

RHODE ISLAND DEPARTMENT OF TRANSPORTATION
TWO CAPITOL HILL
PROVIDENCE, RI 02903

REQUEST FOR PROPOSAL

VOLUME I – Instructions to Proposers

Requests for Proposals (RFP) are hereby solicited by the State of Rhode Island Department of Administration (RIDOA)/ Division of Purchases on behalf of the Rhode Island Department of Transportation (RIDOT) to acquire **DESIGN/BUILD** services for the following project. Services would be procured on a fixed price/ fixed term basis in accordance with the procurement regulations of Rule 8.11 *“SELECTION OF METHODS OF CONSTRUCTION CONTRACTING MANAGEMENT”* of the State of Rhode Island Procurement Regulations

RFP 7551329
DESIGN/ BUILD Services for the Pawtucket/Central Falls Commuter Rail Station
Pawtucket, RI

DBE GOAL: CONST 5% / DESIGN 5%
TRAINEES: 4,000 HRS

INTRODUCTION

This RFP document package as presented comprises VOL I, the Instructions to Proposers ("ITP") and VOL II, the Project SCOPE OF WORK. VOL III, Contract Documents will be added by Addendum. The purpose of this RFP is to solicit competitive Proposals from firms or proposers comprised of a group of firms (**the “D/B TEAM”**) to value engineer the design and construct the **Pawtucket/Central Falls Commuter Rail Station (the "Project")** on a fixed term/fixed price basis. RIDOT intends to enter into a Contract (the "Contract") with the selected **D/B TEAM** in a form substantially similar to the Contract to be included as Volume III of this RFP.

The Project has received an FTA NEPA Categorical Exclusion (CE).

RIDOT will be entering an Agreement with the Massachusetts Bay Transportation Authority (the "MBTA") pursuant to which the MBTA will extend commuter rail service within Rhode Island beyond its current service to Providence, TF Green Airport in Warwick and Wickford Junction in North Kingstown to also include a station stop in Pawtucket/Central Falls.

Respondents are instructed to submit a **TECHNICAL PROPOSAL** response along with a *separately sealed* all inclusive, fixed fee **PRICE PROPOSAL** both described in detail herein. The selected D/B TEAM will be required to perform all work necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the Project.

It is the intention of RIDOT to award based on fees for services outlined on the required **PRICE Proposal** format defined herein. RIDOT will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. RIDOT reserves the right to purchase part of the proposal or the entire proposal. **SEE PRICE PROPOSAL SECTION FOR INSTRUCTION AND FORMAT.**

PROCUREMENT SCHEDULE

The current schedule for the PROJECT is for substantial completion by DECEMBER 31, 2019 and completion by DECEMBER 31, 2020.

RIDOT currently anticipates conducting this procurement in accordance with the following list of milestones. This schedule is subject to revision and RIDOT reserves the right to modify this schedule as it finds necessary, in its sole discretion.

Advertise Request for RFP on-line at: www.purchasing.ri.gov	January 27, 2017
SITE VISIT	February 16, 2017 @ 10:00 AM Pine Street Entrance
PRE-PROPOSAL MEETING	February 16, 2017 @ 1:00 PM 12, 2017 RIDOA, Conference Room "A"
Deadline for D/B TEAMS to submit INITIAL ATCs	March 13, 2017
One-on-One Meetings with D/B TEAMS to discuss INITIAL ATCs	March 23, 2017
Deadline for D/B TEAMS to submit Final ATCs for RIDOT approval	April 10, 2017
Deadline for formal RIDOT ATC Approval(s) to proposing D/B TEAMS	April 17, 2017
Deadline for D/B TEAMS to submit on-line Q&A @ www.dot.ri.gov	May 28, 2017 (NOON)
RFP DUE DATE	JUNE 5, 2017 (11:30 AM)
Interview /Presentations	June 22, 2017
Apparent Best Value Determination	July 7, 2017
Tentative Award	July 14, 2017
Anticipated Contract Award	July 28, 2017 (EST.)
NOTICE TO PROCEED ("NTP")	JULY 28, 2017 (EST.)

PROJECT DESCRIPTION

The Project involves value engineering of the design and construction of a new train station along the Northeast Corridor in Pawtucket, RI. The work includes two high-level platforms, two station siding tracks, a freight runaround track, ramps, stairs, pedestrian bridge, and associated track, electrification, signals and communications work, and related improvements. RIDOT’s strong preference is for synthetic platforms to be constructed.

