When a work package is being readied for submission, Joe and the design team will pull together the checked-work products and post the package for formal technical review. Jamie

Figure 6-3: Design QC Reviews



will assign appropriate Formal Reviewers, including senior VHB staff and subject matter experts. Formal Reviewers will review the package and provide written comments to Jamie for resolution and completion of each work package.

VHB will use Bluebeam to produce and document Formal Reviews. Review Comment Resolution (RCR) forms will document that all comments have been reconciled. Once Jamie confirms comments have been addressed, he will report the approved status to Kris, who will then approve submission to RIDOT.

Jamie will track the status of RIDOT Acceptance for each work package, monitoring the RCR forms to verify RIDOT Acceptance before Kris signs off on Release for Construction documents.

During construction, QC team members under Jamie’s direction will review project submittals and shop drawings to verify that the proposed work meets the approved quality plans and contract quality requirements.

Joe will coordinate Requests for Information (RFI) and shop drawings and assign appropriate personnel to the reviews. Our design and construction managers will collaborate to resolve RFIs.

Construction QC Process

As Construction QC Manager, Bill Kearns will develop a written Construction QMP in accordance with RIDOT requirements. Bill will use the plan from the Route 6/10 Interchange DB as a starting point and incorporate lessons learned to create the final plan.

Our Construction QC process, as shown in **Figure 6-4**, will assure that work performed to fabricate, manufacture, or construct each element of the project complies with specification requirements. Each action requires a process control that includes both Front Line QC by craftspersons and formal QC by foremen and superintendents to observe and measure work and make necessary adjustments to the production and placement work.

Figure 6-4: Construction QA/QC System Summary

Construction QA/QC Component	QA/QC Action
Front Line QA/QC	» By laborers and craftspersons
Formal Construction QA/QC	» By foremen, superintendents, QC Manager, and 3rd party testing agencies
Construction QA/QC Plans	» Tailored following successful QA/QC Plans produced by Barletta/Aetna Bridge Team and approved by RIDOT
Inspection Attributes	» Major items identified in the QA/QC plans and per Standard Specs and supplementals
Sampling and Testing Frequencies	» Meet or exceed RIDOT’s schedule for Sampling and Testing of Materials
QA/QC Report Forms and Record Books	» Use Barletta Standard QA/QC Report Forms and Record Books that are continually updated and modify to incorporate lessons learned
Fabricator and Manufacturer QA/QC	» Obtain manuals where possible, and understand procedures before production » On-site inspection at the precast facilities
Produced and Fabricated Materials/ Products	» From RIDOT’s relevant approval list
HMA and Concrete	» Producers will have and maintain approved mix designs » Mass concrete placements: produce trial batches to obtain heat signatures
HMA, Concrete and Earthwork Labs	» Have appropriate NETTCP or AASHTO accreditation



QC measures on Route 6/10 Interchange D/B. Preparation and documentation of concrete strength testing.

Formal QC provides independent checking of produced work or products throughout construction to confirm the quality of materials and workmanship. Under Bill's leadership, Barletta will perform formal QC activities for each major work category. The QC team will be responsible for inspection, sampling, and testing.

During the construction phase, Bill will lead QC meetings with RIDOT and appropriate third parties where they will receive weekly construction schedules, and his team will discuss upcoming work, hold points, notification points, and deliveries. As Construction QC Manager, Bill will:

- » Prepare monthly QC reports
- » Review and approve QC programs of subcontractors and suppliers
- » Monitor inspection and testing plans and schedules, checklists, and checklist logs
- » Compile/review inspection and testing results
- » Log Non-Conformance Reports (NCRs) and track status daily
- » Submit NCRs to RIDOT within 24 hours
- » Meet with construction personnel to review inspection and testing results to identify problems, discuss lessons learned, and determine corrective actions
- » Coordinate with RIDOT personnel, maintain an open and collaborative relationship to allow for timely inspection and acceptance

! **Minimize Risk: Route 79/I-195 Interchange DB QA/QC**



As a result of Bill Kearn's commitment to plan reviews, inspections, and quality testing during the project, this \$228M project was completed with no significant quality issues. The QA/QC process started during the design phase and continued with the same key personnel through the construction phase.

- » Placed more than 26,500 cubic yards of concrete
- » Placed more than 46,600 tons of concrete paving
- » MassDOT approval of more than 1,600 material certifications

QC Oversight of Subcontractors

All subcontractors and vendors will be subject to the Construction QMP. Subcontractors are also required to participate in weekly schedule meetings, informing the QC team of upcoming intended deliverables and work. This required step allows the QC team to make sure that appropriate QC personnel are present to check deliverables against submittals, observe the work, and verify compliance at each hold point.

The same requirements for quality system manuals and self-monitoring will be required of each subcontractor on the project. Bill will verify that each subcontractor has the appropriate QC personnel, certified and trained to perform the sampling and testing required by the specifications for their scope of work.

Records Management Procedures *(RFP 6.9.3.b)*

Quality Policies and Objectives

Our Team affirms responsibility for construction quality. We will make certain that operational techniques and activities are of superior quality and comply with the Contract Documents.

We are responsible for identifying all materials, equipment, and elements of the work; the individuals and organizations performing any functions under the QMP; and activities affecting the quality of materials, equipment, and elements of the work.

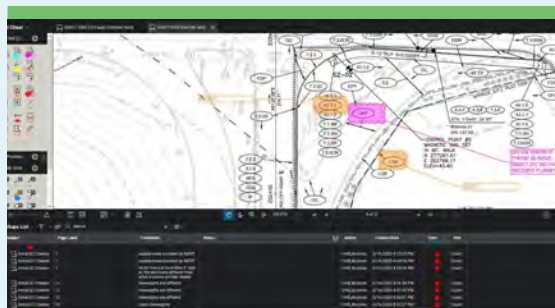
Our primary quality policies/objectives are to:

- » Recognize that a comprehensive QMP is an integral part of design, construction, testing, and commissioning
- » Prioritize quality above schedule and production, matching safety as our highest priority
- » Emphasize the importance of thorough, accurate documentation
- » Empower all employees to ask questions and stop work, when necessary

SharePoint and Bluebeam

The QMP will define our methodology for exchanging, submitting, controlling, filing, and archiving documents. The Team will use SharePoint for drawings, specifications, memoranda, correspondence, and reports to share electronic files with the Team and RIDOT. Workflows will be established to efficiently track and distribute documents and comments. We will use Bluebeam as our external tool to process submissions and catalog review comments/responses and as the repository for final construction documents and QC records. We will also use Bluebeam as a tool to review submittals and will work with your staff to reconcile comment responses and implement changes.

! Minimize Risk: Bluebeam QC Reviews



VHB helped pioneer QA/QC reviews using Bluebeam on RIDOT's largest project, the Route 6/10 Interchange Reconstruction, and we have implemented this tool as standard practice on all of our RIDOT projects. Additionally, VHB worked with RIDOT's Division of Project Management to develop a standard design review template and procedure using Bluebeam.

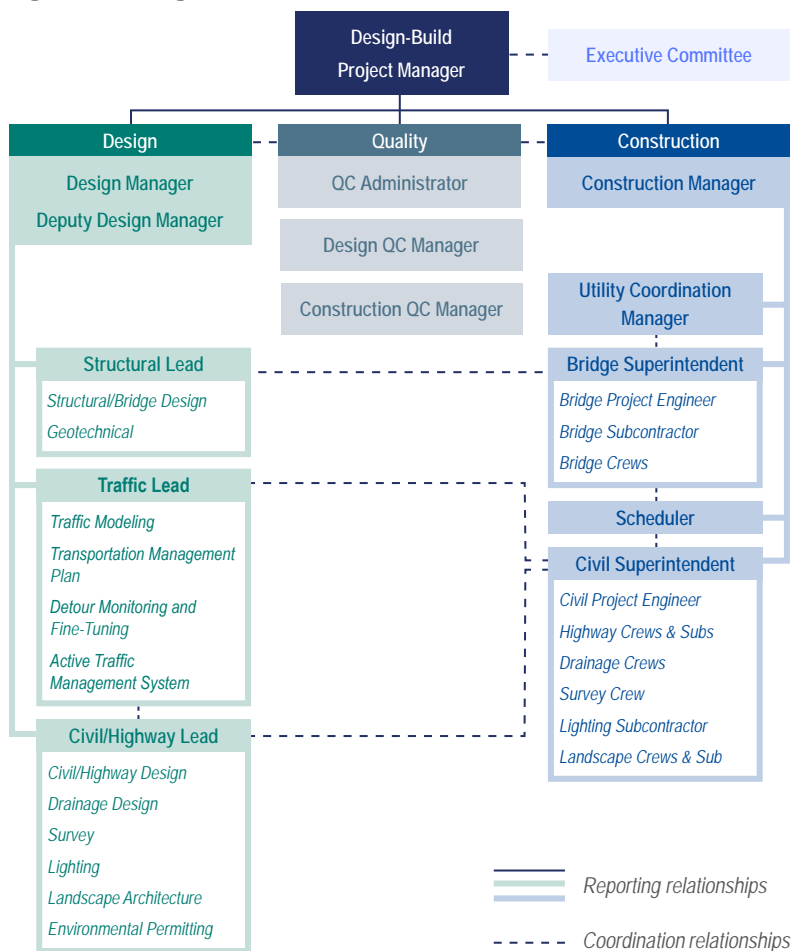
6.4 Design & Construction Management *(RFP 6.9.4)*

From decades of experience delivering DB projects, we know a high level of integration between design and construction functions yields the best results. DB Project Manager Paul Coogan will work with Design Manager Joe Wanat and Construction Manager Dennis Ferreira to establish early, open communication among DB team members, RIDOT, and project stakeholders, and we will leverage this communication to set expectations for the performance and quality of our work.

Design and Construction Organization *(RFP 6.9.4.a)*

Communication and coordination between design and construction have been the keys to all our previous DB successes. More than any other team, our demonstrated history of working together to successfully deliver complex DB infrastructure projects

Figure 6-5: Design and Construction Work Flow and Team Coordination



VHB has developed the following approach for effectively managing the design.

Design Team Structure & Coordination

Design Manager Joe Wanat will lead our design team, bringing nearly 30 years of successful management of complex infrastructure projects, including serving as VHB Project Manager for Route 6/10 Interchange; supporting the community outreach, multimodal planning, and traffic engineering design elements for the Henderson Bridge Reconstruction; and providing technical assistance to RIDOT under VHB's On-Call Traffic Design Consultant contract. Understanding the size, complexity, and aggressive project schedule, we have added Jeff Klein as Deputy Design Manager. Jeff served as Design Manager on RIDOT's Wood River Valley Bridge DB and Louisquisset Pike Bridge DB projects and is currently serving as Owner's Representative for the Providence Viaduct project. While Joe has overall design management responsibility and internal and external VHB coordination, Jeff will take the lead role in the daily operations of the design team and coordinate directly with the discipline leads.

is unmatched. As illustrated in **Figure 6-5**, our approach to integrating design, procurement, and construction fully embraces the intent of DB by integrating both design and construction professionals into an internal QC review process, enhancing communication across multiple disciplines, and taking full advantage of the knowledge and experience of every member of our Team.

Design Management Approach

A project of this size, complexity, and schedule requires a consistent, proactive approach to planning the work and fostering close coordination among all engineering disciplines—structural, civil, highway, traffic, environmental, and utilities—from the beginning of design through construction. **Through our lessons learned on similar complex projects such as the Henderson Bridge Reconstruction and Providence Viaduct SB Replacement,**

"I'm writing to say thanks for your [Joe Wanat] outstanding professionalism throughout this phase of the 6-10 project. I am beyond impressed by your creative ability and motivation to find a good solution in that complex situation we were all thrown into. The City is lucky to have your leadership. Thank you!"

—Allen Penniman, AICP, City of Providence

A combination of internally and externally focused meetings form the basis of our design coordination approach, keeping team members informed of the design development, changes in project constraints, and schedule status. These meetings will focus on coordination among the various project disciplines, with special emphasis on interface locations and constructability. Throughout the design process, VHB, Barletta, and Aetna Bridge will continuously analyze staging, sequencing, and constructability through formal reviews prior to each design submittal.

Subconsultant Management

As shown in **Figure 6-6**, VHB's design team is supplemented by seven subconsultants. These firms bring specialized skills and a history of successful collaboration with VHB on previous DB and RIDOT projects. VHB holds its subconsultants to the same high

Figure 6-6: Design Subconsultant Role

Design Subconsultant	Role
Commonwealth Engineers and Consultants	Structural engineering support & technical review
GZA GeoEnvironmental, Inc.	Geotechnical services
Creative Environment Corp.	Lighting
Welch Associates Land Surveyors, Inc. (DBE/WBE)	Survey, utilities
Bryant Associates, Inc. (DBE/MBE)	Survey, utilities
Applied Bio-Systems, Inc. (DBE/WBE)	SWPPP monitoring/soil evaluations, wetland delineation
Regina Villa Associates (DBE/WBE)	Public outreach

level of responsiveness, thoroughness, and uncompromising quality that it practices. They will be required to adhere to the requirements of the project QMP. To meet the established 12% DBE goal for this contract, VHB has engaged four Rhode Island certified DBE firms.

We will conduct compliance and consistency checks on subconsultant deliverables before submitting them to RIDOT, and internal deliverable dates to VHB are scheduled in advance to allow sufficient time for these consistency checks.

Construction Management Approach

Construction planning will be done concurrently with the design process, and we will provide feedback for the designers to consider and incorporate appropriate means and methods into the design. We have selected construction methods that maximize work that can be completed within allowable work windows, balanced with the need to minimize construction impacts.

Construction Team Structure & Coordination

Barletta and Aetna Bridge have assembled a proven team of our most experienced bridge and highway construction personnel to deliver

! Minimize Risk: Early Construction Coordination to Deliver On Time or Ahead of Schedule

Our Team has identified long lead-time materials/components, such as the bridge structural vendors. Manufacturers and suppliers are already involved in the Project's planning and estimating process. Extremely close coordination with these suppliers for the delivery of their products is of critical importance; by incorporating these requirements into the Project's schedule, continual oversight of deliveries is maintained and delivered to the jobsite on-time.

this project. **Project Manager Paul Coogan** will focus on communication, coordination, cooperation, and monitoring the project Team. **Construction Manager Dennis Ferreira** will report directly to Paul and assist him in the planning, direction, and control of construction operations. **Construction Superintendent Rick McGinn** will report directly to Dennis and will manage the operations of **Bridge Superintendent Scott Thompson and Civil Superintendent Mike Ferreira** and their teams. Many of our key construction personnel and subcontractors have worked together on previous projects, and that familiarity gives our Team a head start on this Project.

Our construction team is responsible for the safe delivery of a high-quality project, on schedule, that will reshape the Washington Bridge and surrounding area. We will focus on the following priorities:

- » Safety is the number one goal
- » Quality takes priority over production
- » Design and construction are integrated into one Team
- » Meeting the schedule
- » Operate as a trusted advisor, a technical extension of RIDOT
- » Proactive approach to utilities and third party coordination
- » Timely delivery of materials

Subcontractor Management

We consider subcontractors and vendors to be key partners, selected based on their demonstrated record of proactive collaboration and commitment to meeting project requirements. Our major subcontractors—many that were part of the Route 79/I-195 Interchange and Braga Bridge DB, and the Route 6/10 Interchange DB—have a successful history with Barletta and Aetna Bridge and have demonstrated ability to meet the high standards for safety and quality we expect.

! **Minimize Risk: RIDOT DB Experience = No Learning Curve**



Our Team has a long-standing relationship with RIDOT. We understand your policies and procedures from our experience on numerous highway and bridge projects. Recent, relevant projects have included the Route 6/10 Interchange DB; Route 295 Bridges 736, 737, and 757 Reconstruction DB; Reconstruction of Henderson Bridge; Louisquisset Pike Bridge Replacement DB, and the Rehabilitation of the Wood River Valley Bridge DB. We will be ready to hit the ground running.

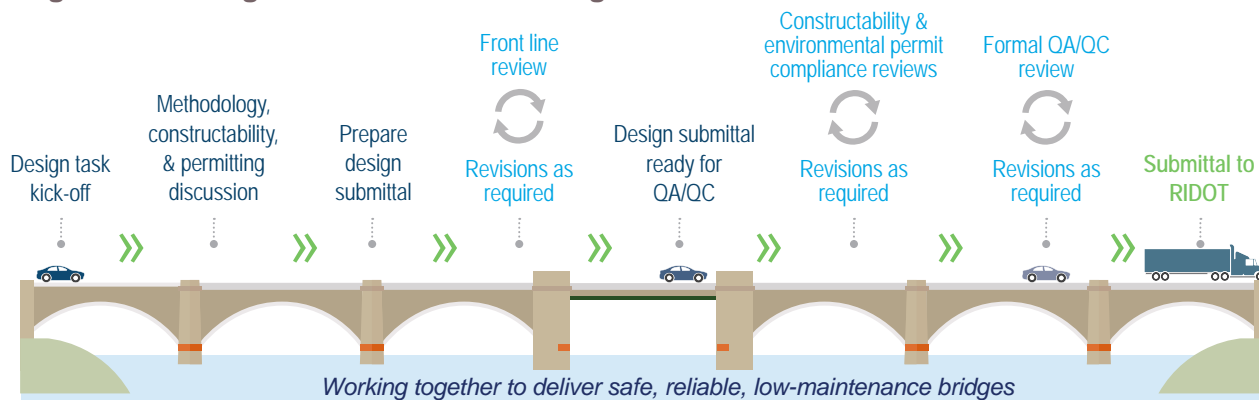
Subcontractors, suppliers, and fabricators are brought in as early as possible during the design process to assist with key material selection and specification details. This allows for a streamlined working-drawing review process as key variables and details are already built into the initial design.

Approach to Project Integration (RFP 6.9.4.b)

The importance of familiarity and strong professional working relationships between DB team members cannot be overstated and represents a tangible benefit to RIDOT. With decades of working together, our Team's approach to internal coordination has been a key contributor to our past successes.

Our Team has existing personal relationships that extend from the executive level down through the Team. These relationships foster effective communication and allow team members to

Figure 6-7: Design and Construction Integration Process



feel comfortable raising issues that need to be covered and knowing the best person to contact in different situations. We maintain the highest degree of interpersonal and professional trust, which results in open and honest communication among all firms.

The design and permitting schedule will drive the construction schedule, and the design submittal and acceptance process must be integrated with the project construction. We will minimize schedule and manage this critical design and construction integration using:

- » Comprehensive baseline schedule with logic to connect design, permitting, and RIDOT acceptance activities as predecessors to respective procurement/construction activities.
- » Weekly in-person progress meetings to review design progress, discuss critical activities, and confirm the early release approvals that are driving the work. These meetings help identify and prioritize design efforts to achieve construction milestones.
- » 3D modeling of existing and proposed project elements to help identify conflicts and communicate design intent.

As shown in **Figure 6-7**, our design development process includes constructability reviews by Construction Manager Dennis Ferreira, Construction Superintendent Rick McGinn, and environmental compliance reviews by **Environmental Manager Susan Moberg**,

PWS. Performed in advance of our Formal QC process, this multifaceted review process is integrated into each design submittal.

As Design Manager, Joe Wanat will work with Dennis Ferreira and the construction team to facilitate constructability reviews of early design packages, and coordinate with RIDOT and its consultants to schedule over-the-shoulder reviews. One of Joe's critical tasks will be to coordinate with Design QC Manager Jamie Pisano to verify that design packages submitted to RIDOT have gone through the QC checks process dictated by the QMP.

Project Design Coordination (RFP 6.9.4.c)

Under the guidance and direction of Design Manager Joe Wanat and Deputy Design Manager Jeff Klein, the design team, will aggressively begin the project starting with survey and mapping efforts.

- » **Welch Associates** and **Bryant Associates** will perform field survey activities and utility research. These activities will lead to the base mapping showing the surface features, record underground utilities, inverts on drainage and sanitary sewer structures, right-of-way lines, and environmental resources areas.
- » **GZA GeoEnvironmental** will review geotechnical reports and historical data and develop a geotechnical program to evaluate

soil conditions in and around the proposed subsurface improvements.

- » **VHB** will review as-built/record highway and bridge plans, perform field reviews, and observe traffic to better understand the existing conditions. VHB will also identify potential landscape opportunities, and establish a vision to enhance the various users of the project area.
- » **Commonwealth Engineers** will perform independent review of structural steel, prestressed girder, and camber designs as well as additional rehabilitation design tasks. The firm will also review existing conditions to evaluate sight lines.
- » **Barletta/Aetna Bridge** will perform test pits at various locations to confirm underground utilities to avoid potential utility conflicts.
- » **Applied Bio-Systems** will provide soil evaluation assistance to assist with soil management plan.
- » **Creative Environment Corp.** will perform lighting and electrical design on the project, designing replacement infrastructure impacted by construction.
- » **RVA** will work with RIDOT's community outreach team to make sure the abutting communities stay informed.

As the base mapping (existing conditions) is developed, the design team will evaluate the proposed improvements in relation to roadway operations, structural capacity, stormwater management, environmental impacts, right-of-way, utilities, aesthetics, constructability, and traffic operations during construction. We will consider public input in these evaluations. The design team will summarize and present these evaluations to RIDOT.

Design will advance towards the 30% Design Submission with the design team meeting biweekly with RIDOT to discuss design elements. The design team will meet internally to discuss design elements and make sure team members are working cohesively. As the

Maximize Value: Executive Committee

As a value-added feature, we have included an Executive Committee consisting of senior leadership from Barletta, Aetna Bridge, and VHB. This committee brings a proven track record of partnering on DB projects and solving problems before they impact the work. Throughout the project, the committee will provide timely project updates to their respective organizations, make certain that the Team has the resources necessary to design and construct the project, resolve any issues that may arise during the Project, and be directly available to RIDOT.

design advances, Design QC Manager Jamie Pisano will confirm the design elements are advancing in accordance with the QMP.

As the design advances towards the issuance of construction drawings, the design team will continue to meet biweekly with RIDOT.

Dispute Resolution *(RFP 6.9.4.d)*

Our Team's Executive Committee will facilitate any dispute resolution. To avoid or mediate external disputes, we propose a voluntary, modified partnering program in which Barletta/Aetna Bridge, RIDOT, utilities, and other third-party project stakeholders participate. This program uses regularly scheduled progress meetings between DB Project Manager Paul Coogan and RIDOT's Resident Engineer and Project Manager to review project issues. Project issues that could potentially lead to a dispute would be identified and discussed at the outset. We also propose an issue-resolution model, established at project kick-off, that identifies the lines of communication among the various parties, and establishes staff counterparts, from field level to senior staff. Should a dispute develop on the project, timelines for issue resolution will be established to elevate discussion to the next management level if resolution is not achieved within the mandated timeframe.

Design Review Process *(RFP 6.9.4.e)*

Keys to a successful design review process include implementing and adhering to a QMP, open and continuous coordination and team collaboration, and thorough documentation. Each design team member is responsible for not only calculations and design document output, but also front line QC, which mandates full understanding of the project criteria, site conditions, and design goals before beginning the design. As work progresses, team members must document decision-making that led to a design choice. As demonstrated on such projects as the Henderson Bridge Reconstruction and the Route 6/10 Interchange, the design team is committed to following the QMP. VHB takes pride in delivering a quality project.

Team Collaboration

VHB's structural, civil/highway, traffic, environmental, permitting, and utilities personnel are co-located in its Providence office under one design umbrella. With shared layout and collaboration space, and a dedicated project conference room outfitted with the latest audio/video technology, this 65-person office has the space and infrastructure to house and support a designated project team area. Co-located design personnel means that design coordination is a continuous practice at the designer level, further promoting a quality project.

For more details regarding our Design Review Process, please refer back to [Section 6.3 Quality](#), as well as [Figure 6-3](#).

Safety and Training Program *(RFP 6.9.4.f)*

The Team's experience on complex bridge and highway projects have helped us to refine an approach that minimizes potential risk and maximizes project safety. **Safety Manager**

! **Minimize Risk: Streamlining the Design Process**



VHB will complete the bridge design, highway design, traffic management, drainage and stormwater design, maintenance and protection of utilities, environmental permitting, and design QA/QC, from its Providence office, only a few miles from RIDOT and the Project site.

Close coordination among design disciplines will result in a tight, streamlined effort to meet project milestones just as VHB did on the recent Henderson Bridge Project, which required an accelerated schedule.

Joan Zapatka will develop a tailored, site-specific Health & Safety Plan that relies on positive reinforcement to employees and behavior-based training methods.

Safety personnel will attend and participate in the regularly scheduled Project progress meetings and review the safety status to address any issues that come up on site. A Safety Training Matrix will be maintained to track employee training and certifications.

Specific key components of our safety program for the Project will include the components outlined in **Figure 6-8**.

Our employees and subcontractors are required to adhere to the safety rules and regulations of the federal, state, and local agencies, as well as the Project policies. We require all project personnel to wear appropriate, approved Personal Protective Equipment. We also have

Figure 6-8: Safety Training Program Highlights

Component	Attendees	Description
Emergency Services	RIDOT and all appropriate first responders	Prior to construction, our Team will host a coordination meeting for developing site-specific emergency response protocols
Project Safety Orientation	All staff including subcontractors, inspectors, and RIDOT staff	Information about site-specific safety concerns, protocols and expectations, as well as how to handle emergencies
OSHA 10-hour & 30-hour	Tradespersons/Foreman and above	Performed by an OSHA-certified trainer
CPR/AED	Foreman and above	Required every two years; training available on-site
Job Hazard Analysis (JHA) and Task Hazard Analysis (THA)	Supervisory Personnel—perform analyses and review JHA's monthly and THA's daily with crews, management, and safety staff	Hazard analyses are performed to identify upcoming construction tasks, potential hazards and safety measures to be taken to mitigate the hazards
Weekly Toolbox Talks	All staff including subcontractors, inspectors, and RIDOT staff	Discussions and presentations of topical site hazards
Weekly Site Inspections	Management staff	Review project safety culture

disciplinary policies for field safety violations, superintendent accountability programs, drug and alcohol pre-employment screening programs, pre-employment safety orientation programs, hazard communication programs, and fleet safety programs.

Additional key components of safety training on the Project will include:

- » **Exposure to and Interaction with Traffic**—As required by RIDOT, all traffic control crews will be ATSSA Works Zone Safety Technician-level certified, and construction superintendents will be ATSSA Work Zone Safety Supervisor-level certified. Our highly successful traffic control program on the Route 79/I-195 and Braga Bridge DB and our ongoing work on the Route 6/10 Interchange DB provides our Team members with a wealth of traffic interaction experience.
- » **Night Work**—Since night work will be required to construct certain portions of the Project, we will implement a special safety training program specifically for this work.
- » **Structural Steel/Precast Erection and Crane Safety**—Certified crane inspectors

provide full inspections annually and upon initial crane set-up. Daily inspections will be performed by crane operators. Signal persons are required to be appropriately certified, and field crews are required to review lift plans at pre-lift meetings.

- » **Unattended Work Zones**—All management and field personnel will be responsible for making sure that work zones are safe before leaving for the day, shift, weekend, or holiday. Training in the types and use of protective systems will be provided.
- » **Marine Specific Safety Training**—Field personnel working in the Seekonk River and bank areas will be required to take marine specific safety training, including marine and barge work, water born hazards, and water rescue. Specialized gear such as PFDs, life rings with lifelines, stokes baskets, eperb locators, and rescue boats are to be provided. Compliance with state, USCG, OSHA, and DOT regulations will be required.

Maintenance of Waterways and Minimizing Environmental Impacts *(RFP 6.9.4.g)*

Maintenance of Waterways

The Project will involve in-water work in the area of pier 4. Barges for substructure repairs and possibly a cofferdam near pier 4 will be needed to facilitate this work. Based upon the scope of work, VHB anticipates that barges will be needed for steel repairs at span 7 which may conflict with the federal navigation project between piers 6 and 7. Our Team will make every effort to minimize work time. We will also coordinate with the US Coast Guard and municipal harbor masters, as needed. It is anticipated that the USCG will require a construction work plan and will likely issue a Notice to Mariners. Any barges or cofferdams needed for the project will be identified with appropriate lighting and signage in accordance with USCG and local requirements.

The project will employ appropriate environmental controls to minimize the potential for discharges or releases of construction debris and materials to the Seekonk River. Environmental controls will include such practices as shielding suspended from the bridge to collect fragments of concrete or steel, secondary containment for fuel, solvents, etc. that may be needed for construction activities, spill prevention and cleanup equipment, etc.

Approach to Dust Control

To minimize the impact of construction dust to adjacent businesses and residences, we will develop appropriate mitigation measures, working with RIDOT on controls. Standard procedures for dust control include:

- » Spray areas of dirt with water to avoid dust from circulating, but avoid saturating the dirt
- » Install and use anti-tracking pads whenever leaving the site

- » Use stacked hay bales around the perimeter of areas subject to wind to avoid stirring up dust
- » Spray concrete with water when it is being demolished to avoid the associated dust
- » Provide a sweeper when the anti-tracking pads are not keeping up with the tracking of soil
- » Cover stockpiles with tarps if not being used, use seed to control dust

Contingency Plans *(RFP 6.9.4.h)*

As we prioritize project risks based on cost and schedule, we will develop contingency plans to avoid, minimize, and mitigate these risks. Tools employed in the creation and implementation of contingency plans include our baseline schedule, Risk Register, approved Traffic Management Plans, Utility Matrix, and Health & Safety Plan.

RIDOT has identified several contingencies that must be planned for and mitigated during the Project. In **Figure 6-9** on the following page, we have grouped them where appropriate and provided a brief summary of how our Team has mitigated them on past projects and would do so on this Project. We will prepare specific contingency plans to meet the needs of this Project.

Project Controls *(RFP 6.9.4.i)*

Based on lessons learned from similar DB projects, most elements that make up our project control system are already in place and will be tailored to the needs of this Project.

Our Team has developed advanced tools for planning, forecasting, tracking, and evaluating the performance of the entire Project Team. Among these tools is our Team's SharePoint platform which allows project management, design engineers, contractors, and clients to store Project content, provide effective document control, and share ideas to keep the Project Team efficient and effective.


Figure 6-9: Contingency Plan and Mitigation

Contingency	Mitigation
» Key staffing replacement plan due to injury or illness	All key staff will have potential replacements documented in our Project Management Plan.
» Poor or severe weather forecast that may impact operations » Severe weather impacting crane operations, including high wind speeds	Work extended hours or weekends to recover lost time.
» Accident within Project limits » Incident within the Project limits, including all streets crossing the highway corridor	Our staff will respond to any situation that may arise. After normal work hours, we will use our labor force in the Providence area to respond immediately to any situation.
» TMP implementation equipment breakdown or staff non-responsiveness	Our traffic subcontractor will have a 24-hour, 7-day a week emergency number and multiple crews available to respond to issues. They stock spare equipment and can obtain replacement parts for any they do not have.
» Crane breakdown during set-up » Crane breakdown during crane removal » Saw cutting machine breaks down » Crane breakdown during removal and placement of girders and prefabricated elements » Equipment breakdowns, malfunctions or failure, including sufficient additional equipment, parts, supplies, operators and power sources	We will have full-time mechanics on site and the ability to draw on our extensive inventory of equipment. In the event the equipment cannot be fixed, the operation will be suspended.
» Obstructions encountered within excavations	While every obstruction is different, our Team has had extensive experience removing/working around obstructions in urban areas such as Providence Boston, New Haven, and Fall River that have had multiple stages of development with a high probability of uncovering buried foundations or abandoned utilities. We will draw on our wealth of experience working in these environments.
» Lost or damaged girders or precast during delivery and/or erection » Accident involving delivery of girder or prefabricated elements resulting in damaged units » Contingency schedule and plan should delivery of necessary materials be delayed or are missing	Prior to scheduling an activity that requires prefabricated elements, our Team pre-stages the material required on site prior to the day/night of the scheduled work. In the event a “piece” is damaged during the erection, a decision is made as to whether it can be repaired or the operation suspended by the on-site QC personnel in consultation with RIDOT.
» Beam too high with no shims » Fit-up problems with cross frames » Bar fit-up problems in closure pours	Each one of the items listed would be reviewed on a case-by-case basis with RIDOT, our designers ,and QC staff, to review options for corrections. In addition, for staged construction, depending on the anticipated camber deflections calculated for the beams, we have field-drilled the cross frames to anticipate potential fit-up problems on staged bridge construction.
» Batch plant breakdown	The severity of the problem would be assessed, and a decision made to terminate the placement at a location based upon the number of trucks batched and on the road.

Contingency	Mitigation
<ul style="list-style-type: none"> » Closure-pour concrete strength not achieved before required time for reopening the bridge to traffic » Construction not complete by the time required for reopening the bridge to traffic » Contingency Traffic Management Plans for a late opening on Monday morning » Temporary pavement marking application in the event of inclement weather 	<p>We strive to plan and undertake activities that can be completed within the timeframes allocated. Each closure will have a reviewed and approved detour plan, and in the event the area cannot be reopened to traffic, the plan would remain in place. Additional traffic details will be requested and in conjunction with RIDOT news stations, will be advised of the situation to inform the public. In regard to the application of temporary pavement markings in inclement weather, our Team will have a stockpile of temporary traffic tape that can be applied. While having to apply tape in inclement weather is the exception, we have used propane heaters to dry out the road to apply the tape.</p>
<ul style="list-style-type: none"> » Construction projects adjacent to work zones 	<p>Coordinate, communicate, cooperate to mitigate disruption.</p>
<ul style="list-style-type: none"> » Maintenance of existing bridges 	<p>Aetna Bridge routinely performs emergency bridge repairs and has the labor, equipment, and material necessary to perform emergency repairs required.</p>

We will also hold weekly meetings to help maintain schedule and foster communication and efficient design coordination. Biweekly meetings will be held with the entire Project Team to review design status and coordinate design details and construction methods.

Our approach to quality and cost controls will be further developed during the design. The cost will be imported into the Project accounting software to create the cost report.

 **Maximize Value:** Our Team recognizes the importance of controlling the capital budget during the design. We have found that effective cost management requires the following key elements:

Allocation: Cost must be organized and allocated to each of the Project's components

Quantity Estimating: Material quantities/cost must be monitored during design and checked against initial budgets

Quality Analysis: Design expectations must consider maintenance and operational needs. During the final design process, our Team will perform regular internal and over-the-shoulder reviews to optimize the design with respect to potential cost, schedule expediency, and ability to maintain quality. Our cost estimating staff will perform independent reviews of the final design to

calculate quantities and costs, which will be corroborated and input into B2W estimating software. Upon completion of the optimized design, the costs and quantities detailed in B2W Software will be exported to the cost and project management database, and reviewed monthly by Project Manager Paul Coogan.

Project Scheduling and Tracking of Progress

Performance: During construction, our Scheduler, Steve Thurber, will continually update the schedule and compare it to the original baseline schedule as a means of tracking progress. We will conduct updates in accordance with the requirements of the RFP.

Utilities Management *(RFP 6.9.4.j)*

Utility Work Coordination *(RFP 6.9.4.j.i)*

The Barletta/Aetna Bridge Team has identified **Brian DeMarco** as our Utility Coordination Manager. Brian will maintain our Utility Matrix and coordinate with the individual utilities, Rick Rhodes on the design side, and Dennis Ferreira and Rick McGinn on the construction side, to minimize staging and sequencing conflicts in the field.

To avoid utility impacts during construction, we will continue coordination with utility companies. We have already identified key utilities and associated work on a Utility Matrix and have prioritized these based on potential schedule and cost implications. The Utility Matrix addresses relocations required and includes the respective utility's scope of work, location, and work our Team must perform. The schedule included in [Appendix C—Proposal Preliminary Project Schedule](#), shows estimated timeframes for the work to be completed based upon the information provided to us by the utility.

Informing Utility Owners *(RFP 6.9.4.j.ii)*

Our Team has already begun coordination with utility owners, and this will continue after project award at biweekly utility meetings, where we will keep the utilities informed of the overall scope and schedule and coordinate work that affects all parties. We will hold technical working group meetings with the individual utility firms to discuss and review design details.

With any large infrastructure project, issues may arise that impact utility coordination—encountering unknown utility, utility not as shown on record plans, delay from utility company, break or damage to existing utility. The DB Team will be ready for these challenges and quickly address them with an

Minimize Impacts: Route 6/10 Interchange Utility Phasing



One of the initial project challenges for the Reconstruction of the Route 6/10 Interchange DB was the coordination with affected utilities. The utility phasing eliminated the need to relocate utilities on temporary bridges and also allowed for utilities to be relocated only once, minimizing disruptions to both public and private utilities. Working in partnership with the affected utility companies, Utility Coordination Manager, Brian DeMarco, is holding monthly meetings, resulting in a high level of coordination to produce shorter durations than anticipated.

expedited response strategy. This response includes previously identified key personnel on the design team for each utility and at RIDOT starting with the Utility Coordination Manager. As these key decision makers are quickly notified, a team-based resolution will be formulated and implemented in a timely manner.

Through our initial design, our proposed revisions to the BTC remove the majority of the utility relocations for this project. There is a minimal amount of utilities that must be relocated to construct the new ramps. A plan will be developed indicating proposed relocation minimizing the impact to the utility system and shared with the utility companies for verification and approval. Comments from the utility companies will be included in the final design. In addition, Utility Coordination Manager Brian DeMarco will work closely with the RIDOT Utilities Section to make certain all force account documentation is received.

Minimize Impacts: Using Historic Utilities Map to Minimize Impacts

Based on prior experience and knowledge, our Team understands the history of the area. This map shows the original roadway configuration before the Veterans Memorial Parkway and Taunton Avenue corridors were reconfigured. We will use historic mapping such as this, to inform our subsurface exploration program and utility probes.



Lighting and ITS/IMS

We have reviewed the plans for the existing lighting and ITS/IMS systems on the Project and understand how each system is supplied with power, and in the case of the ITS/IMS, how data is transmitted. Because each light and ITS/IMS location and the work required adjacent to each will vary, our Team will provide support, temporary connections, and any relocations necessary to maintain the integrity of the existing systems.

A plan for support of conduits during construction will be developed and submitted for approval prior to construction.

Verifying, Locating, Evaluating, Monitoring Utilities (RFP 6.9.4.j.iii)

Prior to commencement of Project work, our survey team, led by Bryant Associates and Welch Associates, will request record plans from public and private utility companies. Following field survey to obtain surface features such as manholes, catch basins, gate boxes, and utility poles, our surveyors will plot the record information into the base mapping. Barletta and Aetna Bridge will hold a preconstruction meeting with public and private utility companies to explain the overall project and the anticipated utility coordination. Barletta and Aetna Bridge will also inquire if the public and private utility companies plan any proposed betterments that may be incorporated into the project.

VHB will overlay the proposed improvements and construction phasing over the base mapping to identify potential conflicts between existing utility facilities and the proposed improvements. Barletta and Aetna Bridge will perform test pits to locate the existing underground utility facilities that may conflict with the proposed improvements and obtain horizontal and vertical information on these facilities. VHB will evaluate the potential conflicts and resolve them through design solutions or utility relocations.

Also, during construction, work in the vicinity of a utility could impact that utility, for example pile installation could cause vibrations that impact a sewer line. As noted on the Utility Matrix, we have already contacted NBC. NBC has two existing sewer lines running along Gano Street. We will perform pre and post CCTV on their facilities as well as perform seismic monitoring to make certain our work does not negatively impact their facilities. We intend to address other utilities as necessary.

Relocations (RFP 6.9.4.j.iv)

For conflicts that cannot be resolved through design solutions, VHB will develop a preliminary layout for relocating each existing utility facility in conflict. VHB will make every effort to minimize these relocations. **Figure 6-10—Utility Matrix** summarizes the relocations required for each utility.

Figure 6-10: Utility Matrix


Utility	Location	Issue	Mitigation	Responsible Party
Electrical Conduit— Service Pedestal to Lights	Gano Street On-Ramp	Conflicts with new on-ramp	Relocate to existing on-ramp	DB Team
Service Pedestal and Electric Meter	Gano Street On-Ramp	Potential conflicts with Bridge No. 700 abutment widening	Sheeting and/or Relocation	DB Team
ITS Conduit	Gano Street On-Ramp	Potential conflicts with Bridge No. 700 abutment widening	Relocate around work zone	DB Team
ITS Conduit	Gano Street On-Ramp	Potential conflicts with pylon relocation	Relocate around work zone	DB Team
Fire Alarm Conduit	Gano Street On-Ramp	Potential conflicts with new abutment	Relocate around work zone	DB Team
NBC—36" Brick Sewer	Gano Street	Potential settlement—due to foundation construction	Pre- and post-CCTV and seismic monitoring during construction, sewer pipe lining.	DB Team
NBC—36" Brick Sewer (48" Brick Record Plans)	Gano Street	Potential settlement—due to foundation construction	Pre- and post-CCTV and seismic monitoring during construction, sewer pipe lining	DB Team
Utility Pole #10	Gano Street	Pole ends up in middle of the road	Relocated Gano Street avoids relocation	DB Team
Guy Pole #10-84	Gano Street	Pole ends up in middle of the road	Relocated Gano Street avoids relocation	DB Team
Utility Pole #09	Gano Street	Pole ends up in middle of the road	Relocated Gano Street avoids relocation	DB Team
Utility Pole #06	Gano Street	Pole is in conflict with relocated Gano Street	Remove and Reset Pole and Guy anchor	NGrid Electric/ Verizon
City Service Pedestal—Lighting	Gano Street	Pedestal is in conflict with relocated Gano Street	Remove and Relocate service pedestal	NGrid Electric/ Verizon
12" Water Main	Gano Street	In conflict with Gano Street On Ramp abutment	Relocate around abutment location	DB Team
National Grid Gas— Gas Main	Gano Street	Potential settlement/ disruption—due to foundation construction	Conduct pre- and post- linkage tests	NGrid Gas
National Grid— Utility Pole WLT 4	Valley Street	Undermined by new off-ramp construction	Profile adjustment—utility maintained	DB Team
National Grid— Utility Pole WLT	Valley Street	Undermined by new off-ramp construction	Profile adjustment—utility maintained	DB Team
National Grid— Utility Pole	Valley Street	Pole ends up in middle of the road	Relocate pole	NGrid Electric/ Verizon
National Grid Gas— 4" Main	Valley Street	Undermined by new off-ramp construction	Profile adjustment—utility maintained	DB Team
East Providence— Water Main	Valley Street	Undermined by new off-ramp construction	Profile adjustment—utility maintained	DB Team
East Providence— 20" Sewer Main	Valley Street	Reduced cover to two feet by new off-ramp construction	Profile adjustment—utility maintained	DB Team

Verizon Telephone Ductbank	Valley Street	Undermined by new off-ramp construction	Profile adjustment—utility maintained	DB Team
RIDOT Service Pedestal—ITS	New Waterfront Drive Off-Ramp	Undermined by new off-ramp construction	Relocate service pedestal	DB Team
RIDOT Utility Pole—ITS	New Waterfront Drive Off Ramp	Undermined by new off-ramp construction	Relocate pole	DB Team
RIDOT Communications —ITS	New Waterfront Drive Off Ramp	Undermined by New Off-Ramp Construction	Relocate communications	DB Team
Lighting System (Poles, Handholes, Conduit)	I-195 Westbound	Undermined by roadway widening and new on/off-ramps	Remove and replace	DB Team

Barletta and Aetna Bridge will present these relocations to the utility companies along with a summary of each utility company’s impact and request their review. We use the summary to confirm that public and private utility companies understand the efforts; in our experience, we have found utility companies may share facilities such as an underground duct bank, and relocating the duct bank requires cooperation and action from both companies.

Following the public and private utility company’s review, Barletta and Aetna Bridge will hold a utility relocation coordination meeting to identify next steps and a schedule to complete these relocations.

Construction Staging *(RFP 6.9.4.j.v)*

Our Team has considered the field work, design, permitting, utility coordination and construction activities that need to be planned, coordinated, and performed to deliver the Project. Please refer to the [Technical Approach](#)  [Section 4.1 Highway/Traffic/Staging](#) for an in-depth discussion of our construction staging strategy. We have provided a schedule overview in [Section 5—Proposal Preliminary Project Schedule](#) and a detailed Schedule in [Appendix C—Proposal Preliminary Project Schedule](#) for all activities.

Coordination of Construction Staging and Toll Gantry Installation Project

(RFP 6.9.4.k)

As part of the Tolling Project DB Team, Aetna Bridge has regularly provided updates on the toll gantry installation plans and schedule. Understanding that the new gantry is operational, we preliminarily provided a temporary lane configuration that has been designed to avoid lane shifts in the final four of our five phases within 100 feet of the gantry. We anticipate a camera shift will be required upon completion of the project to align with the new Gano Street On-Ramp.

Additionally, within 100 feet of the gantry, we have ensured that all temporary lanes are not split or bifurcated on the gantry approach and all milling operations will be completed within the same workday. Our team will provide the required 30-day notice prior to any long-term lane shifts or closures and 48-hour notice prior to short-term lane shifts or closures to the RIDOT Tolling Section.

Please refer to the [Technical Approach](#)  [Section 4.1 Highway/Traffic/Staging](#) for more details on our construction staging and project coordination approach.

DESIGN-BUILD SERVICES FOR
BRIDGE GROUP 57T-10

I-195

WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI

7 Required Forms and Documents



I-195 Washington Bridge North Phase 2



Required Forms and Documents

Forms	Barletta/Aetna JV	Barletta (Lead Contractor)	Aetna Bridge (Contractor)	VHB (Lead Designer)	DESIGN SUBCONSULTANTS						
					Applied Bio-Systems	Bryant Associates	Commonwealth Engineers	Creative Environment	GZA GeoEnvironmental	Regina Villa Associates	Weich Associates
W-9	✓	--	--	--	--	--	--	--	--	--	--
RIVIP Bidder Certification Cover Sheet	✓	--	--	--	--	--	--	--	--	--	--
A Proposal Letter	✓	--	--	--	--	--	--	--	--	--	--
B Industrial Safety Record	✓	✓	✓	--	--	--	--	--	--	--	--
C Anti-Collusion Certificate for Contract and Force Account	✓	✓	✓	--	--	--	--	--	--	--	--
D Health and Safety Certification	✓	--	--	--	--	--	--	--	--	--	--
E Certification of Dumping Facilities	✓	--	--	--	--	--	--	--	--	--	--
F Right-to-Know Act Certification	✓	--	--	--	--	--	--	--	--	--	--
G Certification of Construction Equipment Standard Compliance	✓	--	--	--	--	--	--	--	--	--	--
H Guaranty Form	✓	--	--	--	--	--	--	--	--	--	--
I Buy America Certification	✓	--	--	--	--	--	--	--	--	--	--
J On-the-Job Training	✓	--	--	--	--	--	--	--	--	--	--
K DBE Utilization	✓	--	--	--	--	--	--	--	--	--	--
L DBE Letter of Intent to Perform	--	--	--	--	✓	✓	--	--	✓	✓	--
M Escrow Agreement Form	✓	--	--	--	--	--	--	--	--	--	--
O Design Build Stipend Agreement	✓	--	--	--	--	--	--	--	--	--	--
P Consultant Certifications, Disclosures, and Assurances	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

-- Not Applicable



Barletta/Aetna I-195 Washington Bridge North Phase 2 JV

Team Forms

- ✓ **W-9**
- ✓ **RIVIP Bidder Certification Cover Sheet**
- ✓ **JV Agreement**
- ✓ **RFP/Addenda Acknowledgment Letter**
- ✓ **Forms A-M, O**

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BARLETTA/AETNA I-195 WASHINGTON BRIDGE NORTH PHASE 2 JV	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 40 SHAWMUT ROAD	Requester's name and address (optional)
6 City, state, and ZIP code CANTON, MA 02021	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
8 5 - 0 8 0 5 1 5 7	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 4/23/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

State of Rhode Island
Department of Administration
Division of Purchases

RIVIP VENDOR CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Vendor must be registered as a vendor on the RIVIP system at www.ridop.ri.gov to submit a bid proposal.

Solicitation Number: 7611889A4
Solicitation Title: DESIGN BUILD SERVICES FOR I-195 WASHINGTON BRIDGE PHASE 2 (17 PAGES)

**Bid Proposal Submission
Deadline Date & Time:** 7/2/2021 11:30 AM

RIVIP Vendor ID #: 117494
Vendor Name: Barletta/AETNA I-195 Washington Bridge North Phase
Address: 40 Shawmut Road
Canton, MA 02021-1409
USA

Telephone: 781-821-6222
Fax: 781-821-7444
Contact Name: Michael Foley
Contact Title: AuthorizedRepresentative
Contact Email: mfoley@barlettaco.com

SECTION 2 - DISCLOSURES

Vendors must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below

- N 1. State whether the Vendor, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Vendor, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Vendor, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.
- N 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Vendor is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.

Disclosure details (continue on additional sheet if necessary):

SECTION 3 - OWNERSHIP DISCLOSURE

Vendors must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

If the Vendor is publicly held, the Vendor may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Vendor; otherwise, complete ownership disclosure is required.

List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor. For each individual, provide his or her name, business address, principal occupation, position with the Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.

Barletta/Aetna I-195 Washington Bridge North Phase 2 JV is a joint venture of Barletta Heavy Division, Inc. and Aetna Bridge Company
Barletta Heavy Division, Inc., 40 Shawmut Rd., Canton MA 02021
Vincent F. Barletta; Canton MA; President, Treasurer, Secretary/Clerk and Director; 100%
Michael M. Foley; Canton MA; Vice President and Director; 0%
Aetna Bridge Company, 100 Jefferson Blvd. Suite 100, Warwick RI 02888
Hugo R. Mainelli, Jr.; Warwick RI; CEO; 60%
Hugo R. Mainelli, III; Warwick RI; President and Treasurer; 20%
Mark H. Mainelli; Warwick RI; Vice President and Secretary; 20%

SECTION 4 - CERTIFICATIONS

Vendors must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE VENDOR CERTIFIES THAT:

- Y 1. The Vendor will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y 2. The Vendor possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Vendor shall immediately notify the State Purchasing Agent in writing.
- Y 3. The Vendor will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Vendor will immediately notify the State Purchasing Agent in writing.
- Y 4. The Vendor understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Vendor Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y 5. The Vendor has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Vendor further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.

- Y 6. This bid proposal is not a collusive bid proposal. Neither the Vendor, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other vendor or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other vendor or person to fix the price or prices in the bid proposal or the bid proposal of any other vendor, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other vendor, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Vendor, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. The Vendor: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b).
- Y 8. The Vendor will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.
- Y 9. Vendor certifies that it is not currently engaged in and shall not during the duration of the contract (if awarded) engage in the boycott of any person, firm, or entity based in or doing business with any jurisdiction with whom the State of Rhode Island can enjoy open trade. Nor shall vendor participate in the boycott of any public agencies, entities, or instrumentalities of any jurisdiction with whom the State of Rhode Island can enjoy open trade. For the purposes of this certification "jurisdiction with whom the State of Rhode Island can enjoy open trade" means national governments who are members of the World Trade Organization.
- Y 10. Vendor has complied with and, if awarded a contract with the State of Rhode Island shall promptly comply with, the reporting requirements of the "Reporting of Political Contributions by State Vendors Act", R. I. Gen. Laws § 17-27-1, *et seq.*
- Y 11. Vendor has read and accepts the State of Rhode Island's General Conditions of Purchase which shall be the contractual terms and conditions between the parties upon issuance of a Purchase Order by the Division of Purchases. The State's General Conditions of Purchase can be found at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and addenda can be found at <https://ridop.ri.gov/rules-regulations/>.

Certification details (continue on additional sheet if necessary):

Submission by the Vendor of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Vendor certifies that: (1) the Vendor has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Vendor Certification Cover Form) is accurate and complete. The Vendor acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Vendor pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Vendor.

