

Hearing Date: January 21, 2025

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT
PC-2024-04526

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.,)
TRANSYSTEMS CORPORATION, and)
VANASSE HANGEN BRUSTLIN, INC.,)
)
Defendants.)

DEFENDANT STEERE ENGINEERING, INC.’S
MOTION FOR JUDGMENT ON THE PLEADINGS

Pursuant to Rhode Island Superior Court Rule of Civil Procedure 12(c), Defendant Steere Engineering, Inc. (“Steere”) hereby moves this Honorable Court for an order entering judgment on the pleadings on all Counts against it, specifically Counts II, XIX, and XX. As grounds for this motion, Steere states that: (1) contract obligating Steere to perform services on which the complaint is based was limited in scope and unrelated to the “piers 6 and 7” that are the subject of the complaint and the alleged cause of the losses for which the State of Rhode Island (the “State”) seeks recovery; (2) the claims of the State are barred by the economic loss doctrine; (3) the State’s

alleged damages are not recoverable because they are betterments and would unjustly enrich the State; and (4) declaratory judgment is unavailable because the State has failed to plead a justiciable controversy which is ripe for adjudication.

Steere further relies upon its memorandum of law as well as Exhibits 1 and 2 attached to this motion.

Respectfully submitted,

/s/ Warren D. Hutchison
Warren D. Hutchison, #5571
Freeman Mathis & Gary, LLP
10 Dorrance Street, Suite 700
Providence, RI 02903-2014
T: (401) 519-3724
Warren.Hutchison@fmglaw.com

Dated: November 22, 2024

CERTIFICATE OF SERVICE

I, Warren D. Hutchison, hereby certify that on this day, November 22, 2024, a true copy of the foregoing has been filed and served on all parties of record through the Rhode Island electronic filing system. The document electronically filed and/or served is available for viewing and/or download from the Rhode Island Judiciary's Electronic Filing System.

/s/ Warren D Hutchison
Warren D. Hutchison



AECOM
10 Orms Street
Suite 405
Providence, RI 02904
www.aecom.com

401-861-2766 tel
401-521-2730 fax

March 17, 2014

Ms. Patricia Steere, PE
Steere Engineering, Inc.
2374 Post Road, Suite 201
Warwick, RI 02886

Re: Notice to Proceed for Washington Bridge North No. 700
RIC 2014-EB-003

Dear Ms. Steere:

Reference is made to the attached Agreement for Subconsulting Services ("Subconsulting Agreement") between AECOM Technical Services, Inc. ("AECOM") and Steere Engineering, Inc. ("Subconsultant"), for Preliminary Structural Design Services (the "Services") for Washington Bridge North No. 700 (the "Project") located in East Providence, RI pursuant to AECOM's executed Prime Contract with RIDOT ("Client").

Pursuant to the terms set forth herein, you are authorized to begin performance of the Services, as follows:

See attached Steere Engineering Proposal including Scope, Work Breakdown Structure (WBS) and Total Cost dated November 6, 2013.

Subconsultant agrees to be bound to AECOM in the same manner and to the same extent as AECOM is bound to the Client under the Prime Contract, except as set forth herein. The Subconsultant acknowledges prior receipt of the fully executed Prime Contract, including all applicable Exhibits and Attachments thereto, and understands all of the terms and obligations of the contract documents.

The total amount obligated under this NTP shall not exceed \$125,428.17 as detailed in the previously referenced proposal. Please reference AECOM Project Number 6031687, Purchase Order Number 52466 and me as Project Manager on all invoices. Invoices will be prepared in RIDOT format and will include a Progress Summary and a tabulation of approved budget, spent to date, amount of current invoice and remaining budget.

We look forward to working with you this project.

Sincerely,
AECOM Technical Services, Inc.

Robert Wright, PE
Vice President

Cc: 60316872 Project File, C. Costello



AECOM Project Number 60316872
AECOM Project Name Washington Bridge
AECOM PO Number 52466

CONSULTING SERVICES SUBCONTRACT

This Consulting Services Subcontract ("Subcontract") effective this March 14, 2014, is by and between AECOM Technical Services, Inc., a California corporation ("AECOM") and Steere Engineering Inc., a corporation ("Subconsultant"), each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

- 1. SCOPE OF SERVICES** Subconsultant shall perform the services as set forth in **EXHIBIT A** ("Subcontracted Services"), attached and incorporated herein by reference. Performance of any portion of the Subcontracted Services constitutes acceptance of the terms and conditions of this Subcontract.
- 2. TERM OF AGREEMENT** Upon execution by the Parties, this Subcontract shall have the effective date as set forth above and shall remain in force until all obligations related to the Subcontracted Services have been fulfilled, unless sooner terminated as provided herein.
- 3. COMPENSATION AND PAYMENT** Subconsultant shall be paid for the proper performance of the Subcontracted Services as set forth in **EXHIBIT B** ("Compensation and Payment"), attached and incorporated herein by reference.
- 4. INCORPORATION OF PRIME CONTRACT** Subconsultant assumes toward AECOM all of the obligations and responsibilities that AECOM assumes toward its client *State of Rhode Island and Providence Plantations* ("Client") in the contract between AECOM and Client dated January 29, 2014 ("Prime Contract") as they relate to the Subcontracted Services. The Prime Contract is set forth in **EXHIBIT C**, attached and incorporated herein by reference. Unless otherwise set forth in Article 25 (Special Terms & Conditions) in the event of a conflict or inconsistency between this Subcontract and the Prime Contract, the more stringent provision shall apply.
- 5. NOTICE** All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery at the following addresses:

TO AECOM:

10 Orms Street, Suite 325
Providence, RI 02904

Attn: Robert Wright, PE

Claims-related notices shall be copied to:
Robyn Miller, Chief Counsel, Americas
515 South Flower Street, Suite 1050
Los Angeles, CA 90071



Steere Engineering Inc.
March, 14, 2014

TO SUBCONSULTANT: Steere Engineering, Inc,
2374 Post Road, Suite 201
Warwick, RI 02886

Attn: Patricia Steere, PE

or to that address which the receiving Party may from time to time give notice to the other Party in writing. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept or inability to deliver.

6. SUBCONSULTANT RESPONSIBILITY

6.1 Subconsultant represents that it has and commits the expertise, experience, personnel and resources to properly perform the Subcontracted Services and that all personnel engaged in the Subcontracted Services shall be fully qualified, authorized, licensed, trained and permitted as required by applicable Law or the requirements of this Subcontract to perform the Subcontracted Services. Subconsultant shall remove any employee or lower-tier subconsultant or subcontractor ("subcontractor"), from performance of the Subcontracted Services if so directed in writing by AECOM.

6.2 By executing this Subcontract, Subconsultant warrants that for the duration of this Subcontract and any longer period if required by the Prime Contract, Subconsultant meets and will continue to meet all disclosure obligations and certifications ("Certifications") required for performance of the Subcontracted Services, including but not limited to any applicable Certifications set forth in the Prime Contract. Subconsultant shall immediately provide notice to AECOM of any changes to such Certifications.

6.3 Subconsultant shall perform the Subcontracted Services in accordance with that degree of care and skill ordinarily exercised by members of the same profession currently performing the same or similar services under the same or similar circumstances unless a higher standard is set forth in the Prime Contract, in which case that higher standard shall apply. Subconsultant shall be solely responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, calculations, reports, documents or other Data to be provided under this Subcontract, and shall, without additional compensation, correct or revise any errors or deficiencies promptly upon notice or discovery thereof. Review, inspection, approval, acceptance or payment by AECOM of the Subcontracted Services does not release or otherwise waive Subconsultant's sole responsibility for the proper performance of the Subcontracted Services.

6.4 All communications with the Client and/or applicable governmental regulatory agencies related to this Subcontract will be exclusively through or pursuant to the express written direction of AECOM. Subconsultant shall direct inquiries from Client and/or governmental regulatory agencies to AECOM for appropriate response. Should the Client and/or the governmental regulatory agency insist on communications directly with Subconsultant, Subconsultant shall promptly advise AECOM of the nature, extent and substance of such communications.

6.5 Subconsultant shall attend periodic meetings or events as may reasonably be required by AECOM for the proper coordination of the Subcontracted Services. Subconsultant shall be prepared to accurately report on the current and projected status of the Subcontracted Services at those meetings or events and at such other times as requested by AECOM.

7. **INDEPENDENT CONTRACTOR** Nothing contained in this Subcontract shall be construed to create a partnership, joint venture, or employer/employee or principal/agent relationship between AECOM and Subconsultant or between Client and Subconsultant. Subconsultant shall be solely responsible for all taxes, contributions, fees and other amounts imposed by Law, including but not limited to workers' compensation, unemployment insurance, social security, income tax or other employment-related Law. Subconsultant, Subconsultant's lower-tier subconsultants and their respective officers, employees and agents shall not be entitled to any employment benefits provided by AECOM to its employees. Subconsultant shall be solely responsible for the means and methods for the performance of the



Subcontracted Services. Subconsultant shall also have no authority to make commitments of any form or kind on behalf of AECOM or Client.

8. HEALTH & SAFETY

8.1 Subconsultant shall take all necessary precautions for the health and safety of its employees and other persons under Subconsultant's responsibility or control. Subconsultant shall, at a minimum, comply with the applicable Law and requirements established by AECOM and the Client related to the Subcontracted Services. Subconsultant shall coordinate its actions with those of the Client, AECOM and others, as applicable, but Subconsultant shall remain responsible for independently evaluating the risks specifically related to the Subcontracted Services and take such additional safeguards as appropriate.

8.2 If the Subcontracted Services require access to the Project Site ("Project Site"), then Subconsultant shall have and implement a site-specific health and safety plan, assign a "competent person" (as defined by OSHA) to implement and enforce Subconsultant's health and safety plan and provide any appropriate personal protective equipment. AECOM retains the right to review Subconsultant's health and safety plan in order to monitor Subconsultant's compliance, but such review is solely for the benefit of AECOM and shall not relieve Subconsultant of its representations and obligations related to the Subcontracted Services.

8.3 In accordance with all applicable Client and regulatory requirements, Subconsultant shall immediately report to AECOM any (i) death, injury, illness or "near miss" event that could reasonable have caused death, injury or illness to persons or (ii) any change in the physical conditions of the Project Site that are likely to increase the risk of death, injury or illness to persons, ("Conditions"). Subconsultant shall be solely responsible for identifying and implementing actions needed to correct such Conditions.

9. COMPLIANCE WITH LAW

9.1 Subconsultant shall not, directly or indirectly, undertake, cause or permit to be undertaken any activity related to this Subcontract that:

9.1.1 is illegal under any applicable law, regulations, ordinances or other governmental requirement, ("Law"), or;

9.1.2 would have the effect of causing AECOM or its subsidiaries or affiliates to be in violation of applicable Law, including, without limitation, the U.S. Foreign Corrupt Practices Act or UK Bribery Act.

9.2 In connection with this Subcontract, no Party shall give, offer, promise or authorize, directly or indirectly, anything of value to:

9.2.1 an official, officer, employee or any other person acting in an official capacity for or on behalf of any government (including any department, agency, or instrumentality thereof), state-owned enterprise, international organization or any subdivisions, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as "Official"), including the government(s) of the states or localities in which Subcontracted Services will be performed;

9.2.2 any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered or promised to an Official in order to:

9.2.2.1 influence any official act or decision, or;

9.2.2.2 induce an Official to do or omit to do any act in violation of his or her lawful duty or Law, or;

9.2.2.3 induce an Official to use his or her influence to affect or influence a decision or act of any government, instrumentality, or international organization, or;



9.2.2.4 assist the Parties or any other person in obtaining or retaining business for or with, or in directing business to the Parties or any other person, or;

9.2.2.5 seek, obtain or secure an unfair or improper advantage for the Parties in any respect.

9.3 In connection with this Subcontract, no Party shall make a contribution or give, offer, promise or authorize, directly or indirectly, anything of value to any political party, official of a political party or candidate for office on behalf of or associated with the Parties or in connection with the purpose of this Subcontract.

9.4 In connection with this Subcontract, no Party shall engage in any acts of bribery, kickback or other improper inducement, including bribery of a person in the private sector.

9.5 Subconsultant shall not subcontract any part of the Subcontracted Services without obtaining AECOM's prior written consent. AECOM reserves the right in its sole discretion to reject a request to engage or retain any such lower-tier subconsultant.

9.6 Subconsultant hereby covenants that neither it nor any officer, director, owners, principal shareholder, investor, agent, representative, employee or lower-tier subconsultant of the Subconsultant, or any family member of such persons, is now or during the term of this Agreement will become an Official, political party official, or candidate for political office. Subconsultant shall not employ any Official, political party official, or candidate for political office during the term of this Subcontract. Subconsultant further covenants that no Official, political party official, or candidate for political office is deriving any benefit, directly or indirectly, from this Subcontract. Subconsultant agrees to notify AECOM immediately of any changes to this covenant in the event that Subconsultant cannot meet the above covenant. Subconsultant shall identify the Official, political party official, or candidate for political office to AECOM, and AECOM will in its sole discretion determine whether and on what terms to proceed with or terminate this Subcontract.

9.7 In no case shall AECOM be obligated to take any action or make any payment to Subconsultant or any lower-tier subconsultant that would cause AECOM to suffer a penalty or contravene applicable Law.

9.8 Subconsultant shall comply with applicable export control and import customs laws, including but not limited to the U.S. International Traffic in Arms Regulations, the U.S. Department of Commerce's Export Administration Regulations, U.S. Office of Foreign Assets Control Regulations U.S. Anti-boycott Regulations and applicable non-U.S. export and sanctions regulations (collectively, "Export/Import Regulations"). The Parties acknowledge that the Export/Import Regulations control the export, re-export, transfer or re-transfer of both tangible and intangible goods, including technical data and services, when required under Export/Import Regulations, the exporting Party exporting or importing the tangible or intangible items shall obtain appropriate written authorization from the applicable government agency prior to taking such action.

9.9 If Subconsultant breaches any of the covenants contained in this Article 9, AECOM shall have the right to immediately terminate this Subcontract without penalty or further payment of any sums due and owing or claimed by Subconsultant. In such instance, Subconsultant shall indemnify AECOM for any penalties, losses and expenses resulting from such breach of the provisions of this Article.

9.10 The Parties agree that if certain terms and conditions are required by Law, that this Subcontract shall be deemed to have and hereby does incorporate such terms and conditions herein by reference.

10. CONFIDENTIALITY Subconsultant hereby agrees that information provided by AECOM or the Client or developed by Subconsultant under this Subcontract ("Information") shall be considered confidential and proprietary and shall not be reproduced, transmitted, disclosed or used by Subconsultant without the written consent of AECOM, except as may be necessary for Subconsultant to fulfill its obligations herein; provided that these limitations shall not apply to Information which is (i) already known to Subconsultant at time of its disclosure; (ii) becomes publicly known through no wrongful act, omission



or misconduct of Subconsultant; (iii) communicated to a third party with the express written consent of AECOM and not subject to restrictions on further use or disclosure; (iv) independently developed by Subconsultant; or, (v) required by Law to be disclosed to any governmental agency, provided that before making such disclosure, Subconsultant shall immediately provide AECOM with written notice and provide AECOM with a reasonable opportunity for AECOM to object to the disclosure or to take action in order to maintain the confidentiality of the Information.

11. DATA RIGHTS

11.1 All data, Information, reports, drawings, renderings, plans, specifications, memoranda or other documents, test data, calibration records, survey results, photographs, renderings, sketches, models, written works of authorship, regardless of format and all other items used or developed as a part of the Subcontracted Services, ("Data"), and without regard to the media in which the Data was developed, shall be the property of AECOM.

11.2 Notwithstanding the above paragraph, work papers, proprietary information, processes, methodologies, know-how and software ("Subconsultant Data") previously belonging or licensed to Subconsultant and used to perform the Subcontracted Services shall remain the property of Subconsultant unless otherwise set forth in this Subcontract. To the extent the Subcontracted Services contain Subconsultant Data, Subconsultant hereby grants to AECOM and to Client a non-exclusive, non-assignable, royalty-free, irrevocable license to use such Subconsultant Data for the purposes set forth herein.