For purposes of assisting Respondents, RIDOT estimates the total cost to complete the design and to construct the Project to estimate **\$40 MIL** which shall include payment to participating third parties such as AMTRAK. In addition, RIDOT has determined that the Project must be substantially completed and open by **DECEMBER 31, 2019** and final acceptance received by **DECEMBER 31, 2020**.

Time is therefore of the essence to the performance of the Contract. The Contract provides that Liquidated Damages will be assessed for the Contractor's failure to meet the deadlines identified therein.

PROJECT STATUS AND INFORMATIONAL DISK

RIDOT's Consultant, Vanasse Hangen & Brustlin, Inc., has developed a Base Technical Concept for the Project (approximately 30%) for use as a reference document only. Respondent D/B Teams may deviate from the BTC, however, the BTC has received conceptual approvals from AMTRAK, RIDOT, State Historical Preservation Commission, and Municipal Entities, etc. Therefore, D/B Teams shall be responsible to submit any deviations to all governing Agencies and address such schedule implications in their Technical Proposal.

Existing PROJECT PLANS and INFORMATIONAL MATERIALS will be made available on disk at no cost through the RIDOT Office of Procurement, Room 110, Two Capitol Hill, Providence, RI 02903. Office Hours M-F 8:00 AM to 4:00 PM. Office Mainline: (401) 222-2495

RFP submittals received must be in accordance with guidelines as outlined in this request and the State's General Conditions of Purchase which can be accessed online through the *Rhode Island Vendor Information Program*, or "RIVIP" as it is known, at :

<http://www.purchasing.ri.gov>

All Respondents are advised to review all sections of this request thoroughly and to follow the instructions carefully. Failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

GENERAL INSTRUCTIONS AND NOTIFICATIONS TO RESPONDENTS:

- All Respondents MUST register online at the RIVIP'S Internet website at: www.purchasing.ri.gov.
- A fully completed, signed ***RIVIP BIDDER CERTIFICATION COVER SHEET*** – All three pages **MUST** accompany EACH response submitted. This document must be downloaded off the RIVIP website. Failure to make a complete submission inclusive of this three-page document may result in disqualification.
- Should there be a need for assistance in registering and/or downloading any document, call (401) 574-8100 and request the RIVIP HELP DESK for technical assistance. Office Hours: 8:30 AM – 4:00 PM.
- The State does not require E-VERIFY compliance in any of its purchasing and/or hiring of services; however, Respondents are hereby advised that in line with the Federal Acquisition Regulations any federal contract based on the services requested may require that the State obtain evidence of E-VERIFY compliance from the successful Respondent.
- The Rhode Island Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d - 2000d-4 and 49 C.F.R. Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, or disability in consideration for an award.
- Services provided by the successful Respondent - and if applicable any sub-contracts generated through this Contract - shall not discriminate on the basis of race, color, national origin, or sex in the performance

of this Contract. The successful Respondent shall carry out applicable requirements of 49 C.F.R., Part 26, Participation of Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs, in the award and administration of DOT-assisted contracts. Failure by the successful Respondent to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

- All costs associated with developing or submitting documents in response to this solicitation and/or in providing oral or written clarification of its content shall be borne by the Respondent. The State assumes no responsibility for these costs.
- **Joint Ventures** will be permitted, provided a Joint Venture Agreement is included in the Proposal which clearly identifies the entities which comprise the Joint Venture and the Officers of the Joint Venture. Agreement documentation must also be included if Respondent is structured as a **Corporation, Limited Liability Company, General Partnership, Limited Partnership or other form of organization.**
- Submissions in response to this solicitation are considered to be irrevocable for a period of not less than one hundred twenty (120) days following the established due date and may not be withdrawn without the express written permission of the State Purchasing Agent.
- Responses misdirected to other State locations or which otherwise are not received by the State Division of Purchases by the established due date for any cause will be determined to be late and will not be considered. The office clock, for the purpose of registering the arrival of a document, is in the reception area of the Department of Administration (DOA), Division of Purchases, One Capitol Hill, Providence, Rhode Island.
- Respondents must possess a working familiarity with the guidelines outlined in the ***Rhode Island Standard Specifications for Road and Bridge Construction, 2004 Edition***, and subsequent revisions, which is currently available on-line @ www.dot.ri.gov, as well as all applicable RIDOT Department Policy Memos (DPMS) and RIDOT Memorandums to All Consultants (TACS). Respondents must also be familiar with the FTA, AMTRAK, and MBTA's Standard Specifications for Railroad Construction.
- Respondents must provide evidence that the **LEAD CONTRACTOR** is registered with the State of Rhode Island Contractors' Registration and Licensing Board as required under RI Gen Laws 5-65-19 and maintain registration throughout project duration. A copy of the current registration is required in the Technical Proposal. The Contractor shall comply with all Rhode Island Vendor Certification Requirements.