VENDOR

Date: July 2, 2021

Barletta/Aetna I-195 Washington Bridge North Phase 2 JV

Name of Vendor

Signature in ink

Michael M. Foley, Authorized Representative

Printed name and title of person signing on behalf of Vendor

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT (the “Agreement” or “Joint Venture Agreement”) is made and entered into, effective this 23rd day of June 2020, by and between the following (each hereinafter a “party” or “Party”) and collectively the “parties” or “Parties”):

PARTY	PRINCIPAL PLACE OF BUSINESS	PLACE OF INCORPORATION
Barletta Heavy Division, Inc. (hereafter “Barletta”)	40 Shawmut Road, Suite 200 Canton MA 02021-1409	Massachusetts
Aetna Bridge Company (hereinafter “Aetna”)	100 Jefferson Boulevard Warwick, RI	Rhode Island

WITNESSETH:

WHEREAS, the Parties are interested in submitting a Proposal (as hereinafter defined) for obtaining a contract from the **Rhode Island Department of Transportation** (the “Owner” or “RIDOT”) for the Interstate Route 195 Washington Bridge North Phase 2 Project (the “Project”). The Project, as contemplated for the purposes of this Agreement, is anticipated to be procured by the Owner under a design-build or another alternative delivery procurement method, the design and/or construction, as the case may be, of the Project being hereinafter called the “Work” and the said contract being hereinafter called the “Contract”); and

WHEREAS, the Parties hereto have agreed to form a Joint Venture which will bid for and seek to obtain such Contract from the Owner; and

WHEREAS, the Parties hereto desire to set forth their rights and interests in such Joint Venture, and to set forth their duties and obligations under the Contract which might be awarded as a result of submission of the aforesaid Proposal;

NOW THEREFORE, in consideration of the mutual promises and agreements herein set forth, the Parties hereby agree to constitute themselves as a Joint Venture for the purpose of participating in the procurement process for the Project anticipating that the process will be only a Request for Proposal (“RFP”) phase inviting technical and price proposals (the “Proposal”) from bidders. Each Party will prepare a complete cost estimate for comparison with the other Parties. Unless otherwise specified herein, qualified salaried personnel and equipment supplied by each Party will be in approximate proportion to the Parties’ respective interests stated herein. Personnel commitments may be detailed in this Joint Venture Agreement or Proposal. The Parties form this Joint Venture for the purposes of ultimately submitting a Proposal to the Owner for the performance of the

Contract and for the purpose of performing and completing the construction of the Project in the event that the Contract is awarded to them, but not for any other purposes. All Parties will provide qualified personnel to assist in preparing, developing and furnishing cost, rate, pricing, and technical information for the Proposal. The Proposal will be submitted by Barletta as the Managing Party. After submission of the Proposal, the Parties will cooperate with each other in furnishing any additional information and data reasonably required to assist the Owner in its evaluation of the Proposal and shall participate as reasonably required in any negotiations, presentations, additional submittals or other such activities. Each Party will be solely responsible for the accuracy of the information it provides that is included in the Proposal.

This Agreement contemplates only the furnishing and performance of the work, labor and materials necessary for the submission of the Proposal and for the completion of the Contract, and the Parties are not making any permanent agreement to develop or undertake any project other than the Project. Nothing in this Agreement shall be construed as a limitation of the power or rights of any Party hereto to carry on its separate business for its sole benefit except, however, the Parties hereto shall cooperate with each other according to the terms and spirit hereof in the performance and completion of the Contract pursuant to this Agreement. The Parties hereby agree that such Proposal shall be filed and such Contract, if awarded to them, shall be performed and completed by them as a Joint Venture subject to the following terms and conditions:

ARTICLE 1: NAME

The name of the Joint Venture shall be the “**Barletta/AETNA I-195 Washington Bridge North Phase 2 JV**” and the business of the Joint Venture shall for convenience be carried on under that name and under no other name. The address of the Joint Venture shall be the address of the Managing Party.

ARTICLE 2: PROPOSAL

- a) The Parties hereto agree to jointly prepare the Proposal for the construction of the Project to be submitted to the Owner or its agent as may be required under the RFP on the official Proposal date. Should the Parties fail to agree as to the form, the terms, or conditions of the Proposal, then, in such event, the Joint Venture and this Agreement shall terminate, subject to the rights and obligations of the Parties accrued prior to such termination and subject further to the following:

Notwithstanding the foregoing, the Parties agree to exercise their best efforts and to proceed reasonably and with due diligence to agree to the form and the terms and conditions of the RFP and the Proposal.

- b) Any negotiations with the Owner or any sureties, subsequent to the submission of the Proposal, whether before or after the awarding of the Contract, shall be conducted by the Executive Committee defined later herein, and costs related thereto shall be borne by the Joint Venture.

- c) Except as is provided in this Agreement, during the term of this Agreement none of the Parties to this Agreement shall, without the previous written consent of the other Parties, directly or indirectly bid for or take any interest for its own benefit in the execution or carrying out of the construction of the Project or any part thereof or any services preparatory thereto and each of the Parties shall do all in its power to ensure the observance of this prohibition by all persons from time to time in its employment and all of its affiliates and subsidiaries or parent company as defined by Federal or State law.

- d) Except as is herein provided to the contrary, or unless otherwise mutually agreed upon by all of the Parties hereto:
 - (i) each of the Parties hereto shall assume its own expenses incurred prior to submission of the Proposal; and

 - (ii) no payment shall be made by the Joint Venture to any Party or to any third party in reimbursement of expenses incurred by such Party in connection with the preparation of the Proposal, as the case may be, unless by prior mutual agreement.

- e) If the Joint Venture is required to post a bid bond in connection with the Proposal for construction of the Project, each Party agrees to pay its Proportionate Share, as defined below, of the cost of any bid bond required for the Project. If successful, the cost of the bid bond, if any, shall be borne by the Joint Venture.

- f) If the Proposal is accepted by the Owner, or if the Joint Venture is successful in negotiating the Contract subsequent to the submission of the Proposal, the Parties shall execute a contract as Joint Venture partners, and shall take such other steps as may be required to make the Contract a legal and binding agreement among the Joint venture and the Owner. If the Proposal is not accepted by the Owner or if the Joint venture is not successful in negotiating the Contract with the Owner within six (6) months of submission of the Proposal, then this Agreement shall terminate, subject to the rights and obligations of the Parties accrued prior to such termination.

ARTICLE 3: PARTICIPATION OF PARTIES

- a) Except as may be provided to the contrary in this Agreement, the interests of the Parties in any profits, and their respective shares in any losses and liabilities that may result from the performance of the Contract, and their interests in all property, equipment and other assets acquired by the Joint Venture, and all monies received in connection with the performance of the Contract shall be as follows:

PARTY	PROPORTIONATE SHARE
Barletta	65%
Aetna	35%

(the said percentage for each Party being herein referred to as its "Proportionate Share"). Notwithstanding anything to the contrary herein, if the total value of the Contract exceeds \$70 million, then Aetna's Proportionate Share will be adjusted downward such that Aetna's Proportionate Share in the Joint Venture will be the percentage that \$17.5 million is of the total value of the Contract.

- b) Each of the Parties hereto agrees that in the event of any losses arising out of, or resulting from the submission of the Proposal (except those expenses incurred by any Party in connection with the preparation of the Proposal) and/or the performance of the Contract, each Party hereto shall assume and pay its Proportionate Share of such losses. If for any reason any Party hereto incurs any liabilities or is required to pay any losses arising out of or resulting from the submission of the Proposal (except those expenses incurred by any Party in connection with the preparation of the Proposal) and/or performance of the Contract, or the posting or furnishing of the necessary bid bonds or performance or payment bonds, or payment under the terms of such bonds, which are in excess of its Proportionate Share, the other Parties shall reimburse such Party in such amount or amounts as the losses or expenses and/or liabilities assumed or incurred by such Party exceed its Proportionate Share in the total losses, expenses and liabilities of the Joint Venture, so that each member of the Joint Venture will then have paid its Proportionate Share of such losses. To that end, each Party hereto agrees to indemnify the other against, and to hold the other harmless from, any and all losses, expenses and liabilities of the Joint Venture that are in excess of the other's Proportionate Share; provided, however, that the provisions of this sub-paragraph shall be limited to losses, reasonable expenses and liabilities resulting from or arising out of the submission of the Proposal (except those expenses incurred by any Party in connection with the preparation of the Proposal, including any obligations to any third party incurred by a Party in preparation of its bid, which third party was not engaged by agreement of the Executive Committee of the Joint Venture) and/or the performance of said Contract, the posting or furnishing of the necessary bid and performance bonds, and payment under the terms of such bonds, and shall not relate to or include any incidental, indirect or consequential loss or losses, expenses or liabilities (including, without limitation, loss of profit, contract, use or revenue suffered by a Party, but expressly excludes claims seeking remedy

for indirect or consequential loss or losses, expenses or liabilities suffered by third Parties which claims are not covered by Joint Venture insurance and which must be paid by a Party or the Joint Venture, including insurance deductibles, co-payments and other insured contributions required under the terms of the responding insurance policy(ies)) that may be sustained, suffered, assumed or incurred by any Party hereto in connection with the submission of the Proposal and/or performance of the Contract. The obligations under this subparagraph shall survive completion or termination of the Project or this Agreement.

- c) Each of the Parties agrees to place at the disposal of the Joint Venture, as directed by the Executive Committee, the benefit of all its experience, technical knowledge and skill and shall in all respects bear its share of the responsibility and burden of completing the Contract including the provision of information, advice and assistance for the execution of the Work. Notwithstanding the foregoing, the Parties recognize that each Party is actively engaged in the performance of other work and other contracts, as well as the pursuit of same, and the Parties agree that the foregoing shall not be deemed to require a Party to devote efforts to the extent that such efforts are to the detriment of the reasonable pursuit and completion of its other work and/or obligations in combination with the Contract.

ARTICLE 4: EXECUTIVE COMMITTEE

- a) To facilitate the handling of any and all matters and questions in connection with performance of the Contract, a Joint Venture Executive Committee shall be established comprised of one representative from each of the Parties hereto. Each of the Parties hereby appoints the following representative and alternate to act for it in all such matters with full and complete authority to act on its behalf in relation to any and all matters and things in connection with, arising out of, or in relation to any and all matters, questions and things involving performance of the Contract.

Each of the Parties of the Joint Venture listed below agree to be held jointly and severally liable for any and all duties and obligations of the Joint Venture as the offeror under the Project and under any Contracts or Agreements arising therefrom, subject only to authorization by the Executive Committee of the Joint Venture if expressly required hereunder.

The following individuals are authorized to execute documents on behalf of the respective Parties of the Joint Venture.

PARTY	REPRESENTATIVE	ALTERNATE
Barletta	Michael Foley	Vincent F. Barletta
Aetna	Hugo R. Mainelli, III	Jeffery A. Bostock

Any Party may at any time and from time to time change its appointed representative or alternate by filing with the other Parties a written notice in accordance with this Agreement. The alternate representatives shall serve only when the primary representative is absent or unable to serve.

- b) The representatives of the Parties constituting the Joint Venture Executive Committee, who are designated in accordance with this Agreement shall hereafter be known as the Executive Committee and shall meet quarterly or as requested by any member of the Executive Committee, subject to ten (10) days notice (or such lesser period upon which the members of the Executive Committee may agree), to act on matters within the mandate of the Executive Committee. Such meetings shall be in person or by telephone conferencing. A resolution in writing, signed by all of the members of the Executive Committee shall be as valid as if it had been passed at a meeting of the Executive Committee.
 - c) Decisions shall be taken by resolution with each of the representatives of each Party having a vote equal to his/her Party's Proportionate Share. The Parties acknowledge that it is their wish that all decisions of the Executive Committee shall be unanimous. However, in the event that the Executive Committee is unable to reach a unanimous decision, then such decision shall be determined by majority vote of the Proportionate Interest, which majority when referred to in and for all purposes of a majority under this Agreement shall require the approval of at least seventy percent (70%) of the Proportionate Share. Unless otherwise expressly specified herein as requiring a unanimous vote of the Proportionate Interest, decisions on the following issues shall be by a majority vote of the Proportionate Interest.
 - i) disposition of the plant, equipment, tools or salvageable materials of the Joint Venture; In the event that the Executive Committee shall fail to reach agreement on the disposition of the plant, equipment, tools or salvageable materials of the Joint Venture, such issue shall be determined as provided in sub-clause (d) of ARTICLE 13.
 - ii) insurance coverages, including deductible amounts, to be obtained and maintained by the Joint Venture in connection with the Work;
 - iii) any decision under ARTICLE 9 or 14 to pay or return capital, contributions, head office overhead or profit to the Parties prior to the completion of the Joint Venture;
- ; and
- iv) any contract between the Joint Venture and any of the Parties, whether for services, materials or equipment of any kind. It is also the intent of the Parties that each Party have an equal opportunity to provide materials, equipment and services to the Joint Venture, albeit at a competitive price,

and such intent shall be considered in the resolution of any disputes relating to contracting with any Party to the Joint Venture.

Notwithstanding anything to the contrary above any alteration to this Joint Venture Agreement, other than correction of a scrivener's error, may only be by unanimous decision of the Parties. In addition, any decision to initiate or settle claims against the Owner, any subcontractors or suppliers, or other third parties may only be by unanimous decision of the Parties.

In case the Parties fail to reach the required majority, the matter in question may at the election of any Party hereto be referred to the Senior Officer of each of the Parties for resolution. In the event that the Senior Officers shall fail to reach unanimous agreement, such issue shall be determined as provided in ARTICLE 17.

- d) Every decision of the Executive Committee upon any of the matters within its mandate under this Agreement shall be binding upon the Parties as if the same had been included in the provisions of this Agreement at the time of the execution hereof.
- e) If neither the representative of a Party nor his alternate attends a duly convened meeting of the Executive Committee, the meeting shall be adjourned and requested again giving notice as aforesaid. Should neither the representative of a Party nor his alternate still not attend, then the meeting shall proceed in their absence.
- f) The Executive Committee shall have the mandate to deal with all decisions, commitments, agreements, understandings and all other matters pertaining to negotiations with the Owner or any sureties subsequent to the submission of the Proposal and pertaining to performance of the Contract.

The Executive Committee shall have power and authority:

- i) to supervise and control the performance of the Managing Party later defined herein;
- ii) to exercise control and make decisions on general policy matters related to the Joint Venture, which are not specifically delegated to the Managing Party, or the Project Manager;
- iii) to review for approval the Managing Party's recommendations in such matters as the overall plan for execution of the Work, determination of the amount of working capital required, the timing of calls for working capital, the determination of requirements and plans for the acquisition of any plant or equipment with a value in excess of \$500,000, the determination of the need for and the terms of subcontract or material supply agreements in excess of one million dollars(\$1,000,000), the approval of salary schedules,

the return of working capital advanced by the Parties to this Agreement, and the distribution of profits earned;

- iv) to delegate the authority to act for and bind the Parties to this Agreement in connection with all or any part of the performance of the Work. Said delegation of authority to any of the Parties, or to any other person or persons may be revoked at any time;
 - v) to receive and review reports on the progress of the Work from the Managing Party. The contents and timing of reports shall be determined by the Executive Committee, except that the Managing Party shall deliver a job profit and loss and balance sheet no less than on a quarterly basis within forty-five (45) days after the end of each calendar quarter. The Project Manager shall meet with the Executive Committee when requested by said Committee;
 - vi) to determine the amount of any reserves required for any warranty period in respect of any unsettled claims, demands or other contingents of the Joint Venture relating to the Work; and
 - vii) to set the financial reporting period year-end for the Joint Venture.
- g) All business transacted at meetings of the Executive Committee shall be recorded in suitable minutes by the Managing Party and distributed to all Parties within two weeks hereto for comment, correction and acceptance within two weeks of receipt.

ARTICLE 5: MANAGING PARTY

- a) Barletta is hereby designated as the Managing Party of the Joint Venture. The Managing Party shall have charge and supervision over the timely and satisfactory performance of the Contract, subject at all times, however, to the superior authority and control of the Executive Committee as specified in this Agreement.
- b) The Managing Party, subject to the approval of the Executive Committee, shall have authority to appoint and replace from time to time the various salaried and hourly personnel necessary to develop and operate the Work, and to negotiate, execute and deliver purchase orders, rental agreements, labor agreements, subcontracts and such other agreements as are necessary and appropriate to carry out the Contract. The Managing Party shall not consent to any major extension to the Scope of the Work without the required approval of the Executive Committee.
- c) The Managing Party shall be responsible to establish a project office in the proximity of the work and conduct all business affairs on behalf of the Joint Venture including but not limited to payment of wages and accounts, and furnishing statements and reports concerning the financial status of the Joint Venture and progress of the Work as required by the Executive Committee. The

Managing Party shall furnish each of the Parties with a quarterly cost report, balance sheet and income statement calculated on the percent of completion basis, no later than sixty (60) days after the end of each calendar quarter. The Managing Party also shall arrange for a year-end audit to be performed by an independent accounting firm selected by the Executive Committee.

- d) Other off-site overhead services required to support the performance of the Contract shall be furnished by the Managing Party, and if pre-approved by the Executive Committee, appropriate reimbursement shall be made to the Managing Party for the cost of such services as determined by the Executive Committee. Notwithstanding, it is the intent of this Agreement that all services of the Managing Party for personnel above the level of the Project Manager of the Contract, be included in the fee set forth as payable to the Managing Party herein unless such personnel or expense is carried in the proposal estimate as approved by the Parties as a separate line item identified for reimbursement to the Managing Party over and above the management fee referenced below.
- e) As compensation for all services of the Managing Party above the direct Project Manager in the performance of its duties as Managing Party hereunder, including but not limited to the services of its corporate and district offices (excluding the Project office), administration, and IT costs such as computer services, including allocated main office computer charges for purposes of processing payroll, subcontract and accounts payables, reasonable costs of clerical and bookkeeping services, equipment charges and project control reports (“Data Processing Costs”), the Managing Party shall be entitled to a Management Fee. The Joint Venture shall reimburse the Managing Party for these costs as part of the management fee, which shall be charged at a monthly rate of one percent (1%) of the Contract proceeds during the construction term of the Project. The construction term of the Project will end at substantial completion plus three (3) months. This charge will be charged to the Joint Venture as cost of the Work and as such will be included in the Proposal estimate.

ARTICLE 6: PROJECT PERSONNEL

- a) The Executive Committee shall designate a Project Manager, who shall serve at its pleasure and be subject to the Managing Party's control. The Project Manager shall be delegated responsibility for the practical execution and carrying out of the Work and shall have such specific powers as the Executive Committee may, from time to time, delegate, but the Executive Committee shall not delegate any powers specifically reserved to it under the terms of this Agreement.
- b) Each Party agrees that it shall supply and make available to the Project Manager such of its supervisory, managerial and other personnel as shall reasonably be required in order to successfully perform the Contract, as determined by the Executive Committee. Except for managerial employees identified prior to initiation of the Work, trade and other such non-managerial employees may, at the

option of the Parties, become employees of the Joint Venture and shall serve under the authority of the Project Manager. All reasonable costs of employment of employees remaining in the employment of a particular Party shall be reimbursed or paid to the providing Party at actual costs incurred or upon terms to be established by the Executive Committee.

- c) Hourly personnel and salaried personnel not available from the Parties hereto shall be hired by the Joint Venture.
- d) No Party shall knowingly solicit, recruit, hire, or otherwise employ or retain as a consultant or advisor any employee of any other Party who has worked on the Proposal or Contract after the Effective Date of this Agreement and for one (1) year following the termination or expiration of this Agreement, without the prior written consent of the other Party. However, this Section shall not restrict the right of any Party to solicit or recruit generally in the media, and shall not prohibit any Party from hiring, without prior written consent, any current or former employee of any Party who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring Party.
- e) It is the intention of the Parties that all losses incurred by the Joint Venture shall be shared by the Parties in accordance with their Proportionate Shares, whether or not such losses are caused or contributed to by any of the Parties hereto, the Managing Party, the Project Manager, the members of the Executive Committee or any of their respective directors, officers or employees, provided that such persons are not acting in bad faith and within the scope of their authority under this Agreement. Accordingly, in connection with or in carrying on its or his duties or responsibilities pursuant to this Agreement or under the Contract, none of the Parties hereto, the Managing Party, the Project Manager, the members of the Executive Committee and their respective directors, officers and employees shall be liable to the Joint Venture or any of the Parties hereto for its or his acts or omissions, whether or not such acts or omissions are negligent, provided that it or he is not acting in bad faith and within the scope of their authority. The Joint Venture shall indemnify and save harmless all such persons for any claims, losses, damages and costs arising from or in connection with its or his carrying out its or his duties or responsibilities under this Agreement or the Contract except in the event of such bad faith and acting beyond the scope of their authority under this Agreement.

ARTICLE 7: WORKING CAPITAL

- a) All working capital, when and as required for the performance of the Contract, shall be furnished by the Parties in accordance with their Proportionate Shares. The need for working capital and the dates on which it is to be furnished shall be determined by the Executive Committee, each such determination shall be binding and conclusive on the Parties. The Executive Committee shall give written notice at least thirty (30) days prior to the date for payment thereof. The working capital so provided and all other funds received by the Joint Venture shall be deposited in

such banks and may be withdrawn on the conditions set forth in ARTICLE 8. Those authorized to manage funds of the Joint Venture shall be bonded in such amounts and in such companies as the Executive Committee shall determine.

- b) The Managing Party will make use of working capital, investing it prudently in low-risk, short-term securities, so that it will earn interest without interfering with payment of current obligations of the Joint Venture as they become due.
- c) The Executive Committee will comply with the working capital guidelines attached as EXHIBIT A.
- d) All monies received by the Joint Venture, whether as advances by the Parties to this Joint Venture, as payments under the Contract or otherwise, shall be treated and regarded as and are hereby declared to be, trust funds for the performance of the Contract and for no other purpose until the Work shall have been fully completed and accepted by the Owner, and until all obligations of the Parties hereto shall have been paid, otherwise discharged, or provided for by adequate reserves. Such reserves shall likewise be treated as trust funds until they shall have served the purposes for which they were created.
- e) Should any Party (the "Defaulting Party") be unable or fail or neglect to contribute its Proportionate Share of the working capital within seven (7) calendar days after the date set for the contribution thereof by the Executive Committee, the other Parties (collectively referred to as the "Non-Defaulting Party") may, at their option, pay the share of the Defaulting Party (the "Defaulting Party's Contribution"). If the Non-Defaulting Party pays all or part of the Defaulting Party's Contribution, such payments shall be deemed to be demand loans made by the Non-Defaulting Party to the Defaulting Party. Such loans shall be immediately repayable by the Defaulting Party without notice and shall bear interest at a rate per annum equal to three percent (3%) above the Prime Lending Rate, determined on a day-to-day basis. Such loans shall be and are hereby declared to be secured by a paramount lien and charge on the interest of the Defaulting Party in the Joint Venture and the Defaulting Party shall and does hereby assign to the Non-Defaulting Party its right to any payments from the Joint Venture as further security for such loans. Partial payments in respect of such demand loan shall be applied firstly to accrued interest and secondly to reduction of principal. Each Party shall execute and deliver to the others such documents as are reasonably necessary to perfect such lien including, without limitation, a Security Agreement and UCC-1 Financing Statements. In this Agreement, "Prime Lending Rate" means that rate declared from time to time by Bank of America of Chicago as being its prime lending rate for commercial loans.
- f) For any period during which a Defaulting Party remains indebted to the Non-Defaulting Party pursuant to sub-paragraph 7(e) hereof:
 - i) the voting strength of the representative of the Non-Defaulting Party shall be increased to the proportion that its actual contributions to working capital

(including loans therefore to the Defaulting Party) bear to the total contribution made to working capital by the Parties and the voting strength of the representative of the Defaulting Party shall be decreased accordingly;

- ii) the Defaulting Party shall remain obliged to continue to contribute its original Proportionate Share of working capital as required from time to time; and
- iii) the Defaulting Party shall remain liable for any losses of the Joint Venture in accordance with its original Proportionate Share.
- g) In the event that the Non-Defaulting Party does not pay the Defaulting Party's Contribution, then the Non-Defaulting Party at their option may terminate the Defaulting Party's interest in the Joint Venture, in accordance with ARTICLE 15.
- h) All working capital advanced shall be repaid to the Parties advancing the same prior to the distribution of any profits. All repayments of working capital shall be in the reverse order to which they were paid in. Each such repayment of working capital shall be repaid to the Joint Venturers in the same ratio as it was paid in by the Parties. In no event will repayment of any working capital or advance distribution of anticipated profit reduce the obligation of the Parties for future contributions of working capital or for losses of the Joint Venture.
- i) In the event that a Defaulting Party is indebted to the Non-Defaulting Party pursuant to sub-paragraph 7(e) hereof, any monies otherwise payable to the Defaulting Party by the Joint Venture shall be paid to the Non-Defaulting Party to be applied in reduction of the loans until the loans by the Non-Defaulting Party to the Defaulting Party have been paid in full.

ARTICLE 8: BANKING

- a) A bank account or accounts shall be opened in the name of the Joint Venture in such bank or banks whose branch is located within the Commonwealth of Massachusetts under such description or descriptions as the Executive Committee may determine. All working capital contributions made by the Parties hereto, and all of the funds received by the Joint Venture or by any of the Parties on behalf of the Joint Venture in connection with the performance of said Contract shall be deposited in such bank account or accounts. Withdrawals may be made by check or draft or other instrument in such form as the Managing Party may from time to time direct. All persons authorized to draw against the funds of the Joint Venture shall be bonded in such company or companies and in such amounts as the Executive Committee shall determine. The premiums on any such bonds shall be paid by the Joint Venture. No Party will unreasonably restrain and/or refuse to authorize withdrawal of funds for payment of proper expenses relating to the Work.

- b) Unless otherwise previously agreed in writing by the Executive Committee, no payments shall be made or monies withdrawn from any such bank account or accounts except for the purposes of the Joint Venture. Monies not immediately required for the purposes of the Joint Venture may be invested in securities or other investments in the name of the Joint Venture. The Executive Committee shall provide to the Managing Party a listing of acceptable securities and investments. Under no circumstances shall such securities or investments be stocks, bonds, or other instruments of debt and equity issued on behalf of any of the Parties or affiliated companies to the Parties of the Joint Venture. No part of any funds deposited in any bank account or accounts of the Joint Venture shall be paid or returned to any of the Parties except as specified herein or as may otherwise be determined by the Executive Committee.
- c) No money shall be borrowed or financing arranged for the account of the Joint Venture, nor shall any assets of the Joint Venture be charged, assigned, mortgaged, pledged or hypothecated, unless approved by the Executive Committee. If any monies are so borrowed, they shall be repaid in full prior to return of any working capital and distribution of gains or profits.

ARTICLE 9: ACCOUNTING

- a) Separate books of account of the Joint Venture and its operation shall be kept by Managing Party and maintained at the office of the Managing Party. Financial Statements and other reports, as directed by the Executive Committee, of the financial condition of the Joint Venture shall be made to each Party as set forth herein. All records of the Joint Venture shall be open to examination and photocopy at any reasonable time by any of the Parties hereto. Such records and documents shall not be removed from the place where they are usually kept, without the previous consent of the Executive Committee.
- b) Annual audits shall be made and furnished to each Party by an independent firm of accountants selected by the Executive Committee upon the request of a majority of the Parties. Upon completion of the Contract, there shall be a final independent audit of all accounts, records and other pertinent data and the results if such independent audit shall be furnished each Party for its review.
- c) The cost of any and all independent audits/reviews or any such independent accounting services to provide such financial statements required hereunder, are part of the Joint Venture costs. The keeping and maintaining of the separate books of account during the course of the Work is part of the management fee. To the extent records must be kept subsequent to the completion and acceptance by all the Parties, of the final accounting, they shall be kept at such place as the Parties shall determine and the cost shall be borne by the Parties in accordance with their Proportionate Shares.

- d) The currency of the account of the Joint Venture shall be United States of America (U.S.A.) dollars.

ARTICLE 10: BONDS & INSURANCE

- a) The Managing Party shall obtain and maintain insurance on behalf of the Joint Venture and each of the Parties hereto as required by the Executive Committee or under the Contract including, without limiting the generality of the foregoing, liability insurance respecting the Work and insurance respecting fire and other perils on all equipment and other assets of the Joint Venture. Barletta Engineering shall be named as additionally insured with any additional costs associated therewith, if any, to be paid by Barletta. The type and amount of insurance will be determined by the Executive Committee, which shall approve the coverage and cost of said insurance prior to its purchase. Notwithstanding, such insurance shall comply with the minimum requirements of the Contract. All Contract performance, payment and other surety bonds that may be required of/by the by the Joint Venture shall be obtained and maintained in the name of the Joint Venture by the Managing Party. Each Party shall furnish, in accordance with its Proportionate Share, its respective percentage of any bond, or other security, required in connection with the award of a contract for the Project, and between themselves the Parties shall bear, in accordance with these percentages, the obligations of any bond or other security. Each Party's bonding company will bill the Joint Venture for its share of the cost of the performance and payment bonds. All Parties shall obtain any and all bonds and insurance required in connection with the Joint Venture. Each Party shall execute such indemnity agreements and other agreements as may be required by the companies writing the bonds.
- b) All premiums for bonds and insurance required on the project and in the name of the Joint Venture shall be a direct cost to the Joint Venture.
- c) The insurance broker for all bonds and insurance required by the Joint Venture shall be determined by the Executive Committee.
- d) Notwithstanding anything to the contract regarding liability of the Parties to each other under the terms of this Joint Venture Agreement, each of the Parties agrees to be jointly and severally liable to the Owner under the Contract where required by the Owner or applicable law.

ARTICLE 11: TREATMENT OF COSTS

- a) Except as otherwise expressly provided herein, costs incurred by any of the Parties hereto in the performance of the Contract or while directly engaged in the business of the Joint Venture shall be reimbursed by the Joint Venture to such Party. Reimbursable costs shall be limited to:

- i) the salary and all other employment-related expenses including, without limitation, benefits, payroll taxes and deductions of approved office and field personnel, which are not carried on the Joint Venture payroll, for the period of direct involvement, provided prior approval of the Executive Committee has been received;
 - ii) all reasonable costs of travel, lodging, food, subsistence and such related miscellaneous expenses in accordance with the Party's company policies, subject to any approval by the Executive Committee as it may be required hereunder has been received, and which approval shall not be unreasonably withheld or delayed; and
 - iii) compensation for services or equipment rental provided by either one of the Parties, subject to any prior approval of the Executive Committee as it may be required under the terms hereof.
- b) Costs reimbursable to the Parties shall not include any charges for expenses in submitting the Proposal or any services covered by the management fee paid to the Managing Party.
 - c) Direct job costs for field supervision, labor, materials, equipment, subcontractors, insurance, bonds, taxes, supplies, services, relocation costs and other expenses necessary for the performance of the Contract shall be incurred and paid directly by the Joint Venture.
 - d) Each Party shall submit to the Joint Venture, at least five (5) days before billings are to be submitted by the Joint Venture to the Owner under the Contract, documentation approved by its designated representative, showing amounts due such Party for costs incurred to date. Such documentation shall be in such form as to enable the Joint Venture in all respects to meet the billing requirements of the specifications of the Contract (if appropriate).
 - e) Salary costs and travel expenses of the members of the Executive Committee shall not be reimbursed to the Parties to the Joint Venture, nor shall the salary costs and travel expenses of other members of management of the Parties to the Joint Venture not directly engaged in the business of the Joint Venture.

ARTICLE 12: TAXES

Taxes and duties levied upon the Joint Venture as an entity, if any, shall be borne by the Joint Venture prior to the repayment of working capital or distribution of profits. For income tax purposes, Federal, State, or otherwise, the Parties hereby elect and agree that the Joint Venture shall not be taxed as an entity but each Party shall be taxed separately on its share of the profits of the Joint Venture. Each Party hereto shall be separately responsible for any taxes levied on its receipts from the Joint Venture or otherwise incurred of whatsoever description and shall indemnify the other Parties in respect of its liability therefore.

The Managing Party shall cause independent accountants to prepare and file all Joint Venture tax returns and reports required under law on the “percentage of completion” method, as a Joint Venture expense. The other Parties shall be allowed sufficient time to review the Joint Venture’s annual Federal and State Partnership returns prior to filing and shall be provided all financial records and returns necessary for them to prepare their own individual tax returns. The Managing Party shall be designated as the Tax Matters Partner (“TMP”) pursuant to IRC 6221. The TMP’s authority is limited such that it may not bind the other Parties to an audit, administrative adjustment, settlement agreement, a petition for review of a final partnership administrative adjustment or any change in the Joint Venture’s returns as filed that will affect the Parties’ tax liability without the approval of a majority of the Parties.

ARTICLE 13: ASSETS

- a) All tools and equipment used in the Work shall be purchased, rented or leased by the Joint Venture at competitive prices. The Managing Party may purchase, rent or lease such tools and/or equipment in the name of the Joint Venture, providing however, any capital expenditures (which tools and equipment do not include material or supplies to be consumed or incorporated into the Work) in excess of one hundred thousand dollars (\$100,000.00) shall first be approved by the Executive Committee. Any Party hereto may rent its own tools and equipment to the Joint Venture providing that the terms of this ARTICLE and ARTICLE 2(c) are complied with. Equipment rented from a Party hereto at a rental rate of 75% of Dataquest Rental Rate Blue Book Volume I rates shall be deemed to be competitive pricing. Each Party shall have an opportunity in accordance with its Proportionate Share to rent its tools and equipment to the Joint Venture, subject to the competitive pricing of same and other requirements of this Agreement. The Managing Party shall inform the Executive Committee of the need for rented equipment and allow all Parties the opportunity to furnish rented equipment to the Joint Venture.
- c) Equipment rented from a Party shall not exceed three (3) months duration without approval of the Executive Committee and shall be charged as a direct cost at a rate agreed by the Executive Committee.
- d) During the course of the Work and upon completion of the Work, the Managing Party shall determine what part of the plant, equipment, tools and salvageable materials belonging to the Joint Venture are no longer needed for completion of the Contract, and shall dispose of the same in such manner, at such times, and at such prices as the Executive Committee shall approve. In the event the Executive Committee is unable to reach a majority agreement as to a manner, a time and price for any such disposition, the plant, equipment, tools and salvageable materials so determined to be surplus shall be disposed of as follows:
 - i) the Joint Venturers shall employ, at the expense of the Joint Venture, a qualified person to examine and appraise each such piece of plant,

equipment, tools and salvageable materials. A copy of such appraisal shall be sent promptly to each Party hereto. Each Party shall have the privilege to notify the Joint Venture in writing within ten (10) days of the date of receipt of such appraisal of which, if any, such pieces of plant, equipment, tools and salvageable materials each Party wishes to purchase at the price set forth in such appraisal, and any Party so notifying the Joint Venture of its desire to purchase any such piece of plant, equipment, tools and salvageable materials shall be permitted to do so at the price set forth in such appraisal at any time within thirty (30) days after so notifying the Joint Venture of its desire to purchase; provided, however, in case more than one Party desires to purchase the same lot or piece of plant, equipment, tools or salvageable materials the same shall be divided by the Executive Committee among the Parties based on highest negotiated price received, each Party having the opportunity to a final bid;

- ii) any such piece of plant, equipment, tools or salvageable materials not disposed of pursuant to subparagraph (i) above may be sold by the Managing Party at the appraised value thereof set forth in the appraisal referred to in subparagraph (i) above; or (ii) at the highest arm's length price offered by any unaffiliated third-party if no offer meets or exceeds such appraisal, but in no event less than seventy-five percent (75%) of such appraisal;
- iii) any piece of plant, equipment, tools and salvageable materials not disposed of pursuant to subparagraphs (i) and (ii) shall be distributed by the Executive Committee to the Parties in proportion to their interest in the Joint Venture according to a formula based upon the appraised value referred to in subparagraph (i) above; and
- iv) when a Party has acquired any surplus plant, equipment, tools or materials pursuant to the foregoing, it shall thereafter be responsible for its prompt removal and care.

ARTICLE 14: DISTRIBUTION OF ASSETS/LIABILITIES

- a) The Executive Committee may determine from time to time during the course of the Work, that some of the Assets held and acquired by the Joint Venture may be divided among or paid to the Parties, in accordance with their original Proportionate Share except as otherwise provided by this Agreement.
- b) Upon completion of the Work, receipt of final payment under the Contract and all other accounts receivable including proceeds of the sale of all plant, equipment, tools and salvageable materials and other real or personal property sold in accordance with the provisions herein, and after paying or providing for payment of all known costs and expenses of the Joint Venture and after repayment of all loans of the Joint Venture and after reimbursing the Parties for costs as herein provided and after setting aside such reserves for unsettled claims, demands and other

contingencies as the Executive Committee may deem proper and advisable, and after the repayment of all sums advanced for working capital, the Executive Committee shall cause a final accounting to be prepared showing the total net profit earned or loss incurred by the Joint Venture. The audited books of account of the Joint Venture shall be conclusive in establishing whether a profit has been realized or a loss sustained and the amount of such profit or loss

- c) If such final accounting shall indicate that a net profit has been realized such profit shall be distributed among the Parties in proportion to their entitlement to profits of the Joint Venture in accordance with Articles 3, 7, 14 and 15 hereof. When and if the monies set aside as reserves for the payment of unsettled claims and demands and other contingencies are no longer required for the purposes intended, then such monies shall be similarly distributed among the Joint Venturers.
- d) If the performance of the Contract results in a loss, the Parties shall be obligated in accordance with their respective original Proportionate Shares, for any such loss (irrespective of the fact that any Party may have advanced more than its Proportionate Share of working capital as provided above). Such proportionate liability for each Party for the bearing of losses shall continue with respect to any claims which, at any time either before or after the completion of the Contract, shall be made against them, or any of them, by reason of the Joint Venture.

ARTICLE 15: TERMINATION AND DEFAULTS

- a) This Agreement shall commence as of the day and date first above written and it shall remain in full force and effect until terminated by written agreement of the Parties hereto or until terminated as otherwise provided herein or until payment to the Parties of all monies due to them under this Agreement and settlement of all liabilities under or in respect of performance of the Contract or otherwise in respect of the Work, or if the Proposal has not been submitted by September 30, 2020.
- b) If any Party hereto (the "Defaulting Party") shall:
 - i) commit an act of bankruptcy; or
 - ii) become bankrupt; orif, in respect of any Party hereto (the "Defaulting Party"):
 - iii) an order is made or a resolution is passed for the winding-up or other termination of its existence; or
 - iv) a liquidator, receiver or receiver-manager of its business or undertaking is duly appointed; or

- v) an order debarring or suspending it from contracting for public construction work is issued which materially affects its ability to perform under this Agreement;

then at the sole discretion of the Non-Defaulting Party (as hereinafter defined), the Defaulting Party's interest in the Joint Venture shall forthwith terminate and the Defaulting Party's amount of Joint Venture profits shall be fixed at the amount realized as of the date of the default. The Defaulting Party's liability for Joint Venture losses shall remain at its original Proportionate Share.

- c) If any Party hereto (the "Defaulting Party") shall default in any of its obligations under this by failing to contribute its share of working capital (subject to ARTICLE 7), then the other Parties (the "Non-Defaulting Party") may give written notice to the Defaulting Party specifying the event of default.

In the event that the Defaulting Party does not cure its default within fifteen (15) days after receipt of such notice then the Non-Defaulting Party may terminate the Defaulting Party's interest in the Joint Venture. Notwithstanding the foregoing, the Non-Defaulting Party shall not have the right to terminate the Defaulting Party's interest in the Joint Venture in the case of an event of default under this sub-paragraph c) if such event of default is incapable by its nature (as opposed to the circumstances, including the financial circumstances, of the Defaulting Party) of being cured within fifteen (15) days and if the Defaulting Party commences curing such default within fifteen (15) days after receipt of such notice and thereafter diligently and continuously proceeds with the curing of such default.

- d) Upon termination of the Defaulting Party's interest in the Joint Venture:
 - i) the Non-Defaulting Party may take over and complete the Work;
 - ii) the Defaulting Party shall have no entitlement to share in any of the profits of the Joint Venture earned after the date the Non-Defaulting Party took over;
 - iii) the Defaulting Party shall have no right to participate in the management or operation of the Joint Venture;
 - iv) the Defaulting Party shall continue to be liable for all existing and future losses and liabilities of the Joint Venture including liabilities to the Non-Defaulting Party under ARTICLE 2 hereof, in accordance with its original Proportionate Share; and
 - v) the Defaulting Party shall only be entitled to the return of its contributions to working capital upon completion of the Work and after payment of all other liabilities of the Joint Venture.

- e) Any Defaulting Party hereunder shall indemnify and hold harmless the Non-Defaulting Party for any loss, claims or liabilities which the Non-Defaulting Party may incur arising out of any breach of this Joint Venture Agreement by the Defaulting Party. The Defaulting Party further agrees to pay all legal expenses required of or by the Non-Defaulting Party to protect their interests or defend any action arising out of the Defaulting Party's breach, including court costs and disbursements and fees on a solicitor and his own client basis.
- f) The remedies herein provided shall be in addition to and shall not limit any remedies the Non-Defaulting Party may have at law or in equity or otherwise.
- g) Any change in control (excluding any sale of interests between family members) or existence of any Party or parent company of such Party shall constitute a default. Upon such default, the Non-Defaulting Party may purchase the Defaulting Party's interest in the Joint Venture at a fair market price, and in the event multiple Parties elect to purchase, they shall be afforded the right to do so with respect to their Proportionate Share. Change in control means the addition or departure of any person or entity having a ten percent (10%) or greater ownership interest in any Party or parent company of such Party.

ARTICLE 16: SUCCESSORS AND ASSIGNMENT

- a) It being acknowledged that each Party is entering into this Agreement in reliance upon the other Parties being and remaining Parties to this Agreement, no Party may assign, transfer, pledge or hypothecate its interest, whether directly or by merger with or acquisition by another entity, or any part thereof, in the Joint Venture or in the Contract or in this Agreement or in any property or monies of the Joint Venture except with prior written consent of the other Parties and upon such terms as it may reasonably require.
- b) Subject to the foregoing provisions, this Agreement shall inure to the benefit of and be binding upon the Parties hereto, their successors, permitted assigns and legal representatives.

ARTICLE 17: DISPUTES

Any dispute or difference arising out of or relating to the Work or in connection with this Agreement, shall, if not resolved by the Executive Committee, be resolved or compromised by good faith negotiation at the Senior Officer level of the Parties. If after the Parties have met at the Senior Officer level on at least two (2) separate occasions, or the matter is not resolved within sixty (60) days, then and only then may the dispute or difference be referred to mediation before a mediator mutually agreed upon by the Parties. If the Executive Committee has not referred the dispute to mediation within ninety (90) days, and the matter is not resolved, then and only then may any Party initiate legal action.

ARTICLE 18: GOVERNING LAW

This Agreement shall in all respects be governed by and construed and interpreted in accordance with the laws of the State in which the Project is situated. Subject to ARTICLE 17 hereof, the Parties hereto agree to submit to the jurisdiction of the courts having jurisdiction in the location of the Project and to accept service by registered letter of any proceedings issued out of the said courts notwithstanding that said Party may then be located outside the jurisdiction of the said courts. Any and all legal actions are to be brought in the state and federal courts in the state in which the project is located.

ARTICLE 19: LEGAL COUNSEL

- a) The Executive Committee shall select legal counsel for use in connection with any matters of concern to the Joint Venture which may require legal counsel or assistance. The expense of legal counsel shall be borne by the Joint Venture.
- b) Such legal counsel shall represent the Joint Venture and shall not represent the individual interests of any Party relating to the Joint Venture, the Contract, the Work or this Agreement without the consent of the others. If separate counsel is required to represent the interests of any Party, such Party shall be solely responsible for selecting and compensating its legal counsel.

ARTICLE 20: NOTICE

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by certified mail-return receipt requested, or by nationally recognized overnight courier requiring signed proof of delivery addressed to the recipient as follows:

- a) To: Barletta Heavy Division, Inc.

at: 40 Shawmut Road, Suite 200
Canton MA 02021-1409
Attention: Vincent F. Barletta

- b) To: Aetna Bridge Company.

at: 100 Jefferson Boulevard
Warwick, RI 02888
Attention: Hugo R. Mainelli III

or to such other address as may be designated for such notices by notice given by any Party to the other. Any communication given by certified mail shall be deemed to have been given on the fifth (5th) Business Day following refusal thereof in the mail, and if given via overnight courier on the date of delivery or refusal of delivery. In the event of the disruption of postal service, communications shall be given only by overnight courier with signed proof of delivery as provided above.

ARTICLE 21: PUBLICITY

Any advertisement, press release or statement by any Party hereto which involves the other Parties hereto or the Joint Venture shall meet with prior approval of the Executive Committee. All such advertisements, press releases or statements where practicable shall make due reference to an acknowledgement of the work performed or to be performed by all Parties under the Contract.

ARTICLE 22: OWNERSHIP AND USE OF DOCUMENTS

All documents produced for or by the Joint Venture shall be owned by the Joint Venture. Upon termination of this Agreement, each Party shall own an undivided interest in such documents in proportion to the entitlement of such Party to the profits of the Joint Venture. The documents shall be stored at a location determined by the Executive Committee. Any Party may make duplicate copies of such documents without consent of the other Parties.

ARTICLE 23: INTERPRETATION

- a) The captions and headings used herein are for convenience and reference only and shall not limit or expand, or be referred to in interpreting or construing the provisions hereof.
- b) Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or body politic or corporation and vice versa where the context so requires.

ARTICLE 24: FURTHER ASSURANCES

Each Party hereto shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement, provided that no Party shall be obligated to execute any document which amends this Agreement or increases its obligations in the Agreement beyond those already set forth herein.

ARTICLE 25: TIME OF THE ESSENCE

Time shall be of the essence of this Agreement.

ARTICLE 26: NO PARTNERSHIP

Nothing in this Agreement or in the relationship of the Parties respecting the Joint Venture or the Work is intended to create nor shall it be construed to create or confirm a partnership between them.

ARTICLE 27: UNENFORCEABILITY

Unenforceability of any part of this Agreement shall affect that part of this Agreement only and the rest of this Agreement shall remain in force and unaffected.

ARTICLE 28: ENTIRE AGREEMENT

This Agreement constitutes the entire integrated Agreement between the Parties in regard to the subject matter hereof, subject to no other oral or written proposals, agreements or understandings whatsoever and, subject to sub-paragraph 4(d), may only be subsequently supplemented or amended by a written agreement subscribed by the Parties hereto.

ARTICLE 29: COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute but a single instrument.

ARTICLE 30: NO THIRD-PARTY BENEFICIARIES

The Parties intend that this Joint Venture Agreement be for the exclusive benefit and use of the Parties hereto; this Agreement is not intended to benefit any third party, as incidental beneficiaries, intended beneficiaries, or otherwise.

ARTICLE 31: SIGNATURE AUTHORITY

The Parties agree that the following persons are and shall hereinafter be duly authorized to execute legal documents that bind their respective Party and, subject to the signature of at least one representative of each Party, bind the Joint Venture including but not limited to Proposal documents and contracts:

Signatory

Title

Michael Foley	Vice President	Barletta Heavy Division, Inc.
Vincent F. Barletta	President	Barletta Heavy Division, Inc.
Hugo R. Mainelli III	President	Aetna Bridge Company
		Aetna Bridge Company

ARTICLE 32: CONFIDENTIALITY

Each Party shall treat as confidential all information or documents (hereinafter referred to as the "Confidential Information") relating to the Project or to the related business and financial affairs of the other Parties, including but not limited to, information or documents relating to sales, trade secrets, customers, industrial and intellectual property, financial and accounting details, employees, means and methods, and arrangements with suppliers. Proprietary information received by one Party from another will be kept and maintained by the receiving Party in a secure location and under the control of an employee with an obligation and responsibility to maintain its secrecy and who will restrict disclosure of and access to such information to persons with a need to know.

No Party may use Confidential Information for any other purpose than for the Project or this Agreement, nor may a Party disclose Confidential Information of another Party or of the Team, without the prior agreement in writing of the Party or of the Team, as the case may be, during the period of this Agreement and for two (2) years after the termination of this Agreement, unless:

- a) The Confidential Information is in the public domain at the time of the disclosure other than as a result of any breach of this Agreement by the recipient Party; or,
- b) The recipient Party establishes that it had the Confidential Information prior to receipt of such information from the other Party; or,
- c) The Confidential Information was received from a third party not bound by a confidential obligation related to it; or
- d) The Confidential Information is required by law to be disclosed.

The Parties acknowledge that damages may be inadequate compensation for breach of this Article 32. If a Party shows a breach of this Article 32, that Party may restrain, by injunction or similar remedy, any conduct or threatened conduct which is or will be a breach of this Article 32.

A Party may only make public announcements or statements relating to the Project and the other Parties at any time in the form and on the terms previously agreed by the Parties in writing and, where applicable, by the Owner.

ARTICLE 33: INTELLECTUAL PROPERTY

For this Agreement, "Intellectual Property" means all present and future rights conferred by statute, common law or in equity in any country of the world in or in relation to copyrights (including usage rights), trademarks (registered and unregistered), designs (registered, including applications, and unregistered), patents (including applications), circuit layouts, plant varieties, business and domain names, inventions, trade secrets and other results of intellectual property.

Each of the Parties acknowledge that:

- a) Any Intellectual Property in another Party's Intellectual Property or Confidential Information is and remains at all times the exclusive property of the other Party at and from the time of its creation;
- b) It has no right, title or interest in the other Party's Intellectual Property or Confidential Information; and
- c) Any Intellectual Property that is created by the Parties in the preparation of the Proposal will be jointly owned by the Parties.

ARTICLE 34: MISCELLANEOUS

Each Party acknowledges that every other Party is a government contractor and a company of high moral and ethical standards. As such, the Parties are prohibited from providing, either directly or indirectly, gifts or entertainment to employees of any federal, state, county or city governmental entity. During a competition for a public contract, the Parties are also prohibited from receiving competition sensitive or other information not available to all competing contractors. Each Party agrees that it shall at all times comply fully with applicable federal, state, county and city laws and regulations and industry codes of conduct governing ethical business practices. In addition, no Party shall seek to obtain or use any competitor sensitive information, or any other information which is not readily available to all competing consultants.

The Parties agree that they shall not pay, promise, offer or authorize payment of anything of value (in any form) to any person or organization either directly or indirectly (through an agent, representative, subcontractor or other third party) to obtain or retain business without notifying the other Parties in writing; and, in no event whenever such payment,

promise, offer or authorization is contrary to applicable law. The Parties agree to comply with all applicable laws and regulations.

The agreement of the Parties to work together on this Project includes their subsidiaries, related or affiliated entities. Subject to the terms of this Agreement, the Parties shall work exclusively together until the receipt of a notice from the Owner that the Statement of Qualifications or Proposal is not successful, or upon mutual agreement in writing between the Parties to waive the exclusivity provisions of this Agreement.

Any publicity or advertising in connection with the Project as a result of this Agreement shall not be released by any Party if such release mentions the name of any other Party without the prior written consent of such Party. No Party shall unreasonably withhold such consent.

The Parties agree that Owner may require disclosure of this Agreement.

Each Party shall keep the other Parties fully and promptly informed of all events and matters affecting or relating to this Agreement and shall promptly give all relevant information and cooperation reasonably requested by the other Party/ies.

The failure of any Party to enforce or to require performance by the other Party/ies of any of the provisions of this Agreement will not be construed to be a waiver of such provision, affect the validity of this Agreement or any of its parts, or jeopardize the right of any Party thereafter to enforce each and every provision of this Agreement.

This Agreement is not assignable by any Party.

[Signature Page to Follow]

IN WITNESS WHEREOF the Parties hereto have affixed the signatures of their officers duly authorized in that behalf.

Barletta Heavy Division, Inc.

By: 
Name: Vincent F. Barletta
Title President

Aetna Bridge Company

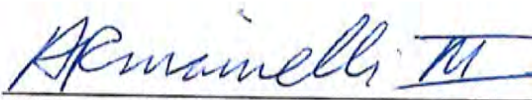
By: 
Name: Hugo R. Mainelli, III
Title President

EXHIBIT A

WORKING CAPITAL GUIDELINES

Initial Capital Investment

It is the intention of the Joint Venture to operate with enough capital to maintain its ability to make accounts payable and subcontractor payments. To this end, the Joint Venture should be initially funded with a minimum amount of capital to meet the forecast initial obligations. A funding level of 2% of the initial contract value shall be the minimum amount of initial capital. For jobs that expect to buy/salvage the equipment used by the joint venture, the financing of this equipment will dictate an even larger initial capital investment. While the capital investment will normally be in the form of cash, for capital intensive projects the contribution of capital can take the form of capital equipment. The value of the contributed equipment should be determined by an independent third-party appraisal. While this standard is a guide, the partners are encouraged to agree on appropriate amount for each specific job on a case-by-case basis due to the risk profile, contingency level or fee economics of the joint venture.

Investment of Surplus Working Capital

As part of the daily treasury management of bank balances, any excess cash will be invested in highly liquid marketable securities, subject to Executive Committee approval of security types. While commercial paper is the predominant investment vehicle utilized, jumbo certificates of deposits and money market accounts are also available to the Joint Venture. These investments are segregated from investments by the Parties and interest is credited to the general joint venture bank account upon maturity. Investment durations can range from overnight to less than a year.

Return of Capital and Profits

Under most circumstances, **NO** profits are to be disbursed by the Joint Venture until substantial completion is achieved by the joint venture. Upon substantial completion and the agreement of the Executive Committee, up to seventy-five percent (75%) of the then-expected profits of the Joint Venture may be paid out to the Parties. This disbursement will only be authorized if it would not negatively affect the on-going operations of the Joint Venture. If a job has reached 50% completion and the net cash flow exceeds 200% of the initial capital contribution for the job, the Joint Venture may distribute up to fifty percent (50%) of the then-expected profits of the Joint Venture. This disbursement would be limited by the available cash flow in excess of the 200% limit.