11.3 The Subconsultant represents that its performance of the Subcontracted Services and any work product created in association with the performance of the Subcontracted Services will not infringe on any applicable copyright, patent, trademark, trade secret or other intellectual property right of others. This is a continuing obligation on the part of Subconsultant.

11.4 Subconsultant shall promptly deliver all Data to AECOM upon the earlier of AECOM's request or upon completion of the Subcontracted Services. Such delivery is a condition precedent for payment of Subconsultant's final invoice. Subconsultant shall be fully responsible for the care and protection of the Data until such delivery. Unless otherwise required herein, Subconsultant may retain a copy of the Data for Subconsultant's archives, subject to ongoing compliance with confidentiality restrictions set forth herein.

11.5 Subconsultant agrees not to assert, or to allow persons performing under Subconsultant's authority or control to assert, any rights to Data, or establish any claim to the Data. It is expressly agreed that all copyrightable, trademark or patentable Data produced under the Subcontracted Services has been specifically commissioned by AECOM, shall be considered "work for hire," and that all copyrightable and other proprietary rights therein shall vest solely in AECOM. Subconsultant hereby assigns any and all rights, title and interests under copyright, trademark and patent Law to AECOM and agrees to assist AECOM in perfecting the same at AECOM's direction and expense. This obligation shall survive termination of this Subcontract.

11.6 Subconsultant shall not make changes to the drawings of AECOM or any of AECOM's other Subconsultants without written permission of the drafting Party.

11.7 Subconsultant shall retain the contract documents and final deliverables related to the Subcontracted Services for ten years unless a longer retention period is required under the Prime Contract.

12. SUSPENSION Except as directed in writing by AECOM, Subconsultant shall not suspend its performance or otherwise fail to maintain the timely progress of the Subcontracted Services. AECOM reserves the right to suspend all or any portion of the Subcontracted Services upon written notice ("Suspended Services"). Immediately upon receipt of such notice, Subconsultant shall suspend the Subcontracted Services as directed by AECOM until such time as AECOM issues written direction to resume the performance of the Subcontracted Services. Subconsultant shall also take such additional actions as may be directed by AECOM to protect the Subcontracted Services during the period of such



suspension. Subconsultant may be entitled to an equitable adjustment contingent upon AECOM obtaining a corresponding equitable adjustment from the Client as it relates to the Subcontracted Services.

13. TERMINATION

13.1 AECOM may terminate this Subcontract in whole or in part for its convenience at any time by written notice to Subconsultant. Upon receipt of such notice, Subconsultant shall immediately discontinue performance of the Subcontracted Services on the date and to the extent specified in writing by AECOM. In addition, Subconsultant shall, upon AECOM's request, promptly deliver all Data related to the Subcontracted Services to AECOM. AECOM shall pay Subconsultant for the Subcontracted Services properly performed up through the date of termination. Subconsultant shall not be entitled to lost profit or other compensation for any Subcontracted Services not performed.

13.2 AECOM may terminate this Subcontract for cause, in whole or in part, if Subconsultant fails to properly perform the Subcontracted Services or fails to maintain the progress of the Subcontracted Services so as to jeopardize the successful and timely performance of the Subcontracted Services and, following notice, fails to cure such defect or deficiency within such time as AECOM may reasonably direct. Subconsultant shall cease that portion of the Subcontracted Services terminated by AECOM as of the date set forth in the notice of termination. Subconsultant shall continue to perform such portion of the Subcontracted Services, if any, not terminated by AECOM. In addition, Subconsultant shall, upon AECOM's request, promptly deliver all Data related to the Subcontracted Services to AECOM. Subconsultant shall remain liable for the additional costs reasonably incurred by AECOM to remedy the defective or deficient Subcontracted Services. The reimbursements due to AECOM as set forth above may be deducted from any sums due to the Subconsultant, and Subconsultant shall promptly pay any remaining costs reasonably incurred by AECOM.

13.3 If AECOM terminates this Subcontract for cause and it is subsequently determined that Subconsultant was not in default, then the termination shall be deemed to have been issued for the convenience of AECOM as set forth above.

14. INDEMNITY

14.1 Subconsultant shall be subject to indemnification obligations under the Prime Contract to the same extent that AECOM is bound as it relates to the Subcontracted Services. Notwithstanding the above, at a minimum, Subconsultant agrees to defend, indemnify and hold AECOM and its directors, officers and employees harmless from and against all claims, suits, demands, damages, losses, costs, expenses (including reasonable attorneys' fees), fines, or penalties, ("Loss"), arising out of or related to Subconsultant's actual or alleged negligence, misconduct or breach of this Subcontract.

14.2 Subconsultant agrees to defend, indemnify and hold AECOM and its directors, officers and employees harmless from and against all Loss arising out of or related to Subconsultant's actual or alleged infringement of letters patent, trademarks and copyrights arising from or related to the Subcontracted Services, to the extent that the Subcontracted Services are used as normally intended and are not made to AECOM's own specifications.

15. **WAIVER** No provision of this Subcontract shall be considered waived by either Party thereto unless such waiver is reduced to writing and signed by the Party issuing the waiver. No such waiver shall be construed as a modification of any other provision of this Subcontract or as a waiver of any past or future default or breach, except as expressly stated in the waiver.

16. **DISPUTE RESOLUTION** Any dispute relating to this Subcontract shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Subcontracted Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the representatives may agree, the dispute may be decided by alternative forms of dispute resolution as mutually agreed or either Party may then pursue its respective rights in law or equity. No written or verbal representation made by either Party in the



Steere Engineering Inc.
March, 14, 2014

course of any discussions between the Representatives or other settlement negotiations shall be deemed to be a party admission. Pending final resolution of the dispute, the Subconsultant shall proceed diligently with the performance of the Subcontracted Services as directed by AECOM and AECOM shall continue to pay the undisputed payments due to Subconsultant for such Subcontracted Services in accord with the payment provisions of this Subcontract.

17. INSURANCE

17.1 Subconsultant, at Subconsultant's sole expense, shall procure and maintain the greater of: i) the insurance requirements of the Prime Contract; or ii) the following types and amounts of insurance, unless a written waiver of such requirements is expressly set forth in Article 25 of this Subcontract:

17.1.1 Workers' Compensation Insurance and Employers' Liability Insurance with statutory limits or \$1,000,000, whichever is greater.

17.1.2 Commercial General Liability Insurance ("CGL") covering liabilities for bodily, property damage, personal injury and advertisement injury, with additional insured endorsements for ongoing and completed operations, and with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

17.1.3 Automobile Liability insurance for any vehicle used in conjunction with the Subcontracted Services, with limits of liability not less than \$1,000,000 coverage each accident combined single limit for both bodily injury and property damage.

17.1.4 An Umbrella or Excess Policy may be used to meet the CGL and Automobile Liability insurance requirements.

17.1.5 Professional Liability Insurance with coverage of ~~\$3,000,000~~ ^{\$2,000,000 PDS} per claim and ~~\$3,000,000~~ ^{\$2,000,000 PDS} in the aggregate. Professional Liability insurance shall be maintained for an additional, uninterrupted period of at least five (5) years after completion of the Subcontracted Services or for such time period as is required by the Prime Contract, whichever is longer.

17.2 All insurance, other than Professional Liability, Workers' Compensation and Employer Liability insurance(s), shall be primary, waive subrogation, and name AECOM and State of Rhode Island and Providence Plantations as additional insureds.

17.3 Subconsultant shall require its lower-tier subconsultant, if any, to maintain the insurance specified above, naming AECOM and the Client as additional insureds.

17.4 Prior to commencing the Subcontracted Services and upon any renewal of Subconsultant's insurance policies, Subconsultant shall promptly provide AECOM with updated certificates of insurance evidencing continued compliance with the foregoing requirements, accompanied by copies of the applicable endorsements. Acceptance of an incomplete or improper certificate when requested, or failure to identify a deficiency in coverage, shall not be construed as a waiver of Subconsultant's obligation to maintain in effect the coverages required by this Article. Certificates of insurance shall reference the applicable AECOM Project Name and Number and be mailed to:

AECOM Technical Services, Inc.

66 Long Wharf
Boston, MA 02110

Attn: Ms. Cynthia Costello

17.5 Subconsultant shall provide AECOM with 30 days' advance written notice, 10 days for non-payment of premium, prior to cancellation or material change in policy coverage(s).



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17.6. The insurance coverage limits required herein are minimum limits and shall not be construed as limits on Subconsultant's liability, limits on Subconsultant's indemnity obligations, or as adequate insurance coverage for Subconsultant's obligations under this Subcontract. Any failure by Subconsultant to comply with the insurance coverage requirements set forth above shall constitute a material breach of this Subcontract and AECOM may withhold payment to Subconsultant pending cure of such breach.

18. GOVERNING LAW The validity, construction and performance of this Subcontract and all disputes between the Parties arising out of or related to this Subcontract shall be governed by the laws of the jurisdiction set forth in the Prime Contract; or if not expressly set forth in the Prime Contract, by the laws of the State of California.

19. SEVERABILITY & CONSTRUCTION

19.1 In the event that any term or condition of this Subcontract is held to be illegal, invalid, or unenforceable under the Law, such term or condition shall be deemed severed from this Subcontract and the remaining terms and conditions shall remain unaffected thereby and continue in full force.

19.2 The Parties agree that they are aware that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Subcontract, and the decision of whether or not to seek advice of legal counsel is a decision which is the sole responsibility of each Party. Neither Party shall be deemed to be the drafter or author of this Subcontract. In the event this Subcontract is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Subcontract or any portion hereof against either Party as the drafter of this Subcontract.

20. SURVIVAL Articles 10 (Confidentiality), 11 (Data Rights), 14 (Indemnity), 17 (Insurance) and 18 (Governing Law) shall survive termination of this Subcontract.

21 ASSIGNMENT & SUBCONTRACTING Subconsultant shall not assign or subcontract this Subcontract nor any rights or obligations herein without the prior written consent of AECOM. In the event this Subcontract is assigned or subcontracted with the consent of AECOM, Subconsultant shall remain responsible to AECOM for the proper performance of the Subcontracted Services.

22. PUBLICITY Subconsultant shall not make public any information relating to the Project, the Subcontracted Services or AECOM without the prior written consent of AECOM. Subconsultant agrees not to refer to this Subcontract, or any aspects hereof, in commercial advertising in such a manner as to state or imply that the services provided by Subconsultant are endorsed or preferred by AECOM, or are considered by AECOM to be superior to other services. Furthermore, Subconsultant shall obtain the prior and express written consent of AECOM before using AECOM's name for any other purpose.

23. SIGNATURES Each Party represents that the person executing this Subcontract has the necessary legal authority to do so on behalf of the respective Party. This Subcontract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

24. ORDER OF PRECEDENCE In the event of a conflict within the Subcontract documents, the following order of precedence shall apply, unless otherwise set forth in Article 25 (Special Terms & Conditions):

1. EXHIBIT D (CHANGE ORDERS)
2. Special Terms & Conditions (Article 25)
3. Consulting Services Subcontract (terms & conditions Article 1 through 24 and 26)
4. EXHIBIT C (PRIME CONTRACT)
5. EXHIBIT B (COMPENSATION & PAYMENT)
6. EXHIBIT A (SUBCONTRACTED SERVICES)
7. Other contract documents



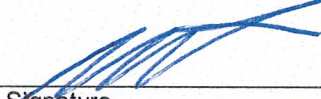
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25. SPECIAL TERMS & CONDITIONS DO NOT MODIFY ARTICLES 1 THROUGH 24. ANY CHANGES TO ARTICLES 1 THROUGH 24 ARE TO BE INSERTED BELOW IN THIS ARTICLE 25. CHANGES TO T&C'S REQUIRE CONTRACT REVIEWER/ANALYST'S APPROVAL. IF THERE ARE NO CHANGES, INSERT "NONE" IN THE BOX BELOW.

NONE

26. ENTIRE AGREEMENT This Subcontract contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Subcontract shall not be altered, changed, or amended except as set forth in a written amendment to this Subcontract. The attached **EXHIBIT D** (Change Order), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.



Signature

Robert Pittman

Printed Name

Vice President

Printed Title

Address
10 Orms Street, Suite 325
Providence, RI 02904

Subconsultant: Steere Engineering, Inc.



Signature

Patricia Stere

Printed Name

President

Printed Title

Address
2374 Post Road, Suite 201
Warwick, RI 02886



EXHIBIT A

SUBCONTRACTED SERVICES

DESCRIPTION OF SUBCONTRACTED SERVICES. The Subcontracted Services to be performed by the Subconsultant under this Subcontract are as set forth below. Subconsultant terms and conditions or other restrictions or conditions set forth in any attached/ incorporated documents relating to the Subcontracted Services are hereby expressly rejected; only the terms and conditions in Articles 1 through 25 of this Subcontract and the incorporated **EXHIBITs** shall apply.

Subcontracted Services:

Subcontract Schedule: ___TBD_____

Deliverables: ___Preliminary Design___

AECOM Project Manager: ___Robert Wright_____

Subconsultant Project Manager: ___Patricia Steere_____

Subconsultant Quality Assurance Plan:

[X]

Subconsultant shall perform the Subcontracted Services in accordance with the procedures, processes and formats established by AECOM so that the Subcontracted Services become an integral component of the overall delivery of services under the Prime Contract and complies with the AECOM project plan quality requirements. AECOM shall monitor Subconsultant's compliance with this provision through surveillance or review of the Subcontracted Services and Subconsultant shall promptly make any corrections or other adjustments needed as a result of such reviews.



EXHIBIT B

COMPENSATION AND PAYMENT

1. **TYPE OF COMPENSATION** For and in consideration of the proper performance and completion of the Subcontracted Services, AECOM agrees to pay Subconsultant as follows:

Time and Materials basis with a Not- to-Exceed amount of (\$125,428.17). Reimbursable expenses shall be at actual cost with no markup and are included in the overall Not to Exceed cap.

2. CHANGE ORDERS

2.1 AECOM may, from time to time, order changes in the Subcontracted Services ("Change") by written Change Order. Change may consist of additions to, deletions from or other revisions to the Subcontracted Services, including changes to the Subcontracted Services resulting from changes in the Prime Contract. **EXHIBIT D** is the preferred form for such use.

2.2 If Subconsultant believes that a Change constitutes a material change to the Subcontracted Services, Subconsultant shall submit to AECOM's Project Manager a written request for an equitable adjustment in compensation and/or schedule, as appropriate, within 10 calendar days or within two day less than AECOM is required to report such changes to its Client under the applicable Prime Contract, whichever is less. Subconsultant shall not perform changes to its Subcontracted Services without the written consent of AECOM. Performance of out of scope services without such written consent by AECOM shall be at Subconsultant's sole risk and expense. Subconsultant shall proceed as directed under the Change Order.

2.3 AECOM shall not be responsible for payment or reimbursement to Subconsultant for services performed or goods provided without a written Change Order duly executed by the Parties. *FAILURE OF SUBCONSULTANT TO COMPLY WITH THE REQUIREMENTS OF THIS ARTICLE SHALL CONSTITUTE A WAIVER OF SUCH CLAIM BY SUBCONSULTANT.*

3. **TAXES** Compensation is inclusive of all applicable taxes.

4. INVOICING

4.1 Subconsultant shall submit an invoice for the Subcontracted Services monthly unless otherwise set forth herein. Timely invoicing is required and Subconsultant hereby waives any rights for payment for costs incurred more than 90 days prior to the delivery of the subject invoice to AECOM for payment.