The State Contractors' and Licensing Board can be contacted as follows:

Contractors' Registration and Licensing Board
1 Capitol Hill, 2nd Floor
Providence, RI 02908
Telephone: (401) 222-1268
Fax: (401) 222-1940
Website: www.crb.state.ri.us

- Provide evidence that **LEAD DESIGNER** is licensed to practice engineering in the State of Rhode Island in accordance with RI Gen Laws 5-8 and maintain licensure throughout project duration. A copy of the current Rhode Island Certificate of Authorization **FOR THE FIRM** and current Rhode Island registrations(s), **FOR THE INDIVIDUAL(S)** who would perform the specified engineering services is required in the Technical Proposal.

The State Board for Design Professionals can be contacted as follows:

**Board for Design Professionals
1511 Pontiac Avenue
Building 68-2
Cranston, RI 02920**

Telephone: (401) 462-9592
Fax: (401) 462-9532
Website: www.bdp.state.ri.us

- Respondents are advised that all materials submitted to the State for consideration will be considered to be public records as defined in RI Gen Laws 38-2, without exception, and will be released for inspection immediately upon request once an award is made.
- In accordance with RI Gen. Laws 7-1.2-1401, no **FOREIGN CORPORATION** (a corporation established other than in Rhode Island) has the right to transact business in this State until it has procured a Certificate of Authority to do so from the Office of the Secretary of State (401) 222-2357. If applicable, a copy of Respondent's Certificate of Authority must be included as part of the TECHNICAL submission located behind the front page of each copy.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This Project has been assigned a total of **FIVE PERCENT (5%)** Disadvantaged Business Enterprise (DBE) participation goal for "construction qualifying work", and **FIVE PERCENT (5%)** for "consultant qualifying work" with Rhode Island certified firms during design and construction of the Project. DBE participation shall consist of concerted efforts by the Respondent as part of its affirmative action responsibilities to include DBE Firms on Federal-Aid transportation projects. Hereafter, DBE refers to businesses owned or controlled by socially and economically disadvantaged person(s) as certified by the RIDOA Office of Diversity, Equity and Opportunity (ODEO). In order to comply with this requirement, a detailed disclosure of RI certified DBE firm(s) and proposed task assignment(s) to be performed **MUST** be included ***in the TECHNICAL Proposal Submission (FORM K)*** along with a copy of current RI state certification letter(s). DBE certifications must be approved at the time of the TECHNICAL proposal submission to ensure DBE compliance and availability.

The **PRICE Proposal** shall include **FORM N**, identifying proposed DBE Firms and disclosure of DBE activity **percentage (%) of cost** eligible toward DBE credit. The defined cost of the DBE activity need not be disclosed in RFP TECHNICAL submission.

A list of current Rhode Island State certified DBE firms may be obtained through the State's Minority Business Enterprise (MBE) Office website @ www.mbe.ri.gov. Any questions should be directed to:

**RIDOT Office of Business and Community Resources
Room 110, Two Capitol Hill
Providence, RI 02903
(401) 222-3260**

TRAINEES

The D/B Team must also provide a written statement in the Technical Submission, by an authorized representative of the D/B Team, that the D/B Team will develop and maintain a continuous on-the-job-training (OJT) program achieving the required Training hours. If the Respondent is selected for the Project, they must possess a RIDOT approved OJT Program prior to award.

The trainee hours for this Project are based on **36 MONTHS** for completion; the total hours for OJT trainees are established to be **FOUR THOUSAND (4,000)** Training Hours for OJT reimbursement. RFP documentation shall detail requirements for Trainee submission and review.