Upon final payment and acceptance of the Joint Venture's work, the remaining profit may be disbursed by the Joint Venture. Once all obligations have been paid by the Joint Venture, the initial capital investment will be returned to the Parties.

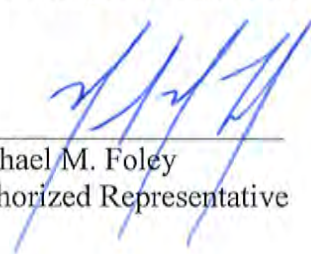


Barletta/AETNA I-195 Washington North Phase 2 JV

40 Shawmut Road, Suite 200 • Canton, MA 02021-1409
781-821-6222 voice • 781-821-7444 fax

Re: Technical Proposal - Best Value Design Build Procurement
Bridge Group 57T-10: I-195 Washington North Phase 2 Bid# 7611889

The Barletta/AETNA I-195 Washington Bridge North Phase 2 Joint Venture hereby acknowledges receipt of the Request for Proposal and all issued Addenda.



Michael M. Foley
Authorized Representative

THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF TRANSPORTATION
TWO CAPITOL HILL
PROVIDENCE, RI 02903

FORM A
PROPOSAL LETTER

The undersigned hereby declares to have carefully examined the annexed form of the Contract and exhibits therein and also the sites upon which the Work is to be performed.

The undersigned proposes to furnish all labor, materials, and equipment required for **Best Value Design-Build Services for Interstate Route 195 Washington North Phase 2; Bridge Group 57T-10** ("Project") for the Rhode Island Department of Transportation ("RIDOT"), at the fixed price specified in the Price Proposal, subject to additions and deductions according to the terms of the Contract.

The undersigned also hereby declares that it is the only person interested in this Proposal; that it is made without any connection with any other persons making any Proposal for the same Work; that no person acting for, or employed by RIDOT is directly or indirectly interested in this Proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; and it is made without directly or indirectly influencing or attempting to influence any other person or corporation to submit or to refrain from submitting a Proposal or to influence the Proposal of any other person or corporation and that this Proposal is made in good faith, without collusion or connection with any person proposing to perform the same Work. The undersigned declares that, with regard to the conditions affecting the work to be done and the labor and materials needed, this Proposal is based solely on his own investigation and research and not on reliance upon any plans, surveys, measurements, dimensions, calculations, estimates or representations of any employee, officer, or agent of RIDOT.

If the undersigned is a foreign corporation it agrees, in case this Proposal is accepted, to comply with the applicable provisions of R.I.G.L. C. 7-1.2, before the time for execution of the Contract, as hereinafter provided, occurs.

The undersigned agrees that if the Proposal is accepted by RIDOT, it shall furnish a Payment and Performance Bond for the full amount of the Contract price prior to contract award.

The undersigned agrees to commence work within fifteen (15) calendar days from the issuance of the Notice to Proceed unless otherwise ordered in writing by RIDOT; and it shall complete the entire Work, fully and acceptably, within the time periods set forth in the Contract.

The undersigned covenants that it has not employed or retained any company or person (other than a full time bona fide employee working for the undersigned) to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person (other than such an employee) any gift, fee, contribution, percentage, or brokerage fee contingent upon or resulting from the award of this Contract.

The undersigned warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereinafter defined, participates in or cooperates with an International boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by R.I.G.L. s. 28-5-7. If there shall be a breach in the warranty representation and agreement contained in this paragraph, then without limiting such other rights as it may have, RIDOT shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51 percent of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51 percent of the ownership interests of the undersigned, or which directly or indirectly owns at least 51 percent of the ownership interest of the undersigned.

The undersigned agrees that the Technical Proposal shall remain valid until the Contract is fully executed or until the Contract is withdrawn and the Project cancelled by the State, whichever occurs first.

The undersigned declares that Michael M. Foley of Barletta Heavy Division, Inc. is authorized to negotiate and execute the contract on behalf of the Joint Venture.

The undersigned declares that the individual listed below will respond to the State's request for additional information.

Name: Michael M. Foley

Company: Barletta Heavy Division, Inc.

Address: 40 Shawmut Road

City/State: Canton MA 02021-1409

Phone #: 781-821-6222

email: estimating@barlettaco.com

This Proposal includes the following Addenda: 1, 2, 3, 4

Name of Proposer: Barletta-Aetna I-195 Washington North Phase 2 JV

Type of Entity: Joint Venture

Proposer's Address: 40 Shawmut Road, Canton MA 02021-1409

Signature: 

Print Name: Michael M. Foley

Title: Authorized Representative



CONSENT OF DIRECTORS IN LIEU OF MEETING

We the Undersigned, being all the Directors of Barletta Heavy Division, Inc. (the "Corporation") who would be entitled to vote upon the resolutions hereinafter set forth at a formal meeting of the Directors of said Corporation held for the purpose of acting upon such resolutions, do hereby consent to the adoption of the following resolutions to the same extent and to have the same force and effect as if adopted at a formal meeting of the Directors of said Corporation:

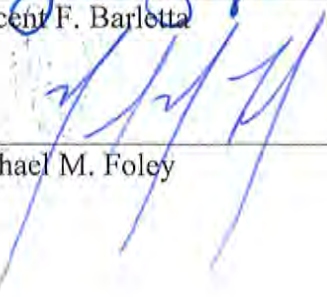
1. RESOLVED: that the final form of proposal provided to the Corporation by the State of Rhode Island DOA/DOT (the "Owner") for the project known as Bid#7611889, Best Value Design Build Bridge Group 57T-10 I-195 Washington North Phase 2, Providence, Rhode Island (hereinafter the "Proposal") is hereby approved, and that Vincent F. Barletta, President of the Corporation and Michael M. Foley, Vice President of the Corporation are, and each individually is, authorized and instructed, for and in the name of this Corporation, to execute and deliver the Proposal in the final form provided to the Corporation by the Barletta/AETNA I-195 Washington Bridge North Phase 2 JV (the "Proposer"), such approval to be conclusively evidenced by the execution and delivery thereof.
2. RESOLVED, that Vincent F. Barletta, President of the Corporation and Michael M. Foley, Vice President of the Corporation are, and each individually is, authorized to do and perform any and all such acts, including execution and delivery of any and all documents and certificates of the Proposal, and as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.
3. RESOLVED, that Vincent F. Barletta, President of the Corporation and Michael M. Foley, Vice President of the Corporation are, and each individually is, authorized in the name of and on behalf of the Corporation, to execute and deliver any agreement, instrument, certificate or document, and to take such further actions, as such officer may approve as necessary or desirable to carry out the purposes of the foregoing resolution and all such actions shall be valid and binding upon the Corporation.

In Testimony Whereof, witness our hands and seals as of this first day of July 2021.

DIRECTORS:



Vincent F. Barletta



Michael M. Foley

A True copy, Attest:

By: Vincent F. Barletta, Clerk

Barletta Heavy Division, Inc.

40 Shawmut Road, Suite 200

Canton, MA 02021

State of Incorporation: Massachusetts

Dated: July 1, 2021

I hereby certify that I am the clerk of Barletta Heavy Division, Inc. (the "Corporation"), that Vincent F. Barletta is the President of the Corporation, that Michael M. Foley is the Vice President of the Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.



Vincent F. Barletta, Clerk

CONSENT OF DIRECTORS IN LIEU OF MEETING

We the Undersigned, being all the Directors of Aetna Bridge Company (the "Corporation") who would be entitled to vote upon the resolutions hereinafter set forth at a formal meeting of the Directors of said Corporation held for the purpose of acting upon such resolutions, do hereby consent to the adoption of the following resolutions to the same extent and to have the same force and effect as if adopted at a formal meeting of the Directors of said Corporation:

1. **RESOLVED**: that the final form of proposal provided to the Corporation by the State of Rhode Island DOA/DOT (the "Owner") for the project known as Bid#7611889, Best Value Design Build Bridge Group 57T-10 I-195 Washington North Phase 2, Providence, Rhode Island (hereinafter the "Proposal") is hereby approved, and that Hugo R. Mainelli III, President of the Corporation and Jeffrey A. Bostock, Vice President of the Corporation are, and each individually is, authorized and instructed, for and in the name of this Corporation, to execute and deliver the Proposal in the final form provided to the Corporation by the Barletta/AETNA I-195 Washington Bridge North Phase 2 JV (the "Proposer"), such approval to be conclusively evidenced by the execution and delivery thereof.
2. **RESOLVED**, that Hugo R. Mainelli III, President of the Corporation and Jeffrey A. Bostock, Vice President of the Corporation are, and each individually is, authorized to do and perform any and all such acts, including execution and delivery of any and all documents and certificates of the Proposal, and as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.
3. **RESOLVED**, that Hugo R. Mainelli III, President of the Corporation and Jeffrey A. Bostock, Vice President of the Corporation are, and each individually is, authorized in the name of and on behalf of the Corporation, to execute and deliver any agreement, instrument, certificate or document, and to take such further actions, as such officer may approve as necessary or desirable to carry out the purposes of the foregoing resolution and all such actions shall be valid and binding upon the Corporation.

In Testimony Whereof, witness our hands and seals as of this 11th day of June 2021.

DIRECTORS:



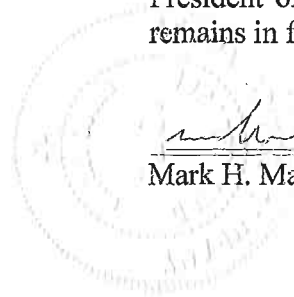
Hugo R. Mainelli III

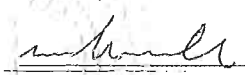


Jeffrey A. Bostock

A True copy, Attest:
By: Mark H. Mainelli, Clerk
Aetna Bridge Company
100 Jefferson Blvd., Suite 100
Warwick, RI 02888
State of Incorporation: Rhode Island
Dated: June 11, 2021

I hereby certify that I am the clerk of Aetna Bridge Company (the "Corporation"), that Hugo R. Mainelli III is the President of the Corporation, that Jeffrey A. Bostock is the Vice President of the Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.





Mark H. Mainelli, Clerk

Bid #: 7611889

Best Value Design Build
 Bridge Group 57T-10 I-195 Washington North Phase 2

FORM B
INDUSTRIAL SAFETY RECORD

This information must include all construction work undertaken in the United States by the Proposer and each participant performing construction related work. Data shall be submitted for each partnership, joint venture, corporation, limited liability company or individual firm. The Proposer may be requested to submit additional information or explanation of data which RIDOT may require for evaluating the Safety Record.

1. Total Hours Worked By All Employees	2020	2019	2018	2017	2016	TOTAL
Nationwide						0
Rhode Island						0

Newly formed Joint Venture - no historical data

2. Total Number of Deaths *	2020	2019	2018	2017	2016	TOTAL
Nationwide						0
Rhode Island						0

3. Total Number of Cases with Days away from Work	2020	2019	2018	2017	2016	TOTAL
Nationwide						0
Rhode Island						0

4. Total Number of Cases w/Job Transfer or Restriction	2020	2019	2018	2017	2016	TOTAL
Nationwide						0
Rhode Island						0

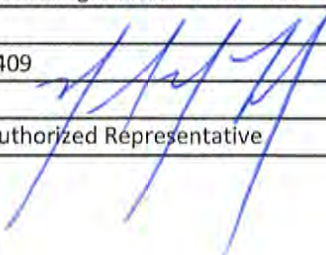
5. Total number of Other Recordable Cases	2020	2019	2018	2017	2016	TOTAL
Nationwide						0
Rhode Island						0

6. Total Number of Days Away From Work	2020	2019	2018	2017	2016	TOTAL
Nationwide						0
Rhode Island						0

7. Total Number of Days of Job Transfer or Restriction	2020	2019	2018	2017	2016	TOTAL
Nationwide						0
Rhode Island						0

8. Worker's Compensation Experience Modifier	2020	2019	2018	2017	2016	TOTAL
Nationwide						
Rhode Island						

The above information was compiled from the records that are available to me at this time. I declare under penalty that the information is true and accurate within the limits of those records.

Name of Company Barletta-Aetna I-195 Washington North Phase 2 JV
Address 40 Shawmut Road
City/State/Zip Code Canton MA 02021-1409
Signature 
Name, Title Michael M. Foley, Authorized Representative



Bid #: 7611889

Best Value Design Build
 Bridge Group 57T-10 I-195 Washington North Phase 2

FORM B
INDUSTRIAL SAFETY RECORD

This information must include all construction work undertaken in the United States by the Proposer and each participant performing construction related work. Data shall be submitted for each partnership, joint venture, corporation, limited liability company or individual firm. The Proposer may be requested to submit additional information or explanation of data which RIDOT may require for evaluating the Safety Record.

1. Total Hours Worked By All Employees	2020	2019	2018	2017	2016	TOTAL
Nationwide	381	104	123	104	171	883,000
Rhode Island	41	30	11	0	0	82,000

2. Total Number of Deaths *	2020	2019	2018	2017	2016	TOTAL
Nationwide	0	0	0	0	0	0
Rhode Island	0	0	0	0	0	0

3. Total Number of Cases with Days away from Work	2020	2019	2018	2017	2016	TOTAL
Nationwide	4	1	3	1	1	10
Rhode Island	0	0	0	0	0	0

4. Total Number of Cases w/Job Transfer or Restriction	2020	2019	2018	2017	2016	TOTAL
Nationwide	0	0	0	0	0	0
Rhode Island	0	0	0	0	0	0

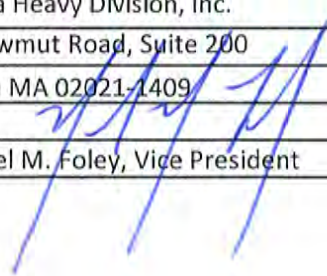
5. Total number of Other Recordable Cases	2020	2019	2018	2017	2016	TOTAL
Nationwide	3	2	2	2	2	11
Rhode Island	0	0	0	0	0	0

6. Total Number of Days Away From Work	2020	2019	2018	2017	2016	TOTAL
Nationwide	247	42	362	104	60	815
Rhode Island	0	0	0	0	0	0

7. Total Number of Days of Job Transfer or Restriction	2020	2019	2018	2017	2016	TOTAL
Nationwide	0	0	0	0	0	0
Rhode Island	0	0	0	0	0	0

8. Worker's Compensation Experience Modifier	2020	2019	2018	2017	2016	TOTAL
Nationwide	0.95	0.87	0.84	0.78	0.91	
Rhode Island	0.95	0.87	0.84	0.78	0.91	

The above information was compiled from the records that are available to me at this time. I declare under penalty that the information is true and accurate within the limits of those records.

Name of Company Barletta Heavy Division, Inc.
Address 40 Shawmut Road, Suite 200
City/State/Zip Code Canton MA 02021-1409
Signature 
Name, Title Michael M. Foley, Vice President



Bid #: 7611889

Best Value Design Build
 Bridge Group 57T-10 I-195 Washington North Phase 2

**FORM B
 INDUSTRIAL SAFETY RECORD**

This information must include all construction work undertaken in the United States by the Proposer and each participant performing construction related work. Data shall be submitted for each partnership, joint venture, corporation, limited liability company or individual firm. The Proposer may be requested to submit additional information or explanation of data which RIDOT may require for evaluating the Safety Record.

1. Total Hours Worked By All Employees	2020	2019	2018	2017	2016	TOTAL
Nationwide	194,578	223,458	172,387	154,522	236,784	981,729
Rhode Island	164,224	178,281	128,173	120,507	93,304	684,489

2. Total Number of Deaths *						
Nationwide	0	0	0	0	0	0
Rhode Island	0	0	0	0	0	0

3. Total Number of Cases with Days away from Work						
Nationwide	6	8	5	7	9	35
Rhode Island	6	8	4	4	0	22

4. Total Number of Cases w/Job Transfer or Restriction						
Nationwide	3	3	2	1	8	17
Rhode Island	3	3	1	1	0	8

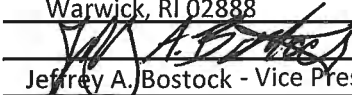
5. Total number of Other Recordable Cases						
Nationwide	5	9	3	3	9	29
Rhode Island	5	9	3	1	1	19

6. Total Number of Days Away From Work						
Nationwide	211	318	154	257	189	1129
Rhode Island	211	318	140	226	0	895

7. Total Number of Days of Job Transfer or Restriction						
Nationwide	10	134	50	242	95	531
Rhode Island	10	134	43	242	0	429

8. Worker's Compensation Experience Modifier						
Nationwide	1.02	.88	.78	1.05	1.02	4.75
Rhode Island	1.02	.88	.78	1.05	1.02	4.75

The above information was compiled from the records that are available to me at this time. I declare under penalty that the information is true and accurate within the limits of those records.

Name of Company Aetna Bridge Company
Address 100 Jefferson Blvd. Suite 100
City/State/Zip Code Warwick, RI 02888
Signature 
Name, Title Jeffrey A. Bostock - Vice President of Construction



Bid #: 7611889

Best Value Design Build
Bridge Group 57T-10 I-195 Washington North Phase 2

FORM C
ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of contract for this work, that there be filed an unsworn declaration executed by, on behalf of, the person, firm, association, corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under laws of the United States.

To the: STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS - DEPARTMENT OF
TRANSPORTATION, DIVISION OF PUBLIC WORKS

State of Massachusetts

County of Norfolk

I, Michael M. Foley, Authorized Representative, under penalty under the laws of the
Name Title

United States, do depose and say:

On half of Barletta-Aetna I-195
Washington North Phase 2 JV, of Canton, Massachusetts that said Contractor
Company name City and State

has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode Island

Contract Number: 2021-DB-020 RIFAP: BHO-0700(006)

County of Providence, Cities of Providence & East Providence, Bridge Group 57T-10 Washington North Phase 2

Signature  Date July 2, 2021
Michael M. Foley, Authorized Representative



Bid #: 7611889

Best Value Design Build
Bridge Group 57T-10 I-195 Washington North Phase 2

FORM C
ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of contract for this work, that there be filed an unsworn declaration executed by, on behalf of, the person, firm, association, corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under laws of the United States.

To the: STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS - DEPARTMENT OF
TRANSPORTATION, DIVISION OF PUBLIC WORKS

State of Massachusetts

County of Norfolk

I, Michael M. Foley, Vice President, under penalty under the laws of the
Name Title

United States, do depose and say:

On half of Barletta Heavy Division, Inc., of Canton MA that said Contractor
Company name City and State

has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode Island

Contract Number: **2021-DB-020** RIFAP: **BHO-0700(006)**

County of Providence, Cities of Providence & East Providence, Bridge Group 57T-10 Washington North Phase 2

Signature  Date July 2, 2021
Michael M. Foley, Vice President

Bid #: 7611889

FORM C
ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of contract for this work, that there be filed an unsworn declaration executed by, on behalf of, the person, firm, association, corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under laws of the United States.

To the: STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS - DEPARTMENT OF
TRANSPORTATION, DIVISION OF PUBLIC WORKS

State of Rhode Island

County of Kent

I, Jeffrey A. Bostock, Vice President of Construction, under penalty under the laws of the
Name Title

United States, do depose and say:

On half of Aetna Bridge, of Warwick, Rhode Island that said Contractor
Company name City and State

has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode Island

Contract Number: 2021-DB-020 RIFAP: BHO-0700(006)

County of Providence, Cities of Providence & East Providence, Bridge Group 57T-10 Washington North Phase 2

Signature J.A. Bostock Date 6-11-21

Bid #: 7611889

Best Value Design Build
Bridge Group 57T-10 I-195 Washington North Phase 2

FORM D


HEALTH AND SAFETY CERTIFICATION

I, Michael M. Foley, authorized signatory for Barletta-Aetna I-195 Washington North Phase 2 JV

whose principal place of business is at 40 Shawmut Road, Canton MA 02021-1409

hereby agree that it is a condition of this Contract and shall be made a condition of each subcontract entered into pursuant to this Contract, that Laborers or Mechanics employed in performance of this contract will not be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety, as determined under construction and health standards (29, CFR Part 1910 and Part 1926).

The undersigned also hereby certifies that they will comply with the applicable OSHA standards and Section 107 of the Contract Work Hours and Safety Standards Act.



Signature Michael M. Foley Date 7/02/2021
Authorized Representative




Bid #: 7611889

FORM E

CERTIFICATION FOR DUMPING FACILITIES

I, Michael M. Foley authorized representative of Barletta-Aetna I-195 Washington North Phase 2 JV certify that it has adequate dumping facilities at the locations listed below. Such facilities will be used in connection with work undertaken on this contract and that such use will be in compliance with applicable Federal, State and local laws/regulations.

Category	Facility	Address	Price	Unit
In-State Unlined Landfill	Central Landfill	65 Shun Pike Johnston RI 02919	\$ 25.00	/ton
In-State Lined Landfill	Central Landfill	65 Shun Pike Johnston RI 02919	\$ 50.00	/ton
Non-RCRA Out of State Lined Landfill	Turnkey Landfill	90 Rochester Neck Road Rochester NH 03839	\$ 73.00	/ton
RCRA Landfill	Chemical Waste Management	Highway 17 North, Mile Marker 163 Emelle AL 35459	\$ 172.00	/ton
Out of State Landfill	Turnkey Landfill	90 Rochester Neck Road Rochester NH 03839	\$ 73.00	/ton
In-State Recycling Facility	Ondricks Materials & Rec., LLC	22 Industry Road Chicopee MA 01020	\$ 50.00	/ton
Stabilization Treatment	Signaterra Environmental	175 chemin de la Cabane-Ronde Masouche Quebec Canada J7K0P1	\$ 185.00	/ton

Signature:  Date: July 2, 2021
 Name of Bidder: Michael M. Foley, Authorized Representative
Barletta-Aetna I-195 Washington North Phase 2 JV
 Address: 40 Shawmut Rd., Canton MA 02021



Bid #: 7611889

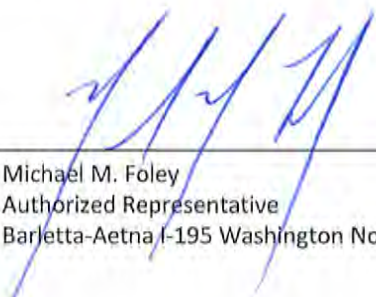
Best Value Design Build
Bridge Group 57T-10 I-195 Washington North Phase 2

FORM F

RI HAZARDOUS SUBSTANCES RIGHT-TO-KNOW ACT (RIGL 28-21) CERTIFICATION

The undersigned hereby certifies that it will comply with the Rhode Island Hazardous Substances Act and shall:

1. Obtain Material Safety Data Sheets (MSDS) for all substances or mixtures of substances which appear on the Rhode Island Hazardous Substance List that it or any of its Subcontractors brings to or utilizes on the work site and will keep a copy of the MSDS on the project work site.
2. Label each container of a substance or mixture of substances on the Rhode Island Hazardous Substance List.
3. Provide the same required training and instruction to RIDOT employees who also may be exposed to the substances or mixture of substances. Training shall include instruction on the nature and effects of any substance or mixture of substances listed on the Rhode Island Hazardous Substance List which the undersigned or any of its Subcontractors brings to or uses on the project site.
4. Provide to RIDOT employees on the project site the same Personal Protective Equipment that the undersigned or any of its Subcontractors provides to its employees.



Signature Michael M. Foley Authorized Representative Date 7/02/2021
Barletta-Aetna I-195 Washington North Phase 2 JV

Bid #: 7611889

Best Value Design Build
Bridge Group 57T-10 I-195 Washington North Phase 2

FORM G

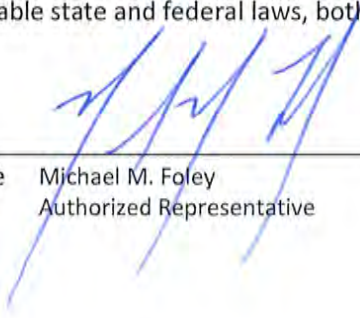
CERTIFICATION OF CONSTRUCTION EQUIPMENT STANDARD COMPLIANCE FORM

I, Michael M. Foley, authorized signatory for Barletta-Aetna I-195 Washington North Phase 2 JV
whose principal place of business is at 40 Shawmut Road, Canton MA 02021-1409

do hereby certify that any and all large non-road (greater than 50 brake horsepower) diesel construction equipment (DCE) to be used in this contract meets the EPA particulate matter (PM) Tier emission standards in effect for non-road diesel engines for the applicable engine power group or has emission control devices such as oxidation catalysts or particulate filters installed on the exhaust system side of the diesel combustion engine equipment. Said equipment or devices meet the requirements of this specification.

I am submitting on behalf of Barletta-Aetna I-195 Washington North Phase 2 JV a list of said diesel construction equipment labeled "Diesel Retrofit Data" that will be used in connection with this Contract. Said list includes but is not limited to the number of vehicles subject to this certification and the number of vehicles retrofitted by vehicle type. The said list shall also be signed and certified that the information is correct and accurate as of the date of this signature and is signed under penalty of perjury.

I acknowledge that this certificate is being furnished as a requirement under this contract, and is subject to applicable state and federal laws, both criminal and civil.



Signature Michael M. Foley Authorized Representative Date 7/02/2021

DIESEL RETROFIT DATA

TYPE	YR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER
Excavator					
D.O.C.-OK	02	Komatsu	PC400L C-6 (T1)	36"5/4" Bkcts, JRB Cplr, Plmbd	A85186
D.O.C.-OK	03	Komatsu	PC228USLC-3 (T2)	18"-42"-60"Bckts/ JRB Cplr / Swng	21515
D.O.C.	02	Gradall	XL 5200 (T1)	Plmbd, Dg & Cln Up Bckt	527149
D.O.C.-OK	04	Komatsu	PC308USLC-3 (T2)	24"-48" Bckts / Plmbd	20139
29 H.P.	04	Komatsu	PC35MR-2	18"-36"Bckt/ Plmbd	5205
29 H.P.	04	Komatsu	PC35MR-2	18"-36"Bckt/ Plmbd	6037
D.O.C.-OK	04	Gradall	XL 3300 (T2)	RIGr / 30"-60" Bckts / Fm Fild Trs	210017509
D.O.C.-OK	04	Komatsu	PC308USLC-3 (T2)	Plumbed, 24"-48" Bucket	20170
D.O.C.-OK	05	Komatsu	PC300L C-7 (T2)	24"-48"-72" Bckts	A86573
29 H.P.	05	Komatsu	PC35MR-2	12"-18"-36"Bckt/ Plmbd / Railgear	6660
D.O.C.-OK	05	Caterpillar	330CL (T2)	30"-48" Bckt/Plmbd	DKY03618
D.O.C.-OK	06	Komatsu	PC78US-6 (T1)	18"-30"-48"(Swng)Bckt/Plmbd	8192
D.O.C.-OK	06	Komatsu	PC400L C-7 (T2)	36"-54" Bckts, Plmbd, Cplr, Grapple	A86815
29 H.P.	06	Komatsu	PC35MR-2	12"-18"-36" Bckt / Plmbd	8377
29 H.P.	06	Komatsu	PC35MR-2	18"-36" Bckt / Plmbd	8365
29 H.P.	06	Komatsu	PC35MR-2	12"-18"-36" Bckt / Plmbd / Railgear	8173
D.O.C.-OK	06	Komatsu	PC78US-6 (T1)	12"-18"-30"-48"(Swng)Bckt/Plmbd	8572
8.7 H.P.	08	Komatsu	PC9	10"-14" Bckt	13529
D.O.C.-OK	11	Volvo	ECR235CL	24"-42"-60"(Swng)Bckt / Plmbd	110465
T4	13	Komatsu	PC138USLC-10	18"-36"-48" Swinger, Plmbd, Cplr	40281
T4	14	Caterpillar	308E2 CRSB	18"-30"-48" Tilt, Plmbd	TMX01041
T4	14	Caterpillar	308E2 CRSB	18"-30"-48" Tilt, Plmbd	TMX01117
T4	14	Komatsu	PC138USLC-10	24"-36"-60" Swinger, Plmbd, Cplr	40499
D.O.C. - OK	14	Caterpillar	M322D	24"-36"-60", Wn Ry, Foam Filled	P2T00268
T4I	15	Komatsu	PC138USLC-10	18"-36"-48" Swinger, Plmbd, Cplr	40587
D.O.C.-OK	14	Volvo	ECR305 CL	30"-42"-60" Swinger, Frnt Blade, Cplr	110458
D.O.C.-OK	14	Caterpillar	328 D L CR	24"-48"-60" Swinger, Plmbd, Cplr	RMX01001
T4I	15	Komatsu	PC228L C-10	18"-42"-60"Bckts/ JRB Cplr / Pmbd	1541
T4F	16	Komatsu	PC138USLC-11	24"-36"-60" Swinger, Plmbd, Cplr, Roadliner Track	50297
T4F	16	Komatsu	PC490LC-11	36"-54"Bckt, Cplr, Plmbd	A41440
T4F	16	Komatsu	PC138USLC-11	24"-36"-60" Swinger, Plmbd, Cplr	50053
T4F	16	Komatsu	PC138USLC-11	24"-36"-60" Swinger, Plmbd, Cplr	50528
T4F	16	Komatsu	PC35MR-5	12"-24"-36" Swinger, Plmbd, Cplr, Railgear	30193
T4F	16	Komatsu	PC35MR-5	12"-24"-36" Swinger, Plmbd, Cplr, Thumb, Railgear	30199
T4F	16	Komatsu	PC35MR-5	12"-24"-36" Swinger, Plmbd, Cplr, Thumb, Railgear	30210
T4F	16	Gradall	XL4300 V	15"-42"-60"-72" Bckt, 40" Pvmnt Rmvl Bckt	4300000117
T4F	16	Gradall	XL3300 V	Rail, 30"-60" Bckt, Plmbd, Rngvst Ready, Fm Filled Trs	3300000777
T4F	16	Gradall	XL3300 V	Rail Ready Pckg, Mdfr Trntble, 30"-60" Bckt, Plmbd	3300000778
T4I	17	Komatsu	PC228USLC-10	24"-42"-60" Swinger, Plmbd, Cplr	2759
D.O.C.-OK	16	Volvo	ECR305 CL	30"-48"-72" Swinger, Plmbd, Cplr	110706
T4F	17	Caterpillar	M317F (Red/Orange)	24"-36"-60" Swinger, Plmbd, Cplr, Foam Fild Tire (7.028)	F6P00380
T4F	17	Gradall	XL4300 V	15"-42"-60"-72" Bckt, 40" Pvmnt Rmvl Bckt	4300000119
T4I	14	Volvo	EW210D	24"-42"-60" Swinger, Plmbd, Foam Filled Tire	220090
T4F	17	Komatsu	PC360LC-11	24"-48"-72", Plmbd, Cplr	A35823
T4F	17	Caterpillar	M322F	24"-36"-60"Swinger, Plmbd, Foam Filled	FBW00150
T4F	18	Komatsu	PC138USLC-11	24"-36"-60" Swinger, Plmbd, Cplr	51489
T4F	18	Komatsu	PC88MR-10	18"-30"-48" Swinger, Plmbd, Cplr, Rbbr Trck	8074
T4F	18	Komatsu	PC35MR-5	12"-18"-36" Swinger, Hyd Thmb, Cplr, Rbbr Trck	30835
T4F	18	Komatsu	PC35MR-5	12"-18"-36" Swinger, Hyd Thmb, Cplr, Rbbr Trck	30845
T4F	18	Komatsu	PC308USLC-3 (T3)	24"-48"-60" Swinger, Plmbd, Cplr	30476
D.O.C.-OK	18	Komatsu	PC800LC-8	54"-72", Coupler	65356
T4F	18	Caterpillar	M317F	24"-36"-60" Swinger, Plmbd, Cplr, Foam Filled	F6P00483
T4F	18	Caterpillar	M317F	24"-36"-60" Swinger, Plmbd, Cplr, Foam Filled	F6P00578
T4F	18	Caterpillar	M322F	24"-36"-60" Swinger, Plmbd, Cplr	FBW00230
T4F	18	Caterpillar	M322F	24"-36"-60" Swinger, Plmbd, Cplr, Foam Filled	FBW00258
T4F	18	Gradall	XL 4330 V (Green)	36"-60" Bckt, Plmbd, Rail Gear (7.071) / (2) Piece Wheel	4330R00101
T4F	18	Gradall	XL 4330 V (Green)	36"-60" Bckt, Plmbd, Rail Gear (7.060) / (2) Piece Wheel	4330R00102
T4F	19	Gradall	XL 4330 V (Green)	36"-60" Bckt, Plmbd, Rail Gear (7.041) / (2) Piece Wheel	4330R00106
T4F	19	Gradall	XL 4330 V (Red/Orange)	36"-60" Bckt, Plmbd, Rail Gear (7.065)	4330R00108
T4F	19	Gradall	XL 4330 V (Red/Orange)	36"-60" Bckt, Plmbd, Rail Gear (7.084) / (2) Piece Wheel	4330R00107
T4F	20	Gradall	XL4330 V (Green)	36"-60" Bckt, Plmbd, Rail Gear, Fm Fild Tires (7.059)	4330R00111
T4F	20	Caterpillar	M317F	24"-36"-60" Swinger, Plmbd, Cplr, Foam Filled Tire (7.073)	F6P00775
T4F	20	Gradall	XL3330 V (Red/Orange)	36"-60" Bckt, Plmbd, Rail Gear, Fm Fild Tires (7.005)	3330R00101
T4F	20	Gradall	XL3330 V (Red/Orange)	36"-60" Bckt, Plmbd, Rail Gear, Fm Fild Tires (7.066)	3330R00102
T4F	19	Caterpillar	303.5 E2	20"-47" Swinger, Plmbd, Cplr, Thumb	JWY05364
Dozer / Grader					
D.O.C.-OK	98	Caterpillar	D6R XL (T1)	High Track	09BM00653
D.O.C.-OK	98	Caterpillar	D95M-LGP (T1)	Low Grnd Prsr, Wide Trck	08AS00262
D.O.C.-OK	01	JD	450H (T1)	Enclosed Cab	TC450HX899677
T4I	14	Caterpillar	D6K LGP	Low Grnd Prsr, Wide Trck, Automated, 12' Width Blade	RST00955
T4I	14	Caterpillar	D6K LGP	Low Grnd Prsr, Wide Trck, Automated, 12' Width Blade	RST01206
Loaders					
D.O.C.-OK	99	Caterpillar	956G (T1)	Coupler, Forks	03SW00383
D.O.C.-OK	01	John Deere	270 (T1)	Fm Fild Trs, Quck Cplr, Erops	271310
D.O.C.-OK	04	Volvo	L120 (T2)	4.5 Yd. Bckt/Coupler/Forks	L120EV64521
D.O.C.-OK	06	Volvo	L220E (T3)	Cplr, Frks, Mill Hndng Arm, 7.5 Yd Bck	L220E3V4483
D.O.C.-OK	07	Komatsu	WA500-6 (T1)	Cplr, Frks, Mill Hndng Arm, 7.5 Yd Bck	A92085
T4I	12	Komatsu	WA380-7	4 Yd. Bckt / Forks / Mat. Hand. Arm / Cplr	10064
T4I	13	Komatsu	WA380-7	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A64393
T4I	13	Komatsu	WA380-7	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A64400
T4I	13	Komatsu	WA380-7	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A64436
T4I	15	Komatsu	WA380-7	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A64528
T4I	15	Komatsu	WA470-7	5 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A47164
T4I	15	Caterpillar	938K	3.8 Yd Bckt / 60" Forks / Cplr / Material Hand Arm	SWL03692
T4	15	Caterpillar	272 D XHP	Fm Fild Trs, Quck Cplr, Erops	ETL00581
T4	15	Caterpillar	272 D XHP	Fm Fild Trs, Quck Cplr, Erops	MD200272
T4	16	Caterpillar	966M	5.25 Yd Bckt/72" Frks/Mat. Hand. Arm/Cplr	KJP01206
T4	16	Komatsu	WA380-8	4 Yd Bckt / 72" Frks / Mat. Hand. Arm / Cplr	A74039
T4	16	Caterpillar	272 D XHP	Fm Fild Trs, Quck Cplr, Erops	MD200445
T4	16	Caterpillar	226D	Quck Cplr, Erops	HRD01451
T4	17	Caterpillar	938M	3.8 Yd.Bckt / 60" Forks / Cplr / Material Hand Arm	J3R04535
T4	16	Caterpillar	272 D XHP	Fm Fild Trs, Quck Cplr, Erops	MD200446
T4	18	Caterpillar	272 D	Fm Fild Trs, Quck Cplr, Erops	BL201143
T4	18	Caterpillar	272 D XHP	Fm Fild Trs, Quck Cplr, Erops	MD200874
Backhoes					
D.O.C.-OK	97	Caterpillar	416C IT (T0)		01WR00620
T4I	12	Caterpillar	430F IT	Coupler,Plumbed,18"-24"-48"Bckts	RGS00210
T4I	14	Caterpillar	420F IT	Cplr Plmbd, Hyd Angle Brm, 12"-24"-48" Bckt	JWJ02639
Cranes					
D.O.C.-OK	97	Tadano	TR500XL	50 Ton Rough Terrain	540222
D.O.C.-OK	99	Tadano	TR500XL	50 Ton Rough Terrain	540263
D.O.C.-OK	99	Tadano	TR500XL-3	50 Ton Rough Terrain	540264
D.O.C.-OK	01	Tadano	TR500XL-3	50 Ton Rough Terrain	540286
Trucks					
D.O.C.-OK	97	Volvo	A35C (T1)	6 X 6, Articulated, Tailgate	60165
D.O.C.-OK	97	Volvo	A35C (T1)	6 X 6, Articulated, Tailgate	60033
D.O.C. - OK	09	Kubota	RTV900T6-H	Utility Vehicle w/Aux Valve	99495
D.O.C. - OK	10	Kubota	RTV900T9-H	Utility Vehicle w/Auxiliary Valve, Snp/Plw	A3379
D.O.C. - OK	10	Kubota	RTV900T9-H	Utility Vehicle	A1933
D.O.C. - OK	12	Kenworth	T370	Fuel Truck w/2,700 Gallon Tank (184807)	2NKHHN7X8BM292707

This information is correct and accurate as of the date of this signature and is signed under penalty of perjury

Michael M. Foley, Authorized Representative

July 2, 2021

Bid #: 7611889

FORM H
GUARANTY

This form has intentionally been left blank and will not be used

Bid #: 7611889

Best Value Design Build
Bridge Group 57T-10 I-195 Washington North Phase 2

FORM I

BUY AMERICA CERTIFICATION

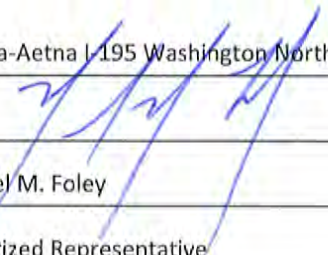
The bidder must submit the appropriate Buy America certification below with its Proposal. Proposals that do not include the completed certification will be deemed non-responsive.

In accordance with 49 C.F.R. § 661.6 Certification Requirements for procurement of steel, iron, or manufactured products, complete the certifications below:

Certification requirement for procurement of steel, iron, or manufactured products

Certificate of Compliance with Buy America Requirements [49 U.S.C. 5323(j)(1)]

The undersigned hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Company Name: Barletta-Aetna | 195 Washington North Phase 2 JV
Signature: 
Printed Name: Michael M. Foley
Title: Authorized Representative
Date: July 2, 2021

OR

Certificate of Non-Compliance with Buy America Requirements [49 U.S.C. 5323(j)(1)]

The undersigned hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2) as amended, and the applicable regulations in 49 CFR 661.7

Company Name: _____
Signature: _____
Printed Name: _____
Title: _____
Date: _____

Bid #: 7611889

Best Value Design Build
Bridge Group 57T-10 I-195 Washington North Phase 2



On-The-Job Training Acknowledgement & Statement of Compliance

FORM J

Project ID#	2021-DB-020
Project's Name	Bridge Group 57T-10 I-195 Washington North Phase 2
Contractor's Name	Barletta-Aetna I-195 Washington North Phase 2 JV
OJT Goal	2,700 hrs

We have reviewed the OJT training requirements (Training Special Provisions) stated in the contract for the above noted project. Based on these requirements we acknowledge the following:

- We are responsible for submitting a *Contractor's Training Proposal* form to the Office of Civil Rights for approval within 10 calendar days of project starting.
- We must submit a *Trainee Registration Form* to RIDOT Office of Civil Rights, for approval, prior to trainee(s) starting to work on site.
- We must include approved trainee's job classification in all contract payrolls.
- We must submit the *Trainee Status Change* form to inform project Resident Engineer and RIDOT OCR of any changes in trainee status within 10 days of event occurring.
- We must provide *Trainee Weekly Time Sheets* to project RE throughout the entire life of the project.
- We must notify RIDOT project personnel, **daily**, of the presence of trainees at the worksite.
- We must submit *Monthly OJT Hours* reports to OCR to qualify for training reimbursement.
- We must provide trainee(s) with a *Certificate of Completion* with the type and amount of training hours when completed.
- We must abide to corresponding journeyman/trainee ratio.
- We must provide trainee the skills corresponding to the approved training classification.
- We must fully abide to contract's Training Special Provision regulating project mentioned above.

Contractor's EEO Officer (Name & Signature)
Gena Mohan, Compliance Manager

July 2, 2021

Date

RIDOT OCR Representative (Name & Signature)

Date

Bid #: 7611889

Best Value Design Build
 Bridge Group 57T-10 I-195 Washington North Phase 2

FORM K

RIDOT DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN

DBE Name	Address	Phone	Services to be Performed	DBE Construction Activity Percentage	DBE Design Activity Percentage
1 Applied Bio-Systems, Inc.	P.O. Box 985 West Kingston, RI 02892	401.783.6740	SWPPP monitoring/soil evaluations	Per the RFP, this is to be	4%
2 Bryant Associates, Inc.	640 George Washington Highway, Bldg C, Suite 100, Lincoln, RI 02865	401.834.1063	Survey	submitted by the DB	5%
3 Regina Villa Associates, Inc.	51 Franklin Street, Suite 400 Boston, MA 02110	617.357.5772	Public Outreach	Entity 14-days prior to any	1%
4 Welch Associates Land Surveyors, Inc.	218 North Main Street West Bridgewater, MA 02379	508.580.4696	Survey	construction activity.	2%
5					
6					
7					
8					
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10					
11					
12					
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14					
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16					
17					
18					
19					
20					

Signature:  Michael M. Foley, Authorized Representative
 Proposer: Barletta/AETNA I-195 Washington Bridge North Phase 2 JV
 Date: July 2, 2021



Bid #: 7611889

Best Value Design Build
Bridge Group 57T-10 I-195 Washington North Phase 2

DBE Letter of Intent to Perform

Form L

PROJECT: Bridge Group 57T-10 I-195 Washington North Phase 2

NAME OF PROPOSER: Barletta/AETNA I-95 Washington North Phase 2 JV

FROM: APPLIED BID-SYSTEMS, INC.
(Disadvantaged Business Enterprise)

TO: Barletta/AETNA I-95 Washington North Phase 2 JV
(Name of Contractor)

1. My company is currently certified as a Disadvantaged Business Enterprise (DBE) by the state of Rhode Island. There have been no changes affecting the ownership, control or independence of my company since my last certification review.
2. If any such change occurs prior to my company's completion of this proposed work, I will give written notification to your firm and RIDOT.
3. My firm will provide to you, upon request, for the purpose of obtaining subcontractor approval: (a) a resume stating the qualifications and experience of the superintendent or foreperson who will supervise on-site work; (b) a list of equipment owned or leased by my firm for use on the project; and (c) a list of all projects (public or private) which my firm is currently performing, is committed to perform, or intends to make a commitment to perform. I shall include for each project the names and telephone number of a contact person for the contracting organization, the dollar value of the work, a description of the work, and my firm's work schedule for the project.
4. If you are awarded the contract, my company intends to enter into an agreement with your firm to perform the items of work or other activity described on the following sheet for the prices indicated.
5. My firm has the ability to manage, supervise and perform the activity described on the following page.


DBE Signature

May 28, 2021
Date

STATE OF RHODE ISLAND

NOV - 6 2020



Department of Administration
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY
Minority Business Enterprise Compliance Office
One Capitol Hill
Providence, RI 02908-5860
Office: (401) 574-8670
RI Relay: 711
www.odeo.ri.gov

October 28, 2020

Ms. Linda Steere
Applied Bio-Systems, Inc.
P.O. Box 985
West Kingston, RI 02892

Dear Ms. Steere:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a WBE for the State of Rhode Island Minority Business Enterprise Program. Your "Minority Business Certification Number" which you can utilize as proof of your status is MBCN 111. Your company has been approved as a **WBE** for the following scope: **"environmental consultant, specializing in wetland delineation, environmental permitting, open space assessments, restoration, and soil evaluations"** firm under primary NAICS Code 541620 and additional NAICS Codes 541690, 541990.

In order to maintain your certification during the certification period, you must submit your annual review package thirty (30) days prior to your annual review date which is **10/31/2021**. Your annual review package must include: a) a completed No Change Affidavit (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms as applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. Further, please be advised that it is your responsibility to notify the Minority Business Enterprise Compliance Office of any changes in the ownership or control of your business within thirty (30) days of such changes.

In addition, please be advised that all certified firms undergo a more substantive review, including a new site visit, as well as a review of personal financial information and economic disadvantage status, every five (5) years. Our records indicate that your firm is due for such a review on or about **10/31/2025**.

We wish you success in the State of Rhode Island's Minority Business Enterprise Program; and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Dorinda L. Keene".

Dorinda L. Keene
Assistant Administrator – MBE Compliance

STATE OF RHODE ISLAND



NOV - 3 2020

Department of Administration
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY
Minority Business Enterprise Compliance Office
One Capitol Hill
Providence, RI 02908-5860
Office: (401) 574-8670
RI Relay: 711
www.odeo.ri.gov

October 28, 2020

Ms. Linda Steere
Applied Bio-Systems, Inc.
P.O. Box 985
West Kingston, RI 02892

Dear Ms. Steere:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a **DBE** for the U.S. DOT DBE Program. The MBE Compliance Office (MBECO), acting as certification agent for RIDOT, RIAC, and RIPTA, has determined that your firm continues to meet the certification criteria as established by U.S. DOT under 49 CFR Part 26. The number that you may utilize as proof of your certification is MBCN 111. Your company has been approved as a **DBE** for the following scope: **“environmental consultant, specializing in wetland delineation, environmental permitting, open space assessments, restoration, and soil evaluations”** firm under primary NAICS Code 541620 and additional NAICS Codes 541690, 541990.

Please be advised that it is your responsibility to notify MBECO of any changes in circumstance affecting your ability to meet size, disadvantaged status, ownership, or control requirements, or any material change in the information provided in your application form, within 30 days of such changes. The notice must take the form of a sworn affidavit or an unsworn declaration executed under penalty of perjury of the laws of the United States, and must include supporting documentation describing in detail the nature of such changes. Failure to make timely notification of such a change will result in administrative removal of certification for failure to cooperate under 49 CFR 26.109(c).

In order to maintain your certification as a DBE, you must submit your annual review package thirty (30) days prior to your annual review date which is **10/31/2021**. (a) a completed No Change Affidavit; (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms, if applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. We wish you success in the DBE Program, and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Dorinda L. Keene".

Dorinda L. Keene
Assistant Administrator – MBE Compliance

DBE Letter of Intent to Perform

Form L

PROJECT: Bridge Group 57T-10 I-195 Washington North Phase 2

NAME OF PROPOSER: Barletta/AETNA I-95 Washington North Phase 2 JV

FROM: Bryant Associates, Inc.
(Disadvantaged Business Enterprise)

TO: Barletta/AETNA I-95 Washington North Phase 2 JV
(Name of Contractor)

1. My company is currently certified as a Disadvantaged Business Enterprise (DBE) by the state of Rhode Island. There have been no changes affecting the ownership, control or independence of my company since my last certification review.
2. If any such change occurs prior to my company's completion of this proposed work, I will give written notification to your firm and RIDOT.
3. My firm will provide to you, upon request, for the purpose of obtaining subcontractor approval: (a) a resume stating the qualifications and experience of the superintendent or foreperson who will supervise on-site work; (b) a list of equipment owned or leased by my firm for use on the project; and (c) a list of all projects (public or private) which my firm is currently performing, is committed to perform, or intends to make a commitment to perform. I shall include for each project the names and telephone number of a contact person for the contracting organization, the dollar value of the work, a description of the work, and my firm's work schedule for the project.
4. If you are awarded the contract, my company intends to enter into an agreement with your firm to perform the items of work or other activity described on the following sheet for the prices indicated.
5. My firm has the ability to manage, supervise and perform the activity described on the following page.


DBE Signature

5/25/2021

Date

STATE OF RHODE ISLAND



Department of Administration
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY
Minority Business Enterprise Compliance Office
One Capitol Hill
Providence, RI 02908-5860
Office: (401) 574-8670
RI Relay: 711
www.odeo.ri.gov

April 16, 2021

Mr. Jeffrey Bryant P.E.
Bryant Associates, Inc.
640 George Washington Highway, Bldg C, Suite 100
Lincoln, RI 02865

Dear Mr. Bryant:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as an MBE for the State of Rhode Island Minority Business Enterprise Program. Your "Minority Business Certification Number" which you can utilize as proof of your status is MBCN 2. Your company has been approved as an **MBE** for the following scope: "**multi-discipline engineering firm offering transportation, civil, site, structural, traffic, and marine engineering services, surveying and mapping, marine surveying, and construction management services**" firm under primary NAICS Code 541330 and additional NAICS Codes 236220, 237110, 237310, 237990, 541370, 541990.

In order to maintain your certification during the certification period, you must submit your annual review package thirty (30) days prior to your annual review date which is **4/30/2022**. Your annual review package must include: a) a completed No Change Affidavit (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms as applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. Further, please be advised that it is your responsibility to notify the Minority Business Enterprise Compliance Office of any changes in the ownership or control of your business within thirty (30) days of such changes.

In addition, please be advised that all certified firms undergo a more substantive review, including a new site visit, as well as a review of personal financial information and economic disadvantage status, every five (5) years. Our records indicate that your firm is due for such a review on or about **4/30/2022**.

We wish you success in the State of Rhode Island's Minority Business Enterprise Program; and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in black ink that reads "Dorinda L. Keene".

Dorinda L. Keene
Assistant Administrator – MBE Compliance

STATE OF RHODE ISLAND



Department of Administration
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY
Minority Business Enterprise Compliance Office
One Capitol Hill
Providence, RI 02908-5860
Office: (401) 574-8670
RI Relay: 711
www.odeo.ri.gov

April 16, 2021

Mr. Jeffrey Bryant P.E.
Bryant Associates, Inc.
640 George Washington Highway, Bldg C, Suite 100
Lincoln, RI 02865

Dear Mr. Bryant:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a **DBE** for the U.S. DOT DBE Program. The MBE Compliance Office (MBECO), acting as certification agent for RIDOT, RIAC, and RIPTA, has determined that your firm continues to meet the certification criteria as established by U.S. DOT under 49 CFR Part 26. The number that you may utilize as proof of your certification is MBCN 2. Your company has been approved as a **DBE** for the following scope: **“multi-discipline engineering firm offering transportation, civil, site, structural, traffic, and marine engineering services, surveying and mapping, marine surveying, and construction management services”** firm under primary NAICS Code 541330 and additional NAICS Codes 236220, 237110, 237310, 237990, 541370, 541990.

Please be advised that it is your responsibility to notify MBECO of any changes in circumstance affecting your ability to meet size, disadvantaged status, ownership, or control requirements, or any material change in the information provided in your application form, within 30 days of such changes. The notice must take the form of a sworn affidavit sworn or an unsworn declaration executed under penalty of perjury of the laws of the United States, and must include supporting documentation describing in detail the nature of such changes. Failure to make timely notification of such a change will result in administrative removal of certification for failure to cooperate under 49 CFR 26.109(c).

In order to maintain your certification as a DBE, you must submit your annual review package thirty (30) days prior to your annual review date which is **4/30/2022**. (a) a completed No Change Affidavit; (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms, if applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. We wish you success in the DBE Program, and if we can be of further assistance to you, please contact this office.