4.2 Invoices shall be submitted to AECOM's Project Manager at the following Address: 10 Orms Street, Suite 325 Providence, RI 02904

4.3 Subconsultant's invoice shall be invoiced per project, multiple projects on an invoice will be returned to Subconsultant for correction and resubmittal. At a minimum, the invoice shall include the Project Name, Project Number, Purchase Order Number, Purchase Order Line Number (if applicable), AECOM Project Manager's Name and any other information required by this Subcontract or the Prime Contract. Upon request of AECOM, Subconsultant shall provide such additional documentation to support its invoiced amounts as may reasonably be required by AECOM or its Client. Invoices that do not contain this information will not be processed and will be returned to Subconsultant. Subconsultant acknowledges that failure to provide the needed information may cause a delay in payment, as Subconsultant must then resubmit those invoices with the required information in order for AECOM to proceed with processing.

4.4 Subconsultant represents that to the best of its knowledge and belief that the invoices presented by Subconsultant under this Subcontract are accurate and complete, that Subconsultant is properly entitled to such payments under this Subcontract and that all amounts included in the invoices are in accordance with the Subcontract.



5. PAYMENT

5.1 AECOM shall pay the undisputed portions of Subconsultant's invoice within 30 days of AECOM's receipt of the corresponding payment from the Client (or such lesser time required by Law or the Prime Contract) less any corresponding hold-back or retention set forth in the Prime Contract. **Except to the extent prohibited by Law, receipt of payment of Subconsultant's invoice by AECOM from Client is a condition precedent to AECOM's obligation to remit payment to the Subconsultant.**

5.2 If AECOM does not receive full payment of Subconsultant's invoice when due from the Client for any cause not the fault of AECOM or the Subconsultant, AECOM, with the participation of the Subconsultant at their respective expense, will exert reasonable efforts to collect payment from the Client.

5.3 Payment by AECOM does not constitute acceptance of the Subcontracted Services.

6. ACCOUNTING RECORDS

6.1 Subconsultant shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts ("Supporting Documentation"). Subconsultant shall retain all Supporting Documentation for the longest of (i) the retention period required in the Prime Contract; (ii) 10 years; or (iii) until after any related dispute, claim, litigation or appeal has been finally resolved.

6.2 Subconsultant shall grant to AECOM reasonable access and the right to examine and copy such Supporting Documentation at no additional cost to AECOM other than reasonable copying costs.

7. **REIMBURSEMENT** Subconsultant agrees to promptly reimburse AECOM for payments made by AECOM to Subconsultant which are subsequently disallowed by Client.

(End of page)



2374 Post Road, Suite 201
Warwick, RI 02886
401-773-7880
www.steereengineering.com

August 8, 2013
Rev 1 October 1, 2013
Rev 2 November 6, 2013

Mr. Robert Wright, P.E.
AECOM
10 Orms Street, Suite 325
Providence, RI 02904

RE: Washington Bridge – Steere Engineering Scope and Fee – RIC-2014-EB-003

Dear Mr. Wright,

We are pleased to submit a quote for engineering services as a subconsultant to AECOM for the Washington Bridge No. 700. We have prepared the WBS and associated narrative describing the scope as we understand it. Our scope includes the engineering associated with the rehabilitation of the Washington Bridge from Pier 14 to Abutment 2, inclusive of those substructures. The rehab is anticipated to include repairs to the stringers and piers which have deterioration. The scope also includes the study and design for superstructure joint elimination. The current scope includes Phase 1 only. Phases 2 through 5 will be added by supplemental agreement once the scope of the repairs is known.

Please let me know if you have any questions or comments. We look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Patricia D. Steere".

Patricia D. Steere, P.E.

Steere ENGINEERING INC.

Enclosures

Project: Washinngton Bridge North No. 700
Project #: 2014-EB-003

Executive Summary
 Steere

Steere Engineering
TOTAL COST

LABOR COSTS

<u>Category</u>	<u>Manhours</u>	<u>Rates</u>	<u>Total</u>
Project Manager	152 MH @	\$55.00	\$8,360.00
Project Engineer	444 MH @	\$53.05	\$23,554.20
Staff Engineer	558 MH @	\$36.38	\$20,300.04
Technical	24 MH @	\$23.67	\$568.08
Clerical	0 MH @	\$0.00	\$0.00
	1178		
Total Labor:			\$52,782.32
Fringe Benefit & OH:	1.0668		\$56,308.18
Total Salary & OH Costs:			\$109,090.50
Fixed Fee:	14 %		\$15,272.67
<u>Subtotal Labor + Fixed Fee:</u>			\$124,363.17
<u>OUT OF POCKET COSTS</u>			
Printing			\$500.00
Mileage	1000	\$ 0.565	\$565.00
<u>Subtotal Out Of Pocket Costs</u>			\$1,065.00
<u>GRAND TOTAL CONTRACT:</u>			\$125,428.17

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF TRANSPORTATION**

**CONTRACT FOR PROFESSIONAL SERVICES AND FEES FOR
COMPLETE DESIGN SERVICES FOR THE REHABILITATION OF THE WASHINGTON BRIDGE
NORTH NO. 700, MAINLINE, APPROACH AND RAMP BRIDGES – PHASE 1
PROVIDENCE AND EAST PROVIDENCE, RHODE ISLAND**

CONTRACT NUMBER:	2014-EB-003
PROJECT DESIGNATION:	BHO-0700 (003)
TITLE OF PROJECT:	Complete Design Services for the Rehabilitation of Washington Bridge North No. 700, Mainline, Approach and Ramp Bridges – PHASE 1
LOCATION:	Providence and East Providence, Rhode Island

ESTIMATED COST OF PROFESSIONAL SERVICES: The estimated fee, subject to and as specified under Article VIII Compensation, shall be actual costs to the Consultant, not to exceed an estimated amount of

Total Payment to the Consultant for the services under this Agreement shall not exceed the sum of

THIS AGREEMENT, made the *29th* day of *Jan*, 2014, by and between the State of Rhode Island and Providence Plantations, hereinafter called the State, acting by and through the State Purchasing Agent with the approval of the Director of Administration, party of the first part and **AECOM Technical Services, Inc.** hereinafter called the Consultant, party of the second part.

CONSULTANT: AECOM Technical Services, Inc.
10 Orms Street
Suite 405
Providence, RI 02904

DATE: *29 Jan 2014*

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF TRANSPORTATION**

CONTRACT FOR PROFESSIONAL SERVICES AND RELATED FEES

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WITNESSETH, that the parties hereto in consideration of their mutual promises and covenants and of the stipulations, conditions, and agreements herein contained, have agreed and by these presents do agree, as follows:

ARTICLE I
DEFINITIONS & TERMS

Whenever the following abbreviations, terms and pronouns are used in this Contract, the intent shall be interpreted as the following:

1. **State:** The State of Rhode Island and Providence Plantations.
2. **Department:** The Department of Transportation of the State of Rhode Island acting through the Director of Administration or his/her duly authorized agents.
3. **Director:** The Director of the Department of Transportation.
4. **Engineer:** The Chief Engineer of the Rhode Island Department of Transportation or his/her duly authorized agents or representatives, each acting within the scope of his/her duties.
5. **Consultant:** The individual, partnership, firm or corporation acting directly or through duly authorized agents or representatives hereinbefore designated the party of the second part to this contract.
6. **Federal Agency:** The applicable Federal Administration agency under the United States Department of Transportation and its duly authorized agents or representatives, each acting within the scope of his/her designated duties. Applicable agencies may be the Federal Highway Administration, the Federal Aviation Administration, the Federal Transit Administration, and the Federal Railroad Administration.
7. **Additional Work:** Additional work is work in which the Consultant establishes, and the Department is in agreement, that there has been a minor change in the
 - a) Scope, complexity, or character of the services to be performed
 - b) Conditions under which the work is required to be performed
 - c) Duration of work
 - d) When the original level of effort established to perform the service was underestimated.
8. **Extra Work:** Extra work is work in which the Consultant establishes, and the Department is in agreement, that there has been or there is to be a significant change in the
 - a) Scope, complexity, or character of the services to be performed
 - b) Conditions under which the work is required to be performed
 - c) Duration of work
9. **Work:** The actual effort, performance, labor, action or task provided by the Consultant and any and all subconsultants under the terms of this contract.
10. **Service:** The overall benefit conferred on the Department resulting from the successful completion of this project.

ARTICLE II **SCOPE OF WORK**

SECTION A. SCOPE OF SERVICES

The document entitled "***BID# 7461338 Complete Design Services for the Rehabilitation of Washington Bridge North No. 700, Mainline, Approach and Ramp Bridges, Providence and East Providence, Rhode Island***" posted on-line March 21, 2013 supplemented by Addendum #7461338A1 dated April 11, 2013 and Addendum #7461338A2 dated April 22, 2013 attached to the Consultant's final Proposal, is the Department's official statement of services to be provided by the Consultant pursuant to this contract. These documents are hereby made part of this Contract as if it were attached hereto.

SECTION B. STATE & FEDERAL POLICY/PROCEDURE GUIDELINES & REGULATIONS

The Consultant assures the Department that he/she has read all applicable State and Federal policy/procedure guidelines and regulations applicable to this project and that he/she is fully understanding of all parts, and will strictly adhere to all sections applying to this project.

SECTION C. PROGRESS REPORTS

Progress reports will be submitted to the Department on a monthly basis and also whenever the Consultant is submitting a voucher for payment of services. The Consultant will be required to keep a record of the number of man-hours for each classification of labor, on an activity-by-activity basis, for each of the activities listed in the proposal. The format to be used for the progress report will be subject to review and approval by the Department.

SECTION D. CONTRACT CHANGES

If, as the work progresses, the Consultant anticipates that more man-hours will be required for a particular activity than was estimated in the proposal, it will be the Consultant's responsibility to inform the Department of the fact in writing, along with proper justification. The Department is not responsible for the acceptance of services rendered by the Consultant that are neither recommended nor approved, prior to their completion.

SECTION E. SPECIFICS TO THIS CONTRACT

The proposed engineering and related services to be provided by the Consultant will be set forth in said Consultant's letters of proposal dated **August 12, 2013** with revisions dated **October 18, 2013** and **November 6, 2013**.

The aforementioned proposals will be considered as part of this Contract. If a conflict is assumed to exist between the text of the proposal and this agreement, it will be at the discretion of the Department to determine the intent of this agreement.

CHANGE IN PROCUREMENT SCOPE

Although the project was advertised citing complete design service inclusive of final design and construction services, at the point of negotiation it was determined by RIDOT, that in order to better define the scope of services and associated costs the negotiation and administration of this of this project shall be broken down into THREE (3) PHASES cited as follows:

PHASE 1 – Study & Development will consist of the investigation of the existing structure and the recommendations set forth by the Consultant to repair and strengthen its deficiencies;

PHASE 2- Final Design will consist of the final design efforts to detail the recommended repairs identified as a result of the investigation into the existing structure.

PHASE 3- Construction Services will consist of providing design services during the construction phase of the project to ensure that the work is carried out in accordance with the final design details and specifications.

It shall be noted that there was never a change in the technical scope of services requested but only a change in the how the project would be negotiated and administered by RIDOT in order to more accurately and cost effectively determine and design the project needs.

Since this change reflected a change in the original procurement scope publicly advertised, RIDOT presented the proposed administrative change in scope before the State's Architectural/Engineering Services Selection Committee on October 31, 2013. The Committee formally approved authorization to issuance notice to proceed for Phase 1 Services only contingent on RIDOT appearing before the A/E Committee prior to advancement of PHASE 2 and PHASE 3 services for award and funding authorization.

PROJECT TIMELINE

The total estimated completion date for complete design services is 48 MONTHS projected as follows: **PHASE 1- Study & Development** services, as outlined under this Agreement, shall be completed 12 MONTHS from the date of issuance of "Notice to Proceed"; **PHASE 2- Final Design services** shall be completed in 12 MONTHS will **PHASE 3 – Construction Services** to be completed prior to the 48th month of this contract.

ARTICLE III **CONTRACT DRAWINGS & DOCUMENTATION**

SECTION A. FURNISHING AND OWNERSHIP OF PLANS, DATA AND REPORTS

The tracing of all drawings, the copies of computations, other calculations and notes, together with all other data and reports completed and accepted under this Contract shall bear the endorsement of the Consultant and shall become the property of the Department. The Department may utilize this

material in any way it sees fit, and the Consultant agrees to make no claims against the State or any authorized agent thereof, for any such usage of them.

The Consultant shall not use any of the original data or plans completed under this Contract for advertising purposes without first obtaining the permission of the Department.

SECTION B. CONSTRUCTION DRAWINGS AND CONTRACT PAPERS

The Consultant shall furnish the Department with permanent construction drawings and final contract papers and estimates after such material has been accepted in writing by the Director. Such permanent drawings for plans and profiles and standard and special structures shall be furnished as noted in Design Policy Memos, for each contract. In general, the continuity of alignment shall be preserved on consecutive sheets. Contracts prints of the finished drawings shall be furnished by the Consultant for approval by the State, and when required or requested by the Federal Agency.

The Consultant shall furnish the Department all of the material as specified in ARTICLE II, "SCOPE OF WORK," complete and duly accepted.

When and if topographic mapping compiled by photogrammetric methods is included as a part of this Contract, the original tracings and photographs of said mapping shall be turned over to the Department upon acceptance of the construction drawings.

ARTICLE IV COOPERATION

SECTION A. MUTUAL COOPERATION

It is understood that the Consultant and the State will cooperate to the best of their abilities to expedite the work under this Contract. Any data in the possession of the Department will be furnished to the Consultant to expedite the work.

ARTICLE V PROGRESS OF WORK

SECTION A. START OF WORK

The Consultant shall commence work under this Contract promptly upon receipt of written notification for the Department to do so. The Consultant shall complete the work to the satisfaction of the Department, and when required or requested by the State, to the satisfaction of the Federal Agency, not later than the date or dates indicated hereinbefore under ARTICLE II, SECTION E, "SPECIFICS TO THIS CONTRACT".

SECTION B. PHASED WORK

In projects where the work will be considered in two (2) or more phases, it will be the policy of the Department to examine various factors relating to the continuation of said work upon the completion of each phase.

It will be the responsibility of the appropriate Division monitoring each phase to make an evaluation and recommendation whether to continue or to terminate the Contract based on any of the following factors:

- Consultant's Performance
- Availability of Funds
- Viability of the Project
- Contract inactivity of five (5) years
- Any other factor(s) deemed appropriate by the Division

The Chief Engineer will inform the Director in writing of his/her evaluation and recommendation relative to the future of the project. If a recommendation to terminate the Contract has been accepted and approved by the Director for whatever cause, and he/she in turn received the concurrence of the State Purchasing Agent, the procedure detailed in ARTICLE VI, "TERMINATION" will be followed.

In instances where it is recommended that the Contract be continued, the Chief Engineer will request the concurrence of the Director to proceed to the next phase. The Director will then seek the concurrence of the State Purchasing Agent prior to Phase II services being added by Supplemental Agreement.

SECTION C. COMPLETION OF THE WORK

It is agreed by the parties hereto that time is of the essence on this Contract and that the time set forth for the completion of the work contemplated in this Contract may only be extended at the discretion of the Director for good and sufficient reasons shown. The Consultant agrees that no charges or claims for damages shall be made by him/her for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for completion for such reasonable period as the Director may decide, it being understood, however, that by permitting of the Consultant to proceed to complete any services or any part of them after the date fixed for completion, or after the date to which the time of completion may have been extended, the State waives no rights.

ARTICLE VI TERMINATION

The Department reserves the right to abandon, suspend or terminate the services of this Contract, or any part thereof, at any time, by giving written notice to the Consultant. Upon receipt of such written notification from the Department, the Consultant shall cease operations on the part of the work of the Contract stipulated. Any finished or unfinished work products prepared, developed, furnished, or obtained under the terms of this Contract on behalf of the Department, shall become the property of the Department, deliverable to them as directed.

The Consultant shall be entitled to payment, calculated in accordance with ARTICLE VII, "REVISION OF FEES AND PROVISION FOR PAYMENT OF EXTRA WORK AND/OR ADDITIONAL WORK" and ARTICLE VIII, "COMPENSATION" for any uncompensated services satisfactorily performed prior to the final date of the written notice to abandon, suspend or terminate the services under this Contract, and for authorized services performed and costs incurred in effectuating such abandonment, suspension or termination.