STIPEND

RIDOT reserves the right to use any concepts contained in any Proposal in connection with the Contract entered into with the successful D/B TEAM. RIDOT will pay a **\$50,000.00 Stipend** which will entitle RIDOT to use all Alternative Technical Concepts ("ATCs"), methods, ideas and all other information presented in the proposals as RIDOT sees fit; provided that a fee for documents will not be paid to any D/B TEAMS that withdraws its Proposal after the Proposal DUE DATE. Only those D/B TEAMS determined to have submitted a responsive Proposal, meeting the requirements of this RFP, shall be considered eligible to receive the Stipend. The Stipend will only be paid to the top TWO (2) Proposers not awarded the Contract. The acceptance of Stipend shall be optional to the eligible Proposers.

ATCs and other proprietary concepts identified in a Proposal as such will not be shared with any other Proposer until after award of the Contract. Following award of the Contract, ATCs and other proprietary concepts submitted by non-successful proposers may be included in the value engineering process or otherwise shared with the successful Proposer.

PROJECT LABOR AGREEMENT

All Respondents are hereby notified that services performed under this Project may be subject to a Project Labor Agreement (PLA) in line with FTA Provision **52.222-33**, "*Notice of Requirement for Project Labor Agreement*". Further information will be made available by Addendum.

ON-LINE COMMUNICATIONS WITH RIDOT

There will be no point of contact at RIDOT who will directly answer questions either in person, through email, or by telephone.

Any pertinent questions subsequent to this solicitation shall be posted on-line at RIDOT'S "*Bidding Opportunities*" web page accessible at: <http://www.dot.ri.gov/contracting/bids> and follow the link to "?" to submit questions relative to this solicitation. Responses to questions submitted for the subject project will also be posted under the same questions menu. This Q & A Forum will disable seven (7) FULL CALENDAR DAYS prior to the due date for this project. Therefore, questions will not be accepted **after NOON on MAY 28, 2017.** Upon the close of questions, all questions received and responses posted by RIDOT will be subsequently posted as a formal ADDENDUM on the RIVIP and therefore incorporated as part of RFP.

EXAMINATION AND INTERPRETATION OF RFP DOCUMENTS

Respondents are responsible for reviewing the RFP documents issued and any subsequent Addenda (to be issued on-line through the RIVIP website), and for requesting clarification or interpretation of any material discrepancy, deficiency, ambiguity, error or omission, contained therein or of any provision which is not clearly understood.

If RIDOT determines that such interpretation or clarification requires a change in the RFP documents, RIDOT will prepare and electronically issue Addenda through the RIVIP website (www.purchasing.ri.gov). RIDOT will not be bound by and Respondents shall not rely on, any oral communication regarding the RFP documents. If a Respondent has any meetings or discussions with other agencies or entities during the procurement phase, the Respondent shall be responsible for verifying any information received from such meetings with RIDOT.

ACKNOWLEDGEMENT OF ADDENDA

RIDOT reserves the right to revise the RFP documents at any time before the RFP Due Date. Such revisions, if any, will be announced by Addenda to the RFP documents. If any Addendum significantly impacts the RFP, at RIDOT’S discretion, RIDOT may set a new RFP Due Date. The announcement of the new Due Date will be set forth by Addendum.

The Contract provides that the Project shall be subject to Rhode Island General Laws Chapter 37-13 and the Davis-Bacon Act. Approximately THIRTY (30) DAYS prior to the Proposal Due Date, RIDOT will issue an Addendum containing wage rates that shall apply to all labor to be performed on the Project.

Each D/B TEAM shall acknowledge in its **Proposal Letter (Form A)** the receipt of all Addenda. Failure to acknowledge receipt of Addenda may cause the Proposal to be deemed non-responsive and be rejected.

RFP SUBMISSION REQUIREMENTS: Technical and Price Proposals

Upon review of the RFP, an **“ORIGINAL” + FIVE (5) copies** of **TECHNICAL** Proposal along with separately sealed **PRICE** Proposals (inclusive of approved ATCs) (**THREE (3) HARD COPIES only**) should be submitted to the Division of Purchases by the specified deadline to the address listed below. RIDOT requires that the RFP submission be submitted not only in hard copy form but also on CD-ROM.