Sincerely,



Dorinda L. Keene
Assistant Administrator – MBE Compliance

DBE Letter of Intent to Perform Form L

PROJECT: Bridge Group 57T-10 I-195 Washington North Phase 2

NAME OF PROPOSER: Barletta/AETNA I-95 Washington North Phase 2 JV

FROM: Regina Villa Associates, Inc.
(Disadvantaged Business Enterprise)

TO: Barletta/AETNA I-95 Washington North Phase 2 JV
(Name of Contractor)

1. My company is currently certified as a Disadvantaged Business Enterprise (DBE) by the state of Rhode Island. There have been no changes affecting the ownership, control or independence of my company since my last certification review.
2. If any such change occurs prior to my company's completion of this proposed work, I will give written notification to your firm and RIDOT.
3. My firm will provide to you, upon request, for the purpose of obtaining subcontractor approval:
(a) a resume stating the qualifications and experience of the superintendent or foreperson who will supervise on-site work; (b) a list of equipment owned or leased by my firm for use on the project; and (c) a list of all projects (public or private) which my firm is currently performing, is committed to perform, or intends to make a commitment to perform. I shall include for each project the names and telephone number of a contact person for the contracting organization, the dollar value of the work, a description of the work, and my firm's work schedule for the project.
4. If you are awarded the contract, my company intends to enter into an agreement with your firm to perform the items of work or other activity described on the following sheet for the prices indicated.
5. My firm has the ability to manage, supervise and perform the activity described on the following page.



DBE Signature

May 7, 2021

Date

***Regina Villa Associates submitted its DBE certification renewal request to the DOA on May 25th and it is currently being processed.**



STATE OF RHODE ISLAND



Department of Administration
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY
Minority Business Enterprise Compliance Office
One Capitol Hill
Providence, RI 02908-5860
Office: **(401) 574-8670**
RI Relay: **711**
www.odeo.ri.gov

June 30, 2020

Ms. Regina Villa
Regina Villa Associates, Inc.
51 Franklin Street, Suite 400
Boston, MA 02110

Dear Ms. Villa:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a WBE for the State of Rhode Island Minority Business Enterprise Program. Your "Minority Business Certification Number" which you can utilize as proof of your status is MBCN 726. Your company has been approved as a WBE for the following scope: **"consulting firm specializing in public relations, public participation, marketing, graphic design, event management, video production, photography, survey research and training"** firm under primary NAICS Code 541910 and additional NAICS Codes 512110, 541430, 541490, 541611, 541613, 541820, 541922, 561920.

In order to maintain your certification during the certification period, you must submit your annual review package thirty (30) days prior to your annual review date which is **6/30/2021**. Your annual review package must include: a) a completed No Change Affidavit (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms as applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. Further, please be advised that it is your responsibility to notify the Minority Business Enterprise Compliance Office of any changes in the ownership or control of your business within thirty (30) days of such changes.

In addition, please be advised that all certified firms undergo a more substantive review, including a new site visit, as well as a review of personal financial information and economic disadvantage status, every five (5) years. Our records indicate that your firm is due for such a review on or about **6/30/2023**.

We wish you success in the State of Rhode Island's Minority Business Enterprise Program; and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Dorinda L. Keene".

Dorinda L. Keene
Assistant Administrator – MBE Compliance

STATE OF RHODE ISLAND



Department of Administration
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY
Minority Business Enterprise Compliance Office
One Capitol Hill
Providence, RI 02908-5860
Office: (401) 574-8670
RI Relay: 711
www.odeo.ri.gov

June 30, 2020

Ms. Regina Villa
Regina Villa Associates, Inc.
51 Franklin Street, Suite 400
Boston, MA 02110

Dear Ms. Villa:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a **DBE** for the U.S. DOT DBE Program. The MBE Compliance Office (MBECO), acting as certification agent for RIDOT, RIAC, and RIPTA, has determined that your firm continues to meet the certification criteria as established by U.S. DOT under 49 CFR Part 26. The number that you may utilize as proof of your certification is MBCN 726. Your company has been approved as a **DBE** for the following scope: **“consulting firm specializing in public relations, public participation, marketing, graphic design, event management, video production, photography, survey research and training”** firm under primary NAICS Code 541910 and additional NAICS Codes 512110, 541430, 541490, 541611, 541613, 541820, 541922, 561920.

Please be advised that it is your responsibility to notify MBECO of any changes in circumstance affecting your ability to meet size, disadvantaged status, ownership, or control requirements, or any material change in the information provided in your application form, within 30 days of such changes. The notice must take the form of a sworn affidavit sworn or an unsworn declaration executed under penalty of perjury of the laws of the United States, and must include supporting documentation describing in detail the nature of such changes. Failure to make timely notification of such a change will result in administrative removal of certification for failure to cooperate under 49 CFR 26.109(c).

In order to maintain your certification as a DBE, you must submit your annual review package thirty (30) days prior to your annual review date which is **6/30/2021**. (a) a completed No Change Affidavit; (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms, if applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. We wish you success in the DBE Program, and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dorinda L. Keene".

Dorinda L. Keene
Assistant Administrator – MBE Compliance

Bid #: 7611889

DBE Letter of Intent to Perform Form L

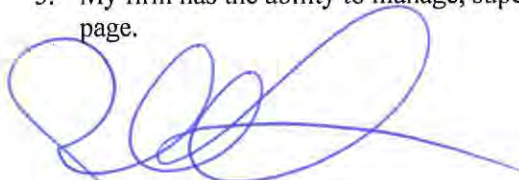
PROJECT: Bridge Group 57T-10 I-195 Washington North Phase 2

NAME OF PROPOSER: Barletta/AETNA I-95 Washington North Phase 2 JV

FROM: Welch Associates Land Surveyors, Inc.
(Disadvantaged Business Enterprise)

TO: Barletta/AETNA I-95 Washington North Phase 2 JV
(Name of Contractor)

1. My company is currently certified as a Disadvantaged Business Enterprise (DBE) by the state of Rhode Island. There have been no changes affecting the ownership, control or independence of my company since my last certification review.
2. If any such change occurs prior to my company's completion of this proposed work, I will give written notification to your firm and RIDOT.
3. My firm will provide to you, upon request, for the purpose of obtaining subcontractor approval: (a) a resume stating the qualifications and experience of the superintendent or foreperson who will supervise on-site work; (b) a list of equipment owned or leased by my firm for use on the project; and (c) a list of all projects (public or private) which my firm is currently performing, is committed to perform, or intends to make a commitment to perform. I shall include for each project the names and telephone number of a contact person for the contracting organization, the dollar value of the work, a description of the work, and my firm's work schedule for the project.
4. If you are awarded the contract, my company intends to enter into an agreement with your firm to perform the items of work or other activity described on the following sheet for the prices indicated.
5. My firm has the ability to manage, supervise and perform the activity described on the following page.



DBE Signature

May 6, 2021
Date



STATE OF RHODE ISLAND



Department of Administration
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY
Minority Business Enterprise Compliance Office
One Capitol Hill
Providence, RI 02908-5860
Office: (401) 574-8670
RI Relay: 711
www.odeo.ri.gov

March 30, 2021

Ms. Pamela Welch
Welch Associates Land Surveyors, Inc.
218 North Main Street
West Bridgewater, MA 02379

Dear Ms. Welch:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a WBE for the State of Rhode Island Minority Business Enterprise Program. Your "Minority Business Certification Number" which you can utilize as proof of your status is MBCN 725. Your company has been approved as a **WBE** for the following scope: "**professional land surveyors, land surveying services, design and consulting services to architects, engineers, and general contractors; construction layout, boundry, title insurance, topographic, hydographic, land court subdivision, utility, wetland, GPS**" firm under primary NAICS Code 541370.

In order to maintain your certification during the certification period, you must submit your annual review package thirty (30) days prior to your annual review date which is **4/30/2022**. Your annual review package must include: a) a completed No Change Affidavit (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms as applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. Further, please be advised that it is your responsibility to notify the Minority Business Enterprise Compliance Office of any changes in the ownership or control of your business within thirty (30) days of such changes.

In addition, please be advised that all certified firms undergo a more substantive review, including a new site visit, as well as a review of personal financial information and economic disadvantage status, every five (5) years. Our records indicate that your firm is due for such a review on or about **4/30/2023**.

We wish you success in the State of Rhode Island's Minority Business Enterprise Program; and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in black ink that reads "Dorinda L. Keene".

Dorinda L. Keene
Assistant Administrator – MBE Compliance

STATE OF RHODE ISLAND



Department of Administration
OFFICE OF DIVERSITY, EQUITY AND OPPORTUNITY
Minority Business Enterprise Compliance Office
One Capitol Hill
Providence, RI 02908-5860
Office: (401) 574-8670
RI Relay: 711
www.odeo.ri.gov

March 30, 2021

Ms. Pamela Welch
Welch Associates Land Surveyors, Inc.
218 North Main Street
West Bridgewater, MA 02379

Dear Ms. Welch:

Based on the annual review package provided by you, a determination has been made that your firm remains eligible for certification as a **DBE** for the U.S. DOT DBE Program. The MBE Compliance Office (MBECO), acting as certification agent for RIDOT, RIAC, and RIPTA, has determined that your firm continues to meet the certification criteria as established by U.S. DOT under 49 CFR Part 26. The number that you may utilize as proof of your certification is MBCN 725. Your company has been approved as a **DBE** for the following scope: **“professional land surveyors, land surveying services, design and consulting services to architects, engineers, and general contractors; construction layout, boundry, title insurance, topographic, hydographic, land court subdivision, utility, wetland, GPS”** firm under primary NAICS Code 541370.

Please be advised that it is your responsibility to notify MBECO of any changes in circumstance affecting your ability to meet size, disadvantaged status, ownership, or control requirements, or any material change in the information provided in your application form, within 30 days of such changes. The notice must take the form of a sworn affidavit sworn or an unsworn declaration executed under penalty of perjury of the laws of the United States, and must include supporting documentation describing in detail the nature of such changes. Failure to make timely notification of such a change will result in administrative removal of certification for failure to cooperate under 49 CFR 26.109(c).

In order to maintain your certification as a DBE, you must submit your annual review package thirty (30) days prior to your annual review date which is **4/30/2022**. (a) a completed No Change Affidavit; (b) current corporate federal tax returns, including all federal schedules and attachments, for the applicant firm and any affiliate firms, if applicable; (c) copy of your current certification letter from your home state UCP if firm is not based in Rhode Island, and (d) copy of pertinent Rhode Island licenses if business is operating in a licensed industry. Failure to submit your annual review package will result in an administrative removal of your certification. We wish you success in the DBE Program, and if we can be of further assistance to you, please contact this office.

Sincerely,

A handwritten signature in black ink that reads "Dorinda L. Keene".

Dorinda L. Keene
Assistant Administrator – MBE Compliance

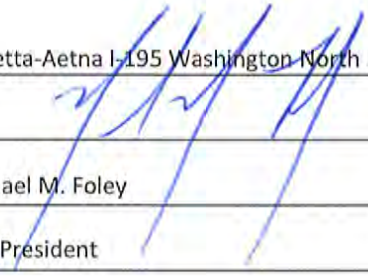
Bid #: 7611889

Best Value Design Build
Bridge Group 57T-10 I-195 Washington North Phase 2

FORM M

AGREEMENT FOR ESCROW OF PROPOSAL DOCUMENTS

I, Michael M. Foley, authorized signatory for Barletta-Aetna I-195 Washington North Phase 2 JV agree to abide by the requirements and provisions set forth in Section 103.8 *Escrow of the Bid Documentation* of RFP 7598876PH2 in order for the State to consider its Proposal in connection with the award of this Contract.

Company Name: Barletta-Aetna I-195 Washington North Phase 2 JV
Signature: 
Printed Name: Michael M. Foley
Title: Vice President
Date: July 2, 2021



Bid #: 7611889

FORM O
STATE OF RHODE ISLAND DEPARTMENT OF TRANSPORTATION
DESIGN-BUILD STIPEND AGREEMENT

THIS AGREEMENT is made by and between the State of Rhode Island Department of Transportation (the "RIDOT" or the "State"), an agency of the State of Rhode Island and Providence Plantations, and Barletta-Aetna I-195 Washington North Phase 2 JV (the "Proposer"), a corporation authorized to conduct business in the State of Rhode Island and the Providence Plantations. Said parties (the "Parties") agree as follows:

Article 1 – Technical Proposals for the Design-Build Project

In connection with the State's Request for Proposals ("RFP"), **BID # XXXXXX** for **Best Value Design-Build Services for Interstate Route 195 Washington North Phase 2 Bridge Group 57T-10** under Rhode Island Contract No. **2021-DB-020** (the "Project"), the State has solicited a Request for Technical Proposals ("RFPs"), from qualified bidders in accordance with said solicitation. Said Technical Proposals are essentially detailed descriptions of a design and plan for constructing the Project; said Technical Proposals are to be based on a basic, partial Project design (the "Basic Technical Concept" ("BTC") prepared by the State and shared with the Proposers prior to their submission of Project Proposals.

Article 2 - Stipend Payment and Technical Elements

Subsequent to the award of the contract, if a Proposer is not awarded the Design-Build Contract by the State, and if the Proposer has submitted a Technical Proposal and a Price Proposal to the State that are fully responsive to the RFP, accompanied by a fully-executed copy of this Stipend Agreement, and if a Proposer is one of the top two (2) scored Technical Proposals, aside from the Proposer awarded the Design-Build Contract, the State shall pay the Proposer a lump sum amount of **One Hundred Fifty Thousand Dollars (\$150,000.00)** (the "Stipend") as compensation for the Proposer's work in preparing the Technical Proposal and for certain rights to use the information, language, ideas, visual representations and designs (the "Tech Elements") contained in said Technical Proposal. Those rights will include: The right of the State to use any or all of the Tech Elements (1) for the Project; (2) for any other State construction project, a contract for which is let under either Rhode Island state law or statutes, or which is contracted for pursuant to an emergency declaration; and (3) for any portion of the Project that may be withdrawn from the Project and let separately to a contractor other than the recipient of the award for the Project Contract. Insofar as any part or parts of the Tech Elements may be subject to copyright protection, each such part shall be deemed a work made-for-hire under the U.S. Copyright Act, and the copyright rights applicable to that part shall be deemed to belong to the State.

The Stipend shall also serve as consideration for the provision by the Proposer of these rights and protections for the State in connection with uses of the Tech Elements: The Proposer agrees that it will indemnify, defend, and hold harmless the State, its Departments, its officers, agents, and employees from any claims, losses, causes of action, damages, costs, charges, or expenses, including attorney's fees incurred by the State in such connections, arising from any acts, actions, neglect, or omissions connected with the Proposer's duties or performance (including those of its agents, employees, and subcontractors) under this Agreement, or from the exercise by the State of its rights under this Agreement to make use of the Tech Elements. Should the State invoke its right hereunder to have the Proposer defend the State against a formal claim or proceeding in these connections, the State may, at its option, choose to participate with the Proposer in that defense.

Bid #: 7611889

The State's failure to notify a Proposer of a claim (formal or informal) against the State in connection with (1) the Proposers performance or failure to perform under this Agreement, or (2) the State's exercise of its rights thereunder to use the Tech Elements, shall not relieve the Proposer from its obligations under the preceding paragraph of this Agreement.

Any Proposer that does not want to cede to the State these rights and protections may elect not to sign and submit to the State a copy of this Stipend Agreement; as a consequence, such Proposer would not receive or be entitled to payment of the Stipend.

Article 3 - Waiver of Claims

Acceptance by the Proposer of payment of the Stipend Amount from the State shall constitute a waiver by the Proposer of any and all rights, equitable or otherwise, to bring any claim (including, without limitation, any protests) against either the State of Rhode Island and any of its departments, agencies, officers, directors, agents, employees, representatives or advisors and their successors and assigns, in connection with the procurement of the Project, including, without limitation, with respect to the procurement process, any award of the Contract or any cancellation of the procurement.

Article 4 - Potential Effect of State Budget Limitations

Proposers should be aware that the State, during any fiscal year, will not expend money, incur any liability, or enter into any contract which would place the State in the position of spending or being liable for money in excess of the amounts budgeted for its use by the State and federal legislatures during such fiscal year. Any agreement, verbal or written, that would cause the State to spend or be liable for money exceeding said budgeted amount would be null and void, and no money shall be paid under such an agreement. While the State's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the State and federal legislatures, it is unlikely that such appropriation would prove insufficient for the payment of Stipends in connection with this Project.

Article 5 - Effects of Early Withdrawal of the RFP or Early Termination of the Project

If the State withdraws the RFP, this Agreement shall be considered terminated effective as of the date of the withdrawal.

If this Agreement is terminated prior to the opening of the Price Proposals called for in the RFP, the Stipend will not be paid to the Proposer and the rights to use of the Tech Elements will not pass to the State.

If this Agreement is terminated after the aforementioned opening of Price Proposals and prior to execution of the Project Contract, the Proposer shall be entitled to the Stipend if it would otherwise have been entitled to it under the terms of this Agreement.

Article 6 – Limitation on Assignment of Rights Under this Agreement

The Proposer may not assign or transfer any rights under this Agreement to any party without the advance written consent thereto of the State.

Bid #: 7611889

Article 7 – Effective Period of the Agreement

The State shall retain their rights (described in Article 2 hereof) to use the Tech Elements for five (5) years from the date of the State's execution of this Agreement, or two (2) years after the State's acceptance of the Project (evidenced by a Certificate of Acceptance). The State shall retain their protections under this Agreement (described in the second and third paragraphs of said Article 2) for ten (10) years from the date of the State's execution of this Agreement, or until all appeal rights have run on any action or claims proceeding concerning the subjects of this Agreement that may have been commenced during said ten- (10) year period.

Article 8 – Miscellaneous Provisions

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.

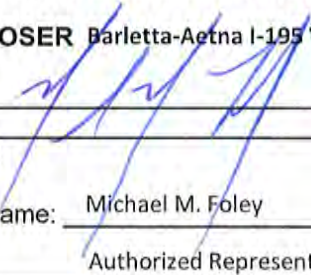
This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties.

If any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable laws, the validity of the remaining portions of the Agreement shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the portion of the Agreement held to be invalid.

This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island and the Providence Plantations.

In any legal action related to this Agreement, the Proposer hereby waives any and all privileges and rights it may have under Rhode Island laws relating to venue, as they now exist or may hereafter be amended, and any such privileges and rights it may have under any other such statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate court in any county chosen by the State, and in the event that the Proposer files any such legal action, the Proposer hereby consents to the transfer of venue to the county chosen by the State upon the State's filing a motion requesting the same.

PROPOSER Barletta-Aetna I-195 Washington North Phase 2 JV

Signed  Date July 2, 2021
Print Name: Michael M. Foley
Title: Authorized Representative

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

Signed Date
Title: Peter Alviti Jr., P.E.
Director, Rhode Island Department of Transportation



Barletta/Aetna I-195

Washington Bridge North

Phase 2 JV

Form P

FORM P

CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

INSTRUCTIONS FOR CERTIFICATION:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bid #: 7611889

Best Value Design Build
Bridge Group 57T-10 I-195 Washington North Phase 2

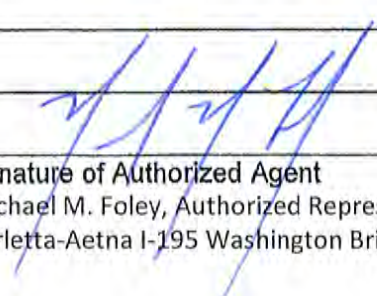
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Michael M. Foley (name of Authorized Agent), Authorized Representative (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.



Signature of Authorized Agent
Michael M. Foley, Authorized Representative
Barletta-Aetna I-195 Washington Bridge North Phase 2 JV

July 2, 2021

Date

Certification for Federal-Aid Construction/Consultant Contracts

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px; text-align: center;">a</div> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance </div>	<p>2. Status of Federal Action:</p> <div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px; text-align: center;">a</div> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award </div>	<p>3. Report Type:</p> <div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px; text-align: center;">a</div> <ul style="list-style-type: none"> a. initial filing b. material change </div> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="text-align: center;">Tier _____, if known:</p> <p>Barletta-Aetna I-195 Washington North Phase 2 JV 40 Shawmut Rd Canton MA</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity: None</p> <p>(if individual, last name, first name, mi): _____</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, mi): None</p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ <u>None</u> <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission None <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____ 	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash None</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p> <p style="text-align: center;">None</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: Michael M. Foley</p> <p>Title: Authorized Representative</p> <p>Telephone No: 781-821-6222 Date: 7/02/2021</p>	
<p>For Federal use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL-A</p>

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: Barletta-Aetna I-195 Washington North Phase 2 JV Page 2 of 2

NONE

Authorized for Local Reproduction
Standard Form - LLL-A

RIDOT 12/27/07

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Best Value Design-Build Services for Interstate Route 195 Washington North Phase 2, Bridge Group 57T-10

I, Michael M. Foley hereby certify as follows:

I am employed as Authorized Representative of Barletta-Aetna I-195 Washington North Phase 2 JV
[TITLE] [COMPANY]

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION
none		

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

SIGNATURE Michael M. Foley
Authorized Representative

July 2, 2021
DATE

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.



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

I, Michael M. Foley, Authorized Representative, a duly authorized representative of Barletta-Aetna I-195 Washington North Phase 2 JV do hereby certify that the organization affirmatively agrees to the provisions set forth by U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)



Signature

July 2, 2021

Date

APPENDIX A

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

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

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

Last Update: November 2017

DBE SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR
CONTRACTORS AND CONSULTANTS

With respect to the above numbered project, I hereby certify that I am the Authorized Representative
and duly authorized representative of Barletta-Aetna I-195 Washington whose address is 40 Shawmut Road,
Canton MA 02021-1409 North Phase 2 JV.

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

DEFINITIONS:

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

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

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

Rev.09/26/2017

public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

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

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe¹, Alaska Natives, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
 - f. Women; and
 - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such as time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

¹ A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

I. GENERAL REQUIREMENTS AND SANCTIONS:

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
 2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
 4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
 5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal,':
1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
 2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
 4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
 2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

III. CONSTRUCTION PERIOD REQUIREMENTS:

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

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
 - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
 - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
 - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

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

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
- a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
 - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
 - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
 - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
 - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
- a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
 - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.

- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
 - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
 - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
 - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
 - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
 - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
 - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
 - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
 - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
 - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
 - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).

11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

D. Joint Check Procedure for DBEs:

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

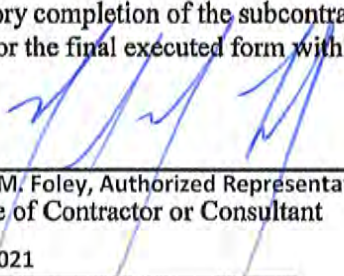
1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total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

IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.



Michael M. Foley, Authorized Representative
Signature of Contractor or Consultant

July 2, 2021

Date



Barletta Heavy Division, Inc.

Form P

FORM P

CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

INSTRUCTIONS FOR CERTIFICATION:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Michael M. Foley (name of Authorized Agent), Vice President _____ (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

Signature of Authorized Agent
Michael M. Foley
Vice President
Barletta Heavy Division, Inc.

July 2, 2021

Date

Certification for Federal-Aid Construction/Consultant Contracts

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Barletta Heavy Division, Inc. 40 Shawmut Rd., Canton MA Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity:</p> <p>None (if individual, last name, first name, mi): _____</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, mi): None</p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ None <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission None <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash None <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p> <p>None</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: Michael M. Foley Title: Vice President Telephone No: 781-821-6222 Date: July 2, 2021</p>	
<p>For Federal use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL-A</p>

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: Barletta Heavy Division, Inc.

Page 2 of 2

None

Authorized for Local Reproduction
Standard Form - LLL-A

RIDOT 12/27/07

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Best Value Design Build I-195 Washington North Phase 2, Bridge Group 57T-10

I, Michael M. Foley hereby certify as follows:

I am employed as a Vice President of Barletta Heavy Division, Inc.
[TITLE] [COMPANY]

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION
None		

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*



SIGNATURE Michael M. Foley
Vice President **DATE** July 2, 2021

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.



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

I, Michael M. Foley, Vice President, a duly
authorized representative of Barletta Heavy Division, Inc.
do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT
Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*



Signature

July 2, 2021

Date

APPENDIX A

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

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

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

the basis of sex);

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

Last Update: November 2017

DBE SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR
CONTRACTORS AND CONSULTANTS

With respect to the above numbered project, I hereby certify that I am the Vice President
and duly authorized representative of Barletta Heavy Division, Inc. whose address is 40 Shawmut Road,
Suite 200 Canton MA 02021-1409.

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

DEFINITIONS:

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

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

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

Rev.09/26/2017

public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

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

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe¹, Alaska Natives, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
 - f. Women; and
 - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such as time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

¹ A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

I. GENERAL REQUIREMENTS AND SANCTIONS:

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
 2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
 4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
 5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal,':
1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
 2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
 4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
 2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

III. CONSTRUCTION PERIOD REQUIREMENTS:

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

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
 - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
 - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
 - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

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

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
- a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
 - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
 - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
 - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
 - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
- a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
 - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.

- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
 - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
 - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
 - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
 - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
 - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
 - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
 - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
 - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
 - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
 - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).

11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

D. Joint Check Procedure for DBEs:

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

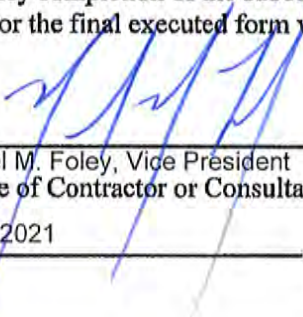
1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total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

IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.



Michael M. Foley, Vice President
Signature of Contractor or Consultant

July 2, 2021

Date



Aetna Bridge Company

Form P

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Jeffrey A. Bostock (name of Authorized Agent),

V.P. of Construction (Title), being duly sworn (or under penalty of perjury under

the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

Jeffrey A. Bostock
Signature of Authorized Agent

6-11-21
Date

Certification for Federal-Aid Construction/Consultant Contracts

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Bid #: 7611889

Best Value Design Build
 Bridge Group 57T-10 I-195 Washington North Phase 2

Approved by
 03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <div style="border: 1px solid black; display: inline-block; padding: 2px; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Action:</p> <div style="border: 1px solid black; display: inline-block; padding: 2px; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <div style="border: 1px solid black; display: inline-block; padding: 2px; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, if known:		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Actna Bridge Company 100 Jefferson Blvd. suite 100 Warwick, RI 02888 Congressional District, if known:</p>
<p>6. Federal Department Agency: N/A</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: N/A</p>	
<p>8. Federal Action Number, if known: N/A</p>	<p>9. Award Amount, if known: \$ N/A</p>	
<p>10. a. Name and Address of Lobbying Entity: N/A (if individual, last name, first name, mi):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, mi): N/A</p>	
<p>11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: 	
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: Print Name: Jeffrey A. Bostock Title: V.P. of Construction Telephone No: 401-728-0400 Date: 6-11-21</p>	
<p>For Federal use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL-A</p>

Bid #: 7611889

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Bridge Group 57T-10 I-195 Washington North Phase 2

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

RIDOT 12/27/07

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10 I-195 Washington North Phase 2

I, Jeffrey A. Bostock hereby certify as follows:

I am employed as a Vice President of Construction of Aetna Bridge Company
[TITLE] [COMPANY]

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

Jeffrey A. Bostock
SIGNATURE

6-11-21
DATE

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.



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

I, Jeffrey A. Bostock, Vice President of Construction, a duly
authorized representative of Aetna Bridge Company
do hereby certify that the organization affirmatively agrees to the provisions set forth by U.S. DOT
Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)


Signature

6-11-21
Date

APPENDIX A

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

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

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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the basis of sex);

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

Last Update: November 2017

DBE SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR
CONTRACTORS AND CONSULTANTS

With respect to the above numbered project, I hereby certify that I am the Vice President of Construction and duly authorized representative of Aetna Bridge whose address is 100 Jefferson Blvd. Suite 100
Jeffrey A. Bostock Warwick, RI 02888

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

DEFINITIONS:

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

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

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

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public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

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

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe¹, Alaska Natives, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
 - f. Women; and
 - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

¹ A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

I. GENERAL REQUIREMENTS AND SANCTIONS:

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
 2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
 4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
 5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal,':
1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
 2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
 4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
 2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

III. CONSTRUCTION PERIOD REQUIREMENTS:

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

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
 - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
 - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
 - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

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

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
- a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
 - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
 - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
 - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
 - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
- a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
 - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.

- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
 - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
 - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
 - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
 - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
 - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
 - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
 - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
 - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
 - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
 - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

- time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).
11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
 12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

D. Joint Check Procedure for DBEs:

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

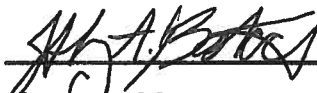
1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total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

IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.



Signature of Contractor or Consultant

6-11-21

Date

Date

DESIGN-BUILD SERVICES FOR
BRIDGE GROUP 57T-10

1-195

WASHINGTON BRIDGE NORTH
PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI

VHB

Form P

FORM P

CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

INSTRUCTIONS FOR CERTIFICATION:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Joseph T. Wanat, PE, PTOE, ENV SP (name of Authorized Agent), Managing Director, RI Office (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.



Signature of Authorized Agent

June 28, 2021

Date

Certification for Federal-Aid Construction/Consultant Contracts

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Approved by
 03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <div style="border: 1px solid black; width: 30px; height: 30px; text-align: center; margin: 5px;">a</div> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Action:</p> <div style="border: 1px solid black; width: 30px; height: 30px; text-align: center; margin: 5px;">a</div> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <div style="border: 1px solid black; width: 30px; height: 30px; text-align: center; margin: 5px;">a</div> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input checked="" type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee</p> <p style="margin-left: 150px;">Tier ____, if known: _____</p> <p style="margin-left: 150px;">VHB</p> <p>Congressional District, if known: 1 Cedar St., Suite 400 Providence, RI 02903</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="margin-left: 20px;">Barletta/AETNA I-95 Washington North Phase 2 JV 40 Shawmut Road #200 Canton, MA 02021</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department Agency:</p> <p>Rhode Island Department of Transportation</p>	<p>7. Federal Program Name/Description:</p> <p>I-95 Washington Bridge North Phase 2, Bid #7611889</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity:</p> <p>(if individual, last name, first name, mi): _____</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, mi): _____</p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____ 	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p> <p style="margin-left: 40px;">Lead Designer</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <hr/> <p>Print Name: Joseph T. Wanat, PE, PTOE, ENV SP</p> <hr/> <p>Title: Managing Director, RI Office</p> <hr/> <p>Telephone No: 401.272.8100 Date: June 28, 2021</p>	
<p>For Federal use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL-A</p>

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

RIDOT 12/27/07

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, Joseph T. Wanat, PE, PTOE, ENV SP hereby certify as follows:

I am employed as a Principal of VHB
[TITLE] [COMPANY]

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*


SIGNATURE

June 28, 2021

DATE

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, Thomas W. Jackmin, PE, ENV SP hereby certify as follows:

I am employed as a Board of Directors of VHB
[TITLE] [COMPANY]
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

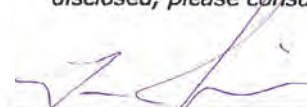
NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*



June 28, 2021

SIGNATURE

DATE

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, Donald J. Cooke, PE, PTOE hereby certify as follows:

I am employed as a Senior Principal of VHB
[TITLE] [COMPANY]
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

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❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*



June 28, 2021

SIGNATURE

DATE

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

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RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, James Pisano, PE hereby certify as follows:

I am employed as a Principal of VHB
[TITLE] [COMPANY]
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

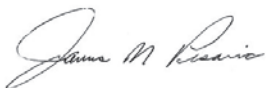
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RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, Peter Pavao, PE, PTOE hereby certify as follows:

I am employed as a Principal of VHB
[TITLE] [COMPANY]
and to the best of my knowledge:

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RIDOT 12/27/07

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RE: Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, Susan Moberg, PWS, CFM hereby certify as follows:

I am employed as a Principal of VHB
[TITLE] [COMPANY]
and to the best of my knowledge:

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RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, William J. DeSantis, PE hereby certify as follows:

I am employed as a Principal of VHB
[TITLE] [COMPANY]
and to the best of my knowledge:

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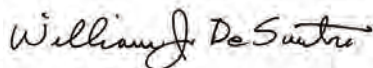
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RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, Jonathan B. Stabach, PE, LEED AP hereby certify as follows:

I am employed as a Principal of VHB
[TITLE] [COMPANY]

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

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RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10: I-95 Washington Bridge North Phase 2 (Bid #7611889)

I, Jeffrey T. Klein, PE hereby certify as follows:

I am employed as a Principal of VHB
[TITLE] [COMPANY]
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

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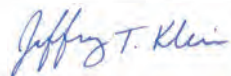
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**USDOT Standard Title VI/Nondiscrimination
Assurances for Contractors
DOT Order 1050.2A**

I, Joseph T. Wanat, PE, PTOE, ENV SP, Managing Director, RI Office, a duly authorized representative of VHB do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*

Signature

June 28, 2021

Date

APPENDIX A

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

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

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

Last Update: November 2017

DBE SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR
CONTRACTORS AND CONSULTANTS

With respect to the above numbered project, I hereby certify that I am the Managing Director, RI Office
and duly authorized representative of VHB whose address is 1 Cedar St., Suite 400
Providence, RI 02903

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

DEFINITIONS:

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

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

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

Rev.09/26/2017

public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

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

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe¹, Alaska Natives, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
 - f. Women; and
 - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such as time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

¹ A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

I. GENERAL REQUIREMENTS AND SANCTIONS:

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
 - 1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
 - 2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 - 3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
 - 4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
 - 5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal':
 - 1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
 - 2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
 4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
 2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

III. CONSTRUCTION PERIOD REQUIREMENTS:

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

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
 - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
 - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
 - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

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

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
 - a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
 - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
 - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
 - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
 - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
 8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
 - a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
 - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.

- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
 - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
 - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
 - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
 - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
 - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
 - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
 - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
 - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
 - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
 - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).

11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute/Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

D. Joint Check Procedure for DBEs:

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

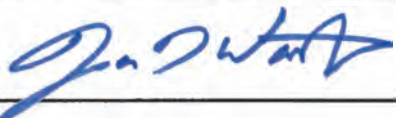
1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total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

IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.



Joseph T. Wanat, PE, PTOE, ENV SP

Signature of Contractor or Consultant

June 28, 2021

Date



Applied Bio-Systems, Inc.

(DBE)

Form P

FORM P

CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

INSTRUCTIONS FOR CERTIFICATION:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS PRIMARY
COVERED TRANSACTIONS**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Linda A. Steere (name of Authorized Agent), President (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.


Signature of Authorized Agent

May 28, 2021

Date

Certification for Federal-Aid Construction/Consultant Contracts

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

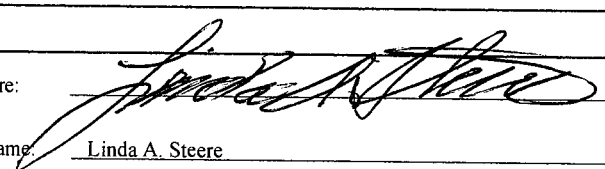
This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; margin-right: 5px;"></div> a. contract <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; margin-right: 5px;"></div> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<p>2. Status of Federal Action:</p> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; margin-right: 5px;"></div> a. bid/offer/application b. initial award c. post-award	<p>3. Report Type:</p> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; margin-right: 5px;"></div> a. initial filing b. material change <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> Prime <input checked="" type="checkbox"/> Subawardee Tier ____, if known: Applied Bio-Systems, Inc. P.O. Box 985; West Kingston, RI 02892 Congressional District, if known:	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: VHB 1 Cedar Street, Suite 400 Providence, RI 02903</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department Agency:</p> US Department of Transportation Federal Highway Administration	<p>7. Federal Program Name/Description: Federal Aid Highway Program CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity: None (if individual, last name, first name, mi):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a) N/A (last name, first name, mi):</p>	
<p>11. Amount of Payment (check all that apply) N/A \$ _____ actual planned</p>	<p>13. Type of Payment (check all that apply): N/A a. retainer b. one-time fee c. commission d. contingent fee e. deferred</p>	
<p>12. Form of Payment (check all that apply): N/A a. cash b. in-kind, specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: yes <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: <u>Linda A. Steere</u></p> <p>Title: <u>President</u></p> <p>Telephone No: <u>401-783-6740</u> Date: <u>May 28, 2021</u></p>	
<p>For Federal use Only:</p>	<p>Authorized for Local Reproduction Standard Form – LLL-A</p>	

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

RIDOT 12/27/07

CONFLICTS DISCLOSURE POLICY

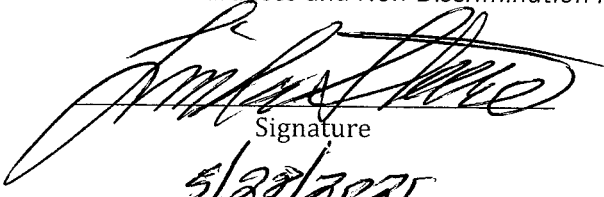
To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.



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

I, WANDA STEERE, PRESIDENT, a duly authorized representative of Applied Bio Systems do hereby certify that the organization affirmatively agrees to the provisions set forth by U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)


Signature
5/28/2025
Date

APPENDIX A

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

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

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

Last Update: November 2017

DBE SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR
CONTRACTORS AND CONSULTANTS

With respect to the above numbered project, I hereby certify that I am the President and duly authorized representative of Banked Bridge Inc whose address is P.O. Box 985, West Kingston, RI 02892

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

DEFINITIONS:

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

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

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

Rev.09/26/2017

public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

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

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe¹, Alaska Natives, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
 - f. Women; and
 - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

¹ A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

I. GENERAL REQUIREMENTS AND SANCTIONS:

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
 2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
 4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
 5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal,':
1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
 2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
 4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
 2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

III. CONSTRUCTION PERIOD REQUIREMENTS:

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

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
 - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
 - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
 - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

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

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
- a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
 - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
 - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
 - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
 - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
- a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
 - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.

- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
 - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
 - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
 - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
 - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
 - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
 - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
 - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
 - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
 - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
 - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

- time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).
11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
 12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

D. Joint Check Procedure for DBEs:

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

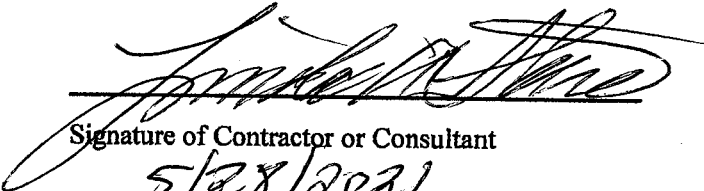
1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total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

IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.



Signature of Contractor or Consultant

5/28/2021

Date



Bryant Associates, Inc.

(DBE)

Form P

FORM P

CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

INSTRUCTIONS FOR CERTIFICATION:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Todd E. Brayton, PE (name of Authorized Agent), Director of Operations - RI (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.



Signature of Authorized Agent

5/25/2021

Date

Certification for Federal-Aid Construction/Consultant Contracts

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

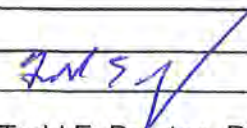
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Approved by
 03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046

(see reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> N/A b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> N/A b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input checked="" type="checkbox"/> N/A a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Report Entity: <input checked="" type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: Bryant Associates, Inc. Congressional District, if known: 640 George Washington Hwy, Bid C Suite 100 Lincoln, RI 02865			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: VHB Inc. 1 Cedar Street Suite 400 Congressional District, if known: Providence, RI 02903-1023		
6. Federal Department Agency: N/A			7. Federal Program Name/Description: CFDA Number, if applicable: N/A		
8. Federal Action Number, if known: N/A			9. Award Amount, if known: \$ N/A		
10. a. Name and Address of Lobbying Entity: N/A (if individual, last name, first name, mi):			10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, mi):		
11. Amount of Payment (check all that apply) \$ N/A <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify:		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary): N/A					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: <u>Todd E. Brayton, PE</u> Title: <u>Director of Operations - RI</u> Telephone No: <u>401-834-1063</u> Date: <u>5/25/2021</u>		
For Federal use Only:			Authorized for Local Reproduction Standard Form - LLL-A		

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

RIDOT 12/27/07

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10 I-195 Washington North Phase 2 (Bid # 7611889)

I, Todd E. Brayton, PE **hereby certify as follows:**

I am employed as a Director of Operations - RI **of** Bryant Associates, Inc.
[TITLE] [COMPANY]

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

 5/25/2021
SIGNATURE **DATE**


By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.



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

I, Todd E. Brayton, PE, Director of Operations - RI, a duly authorized representative of Bryant Associates, Inc. do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*



Signature

5/25/2021
Date

APPENDIX A

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

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

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

Last Update: November 2017

DBE SPECIAL PROVISION

DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR CONTRACTORS AND CONSULTANTS

With respect to the above numbered project, I hereby certify that I am the Director of Operations - RI
and duly authorized representative of Bryant Associates, Inc. whose address is 640 George Washington Hwy
Building C, Suite 100
Lincoln, RI 02865

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

DEFINITIONS:

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

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

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

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public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a "regular dealer" if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

"Race conscious" measures (goals) or programs are those that are focused specifically on assisting DBEs.

"Race neutral" measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

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

"Socially and economically disadvantaged individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - a. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian Tribe¹, Alaska Natives, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. "Subcontinent Asian Americans," this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
 - f. Women; and
 - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

¹ A "tribally-owned concern" means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

I. GENERAL REQUIREMENTS AND SANCTIONS:

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
 2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
 4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
 5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal,':
1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
 2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
 4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
 2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

III. CONSTRUCTION PERIOD REQUIREMENTS:

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

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
 - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
 - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
 - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

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

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
- a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
 - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
 - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
 - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
 - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
- a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
 - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.

- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
 - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
 - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
 - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
 - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
 - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
 - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
 - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
 - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
 - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
 - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).

11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

D. Joint Check Procedure for DBEs:

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

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

IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.



Signature of Contractor or Consultant

5/25/2021

Date



Commonwealth Engineers & Consultants, Inc.

Form P

FORM P

CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

INSTRUCTIONS FOR CERTIFICATION:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

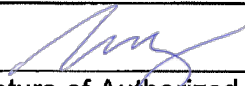
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Mark S. Greenleaf (name of Authorized Agent), President (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.



Signature of Authorized Agent

05/07/2021

Date

Certification for Federal-Aid Construction/Consultant Contracts

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Approved by
 03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <div style="border: 1px solid black; display: inline-block; padding: 2px 5px; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Action:</p> <div style="border: 1px solid black; display: inline-block; padding: 2px 5px; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <div style="border: 1px solid black; display: inline-block; padding: 2px 5px; margin-bottom: 5px;">a</div> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee</p> <p style="margin-left: 150px;">Tier ____, if known: _____</p> <p style="margin-left: 150px;">Commonwealth Engineers & Consultants, Inc. 400 Smith Street Providence, RI 02908</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="margin-left: 150px;">vhh 1 Cedar Street, Suite 400 Providence, RI 02903</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department Agency: FHWA</p>	<p>7. Federal Program Name/Description: n/a</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: n/a</p>	<p>9. Award Amount, if known:</p> <p style="margin-left: 20px;">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity: n/a</p> <p style="margin-left: 20px;">(if individual, last name, first name, mi): _____</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p style="margin-left: 20px;">(last name, first name, mi): _____</p>	
<p>11. Amount of Payment (check all that apply) n/a</p> <p style="margin-left: 20px;">\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply): n/a</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ 	
<p>12. Form of Payment (check all that apply): n/a</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p> <p style="height: 40px;"> </p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <hr/> <p>Print Name: Mark S. Greenleaf</p> <hr/> <p>Title: President</p> <hr/> <p>Telephone No: 401-273-6600 Date: 05/07/2021</p>	
<p>For Federal use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL-A</p>	

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

RIDOT 12/27/07

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10 I-195 Washington North Phase 2

I, Mark S. Greenleaf hereby certify as follows:

I am employed as a President of Commonwealth Engineers & Consultants, Inc.
[TITLE] [COMPANY]
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*



SIGNATURE

05/07/2021

DATE

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10 I-195 Washington North Phase 2

I, Kelly M. Rana hereby certify as follows:

I am employed as a Vice President of Commonwealth Engineers & Consultants, Inc.
[TITLE] [COMPANY]
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

Kelly Marie Rana
SIGNATURE

05/07/2021
DATE

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10 I-195 Washington North Phase 2

I, Timothy J. Behan hereby certify as follows:

I am employed as a Treasurer of Commonwealth Engineers & Consultants, Inc.
[TITLE] [COMPANY]
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*



SIGNATURE

05/07/2021
DATE

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10 I-195 Washington North Phase 2

I, Catherine A. Gleason hereby certify as follows:

I am employed as a Secretary of Commonwealth Engineers & Consultants, Inc.
[TITLE] [COMPANY]
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

Catherine Gleason 05/07/2021
SIGNATURE **DATE**

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10 I-195 Washington North Phase 2

I, Thomas M. Cunningham hereby certify as follows:

I am employed as a Assistant Secretary of Commonwealth Engineers & Consultants, Inc.
[TITLE] [COMPANY]
and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*


SIGNATURE

05/07/2021
DATE

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.



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

I, Mark S. Greenleaf, President, a duly authorized representative of Commonwealth Engineers & Consultants, Inc. do hereby certify that the organization affirmatively agrees to the provisions set forth by U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)

A handwritten signature in blue ink, appearing to read 'Mark S. Greenleaf', is written over a horizontal line.

Signature

05/07/2021

Date

APPENDIX A

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

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

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

Last Update: November 2017

whose address is

DBE SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR
CONTRACTORS AND CONSULTANTS

With respect to the above numbered project, I hereby certify that I am the President
and duly authorized representative of Commonwealth Engineers & Consultants, Inc. whose address is
400 Smith Street, Providence, RI 02908.

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

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the State Department of Transportation has reviewed and approved the affirmative actions taken by the above organization.

DEFINITIONS:

A "Broker," for purposes of this provision, is a DBE that has entered into a legally binding relationship to provide goods or services delivered or performed by a third party.

A "DBE Contractor" or "DBE Subcontractor," for purposes of this provision, is a DBE that has entered into a legally binding relationship with an obligation to furnish services, including the materials necessary to complete such services.

"Disadvantaged Business Enterprise" or "DBE," for purposes of this provision, means a for-profit small business concern certified by the Rhode Island Department of Administration, under U.S. Department of Transportation certification guidelines (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any corporation, in which 51 percent of the stock is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

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

A "Regular Dealer" is a DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the

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public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a “regular dealer” if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

“Race conscious” measures (goals) or programs are those that are focused specifically on assisting DBEs.

“Race neutral” measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

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

“Socially and economically disadvantaged individual” means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual’s control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - a. “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
 - b. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. “Native Americans,” which includes persons who are enrolled members of a federally or State recognized Indian Tribe¹, Alaska Natives, or Native Hawaiians;
 - d. “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. “Subcontinent Asian Americans,” this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
 - f. Women; and
 - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such as time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

¹ A “tribally-owned concern” means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

I. GENERAL REQUIREMENTS AND SANCTIONS:

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
 2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
 4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
 5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal,':
1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
 2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
 4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
 2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

III. CONSTRUCTION PERIOD REQUIREMENTS:

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

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
 - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
 - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
 - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

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

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
 - a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
 - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
 - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
 - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
 - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
 8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
 - a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
 - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.

- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
 - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
 9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
 - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
 - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
 - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
 - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
 - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
 - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
 - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
 - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
 - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
 10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).

11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

D. Joint Check Procedure for DBEs:

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

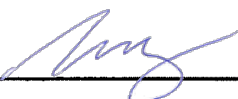
1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total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

IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.



Signature of Contractor or Consultant

05/07/2021

Date



Creative Environment Corp.

Form P

FORM P

CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

INSTRUCTIONS FOR CERTIFICATION:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Greg Driggers (name of Authorized Agent), Senior Electrical Design Engineer (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

Greg Driggers
Signature of Authorized Agent

May 6, 2021
Date

Certification for Federal-Aid Construction/Consultant Contracts

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Approved by
 03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input checked="" type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee</p> <p style="text-align: center;">Tier _____, if known:</p> <p>Creative Environment Corp. 195 Frances Ave., Cranston, RI 02910 Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>VHB 101 Walnut Street, Watertown, MA 02472 Congressional District, if known: _____</p>
<p>6. Federal Department Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity:</p> <p>(if individual, last name, first name, mi): _____</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, mi): _____</p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Greg Driggers</u></p> <p>Print Name: <u>Greg Driggers</u></p> <p>Title: <u>Senior Electrical Design Engineer</u></p> <p>Telephone No: <u>401-438-7733</u> Date: <u>May 6, 2021</u></p>	
<p>For Federal use Only:</p>	<p style="text-align: right;">Authorized for Local Reproduction Standard Form - LLL-A</p>	

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

RIDOT 12/27/07

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10 I-195 Washington North Phase 2

I, Greg Driggers **hereby certify as follows:**

I am employed as a Sr. Electrical Design Engineer **of** Creative Environment Corp.
[TITLE] [COMPANY]

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**


NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

- ❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

 May 5, 2021
SIGNATURE **DATE**

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.



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

I, Greg Driggers, Senior Electrical Design Engineer, a duly authorized representative of Creative Enviroment Corp. do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*



Signature

May 5, 2021
Date

APPENDIX A

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

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

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

Last Update: November 2017



GZA GeoEnvironmental, Inc.

Form P

FORM P

CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

INSTRUCTIONS FOR CERTIFICATION:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant David R. Carchedi, Ph.D., P.E. (name of Authorized Agent), Senior Principal (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.



Signature of Authorized Agent

5-26-21

Date

Certification for Federal-Aid Construction/Consultant Contracts

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <div style="border: 1px solid black; display: inline-block; width: 20px; height: 20px; text-align: center; line-height: 20px;">a</div> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Action:</p> <div style="border: 1px solid black; display: inline-block; width: 20px; height: 20px; text-align: center; line-height: 20px;">a</div> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <div style="border: 1px solid black; display: inline-block; width: 20px; height: 20px; text-align: center; line-height: 20px;">a</div> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input checked="" type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier ____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department Agency:</p> <p>RI Department of Transportation</p>	<p>7. Federal Program Name/Description: Bridge Group 57T-10 I-195 Washington North Phase 2 CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: Solicitation # 7611889</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, mi):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, mi):</p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ 	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: <u>David R. Carchedi, Ph.D., Senior Principal</u></p> <p>Title: <u>Senior Principal</u></p> <p>Telephone No: <u>401-421-4140</u> Date: <u>5-26-21</u></p>	
<p>For Federal use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL-A</p>

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

RIDOT 12/27/07

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10 I-195 Washington North Phase 2

I, David R. Carchedi, Ph.D., P.E. hereby certify as follows:

I am employed as a Senior Principal of GZA GeoEnvironmental, Inc.
[TITLE] [COMPANY]

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*



5-26-21

SIGNATURE

DATE

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.



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

I, David R. Carchedi, Ph.D., P.E., Senior Principal, a duly
authorized representative of GZA GeoEnvironmental, Inc.
do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT
Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*

Signature

5-26-21

Date

APPENDIX A

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

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

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

Last Update: November 2017

public in the usual course of business. In the sale of bulk items, such as cement, asphalt, steel and stone, a DBE firm may be considered a “regular dealer” if it owns and operates the distribution equipment used to deliver its products. Any additional equipment used by a regular dealer shall be through long-term lease agreements rather than on an ad hoc or contract-by-contract basis.

“Race conscious” measures (goals) or programs are those that are focused specifically on assisting DBEs.

“Race neutral” measures (goals) or programs are those that are, or can be, used to assist all small businesses, including DBEs.

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

“Socially and economically disadvantaged individual” means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual’s control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - a. “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
 - b. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. “Native Americans,” which includes persons who are enrolled members of a federally or State recognized Indian Tribe¹, Alaska Natives, or Native Hawaiians;
 - d. “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. “Subcontinent Asian Americans,” this includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
 - f. Women; and
 - g. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such as time as the SBA designation becomes effective.
3. Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

¹ A “tribally-owned concern” means any concern at least 51 percent (51%) owned by an Indian tribe as defined in 49 CFR 26.5.

I. GENERAL REQUIREMENTS AND SANCTIONS:

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage (listed in Section II. A. below), and subtracting the dollar value of the work actually performed by DBE contractors. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate. Greater detail of the rules and regulations regarding DBE utilization can be found in the Rules and Regulations for RIDOT DBE Program.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>.
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
 2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
 4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
 5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A Consultant will be required to sign this Certification at the time of the contract execution or the award of contract will be nullified.

II. PRE-AWARD REQUIREMENTS:

- A. Prior to contract award and within five (5) days from the opening of bids, the contractor/consultant shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal,':
1. Appoint an EEO Officer to administer the Contractor's DBE obligations.
 2. Submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the

- work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Design Section, and include the name of the DBE, scope of work, and the actual dollar value.
3. Each construction subcontract submitted shall be accompanied by a completed "DBE Utilization Plan" that specifies the items of work to be performed and the contractor's commitment to complete each subcontract entered into with a DBE pursuant to meeting the contract goal stated herein.
 4. Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- B. In the event that the cumulative percentages submitted do not equal or exceed the contract goal, RIDOT will conduct a good faith effort (GFE) review to determine the extent of the prime contractor's efforts to seek out DBEs and afford adequate subcontracting opportunities to meet the contract goal. Evidence in support of the prime's actions must be submitted using RIDOT's Good Faith Effort Form (GFEF). This form contains examples of the types of evidence set forth in 49 CFR Part 26, Appendix A. RIDOT will consider this and other relevant evidence in making its GFE determination.
1. Where RIDOT has determined that the prime contractor made every good faith effort to meet the contract goal, the contract shall be awarded.
 2. Where RIDOT has determined that the prime contractor failed to make every good faith effort in meeting the contract goal, the contract shall not be awarded, and an opportunity for administrative reconsideration shall be provided.