Abandonment, suspension or termination of the contract shall in no way limit any legal rights of the Department.

ARTICLE VII
REVISION OF FEES AND PROVISION FOR PAYMENT
OF EXTRA WORK AND/OR ADDITIONAL WORK

SECTION A. SUPPLEMENTAL AGREEMENTS

No change in the character or extent of the work to be performed by the Consultant and affecting the completion date or the fee schedule shall be made except by supplemental agreement in writing between the State and the Consultant. The supplemental agreement will set forth the proposed changes of work, any extension of item for completion, if required, and adjustment, if any, of the fee to be paid the Consultant.

SECTION B. REQUESTS FOR EXTRA COMPENSATION

In any case where the Consultant believes extra compensation is due him/her for work and services not covered by this Agreement or Supplement thereto, he/she shall notify the State in writing of his/her intention to seek such compensation before he/she begins the work. Such notice by the Consultant shall not in any way be construed as proving the validity of the request. The request must be passed upon by the State. In case the request is found to be just, it shall be allowed and paid for as Extra Work/Additional Work in accordance with the terms of a supplemental agreement entered into before such work is started.

SECTION C. EXTRA WORK/ADDITIONAL WORK

Extra and/or additional work will be paid for under one of the following methods.

1. A cost per unit of work (or cost per mile).
2. Actual cost exclusive of a fixed fee, generally considered compensation for additional work.
3. Actual cost plus a Fixed Fee, generally considered compensation for extra work.

The actual costs eligible for participation are those directly attributable and properly allocable to the specific project for which the Consultant's services have been retained, all in accordance with ARTICLE VIII, "COMPENSATION", Section A, hereof.

An appropriate adjustment will be required if any addition to, or reduction in, the work is ordered, or should there develop substantial change in the scope, duration, complexities or character of the work

to be performed. Determination of such adjustment shall be in accordance with the applicable provisions of ARTICLE VIII, "COMPENSATION".

In case of items based on actual costs to the Consultant, the proposed increases in the maximum amounts specified in the Contract shall be by letter request to the State with subsequent approval and authorization by the State, and the Federal Agency, when required or requested.

In connection with such services, the Consultant agrees to maintain a complete and accurate record, in a form satisfactory to the Department, of all costs directly attributable to same by the Consultant, and the Department reserves the right to audit the records of the Consultant relating thereto; but such services as are rendered thereunder shall be subject in all other respects to the terms of this Contract.

ARTICLE VIII **COMPENSATION**

SECTION A. COSTS FEES & EXPENSES

The Consultant's fee for the professional services to be rendered pursuant to the requirements and stipulations called for under ARTICLE II, "SCOPE OF WORK", shall consist of reimbursement of actual costs; payment of a fixed fee; and reimbursement of miscellaneous expenses directly attributable to the Contract, all as defined below:

1. **Actual Cost:** Actual costs eligible are those directly attributable and properly allocable to this specific project for which the services of the Consultant have been retained. These include all costs related to the salaries of employees directly chargeable to the project and salaries of principals for time they are productively engaged in the work necessary to fulfill the terms of this Contract; direct non-salary costs incurred in fulfilling the terms of this Contract; and the Consultant's overhead or indirect costs to the extent they are properly allocable to the project. All of the above are based upon the approval of the Federal Agency, when requested or required.
2. **Actual Direct Salary Costs:** Actual direct salary costs are those paid to engineering and technical employees by the Consultant for the time such employees are directly utilized on work necessary to fulfill the provisions of the Contract.

Actual Direct salary costs shall consist of payroll costs at straight time for engineering and technical employees.

Salary rates and increases thereof paid to engineering or technical employees assigned to this project shall be commensurate with salaries paid to other employees of the Consultant engaged in similar work. Any increases in salary shall be the result of a company-wide evaluation of all engineering and technical employees. Such evaluations shall be in accordance with company-wide personnel regulations and established policies.

The Department shall be given written notice of any change in personnel classification, as defined by this contract, as well as the justification therefore. If, in the opinion of the Department, any such change appears to be unjustified or unreasonable, the Department will notify the

Consultant of its opinions, with regards thereto, and request the Consultant to provide further justification.

No premium payment shall be made for overtime work unless previously approved by the Department.

- 3. Indirect Costs:** Applicable indirect costs are those incurred during the period of this Contract, to the extent that such costs are allowable under the "Contract Cost Principles and Procedures" set forth in 48 CFR Part 31, as amended, and in effect on the execution date of this Contract, which document is incorporated herein and made part hereof by reference.

The Indirect Cost Rate is the ratio of total allowable indirect costs incurred by the Consultant during a given audit year to the total allowable direct labor costs incurred during the same year, in accordance with RIDOT's established format.

- 4. Fixed Fee:** A fee as shown in these provisions is paid to cover the Consultant's profit, miscellaneous expenses, and other factors that may be considered under applicable regulations and that are not paid for otherwise.
- 5. Miscellaneous Expenses:** Reimbursement is made for other direct expenses to the extent that they are allowed under the provisions of CFR Part 31 and the requirements as set forth in either this Contract or Statewide Policy.

SECTION B. ESTIMATED COMPENSATION AND ANNUAL ADJUSTMENT.

- 1. Estimated Compensation:** The actual direct salary cost will be billed by the currently approved RIDOT Indirect Cost Rate of

For partial payment purposes this rate is to cover burden, fringe benefits and overhead costs and shall be used for the current calendar year. The Indirect Cost Rate will be revised annually based on a certified breakdown of burden, fringe benefits and overhead costs of the previous year's experience of the Consultant and audited by the Department and/or the U.S. Department of Transportation (or its cognizing agency) annually.

- 2. Annual Adjustments:** Within forty-five (45) calendar days of receipt of an official notice from the Department that the Audit Section has both completed an audit of indirect costs for a given audit year and authorized an Indirect Cost Rate for that year, the Consultant shall submit to the applicable operating division of the Department the required adjustments to those estimated amounts invoiced against this Contract during said given audit year. If the estimated invoiced amounts are less than the actual amounts as determined by application of the approved Indirect Cost Rate, the Consultant may request reimbursement of the difference between the actual and estimated amounts in its next monthly invoice. If the estimated invoice amounts are more than actual amounts as determined by application of the approved Indirect Cost Rate, the Consultant shall account for the difference between the estimated and actual amounts with its next monthly invoice, or arrange for reimbursement schedule with the Department.

SECTION C. AUDITS

1. **Contract Audits.** All costs as described in the foregoing paragraphs are to be determined by actual cost records maintained by the Consultant in accordance with both the provisions of the Contract and Federal Regulations. All such costs are subject to final audit by the Department and/or Federal Agency. The total of partial payments made shall be adjusted to conform to determinations made in such final audit in accordance with these provisions.

At their discretion, the Department and/or Federal Agency may undertake interim audits at any time during the term of the Contract.

2. **Annual Indirect Cost Audits:** The Consultant shall submit to the Department, no later than 120 days after the close of its audit year, a statement of its indirect costs and corresponding indirect cost rate for that audit year, duly certified, and in full accordance with the Federal Acquisition Regulations.

SECTION D. LIMITATIONS ON INDIVIDUALS' COMPENSATION COSTS

1. **Annual Compensation Costs:** For purposes of this section, costs associated with the employment of any individual include those defined CFR Part 31. Costs not included in this definition are Social Security Taxes, Medicare Taxes, Workers Compensation Insurance, and State and Federal Unemployment Taxes.
2. **Schedule of Base Salary Rates:** The maximum individual salary rate has been established by the Department to be \$55.00 per hour. This rate has been demonstrated to reflect current prevailing area market conditions.

SECTION E. PAYMENT FOR SPECIFIC SERVICES

For all services to be performed under this Contract, the Consultant shall be paid in accordance with following:

1. **AECOM Technical Services, Inc.:**

Compensation to the Consultant shall be actual costs not to exceed an estimated amount of _____ plus a Fixed Fee in the amount of _____

2. **PRIME Engineering, Inc. (DBE) (INSPECTION ASSISTANCE AND CAD SUPPORT):**

Compensation to the Consultant shall be actual cost without surcharge and with no retainage an estimated amount of _____

3. Steere Engineering (WBE/DBE) (STRUCTURAL DESIGN SERVICES):

Compensation to the Consultant shall be actual cost without surcharge and with no retainage, an estimated amount of **One Hundred Twenty-Five Thousand, Four Hundred Twenty-Eight Dollars and Seventeen Cents (\$125,428.17)**.

4. ARIES Support Services, Inc. (WBE/DBE) (FIELD TESTING AND TRAFFIC MANAGEMENT SERVICES):

Compensation to the Consultant shall be actual cost without surcharge and with no retainage, an estimated amount of

5. Precision Data Industries, LLC (TRAFFIC COUNTS):

Compensation to the Consultant shall be actual cost without surcharge and with no retainage, an estimated amount of

6. Printing (PLANS AND REPORTS):

Compensation to the Consultant shall be actual cost without surcharge and with no retainage, an estimated amount of **Fi**

7. Mileage:

Compensation to the Consultant shall be actual cost without surcharge and with no retainage, an estimated amount of

The Total Payment to the Consultant under this Agreement shall not exceed the amount of

SECTION F. SUB-CONSULTANTS' COMPENSATION

1. Selection Process

The subconsultant is the individual, partnership, firm or corporation which has been retained by the consultant to perform professional services included in the aforementioned Scope of Work of this contract or subsequent contract addenda and which the consultant elects not to perform with his/her own forces.

The selection process for subconsultants shall be in accordance with Design Policy Memo, **Subconsultant Compensation**.

The selection process for subconsultants in the following disciplines shall be determined by a **Qualification Based Selection (QBS)** process:

Field Survey
Geotechnical Engineering/Science
Landscape Architecture
Environmental Engineering/Science/Planning
Cultural Resource Study (Historical/Archaeological)
Bridge/Traffic/Highway Engineering
Other Areas of Expertise Approved and/or Required by the Department

The selection process for subconsultants in the following disciplines shall be determined by a **Fee Based Selection (FBS)** process:

Borings
Photogrammetry
Utility Locating
Material Testing
Other Services Approved and/or Required by the Department

The consultant shall request proposals from at least two (2) qualified subconsultants.

2. **Sub-consultants Fees, Expenses and Salary Restrictions**

The fee for **QBS** subconsultants shall be for services rendered pursuant to the requirements and stipulations called for under ARTICLE II, "SCOPE OF WORK" and shall be subject to negotiation and approval by the Department. The fee shall consist of reimbursement of actual costs; payment of a fixed fee; and reimbursement of miscellaneous expenses directly attributable to the contract as defined below:

1. **Actual Costs:** For Subconsultants, shall be as defined for Consultants in Article VIII, Section A.1.
2. **Actual Direct Salary Costs:** For Subconsultants, shall be as defined for Consultants in Article VIII, Section A.2.
3. **Indirect Costs:** For Subconsultants, shall be as defined for Consultants in Article VIII, Section A.3.
4. **Fixed Fee:** For Subconsultants, shall be as defined for Consultants in Article VIII, Section A.4 and as determined by the Department.
5. **Miscellaneous Expenses:** For Subconsultants, shall be as defined for Consultants in Article VIII, Section A.5

The fee allocated the **FBS** subconsultant for the professional services to be rendered pursuant to the requirements and stipulations called for under ARTICLE II, "SCOPE OF WORK" shall

consist of payment for services rendered, all as defined by the subconsultant's bid proposal which shall become part of this contract.

3. Compensation

The actual direct salary cost(s) for **QBS** subconsultant(s) will be billed by their individual currently approved RIDOT Indirect Cost Rate factor(s) as defined in the Consultant's letter of proposal.

4. Annual Indirect Cost Audits

The **QBS** subconsultants shall submit to the Department, and update on an annual basis, a statement of its indirect costs and corresponding indirect cost rate. This shall be done no later than 120 days after the close of its audit year.

The **FBS** subconsultants will not be subject to an audit of indirect costs.

5. Limits on Individuals' Compensation Costs

The **QBS** subconsultants shall be subject to all salary rate and compensation cost limitations as detailed in ARTICLE VIII, SECTION D. "LIMITATIONS OF INDIVIDUALS' COMPENSATION COSTS".

ARTICLE IX PAYMENTS ON CONTRACT

SECTION A. PROGRESS PAYMENTS

Payments for the work performed by the Consultant under the terms of this Contract shall be made as the work progresses, as follows:

1. Progress payments against the specified fee and/or fees as designated herein under ARTICLE VIII, "COMPENSATION" may be made monthly in proportion to the value of the work performed in each calendar month; such work being documented by submission to the State by the Consultant of monthly progress reports for work covered by this Contract, showing the amount of work performed, both percentage and dollar wise, duly attested, for each phase of the required services covered by this Contract: less three (3) percent of the total of such work performed each month as a retained percentage.
2. Miscellaneous expenses will be invoiced monthly to reflect actual cost incurred without retained percentage; when this item is allowed as a separate pay item under the terms of this Contract.

3. Invoice vouchers submitted for progress payments shall show the amount of work accomplished both percentage and dollar wise and shall be duly attested, and shall show the following information:

(A) Total Price of work performed under Basic Fee; Design Fee; and other Items with allowable surcharge: subject to a retained percentage

(B1) Retainage (3% of Item A)-**NOT APPLICABLE 2014-EB-003**

(B2) Secured Retainage

(B) Balance [(B1) – (B2), not less than \$0]

(C) Payment Due on total (A-B)

(D) Total Direct Miscellaneous Expense performed under items without allowable surcharge

(E) Total Payment Due; (C) Plus (D)

(F) Minus Previous Payments on Account

(G) Amount Allowed for Payment

THE CONSULTANT CERTIFIES UNDER PENALTIES OF PERJURY THAT ALL WORK FOR WHICH PAYMENT IS REQUESTED HAS BEEN PERFORMED AND THAT SUCH PERFORMANCE AND PAYMENTS TO EMPLOYEES ARE IN FULL COMPLIANCE WITH THE PROVISIONS OF THE AGREEMENT.

SIGNATURE: _____

4. The Department has determined that upon review of the project scope and estimated value there will be **no retainage** held on costs submitted by the Prime and Sub-Consultant(s) for services performed under Contract **2014-EB-003**.
5. In the event retainage is withheld, the Director may, on presentation to him/her by the Consultant of special circumstances by which retaining earnings of **three (3) percent** in a specific situation is unfair and causes undue hardship, adjust the percentage of earning retained.
6. Final payment, including the retained percentages, if any, shall be made within sixty (60) days after receipt, acceptance and approval by the Department and, when required or requested by the Department, by the Federal Agency, of all the engineering and related services enumerated herein under ARTICLE II, "SCOPE OF WORK."
7. The acceptance of final payment by the Consultant shall operate as a release and be a release to the state, the Department and any agent of either, from all claim and liability to the Consultant for anything done or furnished for or relating to the work under this Contract, or for any act or neglect of the Department or any of its agents, insofar as the execution of this contract is concerned.
8. In accordance with 42-11.1-1 of the General Laws, all invoice vouchers will be paid within thirty (30) days, however as per 42-11.1-5 (b) (2), the thirty (30) day time frame will not begin until the Department has reviewed and approved all proper documentation in its acceptable form.