Clearly labeled CD-ROM should be attached to the inside cover of each Technical Proposal submission. RIDOT requires that the electronic version of said Proposal be submitted in searchable Adobe PDF format. Requested documentation is to be either mailed or hand delivered in a sealed envelope marked: *“**BID #7551329 - DESIGN/BUILD Services for the Pawtucket/ Central Falls Commuter Rail Station, Pawtucket, RI**”* by **JUNE 5, 2017 no later than 11:30 A.M.** to:

BY COURIER OR MAIL:
RI Department of Administration
Division of Purchases (2nd fl)
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above referenced due date and time will not be considered. (SEE GENERAL NOTIFICATIONS)

NON-MANDATORY SITE VISIT AND PRE-PROPOSAL MEETING

Interested parties are encouraged to attend a Site Visit and Pre-Proposal Meeting to answer questions and provide additional information and other related details. A visual SITE VISIT will take place on FEBRUARY 16, 2017 @ 10:00 A.M. at the Pine Street side of the location site to be followed by a PRE-PROPOSAL MEETING @ 1:00 P.M. to be held at the RI Department of Administration, One Capitol Hill, 2nd Floor, Conference Room “A”, Providence, RI 02903.

Per AMTRAK safety regulations, interested parties attending the SITE VISIT must wear a VEST AND HARDHAT in order to access the project site. Safety gear WILL NOT be provided by RIDOT; Respondents must come prepared with the required safety equipment or will be denied entry. ANY AND ALL questions will be addressed at the Pre-Proposal Meeting following the Site Visit. If inclement weather, it shall be at RIDOT’s discretion to reschedule site visit.

THERE WILL BE NO DISCUSSIONS HELD AT SITE VISIT.

Any questions relative to the RFP as well as any questions regarding RIDOT procedures and proposal format will be addressed at the Pre-Proposal Meeting.

A summary of the Pre-Proposal Meeting will be posted on-line as an Addendum to this solicitation at the RIVIP's Internet website. It is the responsibility of all interested parties to download this information.

Persons requiring the services of an interpreter for the hearing impaired may obtain those services by calling (401) 222-5300 (Voice), (401) 222-5301 (TTY), (401) 222-5736 (Fax) or interpreter@cdhh.ri.gov (email) fourteen days in advance of the Meeting.

Design/Build Evaluation Committee (COMMITTEE)

A **Design/Build Evaluation Committee (COMMITTEE)** will be appointed responsible for the Project under consideration. The COMMITTEE will be assigned to evaluate and score each phase of Consultant Selection until a final recommendation has been determined. The COMMITTEE Chairman will be responsible to present final selection recommendation for Departmental approval. In addition to the appointed COMMITTEE Members, RIDOT may use any appropriate technical resources to provide assistance in evaluating the submittals. Technical resources will act in an advisory capacity only and will not review or score any documentation.

All RFP documents will be treated with extreme confidentiality. Documents will not be accessible to the general public, to D/B Teams, or to RIDOT employees not involved in the selection process.

BID BOND

In accordance with the State's Amended Procurement Rules & General Conditions of Purchase, effective December 2011, as cited under Section 12.102.06, "Proposal Guaranty" the separately sealed **TECHNICAL PROPOSAL** will not be accepted or considered unless accompanied by a guaranty in the form of an original **FIVE PERCENT (5%) BID BOND** made payable to the State of Rhode Island. Bid bonds must be provided by surety companies licensed and authorized to conduct business in the State of Rhode Island. All surety companies must be listed with the Department of the Treasury, Fiscal Services, Circular 570, (Latest Revision published by the Federal Register).

INTERVIEW/PRESENTATION

RIDOT will schedule interviews and presentations as part of its evaluation process. Information from the interview and presentation, including content and style, will be made part of the evaluation process.

RIDOT will provide a 10-day notice to Proposers including the time and location of presentation. All presentations will be limited to **ONE (1) HOUR** in duration, including questions. Each Proposer will be responsible for all costs associated with the preparation, submission, travel and execution of the work necessary to provide their presentation to RIDOT.