III. CONSTRUCTION PERIOD REQUIREMENTS:

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

The total dollar value of a prime contract awarded to a DBE will be counted toward the DBE requirement. Likewise, all subcontract work performed by a DBE will count toward the DBE requirement.

The allowable value of a subcontract with DBE participation will be treated as the commitment of the prime contractor toward meeting the contract goal. The specific rules for crediting DBE participation toward contract goals are as follows:

1. When a DBE participates in a contract, RIDOT will consider only the value of the work actually performed by the DBE toward DBE goals. RIDOT includes the entire amount of that portion of a construction contract (or other contract not covered by paragraph (3) of this section) that is performed by the DBE's own forces. RIDOT credits the cost of supplies and materials purchased or leased by the DBE subcontractor for the work of the contract. However, supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate are not counted toward participation.
2. RIDOT credits the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a *joint venture*, RIDOT will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

RIDOT will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

1. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.
2. Suppliers: A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor's probable needs, a supplier, not a contractor, may place orders for production with manufacturers.
3. "Pass through" supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass through operations are not commercially useful functions and will not be counted toward contract goals.
4. Management: The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.
5. Workforce: In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control, see paragraph 9 of this section. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.
6. Trucking: RIDOT will consider the following factors in determining whether a DBE trucking company is performing a CUF. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - a. The DBE itself must own and operate at least one fully licensed, insured, and operational vehicle being used on the contract.
 - b. The DBE must receive compensation for the total value of the services it provides on the contract using vehicles it owns, insures, and which are operated by drivers it employs.
 - c. The DBE may lease vehicles from another DBE firm, including an owner-operator who is certified as a DBE. The DBE which leases vehicles from another DBE shall receive credit for the total value of the services the lessee DBE provides on the contract.
 - d. The DBE may also lease vehicles from a non-DBE firm, including from an owner-operator. The DBE which leases vehicles from a non-DBE is entitled to credit for the total value of

services provided by non-DBE lessees not to exceed the value of services provided by DBE-owned vehicles on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

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

- e. For purposes of this subsection, a lease must indicate that the DBE has exclusive use of and control over vehicles used on the project. This does not preclude vehicles from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for the use of the leased vehicle. Leased vehicles must display the name and identification number of the DBE.
7. All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:
 - a. For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
 - b. If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
 - c. If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.
 - d. With respect to flaggers, when flaggers are provided, RIDOT will count 60 percent of the labor. When traffic signs are included with flaggers, the work will be counted as 100 percent.
 - e. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.
 8. Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
 - a. Compensation is determined by the amount of work accomplished, rather than being paid on an hourly basis.
 - b. The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.

- c. The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
 - d. Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
9. All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing agreements, as necessary. (Off-the-road equipment, such as "Euclids," may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:
 - a. A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force.
 - b. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
 - c. The personnel must have a specialized expertise which has not been mastered by the DBE's own skilled/supervising/managerial personnel.
 - d. Such personnel must be placed on the DBE's payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
 - e. The deployment of such personnel must be accomplished within the framework of a mentor-protégé agreement; or for emergency purposes, by contract change order. All instances of combining personnel must be for developmental purposes in which teaching/demonstration/consulting to the DBE must occur.
 - f. Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, lacking a mentor-protégé agreement which is being carried out in good faith, is not consistent with the CUF guidelines.
 - g. To place entire work crews on DBE's payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
 - h. A DBE may need to lease/rent equipment, except for over-the-road trucks, in order to be properly equipped to execute the work of a mentor-protégé agreement. In such cases where the DBE has investigated several possible sources of such equipment within a reasonable geographical area to the project, the DBE may find the best offer was made by the prime contractor or another subcontractor on the project. In such cases, the DBE may rent/lease such equipment from the prime or another subcontractor, provided that the use of such equipment is material to demonstrating/teaching objectives set forth in the mentor-protégé agreement. Thus, the DBE's regular employees, not those temporarily furnished by the prime contractor, or another subcontractor, shall operate such equipment for the majority of the time during which the equipment is used in the work of the DBE subcontractor under the mentor-protégé agreement.
 - i. A DBE's use of equipment owned by a prime contractor or another subcontractor or without an appropriate mentor/protégé program is inconsistent with the CUF guidelines and will result in noncompliance.
10. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the

time of the execution of the contract or issuance of the purchase order, RIDOT will not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i).

11. RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.
12. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

B. DBE Replacement and Termination:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains RIDOT's written consent as provided in this section; and unless RIDOT's consent is provided under this paragraph, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

1. Good Cause for Replacement or Termination

The prime contractor must provide the Department's OCR with a copy of its "Intent to Substitute /Terminate" notice to the DBE setting forth the reasons for the request. This notice must advise the DBE that it has five (5) days to respond (to prime and State) with objections and why the State should not approve the prime's proposed action.

After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the OCR a signed statement stating why it is unable to complete the work. The Contractor shall document its efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the OCR with documentation clearly evidencing its good faith efforts. Contractors are prohibited from terminating for convenience any DBE firm used to fulfill a commitment pursuant to meeting the contract goal stated herein.

Prior to substitution or termination of a DBE subcontractor, the contractor shall demonstrate good cause and obtain written approval from the OCR.

In accordance with 49 CFR Part 26.53 good cause includes the following circumstances:

- a. The listed DBE subcontractor fails or refuses to execute a written contract;
- b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- c. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- f. RIDOT determines that the listed DBE subcontractor is not a responsible contractor;
- g. The listed DBE subcontractor voluntarily withdraws from the project and provides to RIDOT written notice of its withdrawal;
- h. The listed DBE is ineligible to receive DBE credit for the type of work required;

- i. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- j. Other documented good cause that RIDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies that RIDOT deems appropriate.

2. Good Faith Efforts to Replace

When a DBE subcontractor is terminated as provided in paragraph (1) of this section, or fails to complete its work on the contract for any reason, RIDOT requires the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal RIDOT established for the procurement. The good faith efforts shall be documented by the contractor. If RIDOT requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and RIDOT shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated. The determination shall be made by the DBELO, under the criteria established below.

If there is a change order to a contract on which there is a DBE contract goal, then that contract goal applies to the change order as well as to the original contract. In the event of significant change orders, good faith efforts are required dependent upon the type of change order; RIDOT determines on a case-by-case basis what constitutes good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant. When a change order decreases work, i.e. RIDOT determines specific line items are no longer necessary on a contract or there is a quantity change on an item, no good faith effort must be shown. However, when an increase of work occurs or there is a termination of a DBE, good faith efforts must be shown in accordance with the preceding requirements.

C. Monthly Payment Certifications:

All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. RIDOT's Prompt Payment Clause applies to both DBE and non-DBE subcontracts. The Contractor is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

D. Joint Check Procedure for DBEs:

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

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

IV. FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using Form "DBE Request for Verification Payment." The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions listed in Sections I. of this provision.

If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.

When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and subcontractor on the "Certification of Progress Payment" form, the Prime Contractor shall release all retainage held by the Prime Contractor within thirty (30) days of satisfactory completion of the subcontractor's work. The subcontractor shall submit to the Prime Contractor the final executed form within ten (10) days of receipt of payment.



Signature of Contractor or Consultant

5-26-21

Date



Regina Villa Associates, Inc.

(DBE)

Form P

FORM P

CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

INSTRUCTIONS FOR CERTIFICATION:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

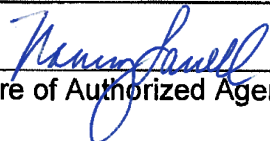
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Nancy Farrell (name of Authorized Agent), CEO (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.



Signature of Authorized Agent

May 11, 2021

Date

Certification for Federal-Aid Construction/Consultant Contracts

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Approved by
 03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-right: 5px;">a</div> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance </div>	<p>2. Status of Federal Action:</p> <div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-right: 5px;">a</div> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award </div>	<p>3. Report Type:</p> <div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-right: 5px;">a</div> <ul style="list-style-type: none"> a. initial filing b. material change </div> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input checked="" type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee</p> <p style="margin-left: 40px;">RVA Tier _____, if known: 51 Franklin St, 4th Floor Boston, MA 02110 Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>VHB 1 Cedar St, Suite 400 Providence, RI 02903 Congressional District, if known: _____</p>	
<p>6. Federal Department Agency:</p> <p>Rhode Island Department of Transportation</p>	<p>7. Federal Program Name/Description:</p> <p>RFP 7611889, I-195 Washington Bridge North, Phase 2 CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity:</p> <p>(if individual, last name, first name, mi): _____</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, mi): _____</p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ 	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ </p> <p>Print Name: _____ Nancy Farrell</p> <p>Title: _____ CEO</p> <p>Telephone No: _____ 617.357.5772 Date: _____ 05/07/2021</p>	
<p>For Federal use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL-A</p>	

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

N/A

Authorized for Local Reproduction
Standard Form - LLL-A

RIDOT 12/27/07

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10 I-195 Washington North Phase 2

I, Nancy Farrell **hereby certify as follows:**

I am employed as a CEO **of** Regin a Villa Associates, Inc.
[TITLE] [COMPANY]

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.**
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):**


NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

- ❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

 May 11, 2021
SIGNATURE **DATE**

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.



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

I, Nancy Farrell, CEO, a duly authorized representative of Regina Villa Associates, Inc. do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*



Signature

May 11, 2021
Date

APPENDIX A

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

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

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

Last Update: November 2017



Welch Associates Land Surveyors, Inc. (DBE)

Form P

FORM P

CONSULTANTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS FOR PRIME CONSULTANTS
AND LOWER TIER PARTICIPANTS (SUBCONSULTANTS ETC.)**

Appendix B - - certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

INSTRUCTIONS FOR CERTIFICATION:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - - Lower Tier Covered Participants

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.510, the prospective primary participant Pamela Welch (name of Authorized Agent), President (Title), being duly sworn (or under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.



Signature of Authorized Agent

May 6, 2021
Date

Certification for Federal-Aid Construction/Consultant Contracts

IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(R.I.D.O.T. APPENDIX C)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-48-00-46), Washington, D.C. 20503.

Bid #: 7611889

Best Value Design Build
 Bridge Group 57T-10 I-195 Washington North Phase 2

Approved by
 03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 - 0348-0046
 (see reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Report Entity:</p> <p><input checked="" type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: Welch Associates Land Surveyors, Inc. 218 North Main Street, West Bridgewater, MA 02379 Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>VHB 101 Walnut Street, Watertown, MA 02472 Congressional District, if known: _____</p>
<p>6. Federal Department Agency:</p> <p style="text-align: center;">N/A</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____ N/A</p>	
<p>8. Federal Action Number, if known:</p> <p style="text-align: center;">N/A</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____ N/A</p>	
<p>10. a. Name and Address of Lobbying Entity:</p> <p style="text-align: center;">N/A</p> <p>(if individual, last name, first name, mi): _____</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, mi): _____ N/A</p>	
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ N/A <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission N/A <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____</p>	
<p>12. Form of Payment (check all that apply): N/A</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in Item 11 (Attach Continuation Sheet(s) SF-LLL-A, if necessary):</p> <p style="text-align: center;">N/A</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. this disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____ Print Name: Pamela Welch Title: President Telephone No: 508-580-4696 Date: May 6, 2021</p>
<p>For Federal use Only:</p>		<p style="text-align: right;">Authorized for Local Reproduction Standard Form - LLL-A</p>

Approved by
03-48-0046

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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RIDOT 12/27/07

CONFLICTS DISCLOSURE POLICY

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.

RIDOT 12/27/07

CONFLICTS DISCLOSURE STATEMENT

RE: Bridge Group 57T-10 I-95 Washington North Phase 2

I, Pamela Welch hereby certify as follows:

I am employed as a President of Welch Associates Land Surveyors, Inc.
[TITLE] [COMPANY]

and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

- I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.
- I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

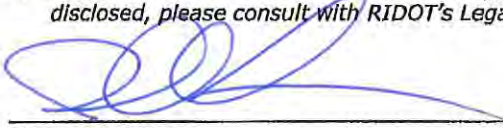
NAME	TITLE	RIDOT DIVISION

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

❖ *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*



May 6, 2021

SIGNATURE

DATE

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for Internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.



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

I, Pamela Welch, President, a duly
authorized representative of Welch Associates Land Surveyors, Inc.
do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT
Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*

Signature

May 6, 2021

Date

APPENDIX A

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

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

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Bid #: 7611889

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

Last Update: November 2017

DESIGN-BUILD SERVICES FOR
BRIDGE GROUP 57T-10

I-195

WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI



Appendix A

Resumes





Resumes

Key Personnel

Design-Build Project Manager Paul Coogan (BHD)

Construction Manager Dennis Ferreira (BHD)

Design Manager Joseph Wanat, PE, PTOE, ENV SP (VHB)

Deputy Design Manager/Structural Lead Jeffrey Klein, PE, ASSOC. DBIA (VHB)

QC Administrator Kristofer Kretsch, PE, CQA, QAT, ENV SP (VHB)

Design QC Manager Jamie Pisano, PE (VHB)

Construction QC Manager William Kearns, QAT (BHD)

Civil/Highway Lead Rick Rhodes, PE (VHB)

Traffic Lead Peter Pavao, PE, PTOE (VHB)

Environmental Manager Susan Moberg, PWS, CFM (VHB)

Construction Superintendent Richard McGinn (AET)

Scheduler Steve Thurber (BHD)

Safety Manager Joan Zapatka (AET)

Executive Committee

Michael Foley (BHD)

Jeffrey Bostock (AET)

Thomas Jackmin, PE, ENV SP (VHB)

Technical Advisors

Bridge/ABC Tom Donald, PE (VHB)

Traffic Donald Cooke, PE, PTOE (VHB)

Additional Technical Specialists

Structural/Bridge Design Thomas Hennessy, PE (VHB)

Structural/Bridge Design Andrew Prezioso, PE (VHB)

Structural/Bridge Design William Rauseo, PE, NBIS (VHB)

Detour Monitoring & Traffic Signal Fine-Tuning Christopher Fay, PE, IMSA III (VHB)

Traffic Modeling Amphone Soupharath (VHB)

Transportation Management Plan Matthew Lomas, PE (VHB)

Geotechnical William Ladd, PE (GZA)

Bridge Superintendent Scott Thompson (AET)

Civil Superintendent Michael Ferreira (BHD)



Paul Coogan

Design-Build Project Manager | 43 years of experience

Design-Build Experience

NHDOT, Memorial Bridge Replacement, Piscataqua River

MassDOT, Whittier Bridge

MWRA Spot Pond Covered Storage

Education

AS Building Technology, Wentworth Institute

BE Construction Management, Syracuse University

Registrations/ Certifications

OSHA 30 - Management/ Supervisory

OSHA HazMat Certification

First Aid/CPR

Paul possesses 43 years of experience in managing multi-disciplinary teams on complex construction projects, primarily in urban settings. During his career, he has been involved in the conceptual planning, constructability reviews, scheduling, cost estimating and construction management of complex bridge, highway, interchange, tunnel, and utility projects, including those delivered under the DB method.

Reconstruction of Henderson Bridge No. 600, Providence, RI (\$66M)

Paul is Barletta's Project Manager for RIDOT's Henderson Bridge replacement project, and is in responsible charge of all project operations. The Contract calls for the construction of a new 1,315± foot bridge on existing and new foundations, as well as reconstruction of the Providence and East Providence roadway approaches to the bridge. Work includes full demolition of the existing superstructure and partial demolition of the entire substructure, and replacement of the Massasoit Avenue interchange ramp system with the construction of a multi-lane roundabout, roadway and shared-use path.

I-95 NB To Route 34 WB Flyover Bridge, New Haven, CT (\$98.5M)

This project was a part of the I-95 New Haven Harbor Crossing (NHHCC) Corridor Improvement Program in New Haven, Connecticut. Paul was the Senior Project Manager for this project which involved construction of the I-95 Northbound to Route 34 Westbound 'flyover' bridge as well as construction at the I-95/I-91/Route 34 interchange. The project included reconstruction of the Route 34 westbound bridge over Brewery Street to accommodate the new ramp, and relocation of the Long Wharf drive ramp to the west. A second lane was added between I-91 southbound and I-95 southbound. To accommodate the new two-lane interstate-to-interstate connection, the Sargent Drive ramp at Exit 46 was relocated approximately 1,500 feet to the west.

The project was the recipient of the CT Society of Civil Engineers Achievement in Civil Engineering Award and the CT Road Builders Association's Excellence in Construction Award.

Memorial Bridge Replacement DB, US Route 1 Over the Piscataqua River, Portsmouth, NH/Kittery, ME (\$84M)

Paul was the Senior Project Manager and Project Chief Estimator for the DB construction of a new vertical lift bridge spanning the Piscataqua River, that carries U.S. Route 1 between Portsmouth, New Hampshire and Kittery, Maine. As a Historic Bridge project, the Secretary of the Interior's Standards for the Treatment of Historic



Properties were applicable and SHPO personnel consulted. Major permitting included Coastal Zone, Shoreline, Wetlands and U.S. Coast Guard. The Memorial Bridge is situated on a major regional bike route, the East Coast Greenway, and provisions for both bicycle and pedestrian use were included.

The project included the demolition of the existing bridge, rebuilding and strengthening the existing main piers, and construction of three "gussetless" Warren truss sections, including the lift span, of 300 feet each. The new Memorial Bridge is the first truss bridge in the U.S. built without gusset plates. The lift span is driven by electric motors mounted under the lift span. The new bridge represented a blend of cutting-edge design and innovative engineering. It introduced cold bending of steel to bridge construction, which is a submarine building technique pioneered by the U.S. Navy, as well as splicing assembly and a metalized zinc coating to prevent corrosion for up to 50 years.

Central Artery/Tunnel Project, C17A3, Vent Building Number 3, Boston, MA (\$130M)

The Central Artery/Tunnel Project was the largest, most challenging highway project in the history of the United States. It reduced traffic and improved mobility in one of America's oldest, most congested major cities.

Paul served as the Senior Project Manager for the construction of Vent Building Number 3, located on Atlantic Avenue between Russia Wharf and the Harbor Plaza buildings in downtown Boston. The building footprint of 60,000 sf consisted of 3 sub-grade levels to a depth of 80' and exhaust stacks extending over 250' above grade.

Construction of a below-grade ventilation structure to serve the depressed vehicular tunnels included 90,000 sf of slurry wall and soldier pile and tremie concrete wall; 60,000 cy of concrete; 175,000 cy of earth excavation; and 8,000 tons of temporary bracing steel.

Upper Blackstone Valley Waste Water Treatment Facility, Millbury, MA (\$120M)

As Senior Project Manager on this Construction Manager at Risk contract, Paul oversaw both phases of the two-phase project constructed for the Upper Blackstone Water Pollution Abatement District. The first phase involved the installation of a new 84-inch concrete pipe connected to a new screening facility and aerated grit tanks. A new primary settling tank was constructed, and six existing tanks were remodeled.

The second phase required construction of an aeration tank and two final settling tanks, as well as renovations to three existing aeration tanks and six existing final settling tanks. Work included installation of new diffused air systems, installation of eight new clarifiers, renovation of a maintenance building, construction of a support facility, site demolition, yard piping and hazardous soil remediation. The plant maintained its full operational capacity of 160 MGD during construction.



Dennis Ferreira

Construction Manager | 39 years of experience

Design-Build Experience

RIDOT 6/10 Interchange
MassDOT Route 79/I-195 Interchange & Braga Bridge
MassDOT Hines Bridge

Education

BS Civil Engineering, Roger Williams College
A.S.C.E., and A.S. Land Surveying, Bristol Community College

Registrations/Certifications

OSHA 30 - Management/Supervisory
OSHA HazMat Certification
OSHA Fall Protection
OSHA Trench Safety
First Aid/CPR

Dennis is an accomplished Construction Manager with 39 years of experience delivering multifaceted construction projects. During his career, Dennis has served in progressively responsible roles including Construction Manager and Project Superintendent for complex bridge, interchange, tunnel and sewer projects, several of which were delivered through the Design-Build method, bringing lessons learned and proven construction techniques, processes and procedures.

RIDOT, Route 6/10 Interchange, DB, Providence, RI (\$270M)

Dennis is the Construction Manager for the reconstruction of the Route 6/10 Interchange, a DB project to replace nine bridges, add a link between Route 10 North and Route 6 West, and reduce traffic and improve connectivity in the surrounding neighborhoods. The work includes construction of shared-use paths for bicycles and pedestrians and will lower Route 10 Southbound to the level of the existing Route 10 Northbound.

MassDOT, Route 79/I-195 Interchange & Braga Bridge, DB, Fall River, MA (\$228M)

Route 79 was one of MassDOT's "mega projects" as part of the \$3-billion bridge rebuilding program. This multi-award winning project included the design and reconstruction of the interchange of Route 79 and I-195; removal of the entire two-level Route 79 viaduct and nine associated highway ramps; construction of a new at-grade roadway system and intersections; the reconstruction/rehabilitation of four bridges; and structural repairs of the I-195 EB and WB Braga Bridge over the Taunton River and Route 79. As Construction Manager, Dennis was responsible for managing the on-site construction team and was instrumental in bringing this very challenging project to successful completion 211 days ahead of schedule.

MassDOT, First Lieutenant Derek S. Hines Bridge Replacement Design-Build, Amesbury, MA (\$34M)

The \$34-million Hines Bridge DB project is located within a designated historic site, and the replacement bridge met the strict requirements of the Historical Commission. The contract called for the complete design and replacement of the swing-span bridge, including the bridge structure and related roadway approaches. The project required the design and construction of scour countermeasures for the Merrimack River to protect the bridge abutments and piers. Most of the project work required working within the navigable channel to perform the demolition of the existing bridge and foundations and the installation of



cofferdams, deep foundations, concrete and stone masonry abutments and piers and the repair/rehabilitation of existing stone masonry abutments. As Construction Manager, Dennis was responsible for all Project Construction Operations and coordinating with the Design Team to help drive the project to early completion.

**Central Artery/Tunnel Project—I-90/
Route 1A Interchange and New MBTA Blue
Line Airport Station, Boston, MA (\$267M)**

Dennis was the Project Superintendent for this contract which included the construction of at-grade and elevated highways which link Route I-90, Route 1A, the entrance/egress roads at Logan Airport and the MBTA's Airport Station. A major component of the project was the implementation of a comprehensive staging and detour plan so that the flow of traffic in and out of the airport was not interrupted; all roadways, tunnels, and rail lines were remained open to the public during construction. The contract also included construction of a stormwater pump station, extensive rehabilitation of existing utilities and installation of new drainage/utility lines. Dennis was responsible for overseeing the Project Construction Operations, supervising the specialty construction teams.

**Narragansett Bay Commission,
Woonasquatucket CSO Interceptor Main,
Providence, RI (\$66M)**

This interceptor project included the complete installation of the WCSOI pipelines, tunnels, shafts and ancillary facilities and structures. The project also included micro-tunneling, site preparation and restoration, temporary bypass facilities, utility relocations, and dewatering pumping and treatment. To address the traffic challenges and minimize impacts, a complex traffic management plan was developed. As Construction Manager, Dennis was responsible for oversight of all Project

Construction Operations and development of the traffic management plans.

**MWRA, East Boston Branch Sewer
Interceptor Microtunnel, Boston, MA (\$62M)**

Work required the construction of 24 microtunneling shafts, installation of 1700 linear feet of pipe by open cut trench and 11,000 linear feet of pipe by microtunneling, installation of concrete structures and appurtenant work. As Project Superintendent, Dennis worked closely with the Owner and Designer on redesign and value engineering to complete the project ahead of schedule. The project received the 2011 Project of the Year from the North American Society of Trenchless Technology.

**MWRA, North Dorchester Bay CSO Storage
Tunnel, Boston MA (\$148M)**

The \$148-million tunnel project involved drilling and lining a two-mile-long, 20-foot diameter tunnel at depths of 30 to 50 feet below South Boston, and construction of the mining and receiving shafts. As Project Superintendent, Dennis was responsible for overseeing Project Construction Operations, scheduling and coordinating work in the field, and monitoring the progress and work quality.

**Central Artery/Tunnel Project—Route 1A/
Neptune Road Highway Viaduct, Boston,
MA (\$10M)**

Structural repairs and modifications to the existing highway viaduct foundations and abutments, and altering and widening the existing viaduct structures while maintaining traffic flow. Demolition and reconstruction of the MSE and reinforced concrete highway structures was included. As Project Superintendent, Dennis managed personnel, equipment and materials to complete the project.



Joseph Wanat, PE, PTOE, ENV SP

Design Manager | 27 years of experience

Joe is the Managing Director of VHB's Providence office. A Professional Engineer registered in Rhode Island, his primary areas of experience encompass traffic engineering, safety, design, planning, permitting, and project management for federal, state, and municipal clients. Joe has worked with many contractors on large-scale DB projects. He has worked with public agencies and state departments of transportation and has led robust public outreach, stakeholder engagement, and advisory group facilitation.

Design-Build Experience

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Providence Viaduct Interchange Reconstruction

RIDOT, Pawtucket/Central Falls Train Station

MassDOT, Route 79/ I-195 Interchange

RIDOT Experience

Henderson Bridge Reconstruction

Pell Bridge Ramps Reconstruction

Providence Viaduct SB

Providence Viaduct NB NEPA Permitting

On-Call Traffic Design Consultant

Statewide Transit Master Plan

Providence Station Improvements

Highway Safety Improvement Program Support

RIDOT, Reconstruction of the Route 6/10 Interchange, DB, Providence, RI

Joe is VHB's Project Manager for the \$270M Route 6/10 Interchange Reconstruction Project – RIDOT's largest DB Project. Efforts include overseeing VHB's bridge design, highway design, and traffic operations teams. Joe played a pivotal role in the effort to develop a vision for the corridor working closely with leadership from RIDOT and the City of Providence in developing a 3D model and traffic simulation model for the corridor and vetting the concept for engineering constructability and cohesion.

RIDOT, Henderson Bridge Reconstruction, Providence/East Providence, RI

Joe is currently working with RIDOT on the reconstruction of the Henderson Bridge. Joe is supporting the community outreach, multimodal planning, and traffic engineering design elements. This project involves a "road diet" on the Henderson Bridge, which includes a new shared-use path and aesthetic lighting and architectural elements similar to the linear park on the Washington Bridge, which was also designed by VHB.

RIDOT, Providence Viaduct Interchange Reconstruction (SB and NB), Providence, RI

Joe has served multiple roles on this project which involved the replacement of the I-95 structure in the northbound and southbound directions at the downtown Providence/Civic Center Interchange. Efforts included writing federal funding grants, federal and state permitting, traffic engineering, outreach/visualization, and assisting with oversight of the highway, traffic, and bridge design efforts.

MassDOT, Route 79/I-195 Interchange, DB, Fall River, MA

For the City of Fall River, Joe participated in an engineering study that assessed how transportation infrastructure can better connect

Education

MS, Civil & Environmental Engineering, University of California at Berkeley, 1998

BS, Civil Engineering, University of Massachusetts, 1994

Registrations/ Certifications

Professional Engineer (Civil), RI

Professional Engineer (Civil), MA



the City's waterfront area, which is physically separated from the downtown by Route 79, a raised limited access highway, while enhancing long-term safety mobility for drivers, transit riders, pedestrians, and bicyclists. The goal of this study was to recommend ways to enhance the development potential of the waterfront area by creating developable land and improving transportation infrastructure. Joe provided transportation planning, traffic engineering, pedestrian, bicycle, and community outreach services to develop a "blueprint" for the future of the Route 79/Davol Street Corridor.

RIDOT, On-Call Traffic Design Consultant, Rhode Island

Joe has provided technical assistance to RIDOT under VHB's On-Call Traffic Design Consultant contract. Key assignments included:

- » Traffic modeling support for a successful \$65M Federal FY 2020 INFRA grant for the Providence Viaduct
- » Traffic modeling support for a successful \$25M Federal FY 2020 BUILD grant for the Washington Bridge
- » Traffic modeling support for a successful \$20M Federal FY 2019 TIGER grant for the Pell Bridge
- » Preparation of a successful FY 2017 FASTLANE grant for the Route 6/10 and Interstate 95 Interchange Project
- » Route 6/10 Interchange Reconstruction Transit Hub Concept Design and Visualization
- » Providence Station Gateway Enhancements
- » Pawtucket/Central Falls Train Station/Bus Hub Transportation Planning
- » Design of a \$2M pedestrian safety enhancement project to the intersection of Memorial Boulevard and Francis Street in Providence
- » Design of a \$2M complete street enhancement project on Coronado Road in Warwick, RI

- » Preparation of a Complete Streets Action Plan for RIDOT
- » Preparation of a successful FY 2016 TIGER grant application for the Rhode Island Travel Plaza and Welcome Center

RIDOT, Coronado Road Streetscape and Ped. Safety Improvements, Warwick, RI

Joe was the Project Manager working with RIDOT on the preparation of final design plans for streetscape, landscape, lighting, and sidewalk upgrades to Coronado Road, from Post Road to Jefferson Boulevard. The effort involved preparing concept and final design plans, creation of a new gateway entrance, and improved connections to the Interlink.

RIDOT, Highway Safety Improvement Program Support, Rhode Island

Under RIDOT's Highway Safety Improvement Program, Joe conducted several road safety assessments (RSAs) throughout Rhode Island. Locations included Olneyville Square, Kennedy Plaza, Wickford Junction, Broad Street in Providence, and Main Street in Warren.

RIDOT, Congestion Management System, Rhode Island

Joe served as the Traffic Design Engineer on RIDOT's initial effort to establish what is now RIDOT's Traffic Management Center (TMC) to improve incident response times and serve as a traffic data clearinghouse. He analyzed and screened intelligent transportation system (ITS) components suitable for early deployment in Rhode Island such as closed-circuit video surveillance, portable variable message signs, and special event traffic management systems and was responsible for locating variable message signs, video cameras, and vehicle detection stations. He prepared plans and specifications for phased implementation of field equipment, assisted in the design of a fiber-optic communication system, and prepared an implementation plan for diversion scenarios.



Jeffrey Klein, PE, Associate DBIA

Deputy Design Manager/Structural Lead | 19 years of experience

Jeff leads high-profile bridge projects as VHB's Director of Structural Engineering in Rhode Island. His experience on DB projects as both Design Manager and Owner's Representative provide him with a unique skillset, allowing him to ensure the design meets the client's project objectives. He brings a diverse mix of solutions based on Project Management experience managing the inspection, preservation, design, and load rating of complex and routine highway, railroad, and bicycle/pedestrian bridges across the state and throughout New England.

Design-Build Experience

RIDOT, Providence Viaduct Interchange NB Reconstruction

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT, Rehabilitation of the Wood River Valley Bridge

RIDOT, Pawtucket/Central Falls Train Station

RIDOT, Arcadia Management Area Falls River Bridge

RIDOT Experience

Washington Pedestrian Bridge

Reconstruction of Henderson Bridge

Stillwater Viaduct Bridge No. 278 Rehabilitation

On-Call Complex Bridge, Central Group 12

Statewide On-Call Bridge Inspection Services

RIDOT, Providence Viaduct Interchange Reconstruction (SB and NB), Providence, RI

Jeff has had multiple roles on this project, currently serving as Project Manager for the DB Owner's Representative Services for the replacement of the NB interchange. Previously, Jeff was Lead Design Engineer for the SB mainline bridge that included the design of simple and continuous steel girders, piers, abutments on pile foundations, bearings and support of excavation for this intricately phased project. Jeff was Structural Design Manager for multiple bridges as part of the Viaduct NB Project preliminary design. Jeff also manages the bimonthly specific fatigue-prone crack monitoring inspection on the bridge.

RIDOT, Rehabilitation of the Wood River Valley Bridge, DB, Richmond and Hopkinton, RI

Jeff was Design Manager for this DB rehabilitation project for the Wood River Valley Bridge, which carries I-95 over the Wood River and Mechanic Street. Bridge rehabilitation work included replacement of the bridge deck, barrier, joints, and bearings while keeping all lanes open on I-95. Design included evaluation of fiber reinforced polymer (FRP) beam strengthening needs, concrete repairs, new deck-over-backwalls, and drainage improvements.

Education

BS, Civil Engineering, University of New Hampshire, 2002

RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) DB Replacement, Lincoln, RI

Jeff is Design Manager for the Louisquisset Pike Bridge DB Rehabilitation project. The bridge carries busy Route 146 over Route 116, and the project includes interchange reconfiguration providing major safety and stormwater treatment improvements. The full bridge replacement includes new two-span steel girder bridge on MSE-supported stub abutments constructed in phases.

Registrations/Certifications

Professional Engineer, RI

NBIS Certified Bridge Inspector

Associate Designated Design-Build Professional

OSHA 10-Hour Construction Safety and Health Certificate



RIDOT, Reconstruction of the Route 6/10 Interchange, DB, Providence, RI

Jeff is Structural Design Manager for the replacement of four bridges, including Westminster Street, Broadway, Plainfield Street, and Hartford Avenue. He also led the structural design peer review of the 6/10 Connector Huntington Viaduct interchange that includes four curved ramps and the complex phased viaduct structure.

RIDOT, Washington Pedestrian Bridge, Providence & East Providence, RI

Jeff was Bridge Inspector and Project Engineer for a 1,600-foot, 15-span bridge that previously carried I-195 eastbound into East Providence for its development as a pedestrian bridge. Design components included new bearings, temporary construction support, and new retaining walls. The bridge consists of several different span types, including reinforced concrete spandrel column deck arches, steel girders, prestressed concrete girders, and reinforced concrete T-beams.

RIDOT, Reconstruction of Henderson Bridge, Providence, RI

Jeff is currently working with RIDOT on the reconstruction of the Henderson Bridge. He is Technical Advisor on the project, providing design and constructability recommendations throughout the design process. At the onset of design, this bridge represented 12% of RIDOT's structural deficient inventory by bridge deck area. The replacement utilizes the existing pier foundations in the Seekonk River to the extent practicable to support a newly constructed narrower continuous superstructure.

RIDOT, Stillwater Viaduct Bridge No. 278 Rehabilitation, Smithfield, RI

Jeff was Project Engineer for the in-depth inspection and rating of an historic structure that consists of a main concrete open spandrel

arch span with columns and roadway slab. This project won multiple awards for VHB's innovative design approach to replace multi-span concrete "T" beam supported on precast concrete pier bents.

RIDOT, On-Call Complex Bridge, Central Group 12 (Rehabilitation of 29 Bridges), Central RI

Jeff was Project Manager for the repair and rehabilitation of 29 bridges across central Rhode Island. Work included bridge rehabilitation design, environmental permitting, traffic control, Amtrak and utilities coordination, and construction support services for a varied rehabilitation scope. Jeff oversaw structural design and led biweekly client coordination to meet an accelerated design and construction schedule.

RIDOT, Statewide On-Call Bridge Inspection Services, Rhode Island

As a certified NBIS inspector, Jeff is VHB's Inspection Program Manager, coordinating and scheduling VHB inspection teams on this project and performing inspection report QA reviews. Bridges inspected as part of this 5-year project have included all types of superstructures including timber, steel, concrete, and prestressed concrete.

NYS DOT, Sandy Creek Deck Replacement over Route 177, DB, NY

Jeff was Bridge Design Engineer for New York State Department of Transportation (NYS DOT)'s first DB Project. Responsibilities included deck replacement and superstructure rehabilitation design on this project that also included repairing steel girders and substructures to improve the bridge's low condition rating.



Kris Kretsch, PE, CQA, QAT, ENV SP

Quality Control Administrator | 32 years of experience

Kris is a Senior Structural Engineer with diverse experience in bridge engineering and construction that includes quality assurance and quality control (QA/QC), inspection, rating, analysis, and design for highway and railroad structures. Kris's responsibilities have included seismic analysis of bridges, structural analysis and design for tunnels, buildings, earth retention systems, sign support structures, and mast arm installations. Kris is also an ASQ Certified Quality Auditor.

Design-Build Experience

RIDOT, Louisquisset Pike Bridge Replacement

MBTA, Rail Bridge Replacements

MassDOT, Hines Bridge Replacement

MassDOT, Route 147 Rotary Replacement

NYS DOT, Accelerated Bridge Program

Middlebury Cross Street Bridge Over Otter Creek

VTrans, I-91 Bridges

RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) DB Replacement, Lincoln, RI

Kris is the Quality Administrator for the Louisquisset Pike Bridge DB Replacement project for RIDOT. The bridge carries busy Route 146 over Route 116, and the project includes interchange reconfiguration and stormwater treatment improvements. He is responsible for overall management of the project QC System, including management of QC activities, oversight of QC reviews, and auditing QC control procedures for both design and construction.

MBTA, Rail Bridge Replacements DB Project, Various Locations, Massachusetts

Kris is the QA/QC Administrator for a DB contract with the MBTA to replace six bridges along various branches of the Commuter Rail system. He is responsible for oversight of the Design and Construction QA/QC Management, and ensuring that project quality plans are being followed.

Education

BS, Civil Engineering, University of Massachusetts Lowell, 1988

AAS, Architectural Engineering, Vermont Technical College, 1981

MassDOT, Derek S. Hines Movable Bridge Replacement DB, Amesbury, MA

Kris was Senior Engineer for the DB project to replace the Derek Hines three-span movable bridge carrying Main Street over the Merrimack River for MassDOT. Barletta Heavy Division, Inc. managed this project for MassDOT and VHB was design lead. Kris's responsibilities included structural analysis, seismic analysis, final design substructure and deep foundations, and quality assurance and quality control (QA/QC) of contract documents.

Registrations/Certifications

Professional Engineer, RI

Professional Engineer (Structural I), VT

Professional Engineer, FL

NBIS Certified Bridge Inspector (Safety Inspection)

Envision™ Sustainability Professional

Certified Quality Auditor (Quality Auditing), 2022

NorthEast Transportation Training and Certification Program

MassDOT, Route 147 (Memorial Ave) Rotary Replacement, DB, West Springfield, MA

Kris was the Accelerated Bridge Construction Advisor for a rotary replacement project in West Springfield. VHB was the lead designer for this important project that involved the replacement of two bridge superstructures along the rotary. Due to their alignments along the

rotary, the bridges required complex geometry, including splayed girders and variable deck overhangs. The bridges support existing utilities, including a large, concrete duct bank containing West Springfield's primary electric feed. Because of high traffic volumes along the roadway, the superstructure replacements were each performed over single three-day weekend closures, requiring the use of highly complex, custom designed precast, prefabricated bridge units (PBUs).

Cross Street Bridge Over Otter Creek, DB, Middlebury, VT

Kris was Senior Engineer for the DB project to construct a new bridge for the Town of Middlebury and Middlebury College. His responsibilities included analysis and design and quality assurance and quality control for a new prestressed/post-tensioned three-span bridge for the Town of Middlebury and Middlebury College. The 480-foot signature bridge consists of two 120-foot prestressed box spans and a 240-foot post-tensioned main span which is the longest single span using precast-prestressed New England bulb tee girders. Concrete abutments included a cantilever wall on spread footing, a stub abutment on a pile foundation, and mechanically stabilized earth fill. Concrete piers were founded on steel H-piles.

MBTA, Design Engineering Services for Repair/Replacement of Systemwide Bridges, Massachusetts

Kris is Project Manager for this task-order-based contract with the MBTA, responsible for overall quality and consistency for all assignments within the contract. Under this contract, VHB has received task orders for design and construction phase services for two bridge replacement projects carrying the Franklin Line over East Street in Westwood and the other carrying the Needham Line over Robert Street in Boston's Roslindale neighborhood. The site conditions at each

of the bridges requires unique design and accelerated construction techniques due to the urban locations and frequent commuter rail service. Kris's responsibilities include project management, and lead structural engineer and constructability, and QA/QC for Structural Engineering for the Robert Street assignments.

MassDOT, Columbia Greenway, Westfield, MA

Lead Structural Engineer for the design and construction of nine bridges associated with the construction of a mixed-use trail along a former railroad. The trail is being designed in accordance with MassDOT Standards and includes rehabilitation of two existing truss structures, two new bridges, and five new superstructures constructed on existing abutments. Kris's responsibilities include task management, QA/QC, and design and administration of construction phase services.

NYSDOT, Accelerated Bridge Program—Phase 1B DB Projects for Zone 1 and Contract No. D90006, New York

As Senior Bridge Engineer Kris provided technical support in design for the New York State Department of Transportation (NYSDOT) Accelerated Bridge Program, Phase 1B, Zone 1. Projects included removing and replacing reinforced concrete bridge decks, repairing steel elements, repairing abutments, repairing or replacing bearings, and performing other work on bridge elements with low condition ratings.



James Pisano, PE

Design Quality Control Manager | 29 years of experience

Chief Highway Engineer for VHB's Providence office, Jamie has extensive transportation, stormwater management, and site development design experience. Jamie has worked with RIDOT since 1992 on significant projects, focusing on alignment, grading, drainage, traffic management, construction documents and staging, right-of-way, and environmental permitting, as well as subdivision and site plans, specifications, and cost estimates.

Design-Build Experience

Reconstruction of the Route 6/10 Interchange

RIDOT Experience

Washington Bridge No. 200 Reconstruction

Henderson Bridge No. 600 Reconstruction

Providence Viaduct Bridge No. 578

Pleasant Valley Bridge No. 777 Rehabilitation

Stillwater Viaduct Bridge No. 278 Rehabilitation

Taunton Avenue Ramp CR-1 Bridge

Education

BS, Civil Engineering, Clarkson University, 1992

Registrations/ Certifications

Professional Engineer (Civil), RI

Professional Engineer (Civil), MA

Professional Engineer (Civil), CT

RIDOT, Henderson Bridge No. 600 Reconstruction, Providence and East Providence, RI

Jamie is Project Manager responsible for all design elements including but not limited to survey, cultural resources, environmental permitting, bridge, highway, and traffic design, traffic control plans, stormwater management, utility relocation, value engineering, and contract documents, as well as Public outreach and project coordination. The Henderson Bridge No. 600 connects Providence to East Providence spanning East River Street, the Seekonk River, former railroad tracks, Waterfront Drive, and Massasoit Avenue. The \$66 million Henderson Bridge No. 600 reconstruction replaces a six-lane highway structurally deficient bridge to nowhere with a three-lane bridge with a twelve-foot-wide shared use path. This new bridge along with the proposed roadway improvements approaching the bridge accommodates multimodal transportation, improves safety through lower speeds and traffic calming measures, enhances water quality with the removal of impervious areas and Best Management Practices (BMPs), provides access to the waterfront, and opens up land for redevelopment/ economic development.

RIDOT, Providence Viaduct Bridge No. 578, Providence, RI

Jamie was Deputy Project Manager and Highway Task leader, responsible for the horizontal and vertical geometry, drainage design (inlet spacing and pipe sizing), right-of-way, utility coordination, quantity take-off, cost estimating, and specifications for the relocation of Interstate Route 95 to the new southbound Providence Viaduct Bridge and adjacent ramps. The New Providence Viaduct Bridge spans over city streets, I-95 on/off ramps, Route 6, Amtrak, and the Woonasquatucket River. This bridge is part of the Civic Center Interchange with connections to Providence Place, Route 6/10, Downtown Providence, and Federal Hill. Subsequent to this project, RIDOT advanced the Providence Viaduct No. 578 northbound structure as a Design Build. Jamie participated in the development of the basic technical concept (BTC), request for proposal, and utility coordination.

RIDOT, Reconstruction of the Route 6/10 Interchange, DB, Providence, RI

Jamie was responsible for the horizontal and vertical geometry for Route 6 of the Route 6/10 Interchange, a \$248-million project that uses accelerated construction methods and involves replacing the structurally deficient bridges and elevated highway sections with at-grade connections. The project adds new connections for pedestrians and bicyclists over Amtrak's railroad tracks, improves traffic patterns and neighborhood connectivity, and opens up land for development. Route 6, extending over the Amtrak railroad, Plainfield Street, and Hartford Avenue, required full depth reconstruction and mill and overlay to accommodate the superelevation requirements of the horizontal geometry. Jamie coordinated design elements within the project corridor with multiple design firms and the contractor.

RIDOT, Pleasant Valley Bridge No. 777 Rehabilitation, Providence, RI

Jamie, was the Highway Lead responsible for the horizontal and vertical geometry, drainage design (inlet spacing and pipe sizing), utility coordination, quantity take-offs, cost estimating, and specifications for a two-span, 102-foot-long structure over the Woonasquotucket River. The project also included widening and replacement of the superstructure as well as traffic and roadway improvements to accommodate future traffic improvements.

RIDOT, Stillwater Viaduct Bridge No. 278 Rehabilitation, Smithfield, RI

As the Highway Lead, Jamie was responsible for the horizontal and vertical geometry, drainage design (inlet spacing and pipe sizing), utility coordination, quantity take-offs, cost estimating, and specifications for the reconstruction of a historic viaduct that spans the Woonasquotucket River in Smithfield. This project won multiple awards for VHB's

innovative approach to design. Approach spans consist of multi-span concrete "T" beam supported on concrete pier bents.

RIDOT, Washington Bridge No. 200 Reconstruction, Providence/East Providence, RI

Jamie was responsible for the horizontal and vertical geometry, drainage design (inlet spacing and pipe sizing), utility coordination, quantity take-offs, cost estimating, and specifications for a project to realign Interstate Route 195 from Providence to East Providence and constructed a new bridge on drilled shafts. A critical component to the success of this project was the maintenance and protection of traffic. Jamie coordinated the tasks required to maintain four lanes of interstate traffic and minimize ramp closures.

RIDOT, Taunton Avenue Ramp CR-1 Bridge, Providence/East Providence, RI

Jamie was responsible for the complete design and development of construction documents for a project to realign the Taunton Avenue off-ramp in order to facilitate the construction of the Washington Bridge No. 200 Reconstruction. For the Taunton Avenue Ramp project, he provided the horizontal and vertical geometry, drainage design (inlet spacing and pipe sizing), utility coordination, quantity take-off, cost estimating, and specifications. The project's challenges included multiple subconsultant coordination, and construction sequencing. The key issue of this project was the need to maintain schedule. The project required that design and construction be completed in an extremely tight timeframe in order to facilitate construction of the Washington Bridge No. 200 Reconstruction project.



William Kearns, QAT

Construction Quality Control Manager | 40 years of experience

Bill is Barletta's Quality Control Manager, with 26 years of construction QC experience. Bill is responsible for development and implementation of the Quality Control Program (QCP), with authority to establish, approve, and maintain the QCP and act on any and all issues relating to the quality of the project, including ensuring compliance of all subcontractors and suppliers.

Bill communicates directly with Corporate Senior Management to identify, initiate and recommend solutions to problems relating to Quality Assurance and Control, and is authorized to stop any unsatisfactory or non-conforming work on a project and direct rework and/or removal.

Bill works closely with all subcontractors and suppliers to coordinate the project's construction activities. On Design-Build projects, Bill coordinates his Quality efforts with the Design QC Manager and project QC Administrator.

RIDOT, Route 6/10 Interchange, Design-Build, Providence, RI (\$270M)

Bill is the Construction QC Manager for the reconstruction of the Route 6/10 Interchange, a Design-Build project to replace nine bridges, add a link between Route 10 North and Route 6 West, and reduce traffic and improve connectivity in the surrounding neighborhoods. The work includes construction of shared-use paths for bicycles and pedestrians and will lower Route 10 Southbound to the level of the existing Route 10 Northbound.

MassDOT, Route 79/I-195 Interchange & Braga Bridge, Design-Build, Fall River, MA (\$228M)

Bill was the Construction QC Manager for this multi-award winning project which included the design and reconstruction of the interchange of Route 79 and I-195; removal of the entire two-level Route 79 viaduct and nine associated highway ramps; construction of a new at-grade roadway system and intersections; the reconstruction/rehabilitation of four bridges; and structural repairs of the I-195 EB and WB Braga Bridge over the Taunton River and Route 79.

The Project was completed with no significant Quality issues as a result of Bill's commitment to plan reviews, inspections and quality testing during the project. The QC process started during the design phase and continued through the construction phase. Bill supervised QC field staff and 3rd party testing companies during the project's construction.

Design-Build Experience

RIDOT Route 6/10 Interchange

MassDOT Route 79/I-195 Interchange & Braga Bridge

MassDOT Hines Bridge

Education

BS, Chemical Engineering,
Rensselaer Polytechnic Institute,
Troy NY

MS, Business Administration,
Chaminade University, Honolulu
HI

Registrations/ Certifications

Quality Assurance Technologist
Certification, Northeast
Transportation Training and
Certification Program (NETTCP)



MassDOT, First Lieutenant Derek S. Hines Bridge Replacement Design-Build, Amesbury, MA (\$34M)

The \$34-million Hines Bridge DB project is located within a designated historic site, and the replacement bridge met the strict requirements of the Historical Commission. The contract called for the complete design and replacement of the swing-span bridge, including the bridge structure and related roadway approaches. The project required the design and construction of scour countermeasures for the Merrimack River to protect the bridge abutments and piers. Most of the project work required working within the navigable channel to perform the demolition of the existing bridge and foundations and the installation of cofferdams, deep foundations, concrete and stone masonry abutments and piers, and the repair/rehabilitation of existing stone masonry abutments. As QA/QC Manager, Bill was responsible for quality checking the work of multidisciplinary teams of construction personnel, as well as multiple subcontractors and fabricators, and coordinating with the Design Team.

Central Artery/Tunnel Project—I-90/Route 1A Interchange and New MBTA Blue Line Airport Station, Boston, MA (\$267M)

Bill was the Construction QC Manager for this contract which included the construction of at-grade and elevated highways which link Route I-90, Route 1A, the entrance/egress roads at Logan Airport and the MBTA's Airport Station. A major component of the project was the implementation of a comprehensive staging and detour plan so that the flow of traffic in and out of the airport was not interrupted; all roadways, tunnels, and rail lines were maintained open to the public during construction. The contract also included construction of a 25-acre park, storm water pump station, extensive rehabilitation of existing utilities and installation of new drainage/utility lines. As a result of Bill's

QA/QC efforts, the project received no Non-Conformance Reports.

John J. Carroll/Walnut Hill Water Treatment Plant, Marlborough, MA (\$212M)

The John J. Carroll Water Treatment Plant in Marlborough performs several major treatment processes, including primary and secondary disinfection, pH level adjustment, and fluoridation. Between the two projects, over 35 acres of land was cleared, more than half a million cubic yards of material was excavated, 95,000 cubic yards of concrete was poured, 12,000 tons of reinforcing steel was placed, and just under 12,000 feet of pipe ranging in size from 60" to 144" was installed.

» **MWRA Contract 6488, WHCP-3 (\$67M)**

Bill managed the Construction QC of the 55 million gallon below ground water storage tank and related mechanical and electrical systems, drainage pump station, water transmission lines, and overflow structure.

» **MWRA Contract 6489, WHCP-4 (\$145M)**

Bill was responsible for Construction QC for the new 405 MGD ozone water treatment plant, all related structures and water transmission lines and a 69kV substation/generator with associated electrical systems.



Rick Rhodes, PE

Civil/Highway Lead | 16 years of experience

Rick is the Director of Highway Engineering in VHB's Providence, Rhode Island office. A Professional Engineer registered in Rhode Island and Massachusetts, his responsibilities include the design and plan preparation for various transportation improvement and land development projects throughout the northeast. Rick has become proficient in design programs including AutoCAD Civil, AutoCAD Land Desktop, and Microstation.

Design-Build Experience

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT, Rehabilitation of the Wood River Valley Bridge

RIDOT Experience

Reconstruction of Henderson Bridge

Providence Viaduct Bridge No. 578

Reconstruction of Pell Bridge Approaches

Statewide High Hazard Intersections/Ramps Program

Reconstruction of Two Mile Corner

Reconstruction of Hartford Avenue

RIDOT, Reconstruction of the Route 6/10 Interchange, DB, Providence, RI

Rick is Highway Design Lead for the Route 6 portion of the project for this project that is using accelerated construction methods and involves replacing the structurally deficient bridges and elevated highway sections with at-grade connections, adding new connections for pedestrians and bicyclists over Amtrak's railroad tracks, improving traffic patterns, neighborhood connectivity, and opening up land for development.

RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) DB Replacement, Lincoln, RI

Rick is Highway Design Lead for the Louisquisset Pike Bridge DB Replacement project. The bridge carries busy Route 146 over Route 116. He is leading a team of engineers responsible for the design of the interchange reconstruction including the roadway and stormwater improvements.