9. In accordance with 38-12.1-1 of the General Laws, securities may be substituted for retainage.

SECTION B. SUBCONSULTANTS' PAYMENT ON CONTRACT

Payments for the work performed by all subconsultants under the terms of this contract shall be made in accordance with the following:

1. Payments to the consultant for the work performed by **QBS** subconsultants under the terms of this Contract shall be made as the work progresses, as follows:
 - a. Progress payments to the consultant against the specified fee and/or fees as designated herein under ARTICLE VIII, "COMPENSATION" may be made monthly in proportion to the value of the work performed in each calendar month (such work will be document by submission to the consultant of monthly progress reports showing the amount of work performed, both percentage and dollar wise, duly attested, for each phase of the required services); **Sub-Consultant services provided under Contract 2014-EB-003 shall not require the withholding of retainage.**
 - b. Miscellaneous expenses will be invoiced monthly to reflect actual costs incurred without retained percentage.
 - c. The Department shall not withhold any retainage on the sum of those approved costs incurred on work completed by the subconsultant's own forces and the corresponding portions of fixed fees earned by the subconsultant until completion and acceptance by the Department of an audit of indirect costs as described in Article VIII, Section C.2.
2. Payments to the consultant for the work performed by **FBS** subconsultants under the terms of this Contract shall be made as the work progresses as follows:
 - a. Progress payments to the consultant against the specified fee and/or fees as designated in the subconsultant's approved proposal my be made monthly in proportion to the value of the work performed in each calendar month (such work will be documented by submission to the consultant of monthly progress reports showing the amount of work performed for each phase of the required services).
 - b. The Department shall not withhold any retainage on the sum of those approved costs incurred on work completed by the subconsultant's own forces and the corresponding portions of fixed fees earned by the subconsultant until work of the subconsultant's contract is accepted by the Department and, when required, by the Federal Agency.

ARTICLE X
GENERAL CONDITIONS

SECTION A. STIPULATIONS

The following general conditions and stipulations shall apply to this Contract:

1. All the services rendered pursuant to this Contract shall conform to the standards prescribed by the State and the Director of Administration.
2. When the services required by this Contract are in connection with a project in which the State proposes to have participation by the United States Government in the cost of preliminary engineering or construction or right-of-way acquisition, all services rendered pursuant to this Contract shall conform to the standards prescribed by the State and/or adopted by the American Association of State Highway and Administration Officials as amended to date.

The duly authorized agents of the Federal Agency shall be afforded opportunity to review the preliminary engineering work stipulated in this Contract as it progresses and shall be permitted to sit in at all pertinent conferences and discussions concerned with major features of the project, both with State Engineers and particularly at times when local engineering and civic groups, properly concerned with the project, are in conference with representatives of the Department.

3. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the State shall have the right to annul this contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
4. The Consultant shall not engage, on a full or part-time or other basis during the period of this Contract, any professional or technical personnel who are or have been at any time during the period of this Contract in the employ of the Federal Agency or the highway organization of any State, County, or City, except regularly retired employees, without the written consent of the public employer of such person.
5. The Consultant shall maintain a suitable and acceptable working office or offices within the State, or convenient thereto. The location and acceptability of said working office or offices shall be subject to determination by the State.
6. The Consultant shall not sublet any of the work contemplated by this Contract without approval of the Department and, if required or requested by the Department, approval by the Federal Agency. Any employee of the Consultant who is declared undesirable to the Department shall be removed from the project and shall not again be employed for any service under this Contract.

7. The Consultant shall comply with all State, Federal and local statutes, ordinances and regulations applicable to the execution and the performance of this agreement and shall procure all necessary licenses and permits.
8. The Consultant and his/her subcontractors are to maintain all books, document, papers, accounting records and other evidence pertaining to cost incurred, and to make such material available at their respective offices at all reasonable times during the contract period for three (3) years from the date of final payment under the Contract for inspection by the State or any authorized representatives of the Federal Government, and copies thereof shall be furnished if requested.
9. In developing the plans for this project, the Consultant shall consult with the various Department's of the State and the towns or cities that may be concerned with any phase involved in the proposed improvement contemplated in this project, as noted in the Scope of Work.

SECTION B. LIABILITY

1. The Consultant agrees that he/her employees, sub-consultants, or agents possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.
2. The Consultant shall be liable for all damage caused by its negligent acts, or its errors or omissions in its services under this Agreement or any supplements to this Agreement, and shall indemnify and save harmless that State and all its officers, agents, and servants against any claims, suits, actions, damages, liabilities, and direct costs resulting from any alleged negligent acts, errors and omissions willful or reckless misconduct, or negligent performance of the Consultant, in any forum, brought as a result of such negligent acts, errors or omission, willful or reckless misconduct or negligent performance, and shall carry liability insurance for that purpose.

SECTION C. INSURANCE

1. The Consultant shall procure and maintain, at its own expense during the life of the Agreement, insurance liability for damages 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 work under this Agreement, whether performed by the Consultant or by sub-consultant. Before commencing the work, the Consultant shall furnish certificates of insurance in the form satisfactory to the Department certifying that the policies will not be changed or canceled until 30-day written notice has been given to the Department. The types of insurance are as follows:
 - A. Statutory Workers Compensation and Employers' Liability Insurance for all of his/her employees to be engaged in work on the project under this Agreement, and in case any such work is sublet, the Consultant shall require the sub-consultant similarly to provide Workers Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work. The Consultant shall file certificates with the Department's Contract Administrator showing that this insurance on behalf of all employees of the Consultant, any sub-consultant has been purchased prior to award of this Agreement.
 - B. The Consultant shall carry a Valuable Papers Insurance Policy at no direct cost to the State until the complete design study has been accepted by the State and all original tracings,

highways and bridge design computations, survey data, documents or data will 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 be re-established, recreated, or restored if made unavailable by fire, theft, or any other cause. When survey data, documents, or any other information while in the possession of the Consultant shall be covered under this policy. The Consultant shall retain in his/her possession duplications of all products of his/her work under this Agreement, if and when it is necessary for the originals to be removed from his/her possession during the time that this policy is in force. This policy shall provide coverage in the aggregate amount of **\$150,000**, regardless of the physical location of the insured items.

- C. The Consultant shall also carry full Professional Services Liability Insurance for errors and omissions, with a minimum aggregate amount of **\$1,000,000**. This insurance shall be obtained by the Consultant at no direct cost to the State and shall remain in force from the date this Agreement is executed to as long as liability may accrue under State Statute, Rhode Island General Laws (9-1-25 and 9-1-29).
- D. The Consultant shall carry Liability and Property Damage Insurance with coverage 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

- E. No cancellation of said insurance, whether by the insurers or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Department at least thirty (30) days prior to the intended effective date thereof which date shall be expressed in said notice, Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of addressee requested, and executed shall constitute proof of submission of said certificate. An affidavit from any officer, employee or agent, duly authorized by the insured, shall be prima facie evidence that the notice was sent. This section shall apply to the legal representative, trustee, and the successor in interest of such Consultant.
- F. The failure of the Consultant to maintain insurance coverage in accordance with the terms of this Agreement shall constitute a violation of this Agreement. Such failure may result in either termination of the contract, increase of retainage to 10% and/or assessment of liquidated damages in the amount of ten percent (10%) of the total contract price.
- G. The Consultant shall take notice that the cancellation of any insurance under this Agreement shall not affect the obligation of the Consultant to maintain each coverage, or his/her obligations under Section C ("INSURANCE") of this Agreement, or his liability under Section B ("LIABILITY") of this Agreement.

- H. The Consultant shall also take notice that his/her insurer must be licensed to do business in the State of Rhode Island.
- I. The Consultant shall file copies of all required insurance certificates with the Department's Contract Administrator. All insurance certificates mentioned in this Article shall be attached to this Agreement prior to award.

SECTION D. SPECIAL REQUIREMENT

1. Rhode Island General Law, Title 5, Chapter 8, prohibits any person and/or firm from practicing and/or offering to practicing engineering in the State of Rhode Island without first being registered with the Rhode Island Board of Registration for Professional Engineers.

In accordance with those requirements, the signatories hereto certify to the Rhode Island Department of Transportation that the firm and/or individual has a current valid registration and/or certificate of authorization (as appropriate) issued by the Rhode Island Board of Registration of Professional Engineers authorizing it or them to practice or offer to practice engineering within the State of Rhode Island. The signatories hereto further expressly agree that in the event that such registration and/or certification shall become invalid during any period of time in which this contract is in force, the Rhode Island Department of Transportation may terminate this contract for cause upon written notice, said termination being without penalty to the Rhode Island Department of Transportation.

2. The firm and/or individual hereto further acknowledge that they are in possession of a current valid registration and/or certification issued by the Rhode Island Board of Registration for Professional Engineers which shall be at all times an essential requirement of this contract. This contract may be terminated at any time in which such registration or certification is not current and valid in accordance with the provisions of Title 5, Chapter 8, of the Rhode Island General Laws and the Rules and Registration for Professional Engineers.

SECTION E. ADDITIONAL TERMS

1. The failure of the State to enforce at any time any of the provisions of the Agreement, or to exercise any option which is herein provided, or to require at any time performance by the Consultant of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement of any part thereof, or the right of the State to thereafter enforce each and every provision.
2. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and the successors of the respective parties hereto.
3. Should any part, term, or provision of this Agreement be by a court of competent jurisdiction declared invalid, illegal or in conflict with any law of the State or the United States, the validity of the remaining portions or provisions shall not be affected thereby.

4. **A.** In the event of differences or disputes arising between the parties hereto as to the applications or interpretation of any clause of this Agreement, or as to the rights or obligations of the parties hereunder, all such questions and issues shall be subject to existing departmental policies and procedures. In the event the issue is unable to be resolved, it shall be submitted to the determination and award of the Director of Administration and to the Director of Administration as arbitrators, to hear and determine the same and their decision shall be final and binding upon the parties to this Agreement. The expenses of the arbitration shall be shared equally by the parties to this Agreement.

B. In the event of an award or judgement being made against the Consultant or State, by or for which the Consultant is required to indemnify and/or hold the State harmless, the Consultant shall be allowed to bring claims and maintain suit against the State on this basis of the State's own tortuous or willful negligence.

ARTICLE XI **EQUAL EMPLOYMENT OPPORTUNITY**

SECTION A. REQUIRED CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

During the performance of this Contract, the Consultant for itself, its assignees and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by him/her during the contract, shall not discriminate on the grounds of race, color, creed, national origin, age or sex, in the selection and retention of subcontractors, including procurement or materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set for the in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**
In all solicitations either by negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, sex, color, national origin, age or disability.
4. **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the RIDOT or the Federal Agency to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant shall so certify to the RIDOT

or the Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of the contract, the RIDOT shall impose such contract sanctions as it or the Federal Agency may determine to be appropriate, including, but not limited to:
 - a. withholding of payment to the Consultant under the Contract until the Consultant complies, and/or
 - b. cancellation, termination or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the RIDOT or the Federal Agency may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that, in the event a Consultant becomes involved in, or should be threatened with litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the RIDOT to enter into such litigation to protect the interest of the State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

SECTION B. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment as required by Title VI of the Civil Rights Act of 1964 as amended, 49 CFR Part 21 as well as the Governor's Executive Order #14. The requirements set forth in these Special Provisions shall constitute the specific affirmative action equal employment opportunity requirements set forth in the required Contract.
- b. The Consultant will work with the RIDOT and Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the Contract.
- c. The prime Consultant and all subconsultants (not including material suppliers) holding subcontracts for \$10,000.00 or more will comply with the following minimum specific requirement activities of equal employment opportunity. The Consultant will include these requirements in every subcontract of \$10,000.00 or more with such modification of language as is necessary to make them binding on the subconsultant.

2. **Equal Employment Opportunity Policy:** The Consultant will accept as his/her operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program;

It is the policy of the Company to assure that applicants are employed and that employees are treated during employment, without regards to their race, religion, sex, color, or national origin, age or disability. Such actions shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including on-the-job training.

- 3. Equal Employment Opportunity Officer:** The Consultant will designate and make known to the RIDOT Contract Administrator, an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Consultant program of Equal Employment Opportunity and who must be assigned adequate authority and responsibility to do so.

- 4. Dissemination of Policy:**
 - a. All members of the Consultant's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, will be make fully cognizant of, and will implement, the Consultant's equal employment opportunity policy and contractual responsibilities, To insure that the above agreement will be met, the following actions will be taken as a minimum:
 1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Consultant's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
 2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Consultant's equal employment opportunity obligations within thirty days following their reporting for duty with the Consultant.
 3. The EEO Officer or appropriate company official will instruct all employees engaged in the direct recruitment of employees for the project relative to the methods followed by the Consultant in locating and hiring minority group employees.
 - b. In order to make the Consultant's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, college placement officers, etc., the Consultant will take the following actions:
 1. Notice and posters setting forth the Consultant's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

2. The Consultant's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment:

- a. When advertising for employees, the Consultant will include in all advertisements for employees the notation: "An Equal Opportunity Employer". He/She will insert all such advertisements in newspapers, or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Consultant will conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Consultant will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Consultant for employment consideration.
- c. The Consultant will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions:

- a. Wages, working conditions, and employee benefits shall be established and administered and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 1. The Consultant will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 2. The Consultant will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 3. The Consultant will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Consultant will promptly take corrective action. If the review indicates that the discrimination may extend beyond the action reviewed, such corrective action shall include all affected persons.
 4. The Consultant will investigate all complaints of alleged discrimination made to the Consultant in connection with his/her obligations under this contract, and will attempt to resolve such complaints, and will take appropriate corrective actions. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include other persons. Upon completion of

each investigation the Consultant will inform every complainant of all his/her avenues of appeal.

7. Training and Promotion:

- a. The Consultant will assist in locating, qualifying and increasing the skills of minority group employees and applicants for employment.
- b. Consistent with his/her manpower requirements and as permissible under Federal and State regulation, the Consultant will make full use of training programs, including on-the-job training programs for the geographical area of contract performance.
- c. The Consultant will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Consultant will periodically review the training and promotion potential of minority group employees and will encourage eligible employees to apply for such training and promotion.

8. Subcontracting:

- a. The Consultant will use his/her best efforts to utilize group subconsultants with meaningful minority group representation among their employees.
- b. The Consultant will use his/her best efforts to assure subconsultant compliance with their equal employment opportunity obligations.

9. Records and Reports

- a. The Consultant will keep such records as are necessary to determine compliance with the Consultant's equal employment opportunity obligations. The records kept by the Consultant will be designed to indicate:
 1. The number of minority and non-minority group members employed in each work classification on the project.
 2. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees.
 3. The progress and efforts being made in securing the services of minority group representation among their employees.
- b. All such records must be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable items and places for inspection by authorized representatives of the RIDOT and the Federal Agency.
- c. The Consultant will submit to the RIDOT, upon request, Form RIDOT 77E1, indicating the number of minority and non-minority group employees currently engaged in each classification required by the contract work.

ARTICLE XII
CONSTRUCTION SERVICES

Construction services shall include basic services performed by the consultant and/or his/her sub-consultants rendered after the award of the construction contract. Those services shall include, but not necessarily be limited to, the items listed below. Any items specific to this contract which are not listed below shall be listed under ARTICLE II, Section E, ‘SPECIFICS TO THIS CONTRACT’.

Services rendered under this article will be/not be reimbursed under this design contract. These services will become eligible for compensation under the appropriate Federal-Aid Funding Authorization for each construction contract.

The lists of services that are generally included under this article are as follows:

- 1. Provide consultation, advice, and design clarifications to the State during all phases of the construction.
- 2. Attend pre-construction conferences, if required.
- 3. Review and approve shop and erection drawings submitted by the contractors for compliance with the design concept.
- 4. Provide field review and inspection services necessitated either by specification or differing conditions.
- 5. Review and approval of the contractor’s preliminary baseline schedule and construction monitoring services as outlined in the Department’s Design Policy Memos.

ARTICLE XIII
SPECIAL PROVISIONS

**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
(TITLE)

AECOM Technical Services, Inc. _____ whose address is
(FIRM)

10 Orms Street, Suite 405	Providence	RI	02904
(STREET)	(CITY)	(STATE)	(ZIP)

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 23.

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.

"Disadvantaged business" means a small business concern; (a) which is a least fifty-one (51) percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one (51) percent of the stock of which is owned by one or more socially and economically disadvantaged 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.

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulation promulgated pursuant thereto.

"Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

A qualified DBE is defined as one that is currently certified by the Rhode Island Department of Economic Development, under U.S. Department of Transportation certification guidelines.

The Department shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. The Department also may determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are 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, Central or South American, Portuguese, or other Spanish culture or origin, regardless of race;
- c. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
- e. "Asian-Indian American," which includes persons whose origins are from India, Pakistan and Bangladesh; and
- f. "Women"

The Disadvantage Business listings or other available resources may be obtained at the Rhode Island Department of Transportation, Business and Community Resource Office, Two Capitol Hill, Providence, RI 02903.