TECHNICAL PROPOSAL FORMAT AND CONTENT

GENERAL FORMAT

Upon review of the RFP documents, TECHNICAL Proposal submissions must include, at a minimum, the

following information for RIDOT review and subsequent technical evaluation:

- **PROPOSAL LETTER (FORM A):** A Letter of Proposal must accompany each response signed by an owner, officer, or other authorized agent of D/B TEAM.
- **W-9 FORM:** Must be completed and signed by authorized agent of the D/B TEAM. **Form may be downloaded @ www.purchasing.ri.gov.**
- **FIVE PERCENT (5%) BID BOND (ORIGINAL):** *Separately Sealed Attachment per RFP Defined herein).*
- **RIVIP BIDDER CERTIFICATION COVER SHEET-** A fully completed, signed by authorized agent of D/B TEAM (SEE GENERAL NOTIFICATIONS)
- **Proposal Format:** TECHNICAL Proposal must be bound or contained in a single volume. All documentation submitted with the proposal must be contained in that single volume. TECHNICAL Proposal must be prepared on **8 1/2" x 11"** letter sized white paper, printed single-sided, sequentially numbered and limited in length to a total of **40 PAGES** – exclusive of “exhibits”, which must be tabbed and included in the bound submission. Font size shall be a minimum of **12 POINTS** for all submittals. ALL documentation in excess of 40 PAGE MAXIMUM will be removed and discarded. Proposal must contain a Table of Contents that cross-references each requirement with specific pages in the technical submission. “Supporting” documentation shall be submitted as “**exhibits**” to Technical Proposal such as Proposal Letter, technical appendices, required forms, certificates, resumes, insurance letters, surety letters and other information, bonds, miscellaneous background information on companies or firms, drawings, plans, miscellaneous correspondence and financial information which shall be tabbed accordingly and included in the bound submission.
- **RIDOT Original RFP and Addenda:** Respondents shall include as an “exhibit” to the TECHNICAL Proposal submission a copy of RIDOT’S original RFP and any supplemental Addenda, as applicable.

CONTENTS OF TECHNICAL PROPOSAL SUBMISSION:

1. General

- Provide the **NAME OF EACH COMPANY and COMPANY STRUCTURE comprising the D/B Team, including Sub-Contractors and any proposed DBE Firms,** identifying the indicated role of each participant included in the Proposal. Include the identity of the **LEAD CONTRACTOR** so-called, which shall be responsible for guaranteeing the delivery of the Project on time and on budget in accordance with the contract provisions.
- Provide the name, title, address, telephone and facsimile numbers, and electronic mail address of the D/B Team **PRINCIPAL CONTACT(S)**. The D/B Team principal contact(s) must remain constant throughout the life of the Project.

RIDOT must be informed of any changes in personnel *at any time* during the contract term. RIDOT reserves the right to reject personnel and/or if in the event key personnel are no longer available, RIDOT reserves the right to terminate this agreement.

- Identify the team members who will undertake **financial responsibility** for the Project and describe any liability limitations. If the D/B Team is a Joint Venture, Limited Liability Company or partnership, describe the **bonding approach** that will be used and the members of such organizations who will have joint and several liabilities for the performance of the work required for the Project. **If the D/B Team is a limited liability company, joint venture or any form of partnership,** provide complete copies

of the **organizational documents** that allow, or would allow by the time of contract award, the Respondent to do business in the State of Rhode Island.

- Give names and detailed addresses of all **affiliated and/or subsidiary companies**. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly. An affiliate shall be considered as any business entity which is closely associated to another business entity so that one entity controls or has power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in Joint Ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving, are not considered to be affiliates.
- If a D/B Team has no affiliated and/or subsidiary companies other than the Respondent's legal business entity, the Respondent should include a statement in the submittal indicating the same.
- Provide a description of EACH D/B TEAM Member's experience and qualifications, particularly with respect to **1)** railroad site work design and railroad site work construction along AMTRAK's Northeast Corridor (NEC), **2)** related site work; with a particular focus on the ability to deliver such projects on time and on budget. **Identify and describe all projects with a construction value of a minimum of \$25 MIL or more completed by EACH company in the past TEN (10) YEARS** which demonstrate adequate experience in project safety on transportation projects similar in scope and/or complexity to the Project.
- Respondent should provide relevant and verifiable evidence of good performance or lessons learned from previous experience and give convincing ways in which lessons learned or past good performance will be used for the benefit of the Project.
- With respect to EACH project identified, include the following information: project name and contract number; owner's name, address, principal contact, and current phone and fax numbers and e-mail addresses; dates of design and/or construction; project description; description of work and percentage actually performed by each company; and the initial bid price and final contract price (including the number and value of contract modifications and claims) and an explanation regarding the causes (whether upward or downward) of contract value adjustments.
- Provide an **organizational chart** identifying companies responsible for major functions to be performed in designing and constructing the Project. The chart should show the functional structure of the organization and identify key personnel by name and affiliation. The chart must identify the critical support elements of project management, project administration, construction management, design quality control and design quality assurance, construction quality control and construction quality assurance, and subcontractor administration.
- Provide separate **resumes** for all key management staff of the D/B Team, including the Project Director, Principal On-Site Superintendent, Design Manager, QA/QC Administrator and individuals selected to manage the following functions: construction, project controls, subcontracts and procurement, quality assurance for construction, quality control for construction, quality assurance for design, quality control for design, foundation design, structures design, utilities design, landscape design, railroad site work design, railroad site work construction along an active railroad line, environmental compliance and mitigation, utilities coordination, safety, labor relations, geotechnical