RIDOT, Rehabilitation of the Wood River Valley Bridge, DB, Hopkinton, RI

Rick was the Highway Design Lead for a DB rehabilitation project for the Wood River Valley Bridge, which carries I-95 over the Wood River and Mechanic Street in Hopkinton. He led a team of engineers responsible for the design of the roadway and stormwater improvements. Additional improvements included concrete repairs, new deck-over-backwalls, roadway approaches, and drainage improvements.

RIDOT, Reconstruction of Henderson Bridge, Providence, RI

Rick is working with RIDOT on the reconstruction of the Henderson Bridge. He is the highway design Team Leader, guiding a team of engineers in the design of the project roadways. This project involves a "road diet" on the Henderson Bridge, which includes a new shared-use path and aesthetic lighting and architectural elements similar to the

Education

MS, Civil Engineering, Western Michigan University, 2009

BS, Civil Engineering, Michigan State University, 2003

Registrations/ Certifications

Professional Engineer (Civil), RI

Professional Engineer (Civil), MA

linear park on the Washington Bridge, which was also designed by VHB. New roundabouts are proposed on the Providence and East Providence sides of the bridge.

RIDOT, Providence Viaduct Bridge No. 578, Providence, RI

Rick is working on highway improvements to two bridges, one northbound and one southbound, to be located in downtown Providence spanning over city streets, I-95 on/off ramps, Route 6, Amtrak, and the Woonasquatucket River. Four on/off ramp bridges that connect to the northbound and southbound bridges were part of the highway scope for this project. Rick role was in the review plans and quantity takeoff and cost estimate for the highway portion of this very complex project.

RIDOT, Reconstruction of Pell Bridge Approaches, Newport, Rhode Island

Rick is the Design Manager for the reconstruction of the Pell Bridge approach ramps on the Newport side. This project includes the development of an Environmental Assessment (EA) as part of the NEPA process, and final design for the reconfiguration of the interchange at the Pell Bridge easterly approach. The project improves traffic flow through the area, provides multimodal accommodations, and opens free space for future development.

RIDOT, Statewide High Hazard Intersections/Ramps Program, Rhode Island

For the Rhode Island Department of Transportation (RIDOT), Rick was responsible for the design of geometric modifications, wheelchair ramp design, and production of construction plans for a project identifying hazardous intersections throughout the state and proposing improvements to traffic signals, lane configuration, intersection geometry, and

modification to wheelchair ramps to adhere to ADA standards.

RIDOT, Reconstruction of Two Mile Corner, Middletown, RI

For the Rhode Island Department of Transportation (RIDOT), Rick worked on a project to provide full depth reconstruction of West Main Road and East Main Road and the intersection of the two roadways at Two Mile Corner. This project included the widening of the East Main Road, geometric modifications, drainage improvements, reconstruction of three traffic signals, and right-of-way alterations. Rick participated in the design of horizontal and vertical alignments, drainage design and production of construction and right-of-way plans.

RIDOT, Reconstruction of Hartford Avenue (Route 6A), Johnson/Providence, RI

For the Rhode Island Department of Transportation (RIDOT), Rick worked on a project to provide horizontal and vertical geometry, drainage design (inlet spacing and pipe sizing), right-of-way, utility coordination, quantity take-off, cost estimating, and specifications to widen an urban arterial road. The project's challenges included mitigation for environmental regulations, construction sequencing, and right-of-way impacts. In addition to adding turn lanes at major intersections, the work on this project replaced the entire drainage system and incorporated sidewalks to facilitate pedestrian access. Rick performed various design tasks including horizontal alignments, geometric modifications, alternative designs, and produced construction plans and right-of-way plans for the project.



Peter Pavao, PE, PTOE

Traffic Lead | 15 years of experience

Peter is the Director of Transportation Systems in VHB's Providence office with experience in various phases of highway, safety, and traffic engineering for roadway improvement projects throughout Rhode Island. Peter has successfully managed various phases of highway safety and has extensive traffic experience, including leading various highway safety improvement programs, traffic phasing staging for complex highway and bridge reconstruction projects, traffic simulation, and traffic signal design.

Design-Build Experience

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT Experience

Henderson Bridge Reconstruction

Providence Viaduct Bridge No. 578

Washington Bridge No. 200

Reconstruction of Pell Bridge Approaches

On-Call Traffic Design Consultant

Highway Safety Improvement Program (HSIP) Support

Statewide High Hazard Intersections/Ramps Program

RIDOT, Reconstruction of the Route 6/10 Interchange, Design-Build, Providence, RI

Peter is Task Manager for the traffic analysis and TMP development for this \$270-million project that is using accelerated construction methods and involves replacing the structurally deficient bridges and elevated highway sections with at-grade connections, improving traffic patterns, neighborhood connectivity, and opening land for development.

RIDOT, Washington Bridge No. 700, Providence & East Providence, RI

Peter served as the Project Manager for the development of the benefit cost analysis (BCA) used in the BUILD grant for the project. VHB developed detailed traffic analysis for various alternatives and supported RIDOT in understanding the travel time benefits for each to help identify the alternative with the highest benefit to cost ratio.

RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) Design-Build Replacement, Lincoln, RI

Peter is Task Manager for the traffic analysis and TMP development for the Louisquisset Pike Bridge Design-Build Replacement project for RIDOT. The bridge carries busy Route 146 over Route 116, and the project includes interchange reconfiguration and stormwater treatment improvements. He had led the development of traffic analysis to support various staging to ensure optimal traffic operations align Route 146 and on Route 116 during all stages of construction.

RIDOT, Henderson Bridge Reconstruction, Providence/East Providence, RI

Peter is supporting the traffic and safety engineering, and maintenance of traffic control design elements. This project involves a "road diet" on the Henderson Bridge, which includes a new shared-use path and aesthetic lighting and architectural elements similar to the linear park on the Washington Bridge, which was also designed by VHB. New

Education

BS, Civil Engineering, University of Rhode Island, 2006

Registrations/Certifications

Professional Engineer (Civil), RI

Professional Traffic Operations Engineer

roundabouts are proposed on the Providence and East Providence sides of the bridge.

RIDOT, Evaluation and Rehabilitation of Providence Viaduct Bridge No. 578, Providence, RI

Peter served as a Traffic Engineer involved with the destination signing and traffic control plans portion of a project to rehabilitate a bridge in the heart of Providence that carries busy Interstate 95 traffic over the Woonasquatucket River, railroad tracks, and local city streets. The destination signing tasks involved designing complex signing schemes based on the latest MUTCD standards. The traffic control design tasks involved five complex construction phases that enabled work to be performed with minimal impact to adjacent travel lanes.

RIDOT, Washington Bridge No. 200, Providence & East Providence, RI

For RIDOT, Peter served as a Traffic Engineer involved with the destination signing and traffic control plans portion of a project to rehabilitate a bridge that carries busy Interstate 195 traffic over the Seekonk River. The destination signing tasks involved designing complex signing schemes based on the latest MUTCD standards. The traffic control design tasks involved multiple complex construction phases that enabled work to be performed with minimal impact to adjacent travel lanes and ramps.

RIDOT, Reconstruction of Pell Bridge Approaches, Newport, Rhode Island

Peter is the Project Manager for the reconstruction of the Pell Bridge approach ramps on the Newport side. This project includes the development of an Environmental Assessment (EA) as part of the NEPA process, intensive public and stakeholder outreach to identify numerous alternatives for this transformative project for Newport's North End. This project will result in up to 2 design-bid-build contracts for the realignment

of the interchange and the re-connection of JT Connell Highway.

RIDOT, On-Call Traffic Design Consultant, Rhode Island

Peter is Project Engineer for the RIDOT On-Call Traffic Design Consultant contract, which includes on-call/as needed traffic engineering services on a variety of tasks. Tasks have included vehicle and pedestrian road safety assessments, traffic signal inspections, preparation of a signal optimization contract, traffic signal design, development of the Highway Safety Improvement Program Annual Report and Program Document, training for RIDOT Traffic Design and Maintenance staff, development of a master price agreement for photo enforcement vendors, and miscellaneous support tasks.

RIDOT, Highway Safety Improvement Program (HSIP) Support, Rhode Island

Peter is Project Manager for the various HSIP-related tasks as part of the Rhode Island Department of Transportation's (RIDOT) On-Call Traffic Design Consultant contract, which includes on-call/as needed highway safety engineering services on a variety of tasks. Tasks have included HSIP Annual Reporting, HSIP Design Study, and HSIP Program Administration. He also leads road safety assessments in support of the highway safety improvement program and has assisted in the development of a statewide safety action plan, including pedestrian RSA training and actual RSAs at high pedestrian tourist areas. He also was responsible for the safety effectiveness evaluations of several safety improvement projects after studies.



Susan Moberg, PWS, CFM

Environmental Manager | 28 years of experience

Susan leads VHB's Environmental Sciences Group in Rhode Island. Her work focuses on environmental site assessments, wetland delineation, soil analysis, and environmental permitting with a particular emphasis on the energy sector and the coastal environment. Susan has extensive experience in successfully managing large complex projects requiring diverse skill sets.

Design-Build Experience

RIDOT, Rehabilitation of the Wood River Valley Bridge

RIDOT, Falls River Bridge Replacement

RIDOT Experience

Washington Bridge No. 200

Henderson Bridge Replacement

Providence Viaduct No. 578

Stillwater Viaduct No. 278

Pleasant Valley Parkway Bridge No. 777 Rehabilitation

Goat Island Causeway No. 697 Rehabilitation

Industrial Drive Bridge Inspection and Rehabilitation

Education

BS, Soil and Water Science, University of Rhode Island, 1993

Registrations/Certifications

Professional Wetland Scientist

Professional Soil Scientist

Certified Floodplain Manager

RI Coastal Resources Management Council Certified Invasive Manager (Coastal Buffer Zone Management), RI

RIDOT, Rehabilitation of the Wood River Valley Bridge, DB, Hopkinton, RI

For RIDOT, Susan managed the permitting effort for a DB rehabilitation project for the Wood River Valley Bridge, which carries I-95 over the Wood River and Mechanic Street in Hopkinton. Tasks included wetland delineation and Rhode Island Department of Environmental Management (RIDEM) permitting. Additional improvements included fiber reinforced polymer (FRP) beam strengthening, concrete repairs, new deck-over-backwalls, roadway approaches, and drainage improvements.

RIDOT, Falls River Bridge Replacement, Arcadia Management Area, DB, Exeter, RI

VHB worked with the RIDOT and Northern Construction to develop design engineering and permitting documents for the replacement of the Falls River Bridge that conveys Plain Road over Wood River in the Arcadia Management Area. Susan lead the environmental surveying and permitting efforts. Susan performed a wetland delineation of the project area, conducted a survey for rare freshwater mussels, and prepared permit applications for the replacement of the existing wooden bridge. Susan also guided the DB team through the environmental permitting and compliance process to ensure that the project was designed and constructed in accordance with applicable environmental regulations.

RIDOT, Henderson Bridge No. 600, Providence, RI

For RIDOT, Susan managed the environmental permitting for the replacement of the Henderson Bridge across the Seekonk River (tidal waters) between Providence and East Providence. Tasks included wetland delineation, National Environmental Policy Act (NEPA) Categorical Exclusion and prepared the Rhode Island Coastal Resources Management Council (CRMC) permit application for the project.

RIDOT, Providence Viaduct No. 578, Providence, RI

For RIDOT, Susan managed the environmental permitting for the Providence Viaduct Replacement Project. Tasks that Susan performed or supervised include resource area delineation; NEPA permitting; CRMC, RIDEM and U.S. Army Corps of Engineers (USACE) permitting; stormwater runoff analysis and water quality treatment design; cultural resources review; Stormwater Pollution Prevention Plan (SWPPP) preparation and construction phase SWPPP monitoring. This complex, multi-phase project has gone through several scope changes over the years since inception, and Susan has provided high-level environmental permitting strategy support to the design team.

RIDOT, Stillwater Viaduct No. 278, Smithfield, RI

Under contract with the RIDOT, Susan managed the environmental permitting for the reconstruction of an historic viaduct that spans the Woonasquatucket River in Smithfield. Environmental tasks for this bridge project included wetland delineation and state and federal permitting, including an environmental evaluation under the NEPA, a RIDEM Freshwater Wetlands permit application, and a USACE Programmatic General Permit. Due to its historic status, a Section 106 Documentation Report and Memorandum of Agreement were also needed.

RIDOT, Pleasant Valley Parkway Bridge No. 777 Rehabilitation, Providence, RI

Under contract with RIDOT, Susan worked on a project to provide maintenance and rehabilitation of a bridge over the Woonasquatucket River. She completed a wetland delineation and conducted a Categorical Exclusion under NEPA. Future permitting will include the Rhode Island CRMC and USACE applications.

RIDOT, Washington Bridge No. 200, Environmental Investigation and Permitting, Providence, RI

Under contract with the RIDOT, Susan managed the environmental investigation and permitting for the reconstruction of Washington Bridge No. 200 across the Seekonk River in Providence. Permitting included state and federal permit applications, including NEPA, the Rhode Island CRMC, RIDEM Water Quality Certification, USACE, and U.S. Coast Guard (USCG) Individual Bridge permit application. Susan also prepared cultural resource permitting documents including a Section 106 Documentation Report and Memorandum of Agreement, and a 4(f) Memorandum for the bridge, which was eligible for listing on the National Register of Historic Places. Also critical for the project due to its location in a former industrial area, Susan prepared an Environmental Site Assessment investigating for hazardous materials, and a soil boring program to characterize spoils generated from the advancement of 13 drilled shafts that support the new bridge.

RIDOT, Goat Island Causeway No. 697, Newport, RI

For RIDOT, Susan was involved in the maintenance and rehabilitation of a causeway to Goat Island across tidal waters. The project called for replacement of bridge superstructure, repair of piers, construction of a pedestrian and utility bridge on a parallel alignment, and reconstruction of the bridge approaches. Susan conducted a Categorical Exclusion under NEPA. Permits were done for the CRMC, the RIDEM, USACE, and the USCG.



Richard McGinn

Construction Superintendent | 35 years of experience

As the Senior Project Manager for Aetna Bridge Company, Rick's responsibilities include the coordination of DB team members; management of jobsite construction and erection schemes; coordination of subcontractors; supervision of field management and crafts workers; directing scheduling, cost and progress projections and reporting; and overseeing quality control and safety. Rick also serves as a project's liaison between Aetna Bridge, the owner, engineer and trade unions.

Design-Build Experience

MassDOT Rt 79/I-195
Interchange & Braga Bridge
RIDOT Wood River Bridge

RIDOT Experience

3R Improvements to I-95
Service Roads & Bridges
High Priority Repairs Sakonnet
River Bridge
Main Rd. Bridge Replacement
Robin Hollow Bridge
I-95 Safety Improvements
I-95 Bridge Safety
Improvements

Education

BS Civil Engineering, University
of Rhode Island

Registrations/ Certifications

American Institute of Steel
Construction – Advanced
Certified Steel Erector
OSHA 30 – Management/
Supervisory
ATSSA Work Zone Safety
Training – Supervisor
OSHA Crane Safety Training 1.1
Aerial Lift & Forklift Safety
Training
First Aid/CPR

RIDOT, Wood River Valley Bridge, Design Build, Hopkinton, RI (\$12M)

Rick is the Construction Manager for this DB bridge rehabilitation project which includes replacing portions of the 270-ft-long concrete T-Beam bridge superstructure and performing various structural concrete repairs. A complex jacking and shoring operation was required to replace the existing rocker bearings. Significant traffic management/control along I-95 is being performed. Rick was deeply involved in the development of Aetna Bridge's Value Engineering proposal accepted by RIDOT to cut both costs and project duration.

MassDOT, Route 79/I-195 Interchange & Braga Bridge, DB, Fall River, MA (\$228M)

Aetna Bridge's \$30M portion of this project consisted of rehabilitation of the 4,000' long truss bridge over the Taunton River. The most complex operation on this project was the heavy lift of the fail-safe catcher beams at the five "Pin and Hanger" connections in the girder spans. The catcher beam assembly was lifted with the use of eight (8) strand jacks that were mounted on the road deck above. The lifts ranged from a height of 45 feet to 140 feet and weighed over 170,000 pounds. Other work on the project included 400 CY of concrete beam/strut strengthening as well as steel floor beam, stringer, and lateral brace strengthening repairs, 175 EA jacking shoring for bridge bearing replacement, 4,680 LF of bridge joint replacement, 4,050 CF structural concrete repairs, and 667 CY concrete deck overlay, extensive maintenance and protection of traffic on Interstate Route I-195 including setting 91,000 LF temporary median barrier. As the Structural Steel Construction Manager, Rick was instrumental in Aetna Bridge being awarded the national American General Contractor's (AGC) Safety Excellence Award (2nd Place Nationwide).

RIDOT, 3R Improvements to I-95 Service Roads & Bridges, Providence, RI (\$7M)

As Project Manager, Rick oversaw the phased bridge demolition and reconstruction of five bridges over I-95 including replacement of the concrete bridge decks, sidewalks, parapets, and joints. A complex maintenance and protection of traffic plan was deployed along I-95 in Providence. Work included repairs to the Atwells Ave., Broadway, and Washington St. Bridges, which are adjacent to the I-95 NB Viaduct.

MassDOT, Replacement of County Street Bridge over Amtrak, Attleboro, MA (\$8M)

Rick served as Project Manager for the complete replacement of a 147' long steel girder bridge over Amtrak's Northeast Corridor Rail Lines. The project required extensive work during Amtrak's non-revenue service hours to install drilled shaft foundations and to construct the new bridge over the railroad. Significant coordination with utility owners was required to maintain the fiber optics, electric lines, and gas main services, which were supported in place by construction of two temporary utility bridges.

RITBA, Steel Repairs & Protective Coating, East Approach of Newport/Pell Bridge, Newport, RI (\$40M)

Rick was Aetna Bridge's Project Manager for this critical infrastructure repair project. Work included the full blast-removal of paint on the east approach spans, and replacement with a three-coat paint system. Steel repairs were performed to floor beam brackets, knee braces, bottom flanges, webs, and the steel deck truss, stringer webs and flanges.

ACOE Cape Cod Steel Repairs, Bourne and Sagamore Bridges, Bourne, MA (\$10M)

Rick served as Project Manager for the significant repairs to the steel arch bridges including repairs to batten plates, gusset plates, wind chords, trusses, utility brackets,

floor beams, and diaphragms. Both bridges carry four lanes of traffic over the Cape Cod Canal. Existing paint was removed and new protective coatings were applied. A substantial movable platform system was used to access most of the work over the canal to minimize disruptions to vehicle traffic.

RIDOT, High Priority Repairs Sakonnet River Bridge, Tiverton, RI (\$3M)

Structural steel repairs, bridge joint repairs, maintenance and protection of traffic.

RIDOT, Main Road Bridge Replacement, Tiverton, RI (\$9M)

Phased bridge reconstruction including CIP substructure, installation of precast beams, and CIP bridge deck.

RIDOT, I-95 Bridge Safety Improvements, Providence, RI (\$13M)

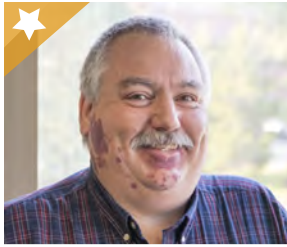
Rehabilitation of 17 bridges: concrete bridge repairs, jacking and shoring for bearing replacement, pier cap removal/replacement, joint/superstructure replacement, traffic control, paving (including Oxford St Bridge).

RIDOT, I-95 Safety Improvements, Pawtucket, RI (\$6M)

Phased bridge demolition and reconstruction for 5 bridges over I-95 including concrete bridge repairs, preventative maintenance tasks, maintenance and protection of traffic.

RIDOT, Robin Hollow Bridge, West Greenwich, RI (\$3M)

Phased bridge reconstruction on I-95, including installation of piles, CIP substructure, installation of precast beams and CIP deck.



Stephen Thurber

Scheduler/Project Controls | 39 years of experience

Design-Build Experience

RIDOT Route 6/10 Interchange
MassDOT Route 79/I-195 Interchange & Braga Bridge
MassDOT Hines Bridge
SSTTDC Delahunt Parkway
MWRA Blue Hills Covered Storage Facility

Education

B.S. Civil Engineering,
Northeastern University

Registrations/ Certifications

Primavera Systems, Inc. – P3
Project Scheduler

Oracle Corporation – P6
Enterprise Project Portfolio
Management

Steve has extensive construction experience in project controls and scheduling. He specializes in detail and precision as evidenced by his experience preparing and updating schedules for projects ranging from a few million dollars to \$270 million and anywhere from 1,200 to 12,000 activities. Steve is well-versed in per hour task scheduling, such as on the MBTA's Clayton Street ABC Bridge Replacement project, for which he produced a detailed hour-by-hour schedule for the weekend bridge replacement work, and the MassDOT Add-A-Lane project for the demolition and traffic movements required during the weekend shutdown of I-95 to perform the bridge demolition work.

Project Scheduler Experience

As Project Scheduler, Steve is responsible for developing project schedules including cost and resources loading in conjunction with the project team, including critical path analysis and alternate schedules.

Steve completes schedule narratives and risk assessments, tracks and measures both schedule and construction cost performance, interacts with the onsite design, engineering, and construction teams and identifies opportunities for improvement, potential conflicts, delays, and areas where additional concentration is required. He analyzes time/cost impacts of schedule changes, performs schedule updates, and provides data to support the rest of the project team's efforts in anticipating cost control measures, workforce requirements, and change order tracking and reports. Steve uses Oracle's Primavera P6 Enterprise Project Management software to develop project schedules.

He is responsible for schedule coordination and communication between the Design and Construction segments of Design-Build Teams, including information distribution, reviews, cost and resource controls, feedback and reporting.

- » RIDOT, Route 6/10 Interchange Design-Build (\$270M)
- » MassDOT, Route 79/I-195 Interchange & Braga Bridge DB (\$228M)
- » MassDOT, I-95 Add-A-Lane Contract V (\$180M)
- » MassDOT, First Lt. Derek S. Hines Bridge Replacement DB (\$34M)
- » SSTTDC, Bill Delahunt Parkway Design-Build (\$35M)
- » MBTA, Clayton St. ABC Bridge Replacement (\$5M)
- » MBTA, Government Center Station (\$85M)
- » MBTA, Columbia Junction Signal Replacement (\$43M)
- » MBTA, Red Line Trough & Winter Resilience Improvements (\$19M)
- » MWRA, Blue Hills Covered Storage Facility Design-Build (\$38M)





Joan Zapatka

Safety Manager | 19 years of experience

Joan is the Safety Manager at Aetna Bridge, where she is responsible for enforcement of all local, state and OSHA standards and practices, as well as compliance with health and safety policies and procedures on assigned projects. Joan completes on-site safety inspections, as well as performs employees' initial site safety training and prepares/presents weekly information and training meetings for all project personnel. In addition, Joan conducts site-specific hazard analyses and oversees and develops the safe work practices of confined space entry, fall protection, marine work, silica, work zone safety, excavation and earth work. She is responsible for accident/incident investigations and reporting, develops site-specific Safety and Health Plans, and oversees the development of Job Hazard Analyses.

Design-Build Experience

RIDOT Route 295 Bridges – Contract 2
RIDOT Wood River Bridge
RIDOT Louisquisset Pike
RIDOT 6/10 Interchange
RIDOT RhodeWorks Toll Facilities

Education

BS Occupational Safety and Health, Keene State College, NH

Registrations/Certifications

OSHA Authorized Trainer for the Construction Industry - 10 hour and 30 hour
AHA First Aid/CPR Certified Instructor
ASSE Certified Instructor for Flagging
Homeland Security Certified
NFPA70E Certified for Electrical Safety in the Workplace
MSHA Certified for Industrial Hygiene Sampling
Liberty Mutual Certified in Safety Management - Remedial through Advanced
ASSE Certified Work Zone Safety Supervisor

Safety Manager Project Experience

Joan served as the Safety Manager for numerous major bridge projects, including:

- » RIDOT, Reconstruction of the Route 6/10 Interchange, DB, Providence, RI (\$270M)—Safety Manager for Aetna Bridge's scope of work
- » RIDOT, Route 295 Bridges—Contract 2, DB, Johnston, RI (\$35M)
- » RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) DB Replacement, Lincoln, RI (\$15M)
- » RIDOT, Rehabilitation of the Wood River Valley Bridge, DB, Hopkinton, RI (\$12M)
- » RIDOT, RhodeWorks Toll Facilities, DB (\$15M)
- » RITBA, Newport Pell Bridge Deck Rehabilitation at East Approach, Newport, RI (\$19M)

Awards

- » Association of General Contractors National Safety Excellence Award (Aetna Bridge Company) 2016—2nd place Bridge Division



Michael Foley

Executive Committee | 34 years of experience

Mike is a highly skilled construction executive with extensive experience overseeing complex public-sector projects. Mike has served as Barletta's Project Executive and representative on the Executive Committee for eight Design-Build projects; seven of the projects included VHB as the Team's Designer, and two included Aetna Bridge as a construction partner. In his role as Vice President of Barletta Heavy Division, Mike has the full spectrum of resources available to support all aspects of a project and ensure its successful delivery.

Design-Build Experience

MBTA Rail Bridge Replacements
RIDOT Pawtucket/Central Falls Bus Hub & Commuter Rail
RIDOT 6/10 Interchange
MBTA RL/OL Signals Systems
MassDOT Route 79/I-195 Interchange & Braga Bridge
MassDOT Hines Bridge Replacement
SSTTDC Delahunt Parkway
MBTA Blue Hills Covered Storage

Education

B.S. Civil Engineering,
Worcester Polytechnic Institute

Registrations/ Certifications

Construction Industries of
Massachusetts -Chairman,
2017-2018; Board of Directors,
2011-2017

Design-Build Executive Committee Experience

Mike has been a Design-Build Executive Committee member on the following projects:

- » **MBTA Rail Bridge Replacements Design-Build Project (\$91M)**—DB project for the replacement of 6 rail bridges utilizing ABC techniques. *(with VHB)*
- » **RIDOT Pawtucket/Central Falls Bus Hub & Commuter Rail Station Design-Build (\$36M)**—DB Project for the new Bus Hub, Commuter Rail Station, and transit corridor.
- » **RIDOT Reconstruction of the Route 6/10 Interchange, Design-Build Project (\$270M)**—DB project for the design and reconstruction of the interchange of US Route 6 and RI Route 10 and associated work. *(with VHB and Aetna Bridge)*
- » **MBTA Red Line/Orange Line Signals Systems Upgrades Design-Build Project (\$218M)**—DB project for the MBTA Red Line & Orange Line signal upgrades. *(with VHB)*
- » **MassDOT Route 79/I-195 Interchange & Braga Bridge, Design-Build Project (\$228M)**—DB project for the design and reconstruction of the interchange of Route 79 and I-195 and rehabilitation of the Braga Bridge in Fall River. *(with VHB and Aetna Bridge)*
- » **MassDOT Hines Bridge Replacement Design-Build Project (\$34M)**—Design and replacement of the historic swing span bridge, including the bridge structure and related roadway approaches. *(with VHB)*
- » **SSTTDC Delahunt Parkway, Design-Build Project (\$33M)**—Design and construction of a new cross-base parkway on the site of a former military base. *(with VHB)*
- » **MWRA Blue Hills Covered Storage Facility, Design-Build Project (\$38M)**—Design and construction of underground storage for 20 million gallons of drinking water. *(with VHB)*





Jeffrey Bostock

Executive Committee | 25 years of experience

Jeffrey is an accomplished construction executive with extensive experience overseeing the completion of complex bridge projects for RIDOT. Jeff has served as Aetna's Project Executive and as its representative on the Executive Committee for previous successful DB projects performed with VHB and Barletta. In his role as Vice President of Construction for Aetna Bridge Company, Jeff has a complete range of resources available to support all aspects of a project and ensure its successful delivery.

Design-Build Experience

RIDOT 6/10 Interchange
MassDOT Rt 79/I-195 Interchange & Braga Bridge
RIDOT Replacement of Rt 295 Bridges, Contract 2
RIDOT Wood River Bridge

RIDOT Experience

Hussey Bridge Rehabilitation
Warren Avenue Ramp Bridge No. 465 Replacement
Frenchtown Brook Bridge Replacement

Education

BS Civil Engineering, University of New Hampshire

Registrations/Certifications

Construction Industries of RI – Specification Committee
American Institute of Steel Construction – Advanced Certified Steel Erector
OSHA 30 – Management/Supervisory
ATSSA Work Zone Safety Training – Supervisor
OSHA Crane Safety Training 1.1
Aerial Lift & Forklift Safety Training

Design-Build Executive Committee Experience

Jeff has been a DB Executive Committee member on the following projects:

- » **RIDOT Route 6/10 Interchange, DB Project, Providence RI (\$270M)**—Executive Committee Member for the reconstruction of the Route 6/10 Interchange DB project. *(with VHB and Barletta)*
- » **MassDOT Route 79/I-195 Interchange & Braga Bridge, DB Project, Fall River, MA (\$228M)**—Project Executive for Aetna's \$30M rehabilitation of the Braga Bridge, as part of this multi-award winning DB project. *(with VHB and Barletta)*
- » **RIDOT Design Build, Replacement of I-295 Bridges Contract 2 (\$35M)**—Design-Build Project Manager for the DB replacement of six bridges on I-295 and the decommissioning of two bridges.
- » **RIDOT Design Build, Wood River Bridge (\$12M)**—Design-Build Project Manager for the DB rehabilitation of the bridge carrying I-95 over the Wood River. *(with VHB)*
- » **RIDOT Hussey Bridge Rehabilitation (\$2M)**—Oversaw construction of this bridge rehabilitation project which was completed 9 months ahead of schedule.
- » **RIDOT Replacement of Warren Avenue Ramp Bridge No. 465 (\$3M)**—Accelerated Bridge Construction (ABC) techniques were used to replace the bridge. The work was completed nine days in advance of the 30-day maximum allowable closure time.
- » **RIDOT Replacement of Frenchtown Brook Bridge (\$2M)**—Accelerated Bridge Construction (ABC) techniques were used to remove and replace the bridge, which was opened one month ahead of schedule.
- » **MTBA Guild Street Bridge Rehabilitation, Norwood, MA (\$4M)**—Accelerated Bridge Construction (ABC) techniques were used to fast-track the replacement of a railroad bridge over an urban city street. Heavy lift construction work included the use of SPMT's.



Thomas W. Jackmin, PE, ENV SP

Executive Committee | 30 years of experience

As VHB's New England Regional Manager, Tom leads a group of more than 600 professionals within the region. His deep understanding of alternative delivery methods and his focus on best practices has resulted in successful outcomes for his clients. With his focus on large-scale transportation infrastructure projects, Tom has led some of New England's signature DB projects, including the award-winning Route 79/Braga Bridge Improvements project in Fall River, Bill Delahunt Parkway project in Weymouth, Hines Bridge Replacement in Amesbury, and the Route 44 over Route 24 Interchange in Fall River.

Design-Build Experience

MassDOT, Route 79/I-195 Interchange

MassDOT, Hines Bridge Replacement

MassDOT, Bill Delahunt Parkway

MassDOT, Route 44 over Route 24 Interchange

MassDOT, I-495 Bridge Bundle, Owner's Representative

MassDOT, I-93 Fast 14 Accelerated Bridge Replacement

Education

MBA, Business Administration, Rutgers State University, 1995

BS, Civil Engineering, University of New Hampshire, 1990

Registrations/Certifications

Professional Engineer (Civil), MA

Envision™ Sustainability Professional

MassDOT, Route 79/I-195 Interchange, DB, Fall River, MA

Tom was Design Manager for this high-profile project that improved aging infrastructure, opened the waterfront, and enhanced economic development opportunities for the City of Fall River. This \$228M DB project consisted of removing the two-level Route 79 viaduct and rebuilding Route 79 at-grade using parts of existing streets. The project featured extensive public outreach and involvement, traffic operations and safety, accelerated bridge design, and temporary traffic control/construction sequencing alternatives. *(with Barletta and Aetna Bridge)*

MassDOT, Bill Delahunt Parkway, DB, Weymouth/Rockland/Hingham, MA

For a new east-west, cross-base parkway on a former Naval Air Station, Tom managed a full complement of engineering and environmental services, including roadway and bridge design, environmental permitting, stormwater system design, and traffic signal design. He worked closely with Barletta throughout the project, which included street improvements, construction of a 3.5-mile road, and relocation of a commuter rail station. *(with Barletta)*

MassDOT, Hines Bridge Replacement, DB, Amesbury, MA

Tom was Project Manager for the design of the reconstruction of the Hines Bridge project that encompassed the complete replacement of the bridge superstructure and the majority of the substructure. This DB project included replacement of the swing span and both approach spans, replacement of the south abutment and all intermediate piers, seismic retrofit of the north abutment, and all associated roadway approach work. Tom worked closely with Barletta Construction and MassDOT to minimize the impact of this rehabilitation on users of both the roadway and the river, and he oversaw work with MassDOT for the environmental and local permits required to complete the project. *(with Barletta)*



Tom Donald, PE

Technical Advisor–Bridge/ABC | 40 years of experience

For over 40 years, Tom has made his mark on major infrastructure projects across New England both as a consultant and as the former Director of Bridge Project Management at the Massachusetts Department of Transportation (MassDOT). In his role as New England Regional Bridge and Structures Service leader, Tom works closely with the region’s 60+ structural engineers to coordinate work-sharing, properly allocate resources to meet client needs, and monitor the QA/QC process for structural projects.

Design-Build Experience

RIDOT, Providence Viaduct Bridge No. 578 Relocation/Replacement, Owner’s Representative

MassDOT, Route 79/I-195 Interchange

MassDOT, Longfellow Bridge Restoration

MassDOT, Whittier Bridge Replacement

MassDOT, Fore River Bridge Replacement

MBTA, Rail Bridge Replacement

RIDOT Experience

Reconstruction of Henderson Bridge

Education

BS, Civil Engineering, Syracuse University, 1980

Registrations/Certifications

Professional Engineer
Reciprocity Pending, RI

Professional Engineer, MA

Professional Engineer, ME

RIDOT, Reconstruction of Henderson Bridge, Providence, RI

For the Reconstruction of Henderson Bridge, Tom is performing the Quality Assurance to confirm proper quality control procedures are being followed. He is also performing an overall review of the structural design, based on his years of design and constructability experience, and assisted in the Value Engineering effort. This project involves a “road diet” on the Henderson Bridge, which includes a new shared-use path and aesthetic lighting and architectural elements. New roundabouts are proposed on the Providence and East Providence sides of the bridge.

RIDOT, Providence Viaduct Bridge No. 578 Relocation/Replacement, DB Owner’s Representative, Providence, RI

Tom assisted the Project Manager in the development of RFP documents provided to DB teams that RIDOT shortlisted. He also reviewed the technical proposals received and assisted in the preparation of comments that VHB provided to RIDOT, and will provide oversight during the execution of the project during review of submittals, RFIs, NCRs, etc.

Massachusetts Department of Transportation, Highway Division

Prior to joining VHB (2009–2019), Tom was Director of Bridge Project Management at MassDOT. He was responsible for all bridge design projects from initial scoping on through to advertising for construction. He reviewed project scopes of work to make sure each project maximized the use of accelerated construction techniques and minimized disruption to vehicles, pedestrians, and bicyclists. He also monitored the design progress and review of design submittals to see that the reviews were expeditious and consistent. Projects included:

- » Route 79/I-195 Interchange, DB, Fall River, MA
- » Longfellow Bridge Restoration, DB, Boston/Cambridge, MA
- » Whittier Bridge Replacement, DB, Amesbury, MA
- » Fore River Bridge Replacement, DB, Quincy/Weymouth, MA



Donald J. Cooke, PE, PTOE

Technical Advisor–Traffic | 35 years of experience

Don is VHB’s Corporate Service Leader for Transportation Systems. He is a highly experienced transportation engineer with a particular focus on managing significant urban transportation improvement projects.

Design-Build Experience

MassDOT, Route 79/I-195 Interchange

MassDOT, Route 44 over Route 24 Interchange

MassDOT, I-93 Fast 14 Accelerated Bridge Replacement

MassDOT, Commonwealth Avenue over I-90 Bridge Rehabilitation

MassDOT, All Electronic Tolling

Education

BS, Civil & Environmental Engineering, Clarkson University, 1985

Some post college, Transportation, Clarkson University

Registrations/ Certifications

Professional Engineer (Traffic), MA

Professional Traffic Operations Engineer

MassDOT, Route 79/I-195 Interchange, DB, Fall River, MA

Don worked on this \$228M DB project to design and construct the replacement of the Route 79/I-195 Interchange and the Phase II structural repairs and painting of the Braga Bridge. Don oversaw traffic signal design, temporary signal design for detour routes, traffic signal inventories, and field support for signal fine-tuning during construction. Along with the major interchange design, the project featured extensive public outreach and involvement, traffic operations and safety, including a Roadway Safety Audit, accelerated bridge design, and temporary traffic control/construction sequencing alternatives.

MassDOT, Route 44 over Route 24 Interchange, DB, Raynham, MA

Don is serving as Technical Advisor for this DB project to reconstruct the bridge carrying Route 44 over Route 24 in Raynham. The project includes the replacement of the existing structurally deficient structure, reconfiguration of the interchange ramp system, widening of Route 44 to accommodate bike lanes and sidewalks, and the construction of a new signalized intersection. Due to the heavily congested roadways involved and requirement to maintain existing traffic capacities throughout construction, the DB team will be using a superstructure lateral slide technique to minimize impacts and reduce overall construction duration.

MassDOT, Commonwealth Avenue over I-90 Bridge Rehabilitation, Boston, MA

Don managed VHB’s efforts related to development of the proposed approach to implement an accelerated bridge technique to reconstruct Commonwealth Avenue over I-90 in Boston. Don oversaw the development of a Temporary Traffic Control approach to address full closures of Commonwealth Avenue and I-90 (using crossovers) and associated on/off ramp closures. Don oversaw preparation of the relevant sections of the Base Technical Concept (BTC) and RFP as part of the DB procurement. He led VHB’s efforts related to traffic and highway design as well as stakeholder engagement.



Thomas Hennessy, PE

Structural/Bridge Design | 34 years of experience

Tom is a Senior Structural Engineer with extensive experience that includes steel, reinforced concrete, and prestressed concrete design, with a particular focus on complex bridges for state and municipal agencies. Tom is well versed in RIDOT policies and procedures and routinely serves as Structural Lead for bridge design projects.

Design-Build Experience

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Rehabilitation of the Wood River Valley Bridge

RIDOT Experience

Washington Pedestrian Bridge

Henderson Bridge No. 600

Providence Viaduct Bridge No. 578 Relocation/Replacement

Stillwater Viaduct Bridge Inspection and Rehabilitation

Education

BS, Civil Engineering, University of Massachusetts Lowell, 1986

Registrations/Certifications

Professional Engineer, RI

Professional Engineer (Structural), MA

Professional Engineer, CT

Professional Engineer, VA

NBIS Certified Bridge Inspector

OSHA 10-Hour Construction Safety and Health Certificate

RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) DB Replacement, Lincoln, RI

Tom is Design QC Manager responsible for the implementation of all design QC procedures and activities for all designs submitted by VHB, performing QC reviews for every design submittal, and monitoring RFI and shop drawing review coordination and staff assignment.

RIDOT, Reconstruction of the Route 6/10 Interchange, DB, Providence, RI

Tom is Senior Structural QC Reviewer for Broadway and Plainfield Street Bridges. He is also assisting with the structural design peer review of the 6/10 Connector Huntington Viaduct interchange that includes four ramps and the viaduct structure.

RIDOT, Rehabilitation of the Wood River Valley Bridge, DB, Hopkinton, RI

Tom is Design QC Manager for the Wood River Valley Bridge DB Rehabilitation. Responsibilities include implementation of all design QC procedures and activities for all designs submitted by VHB, performing QC reviews for every design submittal, and monitoring RFI and shop drawing review coordination and staff assignment.

RIDOT, Henderson Bridge No. 600, Providence & East Providence, RI

Tom is serving as Senior Structural Engineer responsible for designing and developing plans and specifications for the replacement of the Henderson Bridge. Tom worked closely with the structural team and other project disciplines to develop a new structure to meet traffic demands while reusing the existing in-river foundations.

RIDOT, I-95 Providence Viaduct Bridge No. 578 Relocation/Replacement, Providence, RI

As Lead Design Engineer, Tom was responsible for leading the design of the steel multiple girder superstructure and reinforced concrete substructure founded on steel H- piles. He coordinated with other project disciplines the complex construction phasing for the I-95 bridge and adjacent replacement ramp bridges.



Andrew Prezioso, PE

Structural/Bridge Design | 13 years of experience

Andrew is a Project Manager in VHB's Providence office. He is responsible for leading project teams through the design and preparation of contract documents for various structures projects. He has sound experience in the design of steel, reinforced concrete, and prestressed concrete structures. He is an NBIS certified bridge inspector with over a decade of bridge inspection experience of all types of structures and has the national accreditations for bridge and fracture critical member inspections. His specialties include complex bridge phasing and working with different engineering disciplines to deliver successful design and construction projects.

Design-Build Experience

RIDOT, Rehabilitation of the Wood River Valley Bridge

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Louisiquisset Pike Bridge Replacement

RIDOT Experience

Washington Pedestrian Bridge

Henderson Bridge Reconstruction

Replacement of Providence Viaduct Bridge No. 578

Stillwater Viaduct Bridge No. 278 Rehabilitation

Education

MS, Civil Engineering, University of Rhode Island, 2008

BS, Civil & Environmental Engineering, University of Rhode Island, 2005

Registrations/Certifications

OSHA 10-Hour Construction Safety and Health Certificate

Professional Engineer, RI

Professional Engineer, ME

Professional Engineer, CT

NBIS Certified Bridge Inspector

RIDOT, Rehabilitation of the Wood River Bridge, DB, Hopkinton, RI

Andrew was the Deputy Project Manager for the DB rehabilitation of this unique four-span continuous haunched concrete tee beam bridge carrying I-95 over the Wood River and Mechanic Street in Hopkinton. The project included a complete replacement of the deck surface and concrete bridge parapets, concrete underside repairs, and bearing replacement.

RIDOT, Reconstruction of the Route 6/10 Interchange, DB, Providence, RI

Andrew is a Structural Engineer for the \$270M Route 6/10 Interchange Reconstruction Project. He assisted with design of four bridges, including Westminster Street, Broadway, Plainfield Street, and Hartford Avenue. He is also providing structural design peer review of the 6/10 Connector Huntington Viaduct interchange that includes four ramps and the viaduct structure.

RIDOT, Henderson Bridge No. 600, Providence/East Providence, RI

Andrew is Deputy Project Manager and Bridge Lead for the reconstruction of the Henderson Bridge providing access between the Cities of Providence and East Providence. Andrew worked closely with structural engineers to design a new bridge that meets the traffic volume demands but also meets all applicable environmental and regulatory requirements for a bridge over a navigable crossing.

RIDOT, Washington Pedestrian Bridge, Providence and East Providence, RI

Andrew was a Project Engineer responsible for a rehabilitation inspection and subsequent repair plan schedule to document concrete repairs for this iconic concrete deck arch structure that was converted to a pedestrian/bicycle bridge. Andrew was also responsible for various design tasks which included a new concrete T-beam design to carry the proposed facility.



William Rauseo, PE, NBIS

Structural/Bridge Design | 10 years of experience

Will is a Structural Engineer in VHB's Providence office. His responsibilities include the review and preparation of final design documents and plans for diverse structures projects, assisting with the design calculations of various bridge components, and field inspections of existing structures. Will has been working on on-call routine and special bridge inspections for RIDOT for several years.

Design-Build Experience

RIDOT, Rehabilitation of the Wood River Valley Bridge

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT, Route 6/10 Interchange

RIDOT Experience

Henderson Bridge Replacement

Providence Viaduct Bridge No. 578

Washington Pedestrian Bridge

Stillwater Viaduct Bridge Inspection and Rehabilitation

Pleasant Valley Bridge No. 777 Rehabilitation

Pell Bridge Approach Ramps

On-Call Bridge Inspection

Education

BS, Civil & Environmental Engineering, University of Massachusetts Dartmouth, 2011

Registrations/ Certifications

Professional Engineer, RI

Professional Engineer, ME

NBIS Certified Bridge Inspector

OSHA 10-Hour Construction Safety and Health Certificate

RIDOT, Rehabilitation of the Wood River Valley Bridge, DB, Hopkinton, RI

Will is Lead Design Manager for the replacement of the Wood River Valley Bridge deck, barrier, and bearings. He managed the individual design tasks for the project and took ownership of the more complex design tasks including the bridge rating and jacking plate design. Will also coordinated all construction services.

RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) DB Replacement, Lincoln, RI

Will is Lead Design Manager and is overseeing all the design tasks on the project as well as performing design computations. He has remained in constant contact with the contractor to find solutions as issues during design and construction arise.

RIDOT, Route 6/10 Interchange, DB, Providence, RI

Will has been involved in the design, plan preparations, and review of the Hartford Avenue Bridge, Plainfield Street Bridge, Broadway Bridge, and Westminster Bridge. He has performed multimodal seismic analysis on both the Broadway and Westminster bridges as they are critical bridges that connect to the City of Providence.

RIDOT, Henderson Bridge Replacement, Providence and East Providence, RI

Will is a QA Reviewer for the replacement of the Henderson Bridge to design a smaller, more efficient bridge that will be more economical to maintain and better suited for traffic demands. He was responsible for reviewing the bridge planset volume for consistency with the design calculations, specifications, other discipline planset volumes and to ensure all pertinent information was provided.

RIDOT, Washington Pedestrian Bridge, Providence and East Providence, RI

Will assisted in the final plan preparation and was involved with the shop drawing review process.



Christopher Fay, PE, IMSA III

Detour Monitoring & Traffic Signal Fine-Tuning | 21 years of experience

Chris is a Senior Traffic Engineer/Task Manager in VHB's Providence office. He has extensive traffic engineering experience including the planning, design, operations and inspections of traffic signal systems, along with field troubleshooting and system fine-tuning. His traffic experience also includes traffic impact and access assessments, traffic simulation, parking studies, and the development of signing & striping plans along with work zone traffic control plans.

Design-Build Experience

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT, Rehabilitation of the Wood River Valley Bridge

RIDOT Experience

Washington Bridge No. 200

Reconstruction of Henderson Bridge

Stillwater Viaduct Bridge Inspection and Rehabilitation

Taunton Avenue Ramp CR-1 Bridge No. 463

Reconstruction of Two Mile Corner

Education

BS, Civil Engineering, University of Massachusetts, 1998

Registrations/Certifications

Professional Engineer (Civil), RI

Professional Engineer (Civil), CT

Professional Engineer, NC

International Municipal Signal Association – Certified Work Zone

International Municipal Signal Association – Certified Traffic Signal Senior Field Technician Level III

OSHA 10-Hour Construction Safety and Health Certificate

RIDOT, Reconstruction of the Route 6/10 Interchange, Design-Build, Providence, RI

Chris is a Senior Project Engineer for this \$270-million project that is using accelerated construction methods and involves replacing the structurally deficient bridges and elevated highway sections with at-grade connections, improving traffic patterns, neighborhood connectivity, and opening up land for development. Chris leads the traffic team that is responsible for the traffic signal design, field inventories and subsequent detour monitoring and traffic signal field fine-tuning during construction. The construction fine-tuning resulted in more efficient overall traffic signal operations to levels that exceeded pre-construction.

RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) Design-Build Replacement, Lincoln, RI

Chris is a Senior Project Engineer for the Louisquisset Pike Bridge Design-Build Replacement project for RIDOT. The bridge carries busy Route 146 over Route 116, and the project includes interchange reconfiguration and stormwater treatment improvements. He leads the traffic team that is responsible for the traffic signal design and field inventories.

RIDOT, Rehabilitation of the Wood River Valley Bridge, Design-Build, Hopkinton, RI

Chris is a Senior Project Engineer for a design-build rehabilitation project for the Wood River Valley Bridge, which carries I-95 over the Wood River and Mechanic Street in Hopkinton. He leads the traffic team that is responsible for the traffic signal design and traffic signal field fine-tuning during construction.

RIDOT, Reconstruction of Henderson Bridge, Providence, RI

Chris, Senior Project Engineer, leads the traffic team that was responsible for the traffic signal design and forthcoming traffic signal field fine-tuning during construction. This project involves a "road diet" which includes a new shared-use path and aesthetic lighting.



Amphone Soupharath

Traffic Modeling | 22 years of experience

As a Senior Transportation Consultant, Amphone has extensive experience in traffic operations and simulation, traffic studies, safety evaluations, and roundabouts. He provides technical support and guidance on roundabouts and traffic simulation modeling on a variety of public and private multimodal transportation improvement projects from Maine to Florida.

Design-Build Experience

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT, Rehabilitation of the Wood River Valley Bridge

RIDOT Experience

Washington Bridge No. 700

Reconstruction of Henderson Bridge

Pell Bridge Approach Ramps

I-95 Providence Viaduct Bridge No. 578

Pleasant Valley Bridge No. 777 Rehabilitation

I-195 (Iway) Relocation

Education

MS, Civil Engineering, University of Rhode Island, 1999

BS, Civil Engineering, University of Rhode Island, 1997

RIDOT, Reconstruction of the Route 6/10 Interchange, Design-Build, Providence, RI

Amphone is responsible for leading the development of the microsimulation model to evaluate the traffic impacts (travel times and back of queue) before, during, and after each construction phase for this \$270-million project that is using accelerated construction methods and involves replacing the structurally deficient bridges and elevated highway sections with at-grade connections, improving traffic patterns, neighborhood connectivity, and opening up land for development.

RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) Design-Build Replacement, Lincoln, RI

Amphone is responsible for leading the development of the microsimulation model to evaluate the traffic impacts (travel times and back of queue) before, during, and after each construction phase. The project includes interchange reconfiguration and stormwater treatment improvements.

RIDOT, Washington Bridge No. 700, Providence & East Providence, RI

Amphone is responsible for leading the development of the microsimulation model in support of the benefit cost analysis (BCA) used in the BUILD grant for the project. VHB developed detailed traffic analysis for various alternatives and supported RIDOT in understanding the travel time benefits for each to help identify the alternative with the highest benefit to cost ratio.

RIDOT, Reconstruction of Henderson Bridge, Providence, RI

Amphone is responsible for leading the development of the microsimulation model to evaluating the traffic impacts (travel times and back of queue) before, during, and after each construction phase. This project involves a “road diet”, which includes a new shared-use path and aesthetic lighting and architectural elements similar to the linear park on the Washington Bridge, which was also designed by VHB.



Matthew Lomas, PE

Transportation Management Plan | 16 years of experience

Matt is a Senior Project Engineer in VHB's Traffic Engineering Group in the Providence office with experience in various phases of highway and traffic engineering. His highway experience includes roadway geometric design, roundabout geometric design, guardrail design and closed drainage system design. His traffic experience includes traffic data collection, traffic impact assessments, traffic simulation/analysis and traffic signal design/field services.

Design-Build Experience

RIDOT, Reconstruction of the Route 6/10 Interchange

RIDOT, Louisquisset Pike Bridge Replacement

RIDOT, Rehabilitation of the Wood River Valley Bridge

RIDOT Experience

Reconstruction of Henderson Bridge

Providence Viaduct Final Design

East Shore Expressway Bridge No. 475/McCormick Bridge No. 476

Replacement of I-95 Pawtucket River Bridge No. 550

Two Mile Corner Reconstruction

RIDOT, Reconstruction of the Route 6/10 Interchange, Design-Build, Providence, RI

Matt is a Senior Project Engineer responsible for the development of the Transportation Management Plan (TMP), design of the temporary traffic signals, permanent traffic signals and fine tuning the traffic signals within the project limits during construction for this \$270-million project.

RIDOT, Louisquisset Pike Bridge (Route 146 over Route 116) Design-Build Replacement, Lincoln, RI

Matt is a Senior Project Engineer responsible for the development of the TMP, design of the coordinated traffic signals, signing and striping plans and the traffic control plans. The bridge carries busy Route 146 over Route 116, and the project includes interchange reconfiguration and stormwater treatment improvements.

RIDOT, Rehabilitation of the Wood River Valley Bridge, Design-Build, Hopkinton, RI

Matt is a Senior Project Engineer responsible for the development of the TMP, design of the temporary traffic signal, signing and striping plans and the traffic control plans.

Education

BS, Civil Engineering, Roger Williams University, 2004

Registrations/ Certifications

Professional Engineer, RI

International Municipal Signal Association – Certified Work Zone

International Municipal Signal Association – Certified Traffic Signal Level I

OSHA 10-Hour Construction Safety and Health Certificate

RIDOT, Reconstruction of Henderson Bridge, Providence, RI

Matt is a Senior Project Engineer responsible for the development of the TMP, signing and striping plans, design of the temporary traffic signals, design of the pedestrian hybrid beacon, otherwise known as a HAWK (High-Intensity Activated Crosswalk), for the shared-use path crossing. This project involves a "road diet" on the Henderson Bridge, which includes a new shared-use path and aesthetic lighting and architectural elements similar to the linear park on the Washington Bridge, which was also designed by VHB, and the elimination of the existing highway ramp system and bridges for the construction of multilane roundabout. The construction of the multilane roundabout will not only provide improved connectivity for vehicles, bicyclists and pedestrians but will also open areas for future redevelopment.