The phrase "Owned and Controlled" as used in this definition means a business which is at least fifty-one (51) per centum owned by one or more Socially Economically Disadvantaged Individuals or in the case of a publicly owned business, at least fifty-one (51) per centum of the stock of which is owned by one or more Socially Economically Disadvantaged Individuals and whose management and daily business operations are controlled by one or more such individuals.

This also includes: (a) a sole proprietorship legitimately owned by an individual who is a socially economically disadvantaged individual, (b) a corporation or other entity controlled by one or more socially economically disadvantaged individuals and in which at least fifty-one (51) per centum of the voting interest and fifty-one (51) per centum of the beneficial ownership interest legitimately are held by such individuals, or (c) a partnership or joint-venture controlled by one or more socially economically disadvantaged individual and in which at least fifty-one (51) per centum of the beneficial ownership interests legitimately are held by such individuals.

"Regular Dealer" means being a regular, established supplier of bulk goods that supplies a product on a regular basis to the public, not on only an ad hoc basis in relation to this contract. The firm must either maintain an inventory or have possession of distribution equipment.

The utilization of disadvantaged business enterprises is in addition to all other equal opportunity requirements of this contract.

I. EXPLANATIONS:

- A. 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 amount credited toward DBE goal will be the ACTUAL VALUE of the subcontract with the DBE.

Contractors may count expenditures for materials and supplies obtained from DBE suppliers and manufactures, provided that the DBEs are regular dealers and assume the actual and contractual responsibility for the provision of the materials and supplies. The entire expenditure to a DBE manufacturer (supplier that produces goods from raw materials or substantially alters them before resale) may be counted. Sixty percent (60%) of expenditures to DBE suppliers that are regular dealers and not manufactures may be counted provided that the supplier performs a commercially useful function in the supply process. All expenditures with manufactures and suppliers must be properly documented in writing in order to count toward a DBE obligation.

- B. If any time during the life of the contract it is determined that the Contractor is not making a satisfactory effort to fulfill the DBE requirement, the Department may withhold payment of monthly estimates.

- C. Failure by the Contractor to meet the minimum goal established in II.A.(2) of this provision will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the above specified percent, and subtracting the dollar value of the work actually performed by DBE contractors, unless exception was previously granted under sub-paragraph II.A.(4).
- D. Contractors and subcontractors are advised that failure to carry out the requirements 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 appropriate.

II. ACTION REQUIRED BY CONTRACTOR:

Prior to contract award and within 10 days from the receipt of bids, the contractor shall as a minimum, take the following actions to assure full opportunity to disadvantaged business enterprises:

- A. Develop and submit for approval the Disadvantaged Business Enterprise (DBE) Program which will include as a minimum:

1. Appointment of a representative to administer the Contractors Disadvantaged Business Enterprise Program.
2. Action to meet the established goal of not less than **TEN (10) PERCENT** of the total contract cost to the contractors, subcontractors, and/or suppliers that qualify as Disadvantaged Business Enterprises. A contractor may count toward its DBE goal a portion of the total dollar value of a contract with a joint-venture eligible under this certification, equal to the percentage of the ownership and controls of the DBE partners in the joint-venture.


At the point of award, AECOM Technical Services, Inc. has contributed a total of \$ _____ utilizing DBE Sub-consultants Prime Engineering of East Providence, RI, Steere Engineering, Inc. of Warwick, RI and ARIES Support Services, Inc. of Tiverton, RI toward the accepted 10% DBE Goal.

3. The contractor will be required to submit to the RIDOT Construction Section for approval any subcontractor and/or supplier, and submit executed contract agreement(s) between the contractor and qualified DBE to be utilized during the performance of work. In the case of consultant contract, the consultant shall submit the above DBE Program as stated in the Scope of Work. This DBE Program 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.
4. In the event that the cumulative percentage submitted do not equal or exceed said goal of Section II.A. (2), the contractor's submission shall include a request for a good faith waiver of the goal for the reason that qualified disadvantaged business enterprises are

demonstrated to be not available. Evidence in support of the request of a good faith waiver must accompany this request (see 49 CFR Part 23, Appendix A).

Should a good faith waiver be granted, the contractor will continue to pursue the goal established in sub-paragraph II.A. (2) above in connection with the actions involving contracting, subcontracting, and/or procuring materials and services during the life of the contract.

5. Contractors are encouraged to use the services of banks owned and/or controlled by minorities. Contractors are encouraged to assist DBEs in financing and bonding in order to involve more DBEs in the work. Contractors are encouraged to offer managerial assistance to DBEs as necessary to help them in the prosecution of the work.
6. 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 will include:
 - a. The number of DBE contractors, subcontractors, and suppliers; and the type of work, materials, or services being performed on or incorporated in this project.
 - b. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 - c. Documentation of all correspondence, contact, telephone calls, etc., to obtain the services of DBE on this project.
 - d. 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 the State Department of Transportation and the Federal Agency.
7. A contractor for a construction contract will no 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 award of contract will be nullified.



(Signature of Authorized Contractor and/or Consultant Representative)

11/23/24

(Date)

Special Note: In cases where the contract is funded by FAA or FRA, substitute the term "MBE(s)" in lieu of "DBE(s)." The term, "Minority Business Enterprise" or "MBE" means a small business concern as defined pursuant to Section 3 of the Small Business Act (15 USC 632) and its implementing regulations (13 CFR Part 121) that is owned and controlled by one or more minorities or women.

CERTIFICATION OF CONSULTANT

CONTRACT NUMBER:	2014-EB-003
PROJECT DESIGNATION:	BHO-0700 (003)
TITLE OF PROJECT:	Complete Design Services for the Rehabilitation of Washington Bridge North No. 700, Mainline, Approach and Ramp Bridges – PHASE 1
LOCATION:	Providence and East Providence, Rhode Island

I hereby certify that I am the **Consultant** and duly authorized representative of the firm of **AECOM Technical Services, Inc.**, whose address is **10 Orms Street, Suite 405, Providence, RI 02904** and that neither I nor the above firm I here represent has:

- a. Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Contract;
- b. Agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- c. Paid, or agreed to pay, to any firm, or organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Agency, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

11/23/14
DATE


SIGNATURE

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

CONTRACT NUMBER:	2014-EB-003
PROJECT DESIGNATION:	BHO-0700 (003)
TITLE OF PROJECT:	Complete Design Services for the Rehabilitation of Washington Bridge North No. 700, Mainline, Approach and Ramp Bridges – PHASE 1
LOCATION:	Providence and East Providence, Rhode Island

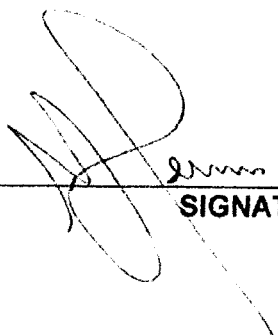
I hereby certify that I am the **Director of the Department of Transportation**, State of Rhode Island and Providence Plantations, and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- a. Employ or retain, or agree to employ or retain, any firm or persons, or
- b. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

Except as here expressly stated (if any):

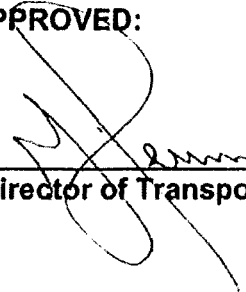
I acknowledge that this certification is to be furnished to the Federal Agency, U.S. Department of Transportation in connection with the Contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

11/27/14
DATE


SIGNATURE

IN WITNESS WHEREOF, the State of Rhode Island and Providence Plantations has caused these presents to be executed in its behalf by its State Purchasing Agent thereunto duly authorized, and the party of the second part has set their hands and seals (has caused this instrument to be signed and sealed by its proper officer(s) thereunto duly authorized) this 29th day of Jan 2014 .

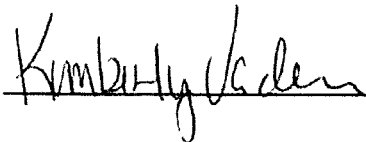
APPROVED:



Director of Transportation

CONSULTANT:

AECOM Technical Services, Inc.
10 Orms Street, Suite 405
Providence, RI 02904

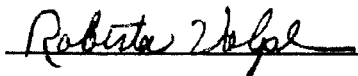


BY: 

Authorized Signature

IN THE PRESENCE OF:

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS



BY: 

State Purchasing Agent



Subconsultant
Date

EXHIBIT D
CHANGE ORDER FORM

AECOM Project Name: _____
AECOM Project No.: _____
AECOM PO No.: _____
Change Order No.: _____

In accordance with the Consulting Services Subcontract dated _____, 20____ ("Subcontract") between AECOM Technical Services, Inc. ("AECOM") and _____ ("Subconsultant"), this Change Order with an effective date of _____, 20____ modifies the Subcontract as follows:

1. Changes to Subcontracted Services:

2. Change in time of Performance (attach schedule if appropriate):

--

3. Change in Subconsultant's Compensation:

The Subcontracted Services set forth in this Change Order will be performed on the following basis:

Time and Materials basis with a Not-to-Exceed amount of (\$Numerical Amount). Reimbursable expenses shall be at actual cost with no markup and are included in the Not-to-Exceed cap.

Lump Sum/Fixed Fee of (\$Numerical Amount).

Milestone/Deliverable & Date	Payment Amount
	\$

Cost Plus Fixed Fee of (\$Numerical Amount).

Milestone/Deliverable & Date	Payment Amount
	\$

Other:

Therefore, the total authorized budget, inclusive of the changed Scope is \$Numerical Amount.



Subconsultant
Date

AECOM FINANCIAL & ACCOUNTING INFORMATION <i>[Internal Use Only]</i> :			
AECOM Billing/Task Number	AECOM SubContract /CO Number	Scope Task(s)/Phase(s)/Milestone(s)	Value
	Original		\$
CONTRACT TOTAL			\$

4. **Other Changes** (including changes to terms and conditions):

5. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

6. All other terms and conditions remain unchanged.

AECOM Technical Services, Inc.

Subconsultant: _____

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Address

Address

[END OF DOCUMENT]



AECOM
10 Orms Street
Suite 400
Providence, RI 02904
www.aecom.com

401-861-2766 tel
401-521-2730 fax

February 27, 2020

Ms. Patty Steere, PE
Steere Engineering Inc.
2350 Post Road
Warwick, Rhode Island 02886

Re: Rehabilitation of Washington Bridge North No. 700
RI Contract No. 2014-EB-003
FAP No. BHO 0700 (003)
Steere NTP for ROC/CA #13 Design Build Services

Please consider this a Notice to Proceed based on RIDOT's approval of ROC #13, containing Steere's Design Build Services Proposal. This NTP is for \$304,600.00 of Labor, Overhead and Fee. Per RIDOT direction the Design Build Services scope of work will be performed on a Lump Sum basis as identified in your proposal.

Per AECOM invoicing requirements please send electronic version of your invoices to USAPImaging@aecom.com and copy me at robert.wright@aecom.com. The invoices must include the Project Number 60620418 and the Project Manager name Robert Wright.

Should you have any questions about this letter, please do not hesitate to call me at (401) 854-2821 or email me at robert.wright@aecom.com.

Very truly yours,
AECOM

A handwritten signature in blue ink, appearing to read "Robert E. Wright".

Robert E. Wright, PE
Vice President

cc: AECOM Project File 60541698



September 13, 2019

Mr. Robert Wright, P.E.
AECOM
10 Orms Street, Suite 325
Providence, RI 02904

Subject: **Washington Bridge North No. 700 – ROC #11**
Design/Build Documents Development
Steere Scope and Fee Proposal

Dear Mr. Wright,

Steere Engineering is pleased to submit Scope of Work and Lump Sum Fee Proposal as a subconsultant to AECOM to create a Design-Build RFP for the Washington Bridge North No. 700 project.

Proposed Scope of Work

1.0 STUDY & DEVELOPMENT PHASE

Task 1.01 Project Management:

The work anticipated under this task includes overall project coordination during the Concept Level design phase. The Steere Project Manager will coordinate with the AECOM, and subconsultants under this phase.

Task 1.02 Preparation of Base Mapping:

This task will be performed by SMC, Steere time under this task is for coordination only.

Task 1.03 Analyses of Existing Conditions:

Steere will review existing plans of adjacent structures associated with Warren Avenue and Veterans Memorial Park Way Bridges as well as RIDOT project 2016-CB-059 in decision making process.

Task 1.05 Hazardous Materials / Waste Investigation

This task will be performed by others. Steere time under this task is for coordination only.

Task 1.09 Bridge Evaluation and Report:

For the existing Washington Bridge No. 700, spans 15 through 18, a formal bridge evaluation report WILL NOT be submitted under this scope of work. The development of the RFP documents will be based on the latest NBIS Routine Bridge Inspection Report completed by AECOM in July 2019. Steere will get the NBIS Inspection report from AECOM.

For the time allotted under this WBS task, Steere will correlate the 2019 routine inspection data with the 2016 Contract Documents. The deterioration tables from the Contract Documents will be updated to note the areas that have been repaired under the existing Washington Bridge rehabilitation contract. The deterioration tables WILL NOT be updated with new areas of deterioration. To account for the ongoing deterioration of the structure since the development of the 2016 Contract Documents a percent increase in total repair area will be used.

Task 1.10 NEPA Documentation:

This task will be performed by others. Steere time under this task is for coordination only.



Task 1.12 Preliminary Right-of-Way (ROW):

See SMC scope of work for more details.

Steere time under this task is for coordination and obtaining information.

Task 1.13 Preliminary Subsurface Investigations:

See AECOM Scope of work for detail information.

Steere time under this task for coordination and identification of boring locations and review of geotechnical documents.

Task 1.15 Bridge Type Study Report:

A formal bridge type study report **WILL NOT** be submitted under this scope of work per direction from RIDOT. Steere will determine the most appropriate structure type for the new Waterfront Drive Off-Ramp structures.

Task 1.16 Design Study Report:

A Design Study Report **WILL NOT** be submitted under this scope of work per direction from RIDOT.

Steere will determine the most appropriate structure type for the new Waterfront Drive Off-Ramp structures.

Task 1.17 Hwy/Traffic Plans & Profiles (Selected Alternative):

Steere time under this task is for plan and profile coordination with AECOM highway.

Task 1.18 Bridge Plans of Selected Alternative:

Waterfront Drive Off-Ramp

Work under this task includes the preparation of concept level bridge plans (pre 10%) to illustrate the extents of the work for the new Waterfront Drive Off-Ramp. Based on concept level report, pre-10% level plan will be developed. The bridge plans will include cover sheet, general bridge notes, construction sequences and phasing, bridge layout, retaining wall and wingwall layouts.

Task 1.20 Value Analysis:

Work under this task includes the investigation ABC alternatives, constructability constraints, developing quantities, and estimate.



2.0 PRELIMINARY DESIGN

Task 2.01 Project Management:

The work anticipated under this task includes overall project coordination during the enhanced 10% level design phase. The Steere Project Manager will coordinate with the AECOM and subconsultants under this phase

It is anticipated that one (1) meetings to review 10% level plans and for comment resolution.

Steere will provide responses to AECOM regarding to the Waterfront Drive Off-Ramp structures.

Task 2.02 Right-of-Way Submission:

Right-of-Way will be researched by SMC so that existing right-of-way layouts can be shown on the enhanced 10% BTC plans. It will be the responsibility of the D-B Team to secure any needed takings or easements that they deem required in order to complete the work. The anticipated limits of work for this project are likely to include the need for taking and/or easements in order to construct the new off-ramp from I-195 westbound to Waterfront Drive.

See SMC scope of work for further details on right-of-way.

Steere included hours to incorporate the ROW plans that are prepared by other.

Task 2.05 General Plans (Highway):

Steere time under this task is for coordination and obtaining information.

Task 2.06 Bridge Design and Plans:

Steere will advance the concept level plans developed under Task 1.18 to an enhanced 10% level submittal.