William Ladd, PE

Geotechnical | 34 years of experience

Design-Build Experience

RIDOT, I-95 North and South at Toll Gate and Centerville Roads Bridges

RIDOT, I-295 Contract 2

RIDOT, Pawtucket Commuter Rail Station

Laurel Avenue Bridge

RIDOT Experience

Washington Bridge No. 200

Henderson Bridge

Route 37 Bridges

Providence Viaduct Bridge No. 578

Blackstone River Bikeway Albion Bridge and Ashton Bridge

Education

BS, Civil and Environmental Engineering, University of Rhode Island, 1987

Registrations/Certifications

Professional Engineer, RI

Bill has worked on a variety of geotechnical, geo-civil and waterfront/marine engineering projects. He has provided foundation investigations, recommendations and designs for numerous bridge and highway projects, including structures supported on shallow foundations, driven or drilled piles, and drilled shafts. Projects have included ground improvement recommendations, design of deep pile supported foundations, rock anchors for uplift capacity, slope stability analyses, liquefaction and settlement analyses, and design of retaining walls and bulkheads, cofferdams and other earth support systems for both marine and land-based projects. He has extensive field experience conducting geotechnical investigations and in situ soil testing, monitoring construction activities such as pile driving, earthwork and pile load tests, and drilled shaft installation and testing.

RIDOT, Henderson Bridge Reconstruction, Providence/East Providence, RI

Geotechnical Project Manager prepared and carried out a supplemental boring program, developing geotechnical data and geotechnical interpretive reports, evaluating existing pile foundations, designing driven pile foundations, designing ground improvement to mitigate settlement of abutments, and preparing job specific specifications.

RIDOT, Route 37 Bridges (Bridge Group 51A), Cranston and Warwick, RI

Geotechnical Project Manager performed site investigations and provided geotechnical data and interpretive reports for the design of repairs and replacement of several bridges along Route 37.

RIDOT, Washington Bridge No. 200 Reconstruction, Providence, RI

Geotechnical Project Manager conducted test borings and designed the drilled shaft rock socket lengths for the foundation elements, and provided full-time monitoring of the installation and load tests, including seismic monitoring during the various construction activities, and instrumentation of the existing structure.

RIDOT, Replacement of Providence Viaduct Bridge No. 578, Final Design, Providence, RI

Geotechnical Project Manager monitored the installation of over 500 steel H-Piles which ranged between 120 and 160 feet in length, the static and dynamic testing program, the installation of a soil nail wall which supports the I-95 north abutment's approach, and seismic monitoring during pile and sheet pile installation.





Scott Thompson

Bridge Superintendent | 15 years of experience

As a Structural Steel Superintendent/PM for Aetna Bridge Company, Scott's responsibilities include the preparation of construction and erection schemes, coordination with subcontractors and vendors, ensuring material and work is in accordance with project specifications, and oversight of jobsite safety. Scott supervises trade employees during the execution of daily operations, produces cost and progress reports, develops cost projections and estimates, maintains the project schedule, and ensures quality control. Scott communicates and works closely with project owners and Resident Engineers, and on DB projects, Scott also coordinates with the members of the Design Team.

Design-Build Experience

RIDOT 6/10 Interchange
MassDOT Route 79/I-195 Interchange & Braga Bridge

RIDOT Experience

Henderson Bridge Navigation Repairs
Immediate Needs Steel Repairs at 7 Bridges Contract 2

Education

BS Civil Engineering, University of Rhode Island

Registrations/ Certifications

American Institute of Steel Construction – Advanced Certified Steel Erector
OSHA 30 – Management/Supervisory
ATSSA Work Zone Safety Training – Supervisor
OSHA Crane Safety Training 1.1
Aerial Lift & Forklift Safety Training

RIDOT, Route 6/10 Interchange, DB Project, Providence, RI (\$270M)

Route 6/10 Interchange is a DB project to replace nine bridges, add a link between Route 10 North and Route 6 West, and reduce traffic and improve connectivity in the surrounding neighborhoods. The work includes construction of shared-use paths for bicycles and pedestrians and will lower Route 10 Southbound to the level of the existing Route 10 Northbound. Scott is the Structural Steel Superintendent responsible for the erection of 8 million pounds of steel, to construct 9 bridges on the project.

MassDOT, Route 79/I-195 Interchange & Braga Bridge, DB Project, Fall River, MA (\$228M)

Aetna Bridge's \$30M portion of this project consisted of rehabilitation of the 4,000' long truss bridge over the Taunton River. The most complex operation on this project was the heavy lift of the fail-safe catcher beams at the five "Pin and Hanger" connections in the girder spans. The catcher beam assembly was lifted with the use of eight (8) strand jacks that were mounted on the road deck above. Other work on the project included extensive maintenance and protection of traffic on Interstate Route I-195 including setting 91,000 LF temporary median barrier. As Structural Steel Superintendent, Scott was instrumental in Aetna Bridge being awarded the national American General Contractor's (AGC) Safety Excellence Award (2nd Place Nationwide).

RIDOT, Navigation Repairs Henderson Bridge, East Providence, RI (\$2.5M)

The work included extensive structural steel repairs, painting, removal and disposal of treated timber fender system, installation of treated timber wales and piles, removal of existing and installation of new navigational lights and electrical equipment.



Michael Ferreira

Civil Superintendent | 33 years of experience

Design-Build Experience

RIDOT 6/10 Interchange
MassDOT Route 79/I-195 Interchange & Braga Bridge

Education

BA, Bridgewater State College

Registrations/ Certifications

OSHA 30 – Construction Management/Supervisory
Emergency First Aid & CPR
OSHA HazMat Certification
Confined Space Entry & Attendant
OSHA Fall Protection
OSHA Trench Safety

Michael is a skilled Superintendent with more than 30 years of heavy construction experience in ever-increasing roles of management responsibility. He is currently completing work for RIDOT on the 6/10 Interchange Design-Build project as the Project's Civil Superintendent. He also recently performed as Civil Superintendent for MassDOT's Route 79/I-195 & Braga Bridge Design-Build project. Mike specializes in projects with complex traffic control performed in urban work zone settings.

RIDOT, Route 6/10 Interchange, Design-Build Project, Providence, RI (\$270M)

Mike is the Civil Superintendent for the reconstruction of the Route 6/10 Interchange, a Design-Build project to replace nine bridges, add a link between Route 10 North and Route 6 West, and reduce traffic and improve connectivity in the surrounding neighborhoods. The work includes construction of shared-use paths for bicycles and pedestrians and will lower Route 10 Southbound to the level of the existing Route 10 Northbound.

MassDOT, Route 79/I-195 Interchange & Braga Bridge, Design-Build Project, Fall River, MA (\$228M)

Route 79 was one of MassDOT's "mega projects" as part of the \$3-billion bridge rebuilding program. This multi-award winning project included the design and reconstruction of the interchange of Route 79 and I-195; removal of the entire two-level Route 79 viaduct and nine associated highway ramps; construction of a new at-grade roadway system and intersections; the reconstruction/rehabilitation of four bridges; and structural repairs of the I-195 EB and WB Braga Bridge over the Taunton River and Route 79. As Civil Superintendent, Mike was responsible for managing the utility, road and paving construction teams and was instrumental in bringing this very challenging project to successful completion 211 days ahead of schedule.

MWRA North Dorchester Bay CSO Storage Tunnel, Boston, MA (\$148M)

This tunnel project involved drilling and lining a two-mile-long, 20-foot diameter tunnel at depths of 30 to 50 feet below South Boston, and construction of the mining and receiving shafts in two South Boston neighborhoods. As the Project's Assistant Superintendent, Mike was responsible for assisting in overseeing Project Construction Operations, scheduling and coordinating work in the field, and monitoring the project's progress and work quality.



DESIGN-BUILD SERVICES FOR
BRIDGE GROUP 57T-10

I-195

WASHINGTON BRIDGE NORTH

PHASE 2 | PROVIDENCE AND EAST PROVIDENCE, RI

B Appendix B

Traffic Management Plan



EXHIBIT 4C

**LEVEL 1
 TRANSPORTATION
 MANAGEMENT
 PLAN**

**SIGNIFICANT
 PROJECT**

Project Name: Bridge Group 57T-10: Interstate 195 West/
 Washington Bridge No. 700 - Phase 2

RI Design Contract No(s): 2014-EB-003

RI Construction Contract No(s): 2020-DB-022

Municipalities: CITY: Providence/East Providence
 COUNTY: Providence

Submission: Conceptual **Date:** 29-Jun-2021

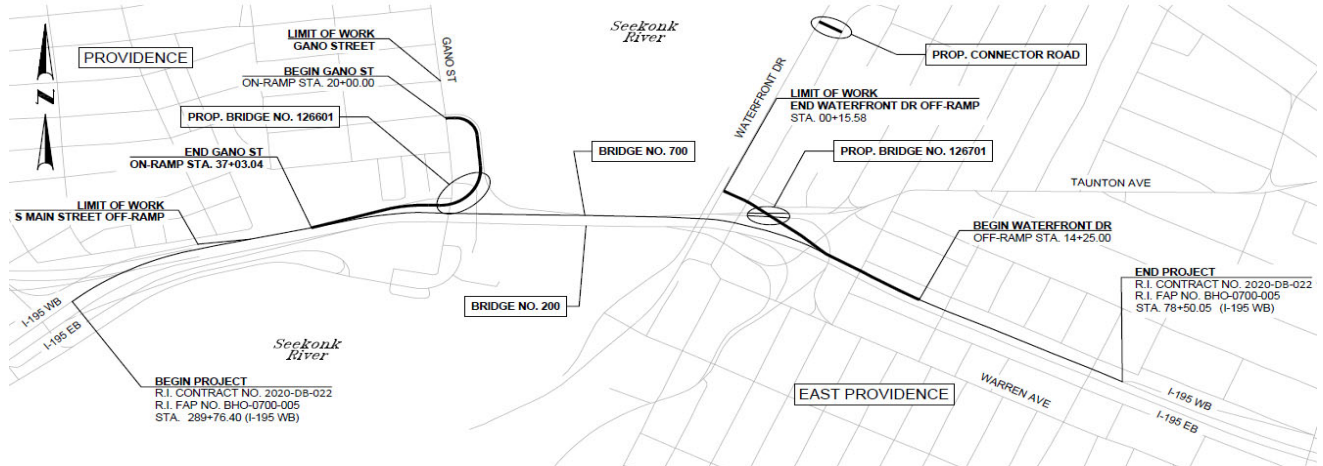


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TMP ROLES AND RESPONSIBILITIES

TMP Development Managers

Project design managers who oversee the development of this TMP

RIDOT
Name: Anthony M. Pompei, P.E., PMP
Title: Project Manager II
Unit: Division of Project Management
Office Phone: 401-265-4500
Mobile Phone: _____
E-Mail: anthony.pompei@dot.ri.gov

CONSULTANT
Name: _____
Title: _____
Company/Unit: _____
Office Phone: _____
Mobile Phone: _____
E-Mail: _____

TMP Implementation Managers

Project construction managers with the primary responsibility & authority for implementation of this TMP

RIDOT
Name: TBD*
Title: _____
Unit: _____
Office Phone: _____
Mobile Phone: _____
E-Mail: _____

CONTRACTOR
Name: TBD*
Title: _____
Company/Unit: _____
Office Phone: _____
Mobile Phone: _____
E-Mail: _____

TMP Implementation Task Leaders

Other parties responsible for completing specific transportation management tasks required by this TMP

NAME / TITLE (if individual is named)	COMPANY / UNIT	PHONE	E-MAIL
	RIDOT / TMC	401-222-5826	tmc_operations@dot.ri.gov
Task Description / Responsibilities:	To be contacted via RIDOT notification form (FAX to 222-4225 / 222-5640) min. 48 hours prior to the implementation of lane closures and detours. Will update RIDOT 511 system as necessary.		
	RIDOT / Communications	401-222-1362	webmaster@dot.ri.gov
Task Description / Responsibilities:	To be contacted via RIDOT notification form (FAX to 222-3905) min. 48 hours prior to the implementation of lane closures and detours. Will update/issue RIDOT travel advisories web site / news releases as necessary.		
	RIDOT / Customer Service	401-222-2450	CustomerService@dot.ri.gov
Task Description / Responsibilities:	To be contacted via RIDOT notification form (FAX to 222-5648) min. 48 hours prior to the implementation of lane closures and detours. If necessary, will assist in coordinating the strategies included in the Public Information Plan.		
Task Description / Responsibilities:			

TMP Implementation Task Leaders (continued)

NAME / TITLE (if individual is named)	COMPANY / UNIT	PHONE	E-MAIL
Task Description / Responsibilities:			
Task Description / Responsibilities:			
Task Description / Responsibilities:			

TMP Stakeholder Contacts

TMP Stakeholders to be consulted or coordinated with during the work

NAME / TITLE (if individual is named)	COMPANY / UNIT	PHONE	E-MAIL
Mr. William Bombard	City Engineer	City of Providence	401-467-7950
Role / Notification/Consultation Requirements:			Wbombard@providenceri.gov
Mr. Natale D. Urso	Traffic Engineer	City of Providence	401-467-7950
Role / Notification/Consultation Requirements:			Nurso@providenceri.gov
Mr. Erik Skadberg	City Engineer	City of East Providence	401-435-7500
Role / Notification/Consultation Requirements:			ESkadberg@cityofeastprov.com
Mr. Robert Walker	Superintendent	City of East Providence	401-435-7500
Role / Notification/Consultation Requirements:			rwalker@cityofeastprov.com
Role / Notification/Consultation Requirements:			
Role / Notification/Consultation Requirements:			
Role / Notification/Consultation Requirements:			

Emergency Service Contacts

Emergency service agencies/providers expected to be impacted by the project work zones

NAME / TITLE (if individual is named)	AGENCY / UNIT	PHONE	E-MAIL
Police Chief Hugh Clements	Police Chief	Providence Police Dept.	401 243-6401
Special Details / Requirements:			hclements@providenceri.gov
Steven Pare'	Acting Fire Chief	Providence Fire Department	401 274-3348
Special Details / Requirements:			spare@providenceri.gov
Police Chief William Nebus	Police Chief	E. Providence Police Dept.	401-435-7600
Special Details / Requirements:			wnebus@cityofeastprov.com
Captain Kenneth Botelho	Fire Marshal	E. Providence Fire Dept.	401-435-7600
Special Details / Requirements:			kbotelho@eastprovfire.com
Special Details / Requirements:			
Special Details / Requirements:			

PROJECT INFORMATION

Brief Project Description

The Washington Bridge Rehabilitation and Redevelopment Project will consist of rehabilitation of the existing westbound superstructure of the Washington Bridge, and partial reconstruction of the adjacent ramp structures to the east and west of the Washington Bridge. Ramp reconstruction will include modifications to the Taunton Avenue WB On-ramp to I-195, Veterans Memorial Parkway WB On-ramp to I-195, I-195 WB Off-ramp to Gano Street, and replacement of Gano Street WB On-ramp to I-195 in a new and improved alignment. The Project also includes construction of a new I-195 Westbound Off-ramp to Waterfront Drive, providing direct access to the Henderson Bridge and the East Side. The construction of the new off-ramp will cause Valley Street to be closed permanently between Taunton Avenue and Warren Avenue.

A minimum of 4 (four) travel lanes will be maintained on the Washington Bridge at all times, along I-195 Westbound during reconstruction. The existing 5 (five) travel lanes along I-195 Eastbound will be maintained during reconstruction.

All on-/off-ramps, on both sides of the bridge will remain open during reconstruction, with exception of the I-195 Westbound Off-ramp to Gano Street, which will closed and/or partially closed to traffic during two stages of the construction (see Construction Staging, and Detour Plans for details).

The last phase of the Project will consist of repaving and restriping the limits of I-195 East and west, the on-/ off-ramps, and all approaches to remove all temporary pavement markings installed during construction.

General Work Limits

General Work Limits are as follows:

I-195 East and West (from Potter Street to Broadway) - Reconstruction of the median barrier.

I-195 West (Washington Bridge, from Broadway to Point Park Pedestrian Bridge) - Bridge rehab will take place in 6 stages:

- Stage 1A and 1B - Southern most lane of the Bridge
- Stage 2 - 2nd southern most lane of the Bridge
- Stage 3 - Center lane of the Bridge
- Stage 4A and 4B - Northern most lane of the Bridge
- Stage 5 - 2nd northern most lane of the Bridge

Ramps - Widening and realignment of ramps. The following ramps will be partially or completely closed (both short-term and/or long-term during construction (See Work Zone Locations):

- Taunton Avenue On-ramp to I-195 West
- Veterans Memorial Parkway On-ramp to I-195 West
- I-195 West Off-ramp to Gano Street
- Gano Street On-ramp to I-195 West

WORK ZONE LOCATIONS			
ROADWAY NAME or INTERSECTION	FROM	TO	APPROX. LENGTH
Interstate I-195 WB - Washington Bridge	Point Park Pedestrian Bridge	Broadway	1.3 mi
Interstate I-195 EB - Left Shoulder	Potter Street	Broadway	3000 ft
Taunton Avenue WB On-ramp to I-195	South Brow Street	Waterfront Drive	600 ft
Veterans Memorial Pkwy WB On-ramp to I-195	South Brow Street	Waterfront Drive	600 ft
I-195 WB Off-ramp to Gano Street	Ramp Gore Area	Schofield Street	300 ft
Gano Street WB On-ramp to I-195	Ramp Gore Area	Gano Street	300 ft
Valley Street	Warren Avenue	North Brow Street	2000 ft
Waterfront Drive	Warren Avenue	North Brow Street	2000 ft
Gano Street	East Transit Street	Wickenden Street	600 ft

General Project Schedule & Construction Sequence*

GENERAL PROJECT SCHEDULE

Design/Build NTP is tentatively scheduled for July 2021 and its construction is expected to be substantially complete by the end of 2025.

SUGGESTED SEQUENCE OF CONSTRUCTION

See Plans and Construction Sequence summary (attached to TMP) for proposed construction sequencing and lane configurations.

* At various times during construction, activities including but not limited to: site preparation, substructure related work, overhead and ground mounted sign installation, mobilization, and paving operations, will be taking place. Traffic Control Typical Details Plan and Detour Plans shall be used as traffic control for these activities.

**Any variation to this suggested sequence of construction shall be approved by RIDOT.

MILESTONES/COMPLETION DATES

To be provided once Construction Schedule with the Contractor's Sequence of Construction has been submitted and accepted by RIDOT.

Ramp Closures

- Veterans Memorial Parkway (Ramp DR-2): 1 day
- Taunton Avenue (Ramp M): 1 day
- Gano Street Off-Ramp: 62 days

See Construction Sequence Summary for details.

*The information in this section is not intended to and shall not supersede the approved schedule and milestone/completion dates for the project.

OTHER ACTIVITIES IN PROJECT VICINITY WITH POTENTIAL FOR CAUSING SIGNIFICANT CUMULATIVE IMPACTS

ACTIVITY	DETAILS / DATES / LOCATIONS
I-95 Providence Viaduct Northbound	Upstream location/2020-2025 /I-95
Henderson Bridge	Adjacent detour routes/2020-2024/Henderson Bridge
Washington Bridge Toll Gantry Installation	Installation of toll gantry at the west end of the project, between the existing VMS sign and the India Point Pedestrian Bridge

TRAFFIC CONDITIONS PRIOR TO START OF WORK

Traffic Data

GENERAL TRAFFIC DATA

	<u>AADT</u>	<u>Posted Speed</u>	<u>%HV</u>	<u>K Value</u>	<u>DHV</u>
I-195 Westbound (Washington Bridge)	96500	50 MPH	5%	8.1%	7860
I-195 Eastbound (Washington Bridge)	107500	45 MPH	4%	9.6%	10270
I-195 WB Off-ramp to Gano Street	3400	25 MPH	3%	4.7%	160
Gano Street WB On-ramp to I-195	10300	NA	4%	4.2%	430
Taunton Avenue WB On-ramp to I-195	13600	20 MPH	3%	8.5%	1160
Veterans Memorial PKWY WB On-ramp to I-195	11500	40 MPH	3%	9.5%	1090
Broadway WB On-ramp to I-195	6300	NA	3%	7.5%	470
Pawtucket Avenue WB On-Ramp to I-195	10800	NA	3%	6.9%	740

Existing queue lengths have been estimated with VISSIM (provided with proposal) and will be summarized in a appendix to the Final TMP once NTP is provided.

Intersection Control

Major intersections that are directly or indirectly impacted by the project are listed below. Any available data (signal inventory, traffic counts, etc.) can be provided upon request of the TMP Implementation Manager. All intersections listed below operate under signal control, unless otherwise noted.

MAJOR INTERSECTIONS IMPACTED BY CONSTRUCTION:

- Summit Street at Taunton Avenue (unsignalized)
- Walnut Street/Porter Street at Taunton Avenue (unsignalized)
- Valley Street at Taunton Avenue (unsignalized)
- Trenton Street/Gano Street WB Off-ramp at Gano Street
- Gano Street at Gano Street WB On-ramp (unsignalized)
- South Main Street WB Off-ramp at Pike Street (unsignalized)

MAJOR INTERSECTIONS IMPACTED BY DETOUR ROUTES:

Taunton Avenue WB On-ramp to I-195 Closure Detour: Short-Term Closure

- Pawtucket Avenue at Taunton Avenue
- Waterman Avenue at Pawtucket Avenue
- Pawtucket Avenue WB On-ramp at Pawtucket Avenue (unsignalized)
- Taunton Avenue/Waterman Avenue at Broadway
- John Street at Waterman Avenue (unsignalized)
- John Street at Taunton Avenue (unsignalized)
- Broadway WB Off-ramp/WB On-ramp at Broadway
- Warren Avenue at Waterfront Drive (unsignalized)
- Veterans Memorial Parkway WB On-ramp at Warren Avenue (unsignalized)

Veterans Memorial Parkway WB On-ramp to I-195 Closure Detour - Potential Temporary Closure

Veterans Memorial Parkway at Pawtucket Avenue
 Wampanoag Trail at Pawtucket Avenue
 Warren Avenue at Pawtucket Avenue
 Pawtucket Avenue WB On-ramp at Pawtucket Avenue (unsignalized)
 Veterans Memorial Parkway at South Broadway (unsignalized)
 Warren Avenue at South Broadway
 Broadway WB Off-ramp/WB On-ramp at Broadway
 Mauran Avenue at Veterans Memorial Parkway (unsignalized)
 Burgess Avenue at Mauran Avenue (unsignalized)
 Burgess Avenue at Warren Avenue (unsignalized)
 Lyon Avenue at Warren Avenue
 Warren Avenue at South Broadway

I-195 WB Off-ramp to Gano Street Closure Detour

South Main Street WB Off-ramp at Pike Street (unsignalized)
 Pike Street at South Water Street (unsignalized)
 South Water Street at India Street (unsignalized)
 Gano Street/India Street EB Off-ramp at India Street
 India Street at Gano Street (unsignalized)

Crash Data

Location	Total Crashes	Fatal (K)	Serious Injury (A)	Injury (B)	Suspected Injury	PDO(O)
I-195 WB within project limits	475	0	0	5	92	378
I-195 EB within project limits	236	0	0	4	45	187

Location	Total Crashes	Rear End	Sideswipe	Single Vehicle	Other
I-195 WB within project limits	475	364	92	18	1
I-195 EB within project limits	236	140	70	26	0

Majority of the crashes are resulting from congestion, weaving and relative short distance between ramps.

Source: RIDOT Crash Data (2016-2019)

Local Community Issues and Concerns

To be provided after public meeting/stakeholder meeting feedback.

All work including, but not limited to, detours, lane closures, parking restrictions, traffic signal timing adjustments, and flaggers/police details shall be coordinated with the stakeholders. Stakeholders shall include the Cities of Providence and East Providence DPW, City Engineer, Traffic Engineer, Police Chief, Fire Chief/Marshal, Parking Administrator, Emergency Responders, etc., and all other impacted business owners/property owners.

EXPECTED TRAFFIC CONDITIONS DURING THE WORK

Traffic Data

Projected travel delays and vehicle queues have been estimated for all stages of construction listed in this TMP based on the preliminary VISSIM microsimulation and SYNCHRO models. Public awareness campaign should be implemented during each stage of construction to reduce peak hour traffic volumes by encouraging the use of alternate routes and adjusting commuting times. VISSIM and SYNCHRO models have been provided as part of the proposal submission. Documentation will be provided as part of the Final TMP submission after Notice to Proceed.

Staging Overview

Stage 1A/1B

I-195 West Lane Restrictions – Stage 1A consists of installation of a new attenuator at the Gano Street Off-Ramp. There will be no lane restrictions. Stage 1B consists of work on the high-speed lane (Lane 1) on Washington Bridge, construction of the new Waterfront Drive Off-Ramp, and reconstruction of median barrier. There will be the following restrictions:

- I-195 West Approach to Washington Bridge: No lane restrictions. Additional 4th lane provided between Broadway which will drop near Potter Street overpass.
- Washington Bridge: Restricted from 5 lanes to 4 lanes. 3 lanes from I-195 West and 1 lane from Taunton Ave/Vets Memorial Parkway ramps. Taunton Avenue and Vets Memorial Parkway will merge (Vets Memorial Parkway on YIELD) prior to merging with I-195.
- During allowable work hours listed in the General Restrictions Chart. These restrictions are based on traffic volumes provided in the RFP and are based on the 1,600 vehicles/lane/hour threshold set in the RFP.

Ramp Closures - Stage 1B includes the following ramp closures:

- Taunton Avenue - 1-day closure to tie in realigned ramp
- Vets Memorial Parkway Avenue - 1-day closure to tie in realigned ramp
- Gano Street - None

Stage 2

I-195 West Lane Restrictions - Stage 2 consists of work on Lane 2 on Washington Bridge and construction of the new Waterfront Drive Off-Ramp. There will be the following restrictions:

- I-195 West Approach to Washington Bridge: No lane restrictions. Additional 4th lane provided between Broadway which will drop near Potter Street overpass.
- Washington Bridge: Restricted from 5 lanes to 4 lanes. 3 lanes from I-195 West and 1 lane from Taunton Ave/Vets Memorial Parkway ramps. Taunton Avenue and Vets Memorial Parkway will merge (Vets Memorial Parkway on YIELD) prior to merging with I-195.
- During allowable work hours listed in the General Restrictions Chart. These restrictions are based on traffic volumes provided in the RFP and are based on the 1,600 vehicles/lane/hour threshold set in the RFP.

Ramp Closures - Stage 2 includes the following ramp closures:

- Taunton Avenue - None
- Vets Memorial Parkway Avenue - None
- Gano Street - None

Stage 3

I-195 West Lane Restrictions - Stage 3 consists of work on Lane 3 on Washington Bridge. There will be the following restrictions:

- I-195 West Approach to Washington Bridge: No lane restrictions. Additional 4th lane provided between Broadway which will drop at the new Waterfront Drive off-ramp.
- Washington Bridge: Restricted from 5 lanes to 4 lanes. 3 lanes from I-195 West and 1 lane from Taunton Ave/Vets Memorial Parkway ramps. Taunton Avenue and Vets Memorial Parkway will merge (Vets Memorial Parkway on YIELD) prior to merging with I-195.
- During allowable work hours listed in the General Restrictions Chart. These restrictions are based on traffic volumes provided in the RFP and are based on the 1,600 vehicles/lane/hour threshold set in the RFP.

Ramp Closures - Stage 3 includes the following ramp closures:

- Taunton Avenue - None
- Vets Memorial Parkway Avenue - None
- Gano Street - None

I-195 West Lane Restrictions - Stage 4A/4B consists of work on the low speed lane (Lane 5) on Washington Bridge and construction of relocated Gano Street on-ramp. There will be the following restrictions:

- I-195 West Approach to Washington Bridge: No lane restrictions. Additional 4th lane provided between Broadway which will drop at the new Waterfront Drive off-ramp.
- Washington Bridge: Restricted from 5 lanes to 4 lanes. 3 lanes from I-195 West and 1 lane from Taunton Ave/Vets Memorial Parkway ramps. Taunton Avenue and Vets Memorial Parkway will merge (Vets Memorial Parkway on YIELD) prior to merging with I-195.
- During allowable work hours listed in the General Restrictions Chart. These restrictions are based on traffic volumes provided in the RFP and are based on the 1,600 vehicles/lane/hour threshold set in the RFP.

Ramp Closures - Stage 4A includes the following ramp closures:

- Taunton Avenue - None
- Vets Memorial Parkway Avenue - None
- Gano Street - Ramp will be closed for 62 days of the total duration of the stage.

No ramp closures are needed for Stage 4B

Stage 5

I-195 West Lane Restrictions - Stage 5 consists of work on Lane 4 on Washington Bridge and construction of relocated Gano Street on-ramp. There will be the following restrictions:

- I-195 West Approach to Washington Bridge: No lane restrictions. Additional 4th lane provided between Broadway which will drop at the new Waterfront Drive off-ramp.
- Washington Bridge: Restricted from 5 lanes to 4 lanes. 3 lanes from I-195 West and 1 lane from Taunton Ave/Vets Memorial Parkway ramps. Taunton Avenue and Vets Memorial Parkway will merge (Vets Memorial Parkway on YIELD) prior to merging with I-195.
- During allowable work hours listed in the General Restrictions Chart. These restrictions are based on traffic volumes provided in the RFP and are based on the 1,600 vehicles/lane/hour threshold set in the RFP.

Ramp Closures - Stage 5 includes the following ramp closures:

- Taunton Avenue - None
- Vets Memorial Parkway Avenue - None
- Gano Street - Ramp will be open but traffic will be restricted from I-195 West due to work zone along Lane 4.

Primary and secondary detour routes were identified and proposed operations were preliminary analyzed. The primary detour route will be signed and monitored. Any secondary detour routes listed will be monitored only. Signal timing adjustments will be made real-time once the detours are in place and continually monitored for performance. See attached Traffic Signal Field Inventory graphic for a list of intersections to be monitored. Existing operational deficiencies have been flagged for RIDOT and City of Providence/East Providence to address prior to detours.

Operations

I-195 West - Based on a preliminary VISSIM analysis, queues will extend to Exit 1 in Massachusetts. This queue is comparable for the staging listed in the BTC and our proposed staging as both alternatives provide same number of lanes/weaving distance, etc.

Local Roads - Signal timings for all intersections shown in the attached Traffic Signal Inventory graphic will be fine-tuned. Broadway intersections with Warren Avenue and I-195 West ramps will be coordinated using GPS units to mitigate queues from extending between these closely spaced intersections.

Anticipated Demands from Other Activities in Vicinity of Project

To be provided after public meeting/stakeholder meeting feedback. Stakeholders include, but are not limited to the following:

-Other Events (see Cities of Providence and East Providence Event Schedules and coordinate with Cities' DPW, City Engineer, Traffic Engineer, Police Chief, Fire Chief/Marshal, Parking Administrator, Emergency Responders, etc.)

TRAFFIC-RELATED WORK RESTRICTIONS

General Restrictions

See attached tables (Attachments A-K) entitled "Minimum Number of Lanes & Shoulders to Remain Open to Traffic". Road closures, partial road closures, sidewalk closings, or any kind of road obstruction on City streets (Local Roads) shall be coordinated with the City DPW and Traffic Engineer. These restrictions were based on hourly traffic volumes as shown in Attachment M.

At no time during construction shall the number of travel lanes or the width of travel lanes on I-195 be reduced to less than existing conditions unless specified in Attachments to the TMP or as approved by RIDOT.

When it is necessary to close or restrict a ramp within project limits, the closure or restriction will only be allowed during time periods as specified in attachments to the TMP.

Any unauthorized (i.e. without written approval from the RIDOT) restrictions of a travel lane or shoulder (even for short-term deliveries or access) or unauthorized durations in excess of the requirements listed in the General Restrictions Charts included as an attachment to the TMP shall be subject to penalties specified in Part 2 of the RFP.

In accordance with TAC - 0350, "All full closures, splits, or shifts shall be scheduled to begin on Friday or Saturday night as determined by the TMP to allow motoring public time to adjust to new travel patterns while allowing RIDOT the opportunity to evaluate its success. Construction work can commence on the Monday following the evaluation period."

Any exceptions to this Lane Closure/Lane Split Coordination Policy must be approved by the Senior Management of Department.

Holiday Restrictions

During the Holiday Restrictions noted below, no deliveries of materials and/or equipment that impact traffic on adjacent roadways shall occur, unless approved in advance by RIDOT. No lane and/or shoulder closures allowed after 13:00 on the Friday preceding a holiday weekend.

EASTER SUNDAY

No lane and/or shoulder closures allowed on Saturday.

No Lane and/or shoulder closures allowed on Sunday until 22:00 (after 22:00 General Restrictions shall apply).

NEW YEAR'S DAY, INDEPENDENCE DAY & CHRISTMAS DAY

No lane and/or shoulder closures allowed after 13:00 on the day before the holiday.

No lane and/or shoulder closures allowed on the holiday.

VETERANS DAY

No lane and/or shoulder closures allowed after 13:00 on the day before the holiday.

No lane and/or shoulder closures allowed on Veterans Day until 22:00 (after 22:00 General Restrictions shall apply).

DR. MARTIN LUTHER KING JR., MEMORIAL DAY, VICTORY DAY, LABOR DAY, & COLUMBUS DAY

No lane and/or shoulder closures allowed on Saturday and Sunday.

No lane and/or shoulder closures allowed on Monday until 22:00 (after 22:00, General Restrictions shall apply).

THANKSGIVING DAY

No lane and/or shoulder closures allowed after 13:00 on the Wednesday preceding Thanksgiving Day.

No lane and/or shoulder closures allowed on Thanksgiving Day.

No lane and/or shoulder closures allowed on Friday, Saturday, and Sunday.

TEMPORARY TRAFFIC CONTROL PLANS

These RIDOT- and/or Designer-Developed TTC Plans will be used during the work on this project

RIDOT-DEVELOPED TYPICAL TTC PLANS		Included in:	
	TMP	Plan Set	
<input type="checkbox"/> Work Beyond the Shoulder	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Shoulder Work with Minor Encroachment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Typical One-Lane Closure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Mobile Operation on I-195	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Partial Ramp Closure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> One-Lane Closure with Alternating Traffic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Shoulder Work with Minor Encroachment & Sidewalk Closure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Others (list) -	<input type="checkbox"/>	<input type="checkbox"/>	

These Designer-Developed TTC Plans will be used as a conceptual detour and construction staging plans during the work on this project. The Design Build Entity shall be responsible for developing plans that meet standard (RIDOT, AASHTO, MUTCD, etc.) design criteria.

DESIGNER-DEVELOPED TTC PLANS		Included in:	
	TMP	Plan Set	
Stage 1A Construction - Plans 1-4	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Stage 1B Construction - Plans 1-6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Stage 2 Construction - Plans 1-6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Stage 3 Construction - Plans 1-5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Stage 4A Construction - Plans 1-5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Stage 4B Construction - Plans 1-2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Stage 5 Construction - Plans 1-6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Taunton Avenue WB On-ramp to I-195 Detour Plan - Plan 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Veterans Memorial Parkway WB On-ramp to I-195 Detour Plan - Plans 1-2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
I-195 WB Off-ramp to Gano Street Detour Plan - Plan 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
East Bay Bike Path Detour Plan - Plan 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Gano Street On-Ramp Detour Plan - Plan 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

PUBLIC INFORMATION PLAN

These strategies will be used to provide information concerning the project to road users and the community

Public Awareness Strategies

SELECTED STRATEGIES

RESPONSIBILITIES / REQUIREMENTS / SPECIAL CONSIDERATIONS

RIDOT travel advisories news releases

RIDOT TMP Imp. Mngr. to send RIDOT notification form to Communications min. 48 hrs. in advance of restrictions. Communications to include appropriate information in weekly news releases.

RIDOT travel advisories web site

RIDOT TMP Imp. Mngr. to send RIDOT notification form to Communications min. 48 hrs. in advance of restrictions. Communications to post appropriate information on RIDOT travel advisories web page.

Other press releases/media alerts

RIDOT TMP Imp. Mngr. to send RIDOT notification form to Communications min. 5 working days in advance of restrictions. Communications to post appropriate information to the local media.

Dedicated project web site

RIDOT to set-up and maintain dedicated web site to be set up and updated on a regular basis. The web site will include traffic and travel information, lane restrictions and corresponding times/dates, and any other pertinent information. It may include long term static information and/or real-time interactive information.

Public meetings/hearings

Project information to be formally presented to the public, communities, and/or businesses by public relations staff, and solicitation of input concerning potential concerns, impacts, and management strategies. This may be done at key milestones of the project (i.e. new ramp opening).

Consultation/coordination w/ stakeholders

RIDOT TMP Imp. Mngr., on a weekly basis (or as needed), to coordinate/consult with the appropriate stakeholders during the work in order to keep the, informed and to seek their input on knowledge of local/regional issues and/or improve inter-agency coordination and response to Work Zone issues.

Road User Information Strategies

SELECTED STRATEGIES

RESPONSIBILITIES / REQUIREMENTS / SPECIAL CONSIDERATIONS

RIDOT 511 traveler information system

RIDOT TMP Imp. Mngr. to send RIDOT notification form to RIDOT TMC min. 48 hrs. in advance of restrictions. RIDOT TMC to include appropriate restriction information in 511 phone and web services.

Changeable message signs (CMS)

Permanent RIDOT CMSs to be used by RIDOT TMC Operators as applicable. Temporary CMSs to be furnished by the Contractor and programmed and installed at the locations shown on the plans. Coordination between RIDOT and Mass DOT shall occur when utilizing CMSs along I-195 East in Massachusetts to alert travelers and/or offer alternate routes.

Highway advisory radio (HAR)

HAR shall be updated to describe ongoing and upcoming phases of construction with a description of construction activities (including duration) and impacts to traffic.

TRANSPORTATION OPERATIONS PLAN

These strategies will be used to provide improved transportation operations/safety within project work zones

Corridor/Network Management Strategies

SELECTED STRATEGIES	RESPONSIBILITIES / REQUIREMENTS / SPECIAL CONSIDERATIONS
Signal timing/coordination improvements	The signalized intersections along the detour routes (listed under "TRAFFIC CONDITIONS PRIOR TO START OF WORK" section of this TMP) will be monitored during the active detour and fine tuned/modified to reflect the change in traffic distribution caused from the detour if necessary.

Work Zone Safety Management Strategies

SELECTED STRATEGIES	RESPONSIBILITIES / REQUIREMENTS / SPECIAL CONSIDERATIONS
Speed limit reduction/variable speed limits	To be implemented as shown on the Traffic Control and Detour Plans.
Temporary traffic barrier	To be implemented as shown on the Traffic Control and Detour Plans.
Crash attenuators	To be implemented as shown on the Traffic Control and Detour Plans.
Project safety task force/committee	RIDOT to form safety task force/committee to address safety within the Work Zone and adjacent roadway network during all phases on construction. This committee may perform/solicit Road Safety Audits of the Work Zones (see Road Safety Audit Performance Monitoring Strategy).

Traffic/Incident Management & Enforcement Strategies

SELECTED STRATEGIES	RESPONSIBILITIES / REQUIREMENTS / SPECIAL CONSIDERATIONS
Tow/freeway service patrol	The wrecker is intended to be strategically positioned within the work zone to facilitate rapid removal of disabled vehicles during times as determined by RIDOT. See Contract Specific Documents for details.
Establish available local detour routes	To be implemented as shown on the Traffic Control Detour plans.
RIDOT Transportation Management Center	RIDOT TMC Operators, using existing CCTV cameras, will coordinate and manage traffic and incidents in and around the project work zones.
Incident/emergency response plan	Included in the "Incident Response Plan" shall be details on public/agency notifications, incident management, how the safety of motorists will be insured, handling of hazardous waste, coordination with law enforcement and other appropriate agencies, traffic control, submission of incident reports, the establishment and maintenance of detour routes when needed for closure of the interstate and primary roads, emergency repairs, removal of debris, and evacuation response. The Contractor shall be responsible for all aspects of traffic control related to an incident, including, but not limited to, the entire detour route off the corridor(s) covered by this contract onto other state roads or non-state roads. The Contractor shall notify the RIDOT within 24 hours of all roadway closures exceeding one hour and re-openings, or major incidents upon occurrence. Incident management responsibilities shall commence with the start of contract time and shall continue for the duration of the contract.

Demand Management Strategies

SELECTED STRATEGIES	RESPONSIBILITIES / REQUIREMENTS / SPECIAL CONSIDERATIONS
Variable work hours	RIDOT to encourage variable work hours during key phases in construction as needed. Encouragement can be disseminated through various Public Awareness Strategies listed in this TMP.

PERFORMANCE MONITORING PLAN

General Monitoring Requirements

The **Contractor's TMP Implementation Manager** is responsible for keeping the portion of the project being used by public traffic in a condition that (1) safely and adequately accommodates such traffic and (2) is in accordance with the Traffic-Related Work Restrictions, the Temporary Traffic Control Plans, and where appropriate, the other transportation management strategies identified above.

The **RIDOT TMP Implementation Manager** or his/her responsible designee should (1) inspect the project work zones at initial setup, at the start of each subsequent work day, and just prior to extended breaks in the work (e.g., weekends) for conformance with the Temporary Traffic Control Plans, the *ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features*, and where applicable, the other transportation management strategies identified above and (2) document all work zone-related feedback and complaints that are received from the public.

Project-Specific Performance Monitoring Strategies

SELECTED STRATEGIES	RESPONSIBILITIES / REQUIREMENTS / SPECIAL CONSIDERATIONS
Team meetings	The RIDOT TMP Implementation Manager will meet with the Construction Management Chief, the State Traffic Engineer, and the Traffic Management Chief on a regular basis to discuss and assess the safety and mobility impacts of the project work zones to date. At these meetings, attendees will discuss how well the TMP is managing the project impacts and will verify that all appropriate stakeholders and project officials have been receiving timely notifications where required.
Surveillance: Traffic counts	Traffic counts will be collected by RIDOT within the Work Zone and on the immediate approaches.
Surveillance: Travel times	Travel times through the Work Zone will be collected by RIDOT at various phases of construction. These travel times will be compared to existing and projected travel times. Adjustments to construction set-ups may be necessary if travel times are deemed extensive by RIDOT.
Surveillance: Traffic queues/delays	Traffic queues/delays through the Work Zone and on the approaches to the Work Zone will be collected by RIDOT at various phases of construction. This data will be compared to existing and projected queues/delays. Adjustments to construction set-ups may be necessary if the queues/delays are deemed extensive by RIDOT.
Surveillance: Crash data	Crash data within the Work Zone and on the immediate approaches will be collected by a non-RIDOT party. This data will be used as part of the Assessment: Safety Performance Strategy listed below.
Road safety audits (construction)	The Project safety task force/committee will perform a Work Zone Road Safety Audit (RSA) in the Project Work Zone. An RSA may be performed at various phases of construction as necessary. If a safety issue is identified as part of the RSA, RIDOT may require a change in the construction phasing set-up.
Assessment: Safety	RIDOT will formally assess and document safety impacts of the Work Zones. Before and after crash data within the Work Zone to be collected as part of this effort.

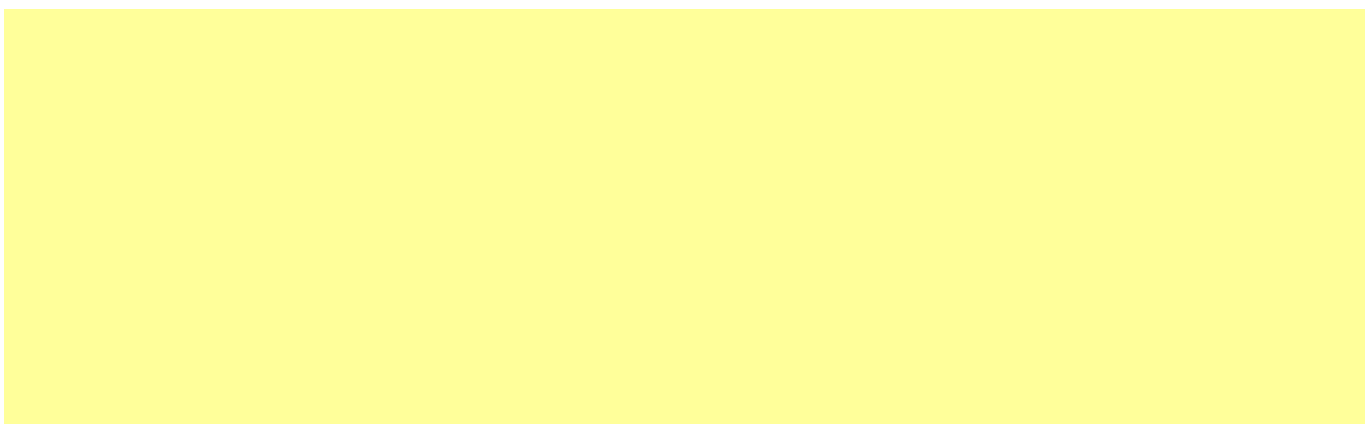
CHANGES TO TMP & CONTINGENCY PLANS

If at any time (1) a significant deviation from any of the strategies included in the TMP (e.g., the use of an alternate construction sequence) is desired by one or more members of the project implementation team, (2) field observations and/or data suggest that impacts to road users are or will be unacceptable, or (3) one or more performance requirements established in the TMP are not being met in the field, the RIDOT TMP Implementation Manager shall report the situation to his/her supervisor or Division/Section/Unit manager. The supervisor / manager will coordinate with the State Traffic Engineer, the Administrator of Project Management, the TMP Development and/or Implementation Manager(s), the Chief Engineer, and/or other interested parties as appropriate and/or necessary to consider and determine whether revised and/or alternate strategies should be implemented in an effort to lessen the adverse safety and/or mobility impacts of the project. If the supervisor / manager deems that strategy changes should be implemented, the changes shall be documented in a revised version of the TMP and the Administrator of Project Management, the State Traffic Engineer, and the Chief Engineer must approve of the revised TMP prior to their implementation.

If a significant deviation from any of the strategies included in the TMP is requested by the Contractor, unless directed otherwise by the RIDOT the Contractor is responsible for preparing and submitting to the RIDOT TMP Implementation Manager appropriate documentation (e.g., design calculations, analysis reports, Temporary Traffic Control Plans, etc.) showing that the requested change(s) are (1) feasible and (2) expected to result in safety and mobility impacts that are no more adverse than the impacts resulting from the strategies already included in the latest approved TMP. The RIDOT will review and consider the submittal(s) as described in the preceding paragraph and will determine whether the changes should be implemented. If the requested changes are approved by the RIDOT, unless otherwise directed by the RIDOT the Contractor shall prepare and submit to the RIDOT TMP Implementation Manager a revised version of the latest approved TMP in both printed and electronic (Microsoft® Excel) format that documents all of the approved changes. Work to implement the changes shall not begin until the Administrator of Project Management, the State Traffic Engineer, and the Chief Engineer have approved of the revised TMP.

When unexpected events (e.g., crashes, inclement weather, unforeseen traffic demands, etc.) occur in a project work zone where one or more lanes are closed, the RIDOT TMP Implementation Manager or his/her responsible designee should (1) determine whether or not the lane closure(s) can/should be removed in order to improve traffic operations and/or minimize delays and (2) if deemed appropriate, take action to remove the lane closure(s).

Project Specific Contingencies



TMP APPROVALS

All approvals must be obtained prior to start of work

ADMINISTRATOR OF PROJECT MANAGEMENT		
Signature: Lori Fissette		
Date: _____		

STATE TRAFFIC ENGINEER		
Signature: Steven Pristawa, P.E.		
Date: _____		

CHIEF ENGINEER		
Signature: Robert Rocchio, P.E.		
Date: _____		

Revision #	Initials	Date

Revision #	Initials	Date

Revision #	Initials	Date

LIST OF ATTACHMENTS

- Attachment A - General Restrictions: Interstate 195 Eastbound between India Point Park Pedestrian Bridge and Broadway
- Attachment B - General Restrictions: Gano Street Off-Ramp from Interstate 195 Westbound
- Attachment C - General Restrictions: Veterans Memorial Parkway On-Ramp to Interstate 195 Westbound
- Attachment D - General Restrictions: Interstate 195 Westbound between Broadway and Washington Bridge
- Attachment E - General Restrictions: Interstate 195 Westbound between Washington Bridge and Gano Street On-Ramp
- Attachment F - General Restrictions: Interstate 195 Westbound between Gano Street On-Ramp and South Main Street
- Attachment G - General Restrictions: Taunton Avenue On-Ramp to Interstate 195 Westbound
- Attachment H - General Restrictions: Gano Street
- Attachment I - General Restrictions: Waterfront Drive
- Attachment J - General Restrictions: Shared Use Path between Gano Street Off-Ramp and India Point Park
- Attachment K - General Restrictions: Gano Street On-Ramp to Interstate 195 Westbound
- Attachment L - Traffic Signal Inventory
- Attachment M - Hourly Traffic Volume Summary

**Attachment A to TMP for RIC 2020-DB-022
 Washington Bridge North No. 700**

Location	MINIMUM NUMBER OF LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1,2}									
	Time of Day		Day of Week							
	From	To	SUN	MON	TUES	WED	THURS	FRI	SAT	
Interstate 195 Eastbound between India Point Park Pedestrian Bridge and Broadway	0:00	6:00	L SCL	L SCL	L SCL	L SCL	L SCL	L SCL	L SCL	L SCL
	6:00	21:00	L SCL	L SCL	L SCL	L SCL	L SCL	L SCL	L SCL	L SCL
	21:00	0:00	L SCL	L SCL	L SCL	L SCL	L SCL	L SCL	L SCL	L SCL

LEGEND

ALL	All travel lanes and shoulders shall remain open to traffic
L SCL	Left Shoulder Closure

NOTES

1. The set-up and break-down of temporary traffic control devices within a traveled way or shoulder shall be construed as a closure of that traveled way or shoulder.
2. The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in such a manner that assures the least possible obstruction to traffic.

**Attachment B to TMP for RIC 2020-DB-022
 Washington Bridge North No. 700**

Location			MINIMUM NUMBER OF LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1,2}						
	Time of Day		Day of Week						
	From	To	SUN	MON	TUES	WED	THURS	FRI	SAT
Gano Street Off-Ramp from Interstate 195 Westbound	0:00	6:00	1L	1L	1L	1L	1L	1L	1L
	6:00	21:00	1L	1L	1L	1L	1L	1L	1L
	21:00	0:00	1L	1L	1L	1L	1L	1L	1L

LEGEND

1L A minimum of one 11-foot thru travel lane shall remain open to traffic

NOTES

1. The set-up and break-down of temporary traffic control devices within a traveled way or shoulder shall be construed as a closure of that traveled way or shoulder.
2. The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in such a manner that assures the least possible obstruction to traffic.

**Attachment C TMP for RIC 2020-DB-022
 Washington Bridge North No. 700**

Location	Time of Day		MINIMUM NUMBER OF LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1,2}						
	From	To	Day of Week						
			SUN	MON	TUES	WED	THURS	FRI	SAT
Veterans Memorial Parkway On-Ramp to Interstate 195 Westbound	0:00	6:00	1L	1L	1L	1L	1L	1L	1L
	6:00	21:00	1L	1L	1L	1L	1L	1L	1L
	21:00	0:00	1L	1L	1L	1L	1L	1L	1L

LEGEND

1L A minimum of one 14-foot travel lane and two 2-foot shoulders shall remain open to traffic

NOTES

1. The set-up and break-down of temporary traffic control devices within a traveled way or shoulder shall be construed as a closure of that traveled way or shoulder.
2. The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in such a manner that assures the least possible obstruction to traffic.

Attachment D to TMP for RIC 2020-DB-022

Washington Bridge North No. 700

Location	Time of Day		MINIMUM NUMBER OF LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1,2}							
	From	To	Day of Week							
			SUN	MON	TUES	WED	THURS	FRI	SAT	
Interstate 195 Westbound between Broadway and Washington Bridge	0:00	6:00	4L	3L	3L	3L	3L	3L	3L	4L
	6:00	21:00	4L	4L	4L	4L	4L	4L	4L	4L
	21:00	0:00	3L	3L	3L	3L	3L	3L	4L	4L

LEGEND

4L	A minimum of four 11-foot thru travel lanes shall remain open to traffic
3L	A minimum of three 11-foot thru travel lanes shall remain open to traffic

NOTES

1. The set-up and break-down of temporary traffic control devices within a traveled way or shoulder shall be construed as a closure of that traveled way or shoulder.
2. The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in such a manner that assures the least possible obstruction to traffic.