Washington Bridge No. 700

Steere assumes that no additional strengthening analysis will be performed to the existing Washington Bridge North 700, between Pier 14 and Abutment 2. 2016 contract drawings under contract no. 2016-CB-059 will be provided as a reference for evaluation and strengthening of the existing structure between Pier 14 and Abutment 2 to the D-B Team.

Waterfront Drive Off-Ramp

In general, the technical requirements will convey to the bidders the requirements for design and construction in order to design the new bridges and retaining wall structures associated with Waterfront Off-Ramp. Steere understands that a project priority is to minimize the traffic disruption on the Interstate to the greatest extent possible and will consider innovative techniques such as Accelerated Bridge Construction in the RFP documents.

For the new Waterfront Drive Off-Ramp structures, a conceptual structural analysis will be performed to ensure that the bridge design concepts for the Base Technical Concept are feasible and constructible.

Project Technical Requirements – Steere will provide a narrative describing Steere’s portion of the project requirements and goals as outlined above and based on the analysis and investigation. These requirements will indicate the items of work which are prescriptive, and which are performance based and will provide the parameters to be followed by the D-B Team during the procurement process.

Structural Plans – As part of the DB procurement documents Steere will include the 2016 Contract Drawings as a reference. Additionally, Steere will prepare enhanced 10% level bridge plans for the new Waterfront Drive Off-Ramp structures and partially modified “Repair Schedule” plans showing the known work that has been completed from the current construction contract. These plans will be developed to the level of detail needed to convey the concepts for new structures.



Steere hours under this task are for the 10% design and the following list of new bridge drawings and modified “repair schedule” per 2016 Contract Drawings (a total of 11 sheets):

1. Cover Sheet
2. Standard Notes Sheet
3. General Plan
4. Typical Transverse Sections
5. Profile
6. Boring Location Plans
7. Wingwalls and Approach Retaining Walls
8. Framing Plan (under existing Warren Ave and Vets Parkway on ramps)
9. Miscellaneous Details
10. Modified Repair Schedule
11. Construction Staging Details

Specifications – Steere assumes that specifications will not be required.



3.0 PREPARATION OF RFP DOCUMENTS

Task 3.01 Project Management and Coordination:

Work under this task will include coordination of the development of the RFQ and RFP documents. It is anticipated that 2 meetings will be held with RIDOT during this phase to discuss the contents of the documents.

Task 3.02 Development of the D-B Procurement Schedule:

Steere will coordinate with AECOM to provide input as it relates to the Waterfront Drive Off-Ramp structures as part of the development of the D-B Procurement Schedule.

Task 3.04 Development of Draft RFP Part A – Instructions for Respondents:

Steere will coordinate with AECOM to provide input as it relates to the Waterfront Drive Off-Ramp structures as part of the development of part A of the RFP documents.

Task 3.05 Development of Draft RFP Part B – Project Technical Requirements:

Steere will coordinate with AECOM to provide input as it relates to the Waterfront Drive Off-Ramp structures as part of the development of part B of the RFP documents.

Task 3.06 Development of Draft RFP Part C – Price Proposal:

Steere will coordinate with AECOM to provide input as it relates to the Waterfront Drive Off-Ramp structures as part of the development of part C of the RFP documents.

Task 3.07 Finalize RFP Documents:

Steere will coordinate with AECOM to provide input as it relates to the Waterfront Drive Off-Ramp structures as part of finalizing the RFP documents.

Task 3.08 Finalize the D-B Schedule:

Steere will coordinate with AECOM to provide input as it relates to the Waterfront Drive Off-Ramp structures as part of finalizing the D-B schedule.

Task 3.09 Finalize the D-B Cost Estimate:

Steere will coordinate with AECOM to provide input as it relates to the Waterfront Drive Off-Ramp structures as part of finalizing the D-B Cost Estimate.

Schedule:

The RFP Documents will be completed and advertised by March 31, 2020.

NOT INCLUDED:

Legal Review of the RFP/RFQ documents; this shall be the responsibility of RIDOT. Time or costs associated with a separate RFQ process. Development of the grading criteria for proposal reviews.



4.0 D-B BIDDING PHASE SERVICES

Task 4.01 Project Management:

The work under this task will include attending required meetings, including the pre-proposal meeting. It is anticipated that two (2) additional coordination meetings with RIDOT will be required during this phase of work.

Task 4.02 RFP Addendums/Questions:

Steer will provide responses to questions from D-B Team pertaining to Waterfront Off-Ramp structures and provide any necessary addendums also associated with these structures.

Task 4.03 RFP Response Review and Contract Award:

Steere will provide review of RFP responses and associated ATCs as they pertain to the Waterfront Off-Ramp structures.

NOT INCLUDED:

Proprietary Meetings, Advanced Review of Project Designs



5.0 CONSTRUCTION PHASE SERVICES

Task 5.01 Project Management:

Steere has assumed one (1) hour per week for project management and coordination assuming a 3.5 year or 42-month construction schedule.

Task 5.02 Review of D-B Team Design Submissions:

The D-B Teams will be submitting two (2) design submissions (90% & PS&E) during Construction Phase Services. Steere will review the D-B Teams submissions as they relate to the Waterfront Off-Ramp Structures and Washington Bridge No. 700, span 15 through span 18 rehabilitation to ensure that they satisfy the technical requirements set forth in the RFP Documents and the Scope of Work. Written comments will be provided to AECOM, for submission to RIDOT and D-B Team and responses to comments will be reviewed until all have been closed out.

Task 5.03 Respond to D-B Team Questions/RFI's:

Steere will review and respond to D-B Team construction related questions and RFI's pertaining to Waterfront Off-Ramp structures and Washington Bridge No. 700, span 15 through 18.

Due to the unique nature of this rehabilitation project, it is anticipated to be the equivalent of one (1) hour per week on average for the duration of the construction phase (3.5 years; 42 months).

Review and approval of Shop Drawings and Construction Methods shall be the responsibility of the D-B Team. Steere will not review construction methods.

Steere's involvement in the review of shop drawings will be limited to those items that are found to differ from the approved design details included in the "Issued for Construction" Contract Documents. For purposes of this proposal estimate Steere structural anticipates the need to review ten (10) shop drawings, at an estimated 20 hours per shop drawing, for those items not consistent with the approved design plans.

Yours sincerely,

Merve Iplikcioglu Kirtan, P.E.
Project Manager

Steere ENGINEERING, INC.

T: 401.773.7880 ext. 18

M: 203.804.3171

E: merve.iplikcioglu@steereengineering.com

WBS Layout Project Schedule Buildup

Req	WBS Code	WBS Description	Task Dur	Total Hrs	Sub	Resources					Assumptions/ Constraints/Notes
						PM	PN	SN	TD	TO	
Project Totals				2290		394	1057	831	0	0	
	1	Study & Development		752		162	257	333	0	0	
✓	1.01	Project Management		86		45	33	8	0	0	
✓	1.01.01	Correspondence		44		24	12	8			Correspondance w/AECOM, RIDOT, and other subs to share updates and findings
✓	1.01.02	Meetings		34		17	17				Assume weekly meeting through the end of January
X	1.01.03	Progress Reports		0							
X	1.01.04	Project Tracking		0							
✓	1.01.05	Coordination w/ Public, Locals & Others		8		4	4				Assume to join one
X	1.01.05.M2195	Start Public Hearings/Workshops									
X	1.01.M1000	Notice to Proceed									
X	1.01.M1101	Proceed with 10%-30%									
✓	1.02	Preparation of Base Mapping		8		4	4	0	0	0	
X	1.02.01	Prepare Traffic Control Plan for Field Survey		0							
X	1.02.02	Digitize Existing Plans or Initiate Aerial Photography		0							
X	1.02.03	Surveys for Ground Control		0							
X	1.02.04	Field Edit of Base Mapping		0							
✓	1.02.05	Survey Location Plan Checklist		8		4	4				Assume Steere input or field visit
X	1.02.M2103	Preparation of Base Mapping Complete									
✓	1.03	Analysis of Existing Conditions		114		16	42	56	0	0	
X	1.03.01	Prepare Traffic Control Plan for On-Site Reviews		0							
✓	1.03.02	Review of Available Data and Plans		80		10	30	40			Review all documents for adjacent bridge structures, foundation types, existing boring information, and additional project documents to decide project constrains in the decision making process.
✓	1.03.03	On-Site Project Review		12		4	4	4			Site visit, determine layout/staging areas, etc.
✓	1.03.04	Establish Existing Right-Of-Way		22		2	8	12			Coordination and meeting for East side ROW
X	1.03.05	Americans Disability Act (ADA) Evaluation									
X	1.03.M2101	Analysis of Existing Conditions Complete									
X	1.04	Traffic and Safety Analysis		0		0	0	0	0	0	
X	1.04.01	Traffic Data Collection		0							
X	1.04.01.M2151	Traffic Data Collection Complete									
X	1.04.02	Capacity Analysis		0							
X	1.04.03	Accident Analysis		0							
X	1.04.04	Additional Traffic Studies and Analysis		0							
X	1.04.05	Identify Safety & Capacity Improvements		0							
X	1.04.05.M2153	Safety/Capacity Analysis Complete									
X	1.04.06	Conceptual Intersection/Signal Design		0							
X	1.04.06.M2155	Conceptual Intersection/Signal Design Complete									
✓	1.04.07	Traffic Design & Analysis		0							
✓	1.05	Hazardous Materials/Waste Investigation		10		2	0	8	0	0	
✓	1.05.01	Potential Site Contamination Issues Review		10		2	0	8			Review information
X	1.05.02	Corridor Land Use Evaluation (CLUE)		0							
X	1.05.03	Phase I/TSA Environmental Site Assessment		0							
X	1.05.03.M2171	Phase I ESA/TSA Complete									

WBS Layout Project Schedule Buildup

Req	WBS Code	WBS Description	Task Dur	Total Hrs	Sub	Resources					Assumptions/ Constraints/Notes
						PM	PN	SN	TD	TO	
X	1.06	Cultural Resources Section		0		0	0	0	0	0	
X	1.06.01	Project Notification		0							
X	1.06.01.M2161	Cultural Resources Project Notif. Complete									
X	1.06.02	Phase I Cultural Resource Survey (106)		0							
X	1.06.02.M2162	Phase I Cultural Resource Survey Complete									
X	1.06.03	Phase II Cultural Resource Survey (106)		0							
X	1.06.03.M2163	Phase II Cultural Resource Survey Complete									
X	1.06.04	Determination of Effect/Impacts		0							
X	1.06.04.M2164	Cultural Res. Determination of Effects/Impacts Complete									
X	1.06.05	Section 106 Documentation		0							
X	1.06.05.M2169	Section 106 Documentation Complete									
X	1.06.06	Section 4(f)		0							
X	1.06.06.M2166	Section 4(f) Complete									
X	1.06.07	Section 6(f) for Properties Improved w/ Land & Water		0							
X	1.06.07.M2168	Section 6(f) Complete									
X	1.06.M1115	Cultural Investigations Complete									
X	1.07	Landscape Architecture		0		0	0	0	0	0	
X	1.07.01	Visual Analysis		0							
X	1.07.02	Conceptual Landscape Design		0							
X	1.07.02.M21L1	Conceptual Landscape Design Complete									
X	1.07.03	Preliminary Landscape Estimate		0							
X	1.07.04	Renderings		0							
X	1.07.05	Typical Landscape Sections		0							
X	1.07.05.M21L3	Landscape Elements Identified									
X	1.07.06	Landscape Plans (Hardscape & Softscape)		0							
X	1.07.07	Landscape Details		0							
X	1.07.08	Special Provisions for Landscape Elements		0							
X	1.07.09	Landscape Estimate		0							
X	1.07.10	Preliminary DOQ for Landscape Elements		0							
X	1.08	Conceptual Highway Plans		0		0	0	0	0	0	
X	1.08.01	Evaluate Existing Conditions & Identify Deficiencies		0							
X	1.08.02	Develop Typical Cross Sections		0							
X	1.08.03	Define Alternatives		0							
X	1.08.04	Develop Alternatives		0							
X	1.08.05	Evaluate Alternatives		0							
X	1.08.05.M2105	Highway/Traffic Plans & Profiles Complete									
X	1.08.06	Select Preferred Alternative		0							
X	1.08.07	Design Exceptions		0							
X	1.08.M1125	Preferred Alternative Selected									
✓	1.09	Bridge Evaluation and Report		114		17	40	57	0	0	
✓	1.09.01	Review of Existing Plans & Reports		114		17	40	57			Review of existing bridge record plans. Review 2019 WB NBIS inspection report and compare with 2016 Contract documents. This task will also includes markups and tables.
X	1.09.02	Prepare Bridge Testing & Inspection Program		0							
X	1.09.03	Prepare Traffic Control Plans for Bridge Testing		0							
X	1.09.04	Field Inspection		0							
X	1.09.05	Bridge Deck Testing		0							
X	1.09.06	Fatigue Analysis		0							
X	1.09.07	Hydraulic Report		0							
X	1.09.08	Scour Analysis		0							
X	1.09.09	Seismic Evaluation and Assessment		0							
✓	1.09.10	Bridge Ratings		0							
X	1.09.11	Design Exceptions		0							
✓	1.09.12	Evaluation and Final Report		0							
X	1.09.12.M2111	Bridge Evaluation & Report Complete									

WBS Layout Project Schedule Buildup

Req	WBS Code	WBS Description	Task Dur	Total Hrs	Sub	Resources					Assumptions/ Constraints/Notes
						PM	PN	SN	TD	TO	
✓	1.10	NEPA Documentation		4		4	0	0	0	0	
X	1.10.01	Identify Environmental Class of Action		0							
X	1.10.01.M2190	Purpose & Need Study									
X	1.10.02	Categorical Exclusion (CE)		0							
X	1.10.03	Environmental Assessment		0							
X	1.10.04	Environmental Impact Statement		0							
X	1.10.04.01	Social-Economic Consequences		0							
X	1.10.04.02	Environmental Consequences		0							
X	1.10.04.03	Cultural Consequences		0							
✓	1.10.04.04	Construction Consequences		4		4					Coordination
X	1.10.04.05	Report		0							
X	1.10.04.05.M2193	Record of Decision Complete									
X	1.10.M1120A	CE Complete									
X	1.10.M1120B	EA Complete									
X	1.10.M1120C	EIS Complete									
X	1.11	Wetland & Water Quality Pre-Permitting Coordination		0		0	0	0	0	0	
X	1.11.01	Potential Wetlands and Water Quality Permit Req'ts Review		0							
X	1.11.01.3B	RI Dept of Environmental Management - Freshwater Wetlands		0							
X	1.11.01.3C	Coastal Resource Management Council (CRMC)		0							
X	1.11.01.3D	Army Corps of Engineers (ACOE)		0							
X	1.11.01.3E	RI Dept of Environmental Management - Water Quality		0							
X	1.11.01.3F	RI Dept of Environmental Management - RIPDES		0							
X	1.11.01.3G	U.S. Coast Guard (USCG)		0							
X	1.11.01.3H	Special Requirements		0							
X	1.11.01.M2131	Environmental Permitting Review Complete									
X	1.11.02	Flag Existing Wetland Boundaries		0							
X	1.11.03	Survey Wetland Boundaries		0							
X	1.11.M2133	Round 1 Permitting Complete									
✓	1.12	Preliminary Right-of-Way (ROW)		40		4	12	24	0	0	
✓	1.12.01	Establish Existing ROW (existing Plans/Plats/Deeds)		24		2	6	16			Obtain the information and show on the plans
X	1.12.01.M2143	Preliminary ROW Plans Complete									
X	1.12.02	Prepare Traffic Control Plans for ROW Field Survey		0							
X	1.12.03	ROW Field Surveys		0							
✓	1.12.04	Evaluate ROW (Preferred and/or Alternatives)		16		2	6	8			Determine potential impacts.
X	1.12.05	Base Map of ROW Plans & Condemnation Plats		0							
X	1.12.05.M2141	ROW Base Map Complete									
X	1.12.06	Parking Impact Plans		0							
X	1.12.07	Preliminary SD-List (Major Items)		0							
X	1.12.08	Project Field Review (Consultant, Eng'r, Real Estate)		0							
✓	1.13	Preliminary Subsurface Exploration		50		10	24	16	0	0	
X	1.13.01	Prepare Traffic Control Plans for Subsurface Exploration		0							
X	1.13.02	Borings		0							
X	1.13.02.M2121	Utility Borings Complete									
X	1.13.02.M2181	Geotechnical Borings Complete									
✓	1.13.03	Geotechnical Investigations and Report		32		8	16	8			Coordination with Geotech
X	1.13.03.M2183	Geotechnical Investigation & Report Complete									
✓	1.13.04	Underground Utility Investigation		18		2	8	8			Any exsiting underground investigation
X	1.13.04.M2123	Underground Utility Investigation Complete									
X	1.14	Storm Water Management		0		0	0	0	0	0	
X	1.14.01	Preliminary Drainage Design (Existing)		0							
X	1.14.02	Preliminary Drainage Design (Proposed)		0							
X	1.14.03	Preliminary Drainage & Utility Plans and Design		0							
X	1.15	Bridge Type Study Report		0		0	0	0	0	0	
X	1.15.01	Work Sequence		0							
X	1.15.02	The Report		0							
X	1.15.02.M2113	Bridge Type Study Report Complete									

WBS Layout Project Schedule Buildup

Req	WBS Code	WBS Description	Task Dur	Total Hrs	Sub	Resources					Assumptions/ Constraints/Notes
						PM	PN	SN	TD	TO	
X	1.16	Design Study Report		0		0	0	0	0	0	
X	1.16.01	Bridge Type Study									
X	1.16.02	Draft Design Study Report									
X	1.16.03	Final Design Study Report									
X	1.16.M1130A	<i>Draft DSR Complete</i>									
X	1.16.M1130B	<i>Final DSR Complete</i>									
✓	1.17	Highway/Traffic Plans & Profiles (Selected Alternative)		40		8	16	16	0	0	
X	1.17.01	Cover Sheet									
X	1.17.02	Typical Sections									
X	1.17.02.M1105	<i>Typical Sections Complete</i>									
✓	1.17.03	General Plans		20		4	8	8			Plan coordination with AECOM highway
✓	1.17.04	Profiles		20		4	8	8			Profile coordination with AECOM highway
X	1.17.05	Location Plans & Geometry									
X	1.17.05.M1110	<i>Conceptual Plans & Profiles Complete</i>									
X	1.17.06	Highway Cross Sections									
X	1.17.07	Highway Plan Submission									
X	1.17.08	Traffic Plans & Details									
X	1.17.M1185	<i>10% Submission Submitted</i>									
X	1.17.M1190	<i>30% Submission Submitted</i>									
✓	1.18	Bridge Plans of Selected Alternative		102		28	34	40	0	0	
✓	1.18.01	Cover Sheet		8		2	2	4			
✓	1.18.02	General Bridge Notes		10		2	4	4			
X	1.18.03	Typical Sections									
✓	1.18.04	Bridge General Plan, Staging Sections, Structural Plans		52		16	20	16			Construction sequences and phasing, developing bridge layout, span requirements, foundation types
X	1.18.05	Foundation Plan									
X	1.18.05A	Utility Plan									
X	1.18.06	Abutment Plans									
X	1.18.07	Pier Plans									
✓	1.18.08	Wingwalls		32		8	8	16			Preliminary retaining wall and wingwall layouts
X	1.18.09	Girder and Framing Plan, Stregthening, spandrels, steel repairs									
X	1.18.10	Deck and Sidewalk Plan									
X	1.18.11	Concrete Joint Details									
X	1.18.12	Standard & Miscellaneous Details									
X	1.18.M2115	<i>Bridge Plans of Selected Alternative Complete</i>									
X	1.18.M1185B	<i>10% Bridge Submission</i>									
X	1.18.M1190B	<i>30 % Bridge Submission</i>									
X	1.19	Utilities		0							
X	1.19.M2125	<i>Utility Design Complete</i>									
✓	1.20	Value Analysis		184		24	52	108	0	0	
X	1.20.01	Value Engineering		0							
X	1.20.02	Formal Value Engineering Study		0							
X	1.20.03	Informal Value Engineering Review		0							
✓	1.20.04	Constructability		72		8	24	40			Investigate ABC alternatives and constructibility constraints
✓	1.20.05	Preliminary Quantity Take-Off		40		8	12	20			Develop quantities for 10% estimate
✓	1.20.06	Cost Analysis/Project Estimates		48		4	12	32			Develop estimate to be submitted with 10% plans
✓	1.20.07	Project Schedule		24		4	4	16			
X	1.20.M1195	<i>Start Constructability</i>									
X	1.20.M1198	<i>S&D Phase Complete</i>									
X	1.20.M1199	<i>S&D Final Approval</i>									

WBS Layout Project Schedule Buildup

Rpt	WBS Code	WBS Description	Task Dur	Total Hrs	Sub	Resources					Assumptions/ Constraints/Notes
						PM	PN	SN	TD	TO	
	2	Preliminary Design		760		86	332	342	0	0	
✓	2.01	Project Management		48		16	32	0	0	0	
✓	2.01.01	Correspondence		32		8	24				Coordination to complete 10% level design plans.
✓	2.01.02	Meetings		16		8	8				Coordination to complete 10% level design plans.
X	2.01.02.M2208	Meeting with Chief Design Engineer									
X	2.01.03	Progress Reports		0							
X	2.01.04	Project Tracking		0							
X	2.01.05	Coordination with Public, Local & Others		0							
X	2.01.M1201	Proceed with 75%-90%									
✓	2.02	Right-of-Way Submission		10		2	4	4	0	0	
✓	2.02.01	Right-Of-Way Plans		10		2	4	4			Hours included to incorporate the ROW plans
X	2.02.01.M2247	ROW Plans Complete									
X	2.02.02	Structural Disposition List		0							
X	2.02.03	Parking Impact Plans and Solutions		0							
X	2.02.04	Condemnation Plats		0							
X	2.02.04.M2243	Condemnation Plats Complete									
X	2.02.05	Plat Descriptions		0							
X	2.02.05.M2245	Plat Descriptions Complete									
X	2.02.06	Temporary Use Agreement		0							
X	2.02.06.M2241	ROW Temporary Use Agreements Complete									
X	2.02.07	Final Design Field Review w/ Real Estate Section		0							
X	2.03	Traffic Design and Analysis		0		0	0	0	0	0	
X	2.03.01	Signal Plans and Details		0							
X	2.03.01.M2253	Signal Plans & Details Complete									
X	2.03.02	Signing and Striping Plans and Details		0							
X	2.03.02.M2255	Signing, Striping Plans & Details Complete									
X	2.03.03	Electrical Plans and Details		0							
X	2.03.03.M2251	Electrical Plans & Details Complete									
X	2.03.04	Maintenance of Traffic		0							
X	2.04	Storm Water Management and Design		0		0	0	0	0	0	
X	2.04.01	Final Drainage Calculations and Narrative		0							
X	2.04.01.M2221	Final Drainage Calculations Complete									
X	2.04.02	Drainage Plans and Details		0							
X	2.04.02.M2223	Drainage Plans and Details Complete									
X	2.04.03	Utility Plans and Details		0							
X	2.04.03.M2227	External Utility Plans & Details Complete									
✓	2.05	General Plans (Highway)		12		4	4	4	0	0	
X	2.05.01	Cover Sheet		0							
X	2.05.02	Typical Sections		0							
X	2.05.03	General Plans and Details		0							
X	2.05.03.M2201	General Plans Complete									
X	2.05.04	Location Plans and Geometry		0							
✓	2.05.05	Profiles		12		4	4	4			Hours included for coordination and any updates to plans.
✓	2.05.06	Cross Sections		0							
✓	2.05.06.M2202	Cross Sections Complete									
X	2.05.07	Grading Plans		0							

WBS Layout Project Schedule Buildup

Rcd	WBS Code	WBS Description	Task Dur	Total Hrs	Std	Resources					Assumptions/ Constraints/Notes
						PM	PN	SN	TD	TO	
✓	2.06	Bridge Design and Plans		690		64	292	334	0	0	
	2.06.01	Conceptual design		0							
		Wall(s) Design		0							
		Load development		24			2	22			
		Type selection for analysis		44		4	24	16			
		Stability analysis		42		2	24	16			
		Constructibility		32		8	24				
		Bridge under WB		0							
		Load development		18			2	16			
		Type selection for analysis		68		4	24	40			
		Abutment Stability analysis		66		2	24	40			
		Constructibility		68		8	24	36			
		Pile Analysis		0							
		Stability analysis		64		8	32	24			
✓	2.06.02	Plans		264		28	112	124			Steere has 11 drawings assume 24 hours per drawings
✓	2.06.03	General Plans		0							
✓	2.06.04	Foundation Plans		0							
X	2.06.05	Substructure Plans		0							
X	2.06.06	Superstructure Plans		0							
X	2.06.07	Details		0							
	2.06.M2211	Bridge Design & Plans Complete									
	2.06.M2219	90% Bridge Submission Submitted									
X	2.07	Permitting		0		0	0	0	0	0	
X	2.07.01	RI-DEM		0							
X	2.07.02	Army Corps of Engineers		0							
X	2.07.03	Coastal Resource Management Council		0							
X	2.07.04	U.S. Coast Guard		0							
X	2.07.05	Environmental Permitting Submission (EPS)		0							
X	2.07.06	Environmental Protection Agency (EPA)		0							
X	2.07.07	Special Requirements		0							
X	2.07.M2231	Environmental Permitting Complete									
X	2.08	Landscape Architecture		0		0	0	0	0	0	
X	2.08.01	Typical Sections		0							
X	2.08.02	Landscape Plans (Hardscape/Softscape)		0							
X	2.08.02.M22L1	Landscape Plans Complete									
X	X	Landscape Details		0							
X	X	Landscape Details Complete									
X	X	Special Provisions		0							
X	2.08.05	Landscape Estimate		0							
X	2.08.05.M22L5	Landscape Estimate Complete									
X	2.09	Contract Documents		0		0	0	0	0	0	
X	2.09.01	Job Specific Special Provisions		0							
X	2.09.01.M2204	Job Specific Special Provisions Complete									
X	2.09.02	Contract Book		0							
X	2.09.02.M2206	Contract Book Complete									
X	2.09.M1250	75% Submission Submitted									
X	2.09.M1290	90% Submission Submitted									
X	2.09.M1292	CIRI Submission									
X	2.09.M1299	Approval of Final Design									

WBS Layout Project Schedule Buildup

Req	WBS Code	WBS Description	Task Dur	Total Hrs	Sub	Resources					Assumptions/ Constraints/Notes
						PM	PN	SN	TD	TO	
X	2.10	Site Contamination and Investigation (Analytical)		0		0	0	0	0	0	
X	2.10.01	Phase II Environmental Site Assessment		0							
X	2.10.01.M2173	Phase II ESA Complete									
X	2.10.02	Phase III Environmental Site Assessment		0							
X	2.10.02.M2271	Submission to Regulatory Agencies (Delete)									
X	2.10.02.M2273	Permission Letter Sent Out (Delete)									
X	2.10.03.M2275	Phase III ESA Complete									
X	2.11	Utilities		0		0	0	0	0	0	
X	2.11.01	Utility Coordination		0							
X	2.11.01.M2225	Vellums Sent to Utility Companies									
X	2.11.02	Utility Force Accounts		0							
X	2.11.02.M2229	Preliminary Utility Force Accounts Complete									
X	2.11.03	Utility Subsurface Exploration		0							
X	2.11.03.01	Prepare Traffic Control Plans for Boring & Subsurface		0							
X	2.11.03.02	Utility Borings		0							
X	2.11.03.03	Geotechnical Investigations & Report		0							
X	2.11.03.04	Underground Utility Investigation		0							
X	2.12	Value Engineering		0		0	0	0	0	0	
X	2.12.01	Value Engineering		0							
X	2.12.02	Constructability		0							
X	2.12.02.M1260	Constructability Complete									
X	2.12.03	Quantity Take-Off		0							
X	2.12.03.M2205	Quantity Take-Off Complete									
X	2.12.04	Contract Time Determination		0							
X	2.12.04.M1270	CTD Available									
X	2.12.05	Project Schedule		0							
X	2.12.05.M2207	Schedule Complete									

WBS Layout Project Schedule Buildup

Ref	WBS Code	WBS Description	Task Dur	Total Hrs	Sub	Resources					Assumptions/ Constraints/Notes
						PM	PN	SN	TD	TO	
	3	Preperation of RFP Documents		90		30	28	24	0	0	
✓	3.01	Project Management and Coordination		20		4	8	0	0	0	Assume (2) meeting
✓	3.01.01	Correspondence		10		2	8				Coordination during the bidding phase
✓	3.01.02	Meetings		10		2	8				Coordination during the bidding phase
X	3.01.02.M23V1	Chief Engineer's Approval									
X	3.01.03	Progress Reports		0							
X	3.01.04	Project Tracking		0							
X	3.01.05	Coordination w/ Public, Local & Other		0							
X	3.01.06	Pre-Bid Conference		0							
X	3.01.M1301	Proceed to PS&E									
✓	3.02	Development of the D-B Procurement Schedule		20		4	12	4			Working with AECOM to establish precurement Schedule
X	3.03	Development of RFQ Documents		0							
✓	3.04	Development of Draft RFP Part A		8		4		4			Working with AECOM for this part of the documents
✓	3.05	Development of Draft RFP Part B		8		4		4			Working with AECOM for this part of the documents
✓	3.06	Development of Draft RFP Part C		6		2		4			Working with AECOM for this part of the documents
✓	3.07	Finalize RFP Documents		4		4					
✓	3.08	Finalize the D-B Schedule		4		4					
✓	3.09	Finalize the D-B Cost Estimate		20		4	8	8			
X	3.10	Assemble all Materials for the RFP CD		0							
	4	D-B Bidding Phase Services		72		12	48	12	0	0	
✓	4.01	Project Management and Coordination		16		8	8	0	0	0	Assume (2) meetings
✓	4.01.01	Correspondence		8		4	4				Coordination during the bidding phase
✓	4.01.02	Meetings		8		4	4				Coordination during the bidding phase
X	4.01.03	Progress Reports		0							
X	4.01.04	Project Tracking		0							
X	4.01.05	Coordination w/ Public, Locals & Others		0							
X	4.01.M1401	Proceed with Advertising									
✓	4.02	RFP Addendum/Questions		18		2	16				
✓	4.03	RFP Responses Review and Contract Award		38		2	24	12			
	5	Post Construction		616		104	392	120	0	0	
✓	5.01	Project Management		168		40	128				1 hours per week for 42 months
✓	5.02	Review of D-B Team Design Submission		80		24	56				Two weeks of review per submission (90% & PS&E),
✓	5.03	Respond to D-B Team Questions/RFI's		368		40	208	120			10 shop drawings 20 hours per shop drawings + 1 hour per week for 42 monts
X	5.04	Construction Scheudle Monitoring		0							

	Total Hrs	Sub	Resources				
			PM	PN	SN	TD	TO
1 Study & Development	752		162	257	333	0	0
2 Design (10%)	760		86	332	342	0	0
3 Preparation of RFP Documents	90		30	28	24	0	0
4 D-B Bidding Phase Services	72		12	48	12	0	0
5 Construction Phase Services	616		104	392	120	0	0
TOTAL	2290		394	1057	831	0	0
Steere 2019 Hourly Billing Rates			\$165.0	\$140.0	\$110.0		
\$304,400.00			\$65,010.0	\$147,980.0	\$91,410.0		

FINAL SUMMARY					
Labor cost			\$65,010.0	\$147,980.0	\$91,410.0
Direct Expenses		\$200.0			
GRAND TOTAL	\$304,600.0				

Scope Fee Proposal

Sub-Consultant Allowances & Direct Expenses	
Direct Expense Description	Allowance
Mileage	\$ 200