**Attachment E to TMP for RIC 2020-DB-022
 Washington Bridge North No. 700**

Location	MINIMUM NUMBER OF LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1,2}								
	Time of Day		Day of Week						
	From	To	SUN	MON	TUES	WED	THURS	FRI	SAT
Interstate 195 Westbound between Washington Bridge and Gano Street On-Ramp	0:00	6:00	4L	3L	3L	3L	3L	3L	4L
	6:00	21:00	4L	4L	4L	4L	4L	4L	4L
	21:00	0:00	3L	3L	3L	3L	3L	4L	4L

LEGEND

4L	A minimum of four 11-foot thru travel lanes shall remain open to traffic
3L	A minimum of three 11-foot thru travel lanes shall remain open to traffic

NOTES

1. The set-up and break-down of temporary traffic control devices within a traveled way or shoulder shall be construed as a closure of that traveled way or shoulder.
2. The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in such a manner that assures the least possible obstruction to traffic.

**Attachment F to TMP for RIC 2020-DB-022
 Washington Bridge North No. 700**

Location	MINIMUM NUMBER OF LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1,2}								
	Time of Day		Day of Week						
	From	To	SUN	MON	TUES	WED	THURS	FRI	SAT
Interstate 195 Westbound between Gano Street On-Ramp and South Main Street	0:00	6:00	5L	4L	4L	4L	4L	4L	5L
	6:00	21:00	5L	5L	5L	5L	5L	5L	5L
	21:00	0:00	4L	4L	4L	4L	4L	5L	5L

LEGEND

5L	A minimum of five 11-foot thru travel lanes shall remain open to traffic
4L	A minimum of four 11-foot thru travel lanes shall remain open to traffic

NOTES

1. The set-up and break-down of temporary traffic control devices within a traveled way or shoulder shall be construed as a closure of that traveled way or shoulder.
2. The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in such a manner that assures the least possible obstruction to traffic.

**Attachment G TMP for RIC 2020-DB-022
 Washington Bridge North No. 700**

Location	MINIMUM NUMBER OF LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1,2}								
	Time of Day		Day of Week						
	From	To	SUN	MON	TUES	WED	THURS	FRI	SAT
Taunton Avenue On-Ramp to Interstate 195 Westbound	0:00	6:00	1L	1L	1L	1L	1L	1L	1L
	6:00	21:00	1L	1L	1L	1L	1L	1L	1L
	21:00	0:00	1L	1L	1L	1L	1L	1L	1L

LEGEND

1L A minimum of one 11-foot thru travel lane shall remain open to traffic

NOTES

1. The set-up and break-down of temporary traffic control devices within a traveled way or shoulder shall be construed as a closure of that traveled way or shoulder.
2. The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in such a manner that assures the least possible obstruction to traffic.

**Attachment H TMP for RIC 2020-DB-022
 Washington Bridge North No. 700**

Location	Time of Day		MINIMUM NUMBER OF LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1,2,3}							
	From	To	Day of Week							
			SUN	MON	TUES	WED	THURS	FRI	SAT	
Gano Street	0:00	6:00	1L ALT	1L ALT	2L	2L	2L	2L	2L	1L ALT
	6:00	21:00	1L ALT	2L	2L	2L	2L	2L	2L	1L ALT
	21:00	0:00	1L ALT	2L	2L	2L	2L	2L	1L ALT	1L ALT

LEGEND

1L ALT	A minimum of one 11' thru travel lane in alternating directions of travel shall remain open to traffic
2L	A minimum of two 11' travel lanes, one in each direction, shall remain open to traffic

NOTES

1. The set-up and break-down of temporary traffic control devices within a traveled way or shoulder shall be construed as a closure of that traveled way or shoulder.
2. The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in such a manner that assures the least possible obstruction to traffic.
3. A maximum of two weekends of 1 lane alternating traffic will be allowed and shall be coordinated with RIDOT prior to implementation. A minimum of 2L shall remain open at all other times.

**Attachment I TMP for RIC 2020-DB-022
 Washington Bridge North No. 700**

Location	MINIMUM NUMBER OF LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1,2}								
	Time of Day		Day of Week						
	From	To	SUN	MON	TUES	WED	THURS	FRI	SAT
Waterfront Drive	0:00	6:00	2L	2L	2L	2L	2L	2L	2L
	6:00	21:00	2L	2L	2L	2L	2L	2L	2L
	21:00	0:00	2L	2L	2L	2L	2L	2L	2L

LEGEND

2L A minimum of two 11' travel lanes, one in each direction, shall remain open to traffic

NOTES

1. The set-up and break-down of temporary traffic control devices within a traveled way or shoulder shall be construed as a closure of that traveled way or shoulder.
2. The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in such a manner that assures the least possible obstruction to traffic.

**Attachment J TMP for RIC 2020-DB-022
 Washington Bridge North No. 700**

Location	MINIMUM NUMBER OF LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1,2}								
	Time of Day		Day of Week						
	From	To	SUN	MON	TUES	WED	THURS	FRI	SAT
Shared Use Path between Gano Street Off-Ramp and India Point Park	0:00	6:00	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR
	6:00	21:00	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR
	21:00	0:00	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR

LEGEND

DETOUR A full closure of shared use path allowed. Detour shall be implemented.

NOTES

1. The set-up and break-down of temporary traffic control devices within a traveled way or shoulder shall be construed as a closure of that traveled way or shoulder.
2. The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in such a manner that assures the least possible obstruction to traffic.

**Attachment K TMP for RIC 2020-DB-022
 Washington Bridge North No. 700**

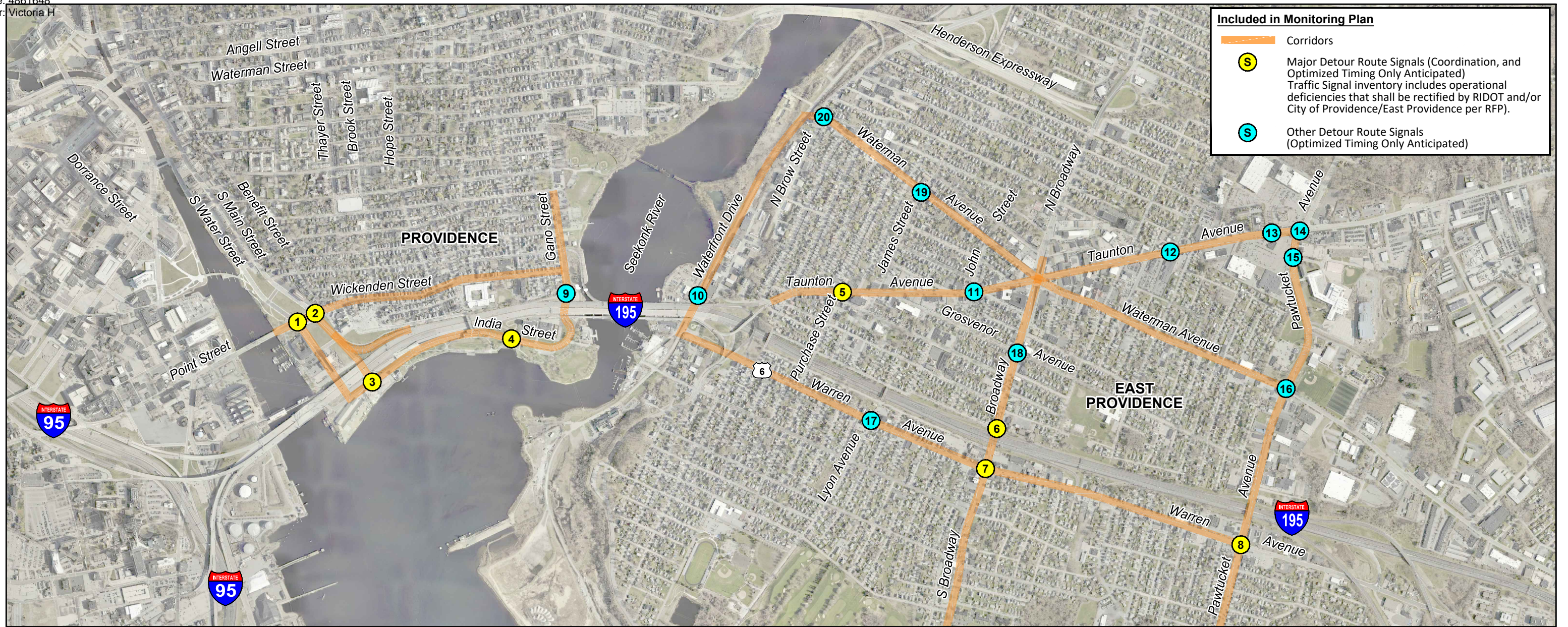
Location	MINIMUM NUMBER OF LANES & SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1,2}								
	Time of Day		Day of Week						
	From	To	SUN	MON	TUES	WED	THURS	FRI	SAT
Gano Street On-Ramp to Interstate 195 Westbound	0:00	6:00	DETOUR ³	DETOUR ³	DETOUR ³	DETOUR ³	DETOUR ³	DETOUR ³	DETOUR ³
	6:00	21:00	DETOUR ³	DETOUR ³	DETOUR ³	DETOUR ³	DETOUR ³	DETOUR ³	DETOUR ³
	21:00	0:00	DETOUR ³	DETOUR ³	DETOUR ³	DETOUR ³	DETOUR ³	DETOUR ³	DETOUR ³

LEGEND

DETOUR³ A full closure of on-ramp allowed. Detour shall be implemented.

NOTES

1. The set-up and break-down of temporary traffic control devices within a traveled way or shoulder shall be construed as a closure of that traveled way or shoulder.
2. The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in such a manner that assures the least possible obstruction to traffic.
3. Ramp closure with detour will only be allowed for final roadway tie-in as needed and shall be coordinated with RIDOT prior to implementation. A minimum of 1L shall remain open at all other times.



Included in Monitoring Plan

- Corridors
- S Major Detour Route Signals (Coordination, and Optimized Timing Only Anticipated)
Traffic Signal inventory includes operational deficiencies that shall be rectified by RIDOT and/or City of Providence/East Providence per RFP).
- S Other Detour Route Signals (Optimized Timing Only Anticipated)

- | | | | |
|---|---|--|---|
| <p>1 Point St./Wickenden St. at S. Water St.</p> <ul style="list-style-type: none"> Existing controller programming does not entirely match the latest RIDOT records. <p>2 Wickenden St. at S. Main St./ Benefit St.</p> <ul style="list-style-type: none"> Existing controller programming does not entirely match the latest RIDOT records Currently running "FREE" and not coordinated with adjacent intersection Existing coordination timings allow the intersection to drop out of coordination, potentially impacting the planned detour route during construction. <p>3 India St./ S. Main St. at Ramp SME (I-195 EB On-Ramp)</p> <ul style="list-style-type: none"> Existing Pedestrian Recall may impact capacity. Recall implemented due to COVID-19, unclear if/when programming will be removed. | <p>4 India St. at Ramp EI (I-195 EB Off-Ramp)</p> <ul style="list-style-type: none"> Possible issue with video detection on ramp, intermittently detecting vehicles in the right lane. <p>5 Taunton Ave. at Purchase St.</p> <ul style="list-style-type: none"> Loop detection failure on Taunton Ave EB (Phase 2) which is causing long delays for other phases. City to perform repairs. <p>6 Broadway at I-195 WB Off-Ramp/ Freeborn Ave.</p> <ul style="list-style-type: none"> Multiple loop detection failures on all phases, intersection running pre-timed as a result with inefficient operations. Further troubleshooting and repairs required. Controller operating under time-based coordination but no interconnect/GPS time synch reference. Controller clock is off when compared to adjacent system intersection, resulting in poor operations/coordination. | <p>7 Broadway at Warren Ave.</p> <ul style="list-style-type: none"> Controller operating under time-based coordination but no interconnect/GPS time synch reference. Controller clock is off when compared to adjacent system intersection, resulting in poor operations/coordination. <p>8 Pawtucket Ave. at S. Warren Ave.</p> <ul style="list-style-type: none"> Dual Entry not programmed on phases 4 and 8. | <p>9 Gano St. at I-195 West Ramps</p> <p>10 Waterfront Dr. at I-195 West Ramps (to be installed by Stage 3)</p> <p>11 Taunton Ave. at John St. (Pedestrian Signal)</p> <p>12 Taunton Ave. at Goldsmith Ave.</p> <p>13 Taunton Ave. at Plaza</p> <p>14 Taunton Ave. at Pawtucket Ave.</p> <p>15 Pawtucket Ave. at Plaza</p> <p>16 Pawtucket Ave. at Waterman Ave.</p> <p>17 Warren Ave. at Lyon Ave.</p> <p>18 Broadway at Grosvenor Ave.</p> <p>19 Waterman Ave. at James St.</p> <p>20 Waterman Ave. at N. Brow St. (Temporary Signal Installed as part of Henderson Bridge project)</p> |
|---|---|--|---|



Attachment M I-195 West Hourly Traffic Volume Summary

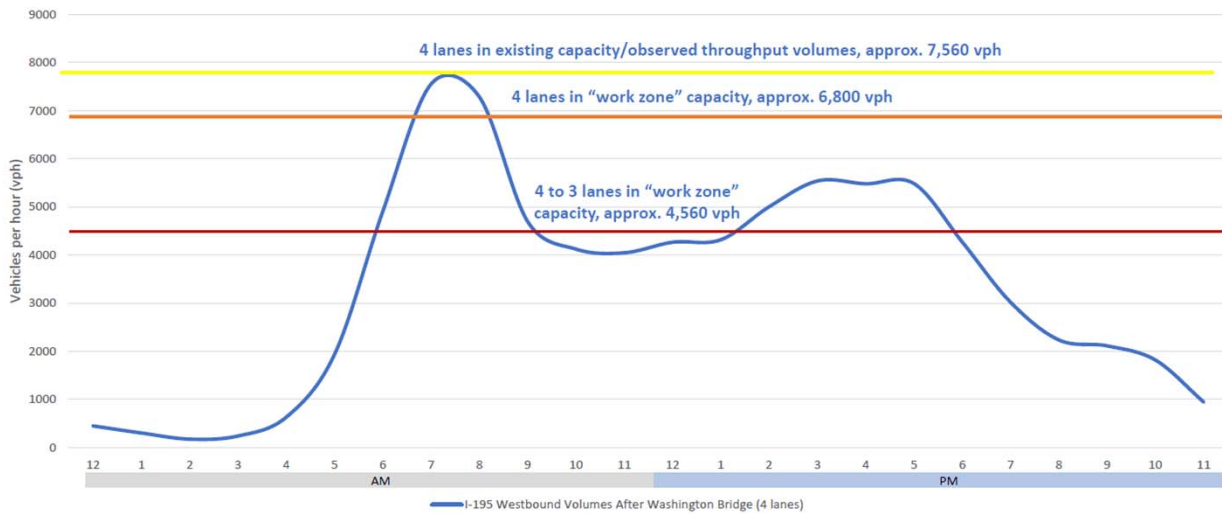
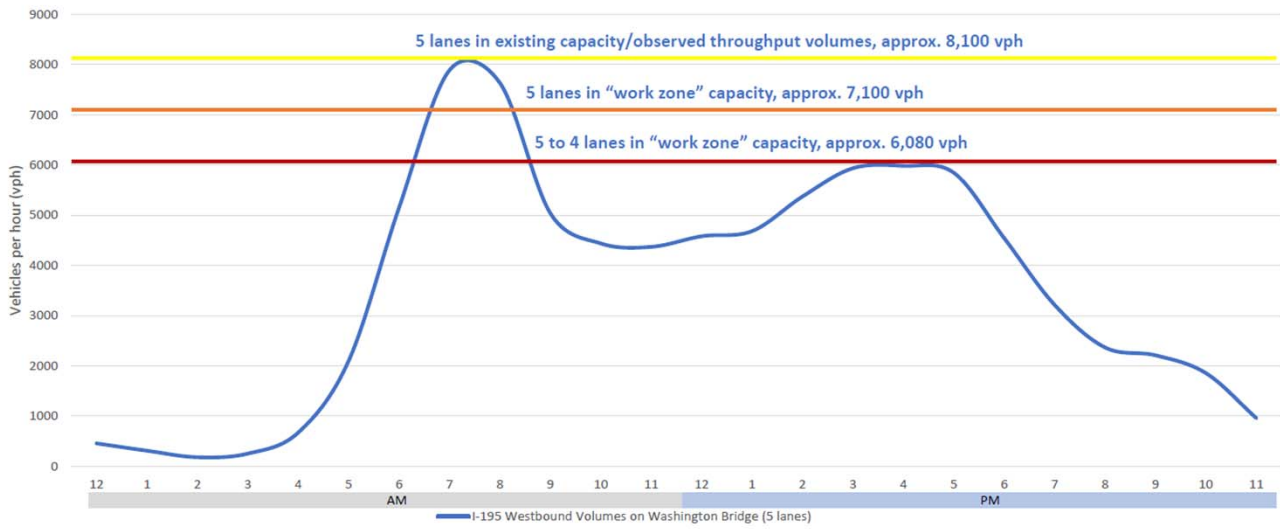
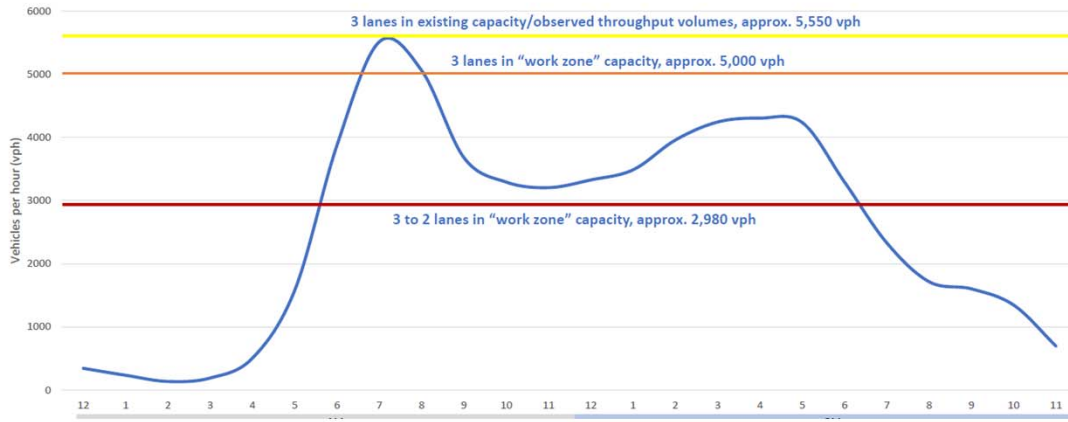




EXHIBIT 5

STATE OF RHODE ISLAND

PROVIDENCE, SC.

SUPERIOR COURT

AISLE FIVE REALTY, LLC,

Plaintiff,

v.

RANSOM CONSULTING, INC. f/k/a

RANSOM ENVIRONMENTAL

CONSULTANTS, INC.; RHODE ISLAND

CVS PHARMACY, L.L.C. f/k/a TIVERTON

CVS, INC.; GERSHMAN BROWN

CROWLEY, INC.,

Defendants,

RANSOM CONSULTING, INC. f/k/a

RANSOM ENVIRONMENTAL

CONSULTANTS, INC.,

Third-Party Plaintiff,

v.

D.F. PRAY, INC.; NEW ENGLAND

RETAIL CONSTRUCTION CORPORATION,

Third-Party Defendants.

C.A. No. PC-2018-7865

DECISION

STERN, J. Before the Court are two motions. First, Third-Party Defendants—D.F. Pray, Inc. and New England Retail Construction Corporation—moved for Summary Judgment on certain of Ransom Consulting, Inc.’s Amended Third-Party Complaint claims and Gershman Brown & Crowley, Inc.’s Crossclaims. Ransom Consulting, Inc. and Gershman Brown & Crowley, Inc. object to this motion.

Second, Gershman Brown & Crowley, Inc. moved for leave to file a Third-Party Complaint, pursuant to Rule 14(a) of the Superior Court Rules of Civil Procedure, to assert claims

against New England Retail Construction Corporation. New England Retail Construction Corporation objects to this motion. Jurisdiction is pursuant to G.L. 1956 § 8-2-14.

I

Background

The underlying dispute stems from a twenty-five-year lease of property, which required the Defendant Rhode Island CVS Pharmacy, L.L.C. f/k/a Tiverton CVS, Inc. (CVS), as the lessee, to remediate hazardous environmental conditions on the land. During their efforts to comply, there was an unintentional fracture of a septic tank, resulting in the discharge of hazardous waste onto the property. Because various contractors and subcontractors were involved in the remediation of the land and the construction on the property—including the respective agreements that governed these business relationships and obligations—there is a montage of claims, counterclaims, crossclaims, and third-party claims pointing fingers at who allegedly blundered and, ultimately, who should be responsible.

II

Facts and Travel

In 2008, Plaintiff Aisle Five Realty, LLC (Aisle Five) and CVS entered into a Lease Agreement (Lease) for property in Tiverton, where CVS was to build a CVS Store. (Compl. ¶ 1 (Nov. 1, 2018); CVS Answer ¶ 1 (June 14, 2019).) The Lease provided that CVS was to remediate hazardous substances from the premises, utilizing Ransom Consulting, Inc. (Ransom) or another firm acceptable to Aisle Five. (Compl. Ex. CVS Lease, §2.1(b).)

For purposes of construction upon and remediation of the land (the Project), CVS entered into contracts with both Ransom and Gershman Brown & Crowley, Inc. (GBC). (CVS Answer ¶¶ 1-2.) A CVS Services Agreement lists Ransom as a Consultant and GBC as a Developer or

Architectural Firm, and an attached memo states that Ransom was “to provide oversight during the completion of remedial activities” at the property. (Ransom Mem. Opp’n (Ransom Opp’n) Exs. B, C (Apr. 9, 2021).) GBC then hired New England Retail Construction Corporation (NERCC) as the general contractor.¹ (Third-Party Defs.’ Mot. Summ. J. (Pray Group Mem.) Ex. 1, Dep. Tr. 19:5-7; 22:7 (Mar. 17, 2021); Ransom Opp’n Ex. G., Dep. Tr. 33:17-20.) Subsequently, NERCC entered into a contract with D.F. Pray, Inc. (D.F. Pray) for D.F. Pray “to supervise and manage certain construction work” on the Project.² (Pray Group Mem. Ex. 2 ¶ 9.)

On December 4, 2009, the Town of Tiverton issued a Certificate of Use and Occupancy for the CVS store. (VHB Obj. Ransom Mot. Leave Amend Ex. 1 (Nov. 23, 2020).) The Certificate of Use and Occupancy listed NERCC as the “Contractor[.]” Id. In January 2010, while Ransom was replacing a monitoring well, it punctured an underground septic tank, which Aisle Five alleged to have caused a new release of hazardous waste into the groundwater. (Ransom Am. Compl. ¶¶ 17-19 (Mar. 3, 2020); Compl. ¶¶ 13, 16.) According to Aisle Five, that septic tank, which was already a source of contamination, should have been removed or closed but was instead abandoned in place. (Compl. ¶¶ 4-5, 7.)

The Lease provides that “with regard to the presence or Release of any Hazardous Substances caused by [CVS] or any of the [CVS] Related Parties, [CVS] shall remove or remediate same to the extent required by all governmental laws . . . and at [CVS’s] sole cost.” (CVS Lease §

¹ According to GBC, “NERCC was retained by GBC to build the new store.” (Mot. Def. GBC Leave File Third Party Compl. (GBC Mot. Leave) 2 (Apr. 23, 2021).) However, according to NERCC, “[o]n September 19, 2008, G.B. New England 2, LLC (“GBNE”), a GBC affiliate, entered into a Master Contract Agreement with NERCC . . . (the ‘Master Agreement’)[,] [which contemplated] that GBNE and NERCC would enter into further agreements . . . with respect to the construction of particular retail stores to be operated by [CVS] . . . for which NERCC would serve as construction manager.” (Obj. NERCC GBC’s Mot. Leave (NERCC Obj.) 2 (May 17, 2021).)

² As a summary, Aisle Five and CVS entered into a Lease; CVS hired Ransom and GBC; GBC hired NERCC; NERCC hired D.F. Pray.

13(p)(ii).) “[CVS] Related Parties” includes CVS’s “officers, agents, servants, employees, contractors, sublessees, invitees, or affiliates[.]” *Id.* § 15(a).

Aisle Five brought claims against CVS, Ransom, and GBC of intentional tort, negligence, fraudulent misrepresentation, negligent misrepresentation, and, against CVS and GBC, negligent supervision and vicarious liability. (Compl. ¶¶ 61-81.) Ransom brought a Third-Party Complaint against NERCC and D.F. Pray (collectively the Pray Group), alleging that either NERCC or D.F. Pray, or both, were responsible for removing the punctured septic tank, that neither of them removed the tank, and that, if Ransom is liable to Aisle Five for the release of hazardous wastes, NERCC and/or D.F. Pray are liable to Ransom for contributions pursuant to §§ 10-6-1 et seq. (Ransom Am. Compl. ¶¶ 13-26.) GBC brought a separate Crossclaim against D.F. Pray, for contribution and indemnification, alleging that—if the tank was abandoned, punctured, caused damages, and the foregoing results in GBC being liable to Aisle Five—its liability is strictly vicarious and due solely to the negligence or other acts of D.F. Pray. (GBC Cross-cl. ¶¶ 8-10, 26, 28 (Feb. 27, 2019).)

CVS filed a Motion to Dismiss Aisle Five’s claims, and the Court dismissed the claims against CVS of intentional tort, negligence, negligent misrepresentation, negligent supervision, and vicarious liability because the economic loss doctrine barred the claims where the Lease controlled. (Decision (May Decision) (May 9, 2019).)

In the instant Motion for Summary Judgment, the Pray Group asserts that it is entitled to judgment as a matter of law on (1) Ransom’s Counts I and II for tortious contribution against both D.F. Pray and NERCC; and (2) GBC’s Counts V and VI for tortious contribution and indemnification against D.F. Pray. (Pray Group Mem. at 1-2.) The Pray Group argues that because Aisle Five’s tort claims against Ransom and GBC are barred by the economic loss doctrine, so too

are Ransom’s and GBC’s derivative tort claims against the Pray Group. *Id.* Ransom and GBC oppose the motion asserting that outstanding factual issues preclude summary judgment, yet if the Court is inclined to apply the economic loss doctrine, it must also determine that the tort claims asserted by Aisle Five against them fail as a matter of law. (Ransom Opp’n at 6; GBC Opp’n Mem. (GBC Opp’n) 6 (Apr. 14, 2021).) On April 28, 2021, the Court held a hearing on this motion.

In the instant Motion for Leave to File Third Party Complaint, GBC requests leave of this Court, pursuant to Rule 14(a), to file a Third Party Complaint against NERCC and assert claims for contribution and indemnification under the Uniform Contribution Among Tortfeasors Act and for contractual indemnification. (GBC Mot. Leave at 3.) NERCC opposes the motion arguing that the proposed Third Party Complaint is futile because (1) the economic loss doctrine bars the tort based contribution and indemnification claims and (2) the statute of repose, codified in § 9-1-29, and the doctrine of laches bar all of GBC’s proposed claims against NERCC. (NERCC Obj. at 1-2.) On May 20, 2021, the Court held a hearing on this motion. This Decision, addressing both motions, follows.

III

Motion for Summary Judgment

A

Standard of Review

“Summary judgment is an extreme remedy and should be granted only when ‘the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as [a] matter of law.’” *Plunkett v. State*, 869 A.2d 1185, 1187 (R.I. 2005) (quoting *Wright v. Zielinski*, 824 A.2d 494, 497 (R.I. 2003)). The Court views the

admissible evidence “in the light most favorable to the nonmoving party[.]” *National Refrigeration, Inc. v. Standen Contracting Company, Inc.*, 942 A.2d 968, 971 (R.I. 2008). A party opposing ““a motion for summary judgment carries the burden of proving by competent evidence the existence of a disputed material issue of fact and cannot rest on allegations or denials in the pleadings or on conclusions or legal opinions.”” *Id.* (quoting *Accent Store Design, Inc. v. Marathon House, Inc.*, 674 A.2d 1223, 1225 (R.I. 1996)). “[W]hen ruling on a motion for summary judgment, the court is not authorized to try issues. The purpose of summary judgment procedure is issue finding and not issue determination.” *Westinghouse Broadcasting Company, Inc. v. Dial Media, Inc.*, 410 A.2d 986, 992 (R.I. 1980).

B

Analysis

The Pray Group argues that because Aisle Five’s claims against the primary defendants (CVS, Ransom, and GBC) are barred by the economic loss doctrine, the derivative claims for contribution and indemnification against the Pray Group also fail as a matter of law. (Pray Group Mem. at 6-7.) Ransom contends that there are outstanding factual issues as to whether Aisle Five’s damages are purely economic, making summary judgment premature. (Ransom Opp’n at 5-6.) GBC echoes Ransom’s concern and also asserts that discovery is required to understand the scope of the Pray Group’s involvement with the remediation of the property. (GBC Opp’n at 4.)

Certainly, where summary judgment is premature, Rule 56(f) of the Superior Court Rules of Civil Procedure allows this Court to continue a matter for want of discovery. The decision to grant a continuance under Rule 56(f) is left to the trial court’s discretion. See *Holley v. Argonaut Holdings, Inc.*, 968 A.2d 271, 275 (R.I. 2009). To invoke Rule 56(f), the party opposing the motion must provide an affidavit demonstrating that “the party cannot for reasons stated present by

affidavit facts essential to justify the party’s opposition[.]” Super. R. Civ. P. 56(f); see also Holley, 968 A.2d at 276; Chevy Chase, F.S.B. v. Faria, 733 A.2d 725, 727 (R.I. 1999).

GBC did not file an affidavit with its opposition. Ransom provided an affidavit of its attorney explaining that it is awaiting responses to discovery requests relative to “damages information[.]” which is “necessary for Ransom to submit a response” to the summary judgment motion. (Lapish Aff. ¶¶ 14-15 (Apr. 9, 2021).) However, by affidavit or otherwise, neither Ransom nor GBC gave the Court a legally sufficient explanation as to what facts relating to Aisle Five’s damages or the Pray Group’s involvement with remediation are material or essential to justify their oppositions. The affidavit and arguments were devoid “of any facts suggesting that a continuance might result in [Ransom or GBC] producing ‘facts essential to justify [the] opposition[s.]’” Chevy Chase, F.S.B., 733 A.2d at 727 (quoting Super. R. Civ. P. 56(f)).

Ransom’s affidavit states that the parties have only exchanged written discovery and conducted one deposition and that D.F. Pray, NERCC, and Aisle Five have not yet been deposed. (Lapish Aff. ¶¶ 12-13.) The fact that Ransom and GBC are waiting for discovery responses relative to these subjects does not give the Court any insight as to what material facts could be uncovered to create a genuine issue before this Court or how damages information or facts related to the Pray Group’s involvement could create an issue of fact. Furthermore, it is worth noting that the Pray Group filed their motion for summary judgment more than two years after the filing of the original Complaint, Ransom’s Third-Party Complaint, and GBC’s Crossclaims and approximately a decade after the remediation efforts at issue.

According to the claims in the pleadings, admissions on file, and documents before the Court, facts relating to Aisle Five’s damages and the Pray Group’s involvement with remediation would be of no effect to the Court’s application of the economic loss doctrine and the derivative

claims as issue in this motion. Rather than cause undue delay, the Court denies Ransom's and GBC's requests for a continuance to conduct further discovery.

1

Whether the Economic Loss Doctrine Bars the Contribution Claims

Our Supreme Court has stressed that the Contribution Among Joint Tortfeasors Act, §§ 10-6-1 et seq., provides the right to contribution amongst joint tortfeasors. *Cacchillo v. H. Leach Machinery Co.*, 111 R.I. 593, 595, 305 A.2d 541, 542 (1973). Thus, “there can be no contribution unless the injured person has a right of action in tort against both the party seeking contribution and the party from whom contribution is sought. The right of contribution is a derivative right and not a new cause of action.” *Id.* (Emphasis added). Therefore, if Aisle Five does not have a right of action in tort against Ransom and/or GBC, on the one hand, and D.F. Pray and/or NERCC, on the other hand, then Ransom and GBC do not have viable contribution claims under chapter 6 of title 10 against either D.F. Pray or NERCC.

The Pray Group cites to *Franklin Grove Corp. v. Drexel*, 936 A.2d 1272 (R.I. 2007) (*Franklin Grove*) to support the proposition that since Ransom and GBC cannot be liable in tort to Aisle Five, the Pray Group cannot be derivatively liable. In *Franklin Grove*, the Court stated that the economic loss doctrine bars recovery of damages under a negligence claim where an injured party suffered purely economic losses absent personal injury or property damage. *Franklin Grove*, 936 A.2d at 1275; see also *Hexagon Holdings, Inc. v. Carlisle Syntec Inc.*, 199 A.3d 1034, 1042 (R.I. 2019) (“Where there are damages in the construction context between commercial entities, the economic loss doctrine will bar any tort claims for ‘purely economic damages.’”).

Simply, “[w]hen parties have contracted to protect against potential economic liability, as is the case in the construction industry, contract principles override . . . tort principles . . . and,

thus, purely economic damages are not recoverable.” Franklin Grove, 936 A.2d at 1275 (quoting Boston Investment Property # 1 State v. E.W. Burman, Inc., 658 A.2d 515, 517 (R.I. 1995)). The Court reasoned that, whereas, “‘tort principles . . . are better suited for resolving claims involving unanticipated injury[,] . . . [c]ontract principles . . . are generally more appropriate for determining claims for consequential damage that the parties have, or could have, addressed in their agreement.’” Id. at 1276 (quoting E.W. Burman, Inc., 658 A.2d at 517-18).

This Court has recognized “that injuries to property that is the subject of a construction contract constitutes a ‘disappointed expectation’ for which a remedy is only available, if at all, in contract.” (May Decision at 9 (citing Hexagon Holdings, Inc., 199 A.3d at 1042).) Further, this Court determined that Aisle Five’s claimed damages—including consultant fees, missed opportunity to refinance at favorable rates, increased fees and costs associated with refinancing, and the cost of subpar insurance that depressed the value of the property—all stemmed from CVS’s failure to comply with the obligations under the Lease to properly remediate the property and, although not purely economic, were dependent upon, and intertwined with, property subject to the Lease and considered economic losses. Id. at 9-10 (citing Bocre Leasing Corp. v. General Motors Corp., 645 N.E.2d 1195, 1197-98 (N.Y. 1995) (“Tort recovery in strict products liability and negligence against a manufacturer should not be available to a downstream purchaser where the claimed losses flow from damage to the property that is the subject of the contract.”))).

Damages need not be purely economic in its literal sense, absent any damage to property, to be considered economic for purposes of applying the economic loss doctrine. For example, in Franklin Grove, the plaintiff (the buyer) purchased property for residential development; under the purchase and sales contract, the sellers were required to obtain a wetlands permit and hired an engineering company for this purpose (engineer). Id. at 1273. The buyer hired a company to

survey the property in preparation for construction (surveyor) and a second company to excavate for the foundation (excavator). *Id.* at 1273-74. After the house was fully constructed, the Department of Environmental Management issued a notice of violation to the buyer with a directive to restore the wetlands. *Id.* at 1274. Although there was damage to the wetlands, the actions or inactions that led to the damage were subject to commercial contracts; that is, the damages were a consequence of the contractual relationships and performance obligations thereunder, should have been addressed by the contract(s), and, thus, were considered economic for purposes of applying the economic loss doctrine. *Id.*

Likewise, in *Hexagon Holdings*, the plaintiff—a commercial entity—entered into a construction contract with a general contractor; the general contractor hired a subcontractor to install a roof, which started to leak after its installation. *Hexagon Holdings, Inc.*, 199 A.3d at 1037. Although a roof is certainly property, the repair of the roof—albeit a failed repair—was subject to a contract, and opposed to being unanticipated injury, the parties entered an arms-length deal for the repair and had an opportunity to allocate risk accordingly. See *id.* at 1042-43. Contracts, specifically where commercial entities are involved, are the “proper device[s] to allocate economic risk.” *Id.* at 1043. Notwithstanding the damage to the roof, the damages were economic for purposes of applying the economic loss doctrine. *Id.*

Ransom argues that there are outstanding discovery requests seeking evidence relative to Aisle Five’s damages, which could uncover the existence of property damages, making summary judgment premature. However, any further discovery relative to damages will not assist in tuning this already harmonious chord, as the relevant facts are undisputed. According to Aisle Five’s claims, all of CVS’s, Ransom’s, and GBC’s allegedly wrongful acts are related to the construction upon and remediation of the property, which was the subject of the Lease, and there are no

allegations of other activities or conduct to have occurred outside of the construction and remediation. In addition, all of the damages alleged by Aisle Five are losses arising from the—albeit failed—remediation efforts contracted for in the Lease. The various counter and crossclaims also fall within the scope of the construction and remediation efforts and, therefore, also fall within the Lease. Thus, the scope of facts that could have any relevance are limited to the claims before the Court.

Certainly, like damage to wetlands or a leaking roof, hazardous waste in soil is damage to property in its most literal sense. See *Franklin Grove*, 936 A.2d at 1274; see also *Hexagon Holdings, Inc.*, 199 A.3d at 1037. However, rather than being unanticipated and in want of a remedy, the damages from the remediation efforts were foreseeable, contemplated, and allocated for in the Lease. All parties involved are commercial entities that either did or could have contractually allocated the risk associated with the construction and remediation activities on the property. All of Aisle Five's damages arose out of the Co- or Third-Party Defendants' conduct in pursuit of construction and/or remediation of the property. As a matter of law, the damages that Aisle Five claims it suffered are considered economic under the economic loss doctrine, and there are no factual disputes involved that would alter this conclusion.³

In addition, the doctrine applies regardless of Aisle Five's lack of direct contractual privity with Ransom or GBC. In *Hexagon Holdings*, the economic loss doctrine precluded a building owner from suing a subcontractor in negligence when the economic loss doctrine barred a direct action against the general contractor. See *Hexagon Holdings, Inc.*, 199 A.3d at 1043. In the instant

³ For example, the Court in *Rousseau v. K.N. Construction, Inc.*, 727 A.2d 190 (R.I. 1999) determined that the economic loss doctrine does not apply to consumer transactions. *Rousseau*, 727 A.2d at 193. In the instant matter, there is no dispute that all of the entities involved are commercial entities and the relationships arise from commercial transactions.

matter, this Court has already determined that the economic loss doctrine bars several of Aisle Five's tort claims against CVS. There is no dispute that Ransom and GBC were hired by and under contract with CVS for the purpose of fulfilling CVS's remediation obligations and construction under the Lease. (Ransom Opp'n Ex. B, "CVS Corporate Services Agreement" (naming GBC as the developer/architectural firm and Ransom as the consultant for the "Remedial Action Oversight"); CVS Lease § 2.1(b) (CVS "shall use Ransom . . . and/or another environmental engineering firm or firms reasonably acceptable to [Aisle Five] to remediate the Hazardous Substances at the Shopping Center in accordance with the Remedial Action Work Plan[.]").) Neither Ransom nor GBC dispute or provide any evidence to contradict the fact that they are contractors of CVS.⁴ Thus, as in *Hexagon Holdings*, Aisle Five cannot sue CVS's contractors for negligence if it cannot sue CVS directly for negligence. See *Hexagon Holdings, Inc.*, 199 A.3d at 1043.

In addition, the Lease provided for the event that CVS's contractors failed in their remediation efforts by causing the release of hazardous waste and further allocated the risk of loss to CVS for its contractors' failed efforts. (Lease §§ 13(p)(ii), 15(a) ("[W]ith regard to the presence or Release of any Hazardous Substances caused by Tenant or any of the Tenant Related Parties, Tenant shall remove or remediate same to the extent required by all governmental laws . . . and at Tenant's sole cost."; "Tenant Related Parties" includes Tenant's officers, agent, servants, employees, contractors, sublessees, invitees, or affiliates[.]").) Therefore, not only does the principle in *Hexagon Holdings* hold true—that if one cannot bring a tort claim against the

⁴ The Lease does not define contractor. Under the plain and ordinary meaning of that term—"a party to a contract" or "one who contracts to do work for . . . another"—the documentary evidence, which is undisputed, demonstrates that Ransom and GBC were contractors of CVS in relation to the remediation of the property. *Contractor*, Black's Law Dictionary 413 (11th ed. 2019); Ransom Opp'n Ex. B.

contractual promisor because the contract controls, then one cannot bring that same claim against the contractor hired to perform the obligations of the promisor under that contract—but also Aisle Five’s and CVS’s intentions were clear; the Lease was to serve as the device to allocate the risk of remediation efforts no matter whom CVS hired to perform in those efforts under the Lease. See *Hexagon Holdings, Inc.*, 199 A.3d at 1040, 1043.

Thus, there are no genuine issues of material fact that Aisle Five’s damages are purely economic and that Ransom and GBC are contractors of CVS under the Lease,⁵ and thus, the economic loss doctrine bars the contribution claims against the Pray Group because Aisle Five cannot assert the relevant tort claims against either Ransom or GBC. Only certain of Aisle Five claims against Ransom and GBC, and in turn Ransom and GBC’s claims against D.F. Pray and/or NERCC, are relevant to this motion. Aisle Five asserts various claims against both Ransom and GBC. However, Ransom and GBC’s derivative claims are limited by their own allegations in their respective pleadings.

First, Ransom claims that either D.F. Pray or NERCC were responsible for removing the septic tank—which Ransom later punctured—and failed to do so, and because of this, either D.F. Pray or NERCC, or both, are responsible to Ransom for contribution in the event that Ransom is found liable to Aisle Five for puncturing the tank. The only tort claim for which the Pray Group’s alleged failure to act is possibly relevant—according to Ransom’s allegations—is for negligence—

⁵ Ransom argues that the Pray Group relied upon inadequate admissible evidence, specifically allegations, and not facts, to support its summary judgment motion and cites to certain allegations made by Aisle Five and cited by the Pray Group in its memorandum of law in support of its motion for summary judgment. (Ransom Opp’n at 6.) However, the relevant facts to this dispute were either admitted by CVS, such as there being a lease between Aisle Five and CVS and that it was known by those parties that the premises needed remediation, or supported by undisputed documents, such as Ransom’s Exhibit B showing that both Ransom and GBC are contractors of CVS related to the remediation.

that is, in failing to act according to a certain standard or neglecting to act when there was an obligation to do so.⁶ Because the Court can conclusively determine that Ransom cannot be liable in negligence to Aisle Five due to the economic loss doctrine, the Pray Group cannot be liable for contribution to Ransom for that claim.⁷

Second, GBC claims that if it is liable to Aisle Five for abandoning and/or puncturing the septic tank, then “its liability is strictly vicarious and is due solely to the negligence or other acts of D.F. Pray[,]” and it is entitled to contribution from D.F. Pray.⁸ (GBC Cross-cl. ¶¶ 9-10, 26.) As

⁶ There are no allegations that relate to the element of intent, such as whether the Pray Group knew or should have known or acted with the intentional disregard for its responsibility. However, Ransom’s allegations as they relate to the Pray Group are only fitting for contribution for Ransom’s negligence as a responsibility to act and a failure to do so. For example, there are no allegations that the Pray Group acted intentionally or made any representations, such that Aisle Five’s “intentional tort” or misrepresentation counts are relevant. To the extent that Ransom has even stated a claim for contribution against the Pray Group, the Court is limiting that claim to negligence.

⁷ The Court finds Ransom’s other arguments unconvincing and/or irrelevant to the issues at hand. First, Ransom argues that the Pray Group cannot rely upon a self-serving affidavit to establish that there is no genuine issue of material fact. However, the Pray Group’s Affidavit of Michael Burke, an executive employed by D.F. Pray, merely seeks to establish that D.F. Pray never entered into a contract with GBC, and rather, D.F. Pray entered into a contract with NERCC relative to the project at issue. (Pray Group Mem. Ex. 2 ¶¶ 7-9.) The Court cannot see how the question of whether GBC entered into a contract with D.F. Pray or NERCC is of any relevance to Ransom’s claims, and Ransom does not explain such relevance. In addition, Ransom’s own exhibit—Exhibit G—is the deposition testimony of GBC’s corporate designee establishing that GBC entered into a contract with NERCC, not D.F. Pray. In providing this testimony, Ransom established the only fact that D.F. Pray sought to establish through its affidavit. Nevertheless, this fact has no conclusive effect. Second, Ransom disputes the claim that D.F. Pray and NERCC were discrete entities, suggesting an alter ego theory, but fails to explain the relevance of D.F. Pray and NERCC being one in the same. In fact, it makes no difference to Ransom’s contribution claim as it relates to this motion because in order for Ransom to have a contribution claim against D.F. Pray and/or NERCC, Aisle Five must have a claim against Ransom for which Ransom would be entitled to contribution from a joint tortfeasor.

Finally, Ransom asserts that “if the Court grants the instant motion despite Rule 56(f), then – as a matter of law – the Court must also enter judgment for Ransom and dismiss Plaintiff’s negligence claims.” (Ransom Opp’n at 6.) If Ransom believes it is entitled to judgment as a matter of law on any claims, it must file the appropriate motion.

⁸ There are no other allegations that make mention of D.F. Pray, such as a negligent act by D.F. Pray, such that D.F. Pray is a joint tortfeasor. There are also no other allegations relating to D.F.

the Court can conclusively determine that GBC cannot be liable in negligence to Aisle Five due to the economic loss doctrine, D.F. Pray cannot be liable for contribution to GBC for that claim.

As a result of the economic loss doctrine barring Aisle Five’s negligence claims against Ransom and GBC, as a matter of law, Ransom cannot claim contribution from the Pray Group, and GBC cannot claim contribution from D.F. Pray. The Pray Group’s motion with respect to Ransom’s Counts I and II and GBC’s Count V is granted as there are no genuine issues of material fact that D.F. Pray and/or NERCC are not liable for contribution where the economic loss doctrine bars the negligence claims against Ransom and GBC.

2

Whether the Economic Loss Doctrine Bars GBC’s Indemnification Claim

The Pray Group argues that the economic loss doctrine also bars GBC’s indemnification claim. (Pray Group Mem. at 9.) GBC’s Crossclaim requests indemnification from D.F. Pray in the event that GBC is liable to Aisle Five.⁹ (GBC Cross-cl. ¶ 28.) GBC alleges that “its liability is strictly vicarious and is due solely to the negligence or other acts of D.F. Pray[.]” Id.

Pray that are relevant to any other claim made by Aisle Five against GBC. Notably, there are no allegations, whatsoever, that mention NERCC. Nevertheless, because GBC mentions D.F. Pray’s “negligence or other acts” as the subject of GBC’s claim for contribution, the Court limits GBC’s request for contribution to Aisle Five’s negligence claim against GBC. As aforementioned, because a claim for contribution is a right against a joint tortfeasor, there must be some specific claim—not all tort claims asserted in general—that the injured party has against the one tortfeasor that allows that tortfeasor to seek contribution from another for the same tort. See *Cacchillo*, 111 R.I. at 595, 305 A.2d at 542. To the extent that GBC has even stated a claim for contribution against D.F. Pray, the Court is limiting that claim to negligence.

⁹ Although claims for indemnification can sound in tort or in contract, GBC has not brought a contractual indemnification claim, or any contractual claims, before the Court for its consideration. GBC did not allege the existence of any contract in its Crossclaim, did not state any allegation or claim against NERCC, did not allege facts to support an alter ego theory, and did not raise an alter ego theory amongst D.F. Pray and NERCC until its opposition to this motion. The Court is going to decline to create a contract claim, whether for indemnification or otherwise, where none has been brought before the Court. The proper means of bringing a claim is through a pleading;

First, as established in the foregoing, where a party cannot bring a claim of negligence against the primary contracting party—here CVS—it also cannot bring that action against the primary contracting party’s contractor(s) who was (were) hired to perform the obligations under the contract—here Ransom and GBC. See *Hexagon Holdings, Inc.*, 199 A.3d at 1043.

Furthermore, in *Franklin Grove*, the Court held that if the economic loss doctrine bars the primary negligence claim against the party seeking indemnification, there cannot be an independent derivative indemnification claim. See *Franklin Grove*, 936 A.2d at 1277-78. As set forth above—and the same holds true here—Aisle Five’s claimed damages are confined to those resulting from the remediation of the property subject to the Lease; there is no dispute that Aisle Five and CVS entered into the Lease knowing of the need for remediation of hazardous conditions, that CVS undertook the obligations to remediate the same, and that CVS hired both Ransom and GBC in connection with these efforts.

The negligence claim against CVS was dismissed due to the economic loss doctrine, as this Court found that Aisle Five’s alleged damages were economic in nature under that doctrine. Because the economic loss doctrine bars Aisle Five’s negligence claim against CVS, both of whom are commercial entities, it also bars the negligence claim against GBC. Barring Aisle Five’s claim of negligence against GBC, GBC does not have a viable derivative claim for indemnification based on that claim of negligence against anyone, neither D.F. Pray nor NERCC.

GBC has not created a genuine issue of material fact relative to the instant motion, and its arguments in opposition do not support there being any outstanding issues that would have any

without a pleading, a party has not been placed on notice of the claim against it. As a result, the Court is treating the indemnification claim as a derivative tort claim.

effect if the Court were to continue this motion.¹⁰ Therefore, the Pray Group’s motion with respect to GBC’s Count VI is granted.

Having found that there are no issues of material fact and that the Pray Group is entitled to judgment as a matter of law, the Pray Group’s Motion for Summary Judgment is granted.

IV

Motion for Leave to File Third Party Complaint

“Under Rule 14, the decision as to whether or not to allow a defendant to file a third-party complaint is left to the sound discretion of the trial court.” *Wampanoag Group, LLC v. Iacoi*, 68 A.3d 519, 522 (R.I. 2013) (citing *Pettella v. Corp Brothers, Inc.*, 107 R.I. 599, 613, 268 A.2d 699, 706 (1970)). Rule 14 of the Superior Court Rules of Civil Procedure “governs impleader[.]” *Wampanoag Group, LLC*, 68 A.3d at 522, which allows “a defending party, as a third party plaintiff,” to serve “a person not a party to the action who is or may be liable to the third-party plaintiff for all or part of the plaintiff’s claim against the third-party plaintiff[.]” Super. R. Civ. P. 14(a). (Emphasis added).

On February 27, 2019, GBC filed a Crossclaim asserting claims of contribution from D.F. Pray, and on March 3, 2020, NERCC was made a party to the action by way of Ransom’s Motion for Leave to Amend. Thus, when GBC filed the instant Motion for Leave to File Third Party Complaint against NERCC, NERCC was already a party to the action. Because Rule 14 is designed to implead a person not a party to the action, GBC’s instant motion is procedurally

¹⁰ GBC argues that (1) summary judgment is premature, which was addressed supra; and (2) an issue of material fact remains as to whether D.F. Pray and NERCC are separate entities yet does not explain the significance of this argument. (GBC Opp’n at 4-5.) At least in the context of this derivative tort claim, whether GBC was in contract with D.F. Pray or NERCC is irrelevant because a derivative claim is not independent but dependent upon the direct claim. Without the direct claim against GBC, GBC has no derivative claim left standing.

deficient. The proper procedure in this circumstance would have been for GBC to file a motion to amend its Crossclaim.

Each Rule of Civil Procedure carries its own posture, requirements, and hurdles. Accordingly, to add these claims against NERCC, GBC must file the proper motion and clear the Rule 15 specific hurdles, such as relation back and futility.¹¹ However, the particular motion before the Court cannot be used to add these claims against NERCC who is already a party to this action. As a result, GBC's Motion for Leave to File Third Party Complaint is denied.

V

Conclusion

Based on the foregoing, the Pray Group's Motion for Summary Judgment is granted and GBC's Motion for Leave to File Third Party Complaint is denied. Counsel for D.F. Pray and NERCC shall submit the appropriate orders for entry.

¹¹ As was thoroughly set forth, supra Section III relative to the Motion for Summary Judgment, the economic tort doctrine bars the tort-based claims of contribution and indemnification. For the same reasons set forth in that analysis, the doctrine would similarly apply to GBC's proposed claims of contribution and indemnification from NERCC under § 10-6-1 et seq. Because NERCC argued this point in its objection and because this Court must also weigh judicial efficiency, the Court notes here that if GBC were to propose these claims arising in tort pursuant to a motion to amend, this subject of the motion would be futile.

In addition, the statute of repose set forth in § 9-1-29 in conjunction with the need to relate back would create another substantial hurdle for GBC's proposed claims of contribution and indemnification based in tort. Although the statute's application to contractual indemnification claims for tortious acts is not so clear, that proposed claim has its own hurdles. Because this action has been pending for over two and one half years and NERCC has been a party to this action for over a year, if GBC is to file the appropriate motion, it should also be prepared to clear the coinciding hurdles.