investigation and design, and survey. In addition, include the **approximate percentage** of each employee's time to be expended on this project.

Standard Federal Form 330 (effective 08/2016) must be completed by the **LEAD DESIGNER** and included in technical response. Access to this form may be obtained through the following website: www.gsa.gov.

Key management resumes will indicate where roles, if any, may overlap and will include the proposed role and experience in the area of responsibility, history of employment, experience in design, construction or maintenance of similar projects, and other relevant background information. THREE (3) references shall be provided for the Project Director, Principal On-Site Supervisor, Design Manager, QA/QC Administrator. At least ONE (1) reference shall be provided for all other key personnel. References shall be previous owners or clients with whom the key personnel have worked within the past TEN (10) YEARS and should include the name, position, company or agency, current phone and fax numbers and e-mail addresses for each reference.

- Discuss the current design and/or construction backlog of EACH D/B TEAM Member and the capacity to perform the PROJECT to achieve substantial completion by **DECEMBER 31, 2019** and project acceptance by **DECEMBER 31, 2020**.

2. **Project Development**

- Technical Proposal must include a description of the D/B TEAM'S approach to development of the proposed Project, including key assumptions to be included in its development of Final Design plans.
- Proposal must include a description of how the schedule for implementation of the Project will be developed, identifying sequential milestones for each of the major phases leading to completion. Please also include a description of any innovative approaches to PROJECT delivery which may be proposed, with a description of the D/B TEAM'S experience in delivering such innovations.
- Proposal must identify relevant criteria and methods to address Project contingencies and minimize risk associated with latent conditions, delays in securing necessary permits, dealing with third party interveners, the treatment and handling of hazardous waste and materials, etc. Discuss how risks will be mitigated, which party is best able to control the risk and/or manage the consequences, and how risks should be allocated among the parties.
- Provide a general outline of key groups that will require coordination/relations during the Project including community groups, environmental, AMTRAK, and address how these groups will be addressed.
- In line with RIDOT procedures, the Narragansett Indian Tribal Historic Preservation Office (NITHPO) shall monitor (observe) any excavation throughout the PROJECT construction. Coordination procedures for notification of NITHPO will be provided by the RIDOT Cultural Resources Unit and will be defined in detail in the RFP. Respondent D/B TEAMS must include a **qualified cultural resources Consultant** with specialization in archaeological services to provide such services as needed. A current listing of cultural resources consultant firms is available through the Rhode Island Historic Preservation & Heritage Commission (RIHPHC) @ (401) 222-2678.

3. **Project Controls**

- Describe the means and methods by which the Respondent will plan and control the scheduling of

work to meet the contractual completion date(s), including any examples of plans which address the possibility of early completion.

- Include procedures for tracking progress, roles and responsibilities for reporting results internally and externally and proposed methods for addressing delays.

4. Project Safety

- Describe the means and methods by which the Respondent will develop a safety plan for the Project, both inside and outside of the construction work area including maintenance and protection of traffic traveling through and adjacent to the construction area. The Respondent will discuss the means and methods that will be implemented to safely work over the live rail line located within the project limits. Respondents will also discuss measures that are planned to be implemented that will promote safety while maintaining traffic flow through and adjacent to the construction area.
- The Respondent Team will demonstrate that they have experience in successfully delivering projects with similar scope and complexity and demonstrate the applicability of this work history and lessons learned to the Project. The Respondent Team will demonstrate skills and experience necessary to provide a safe work environment.

5. Legal and Other Issues

- The D/B Team will be required to pay prevailing wages for all labor to be performed in construction of the PROJECT in accordance with the Davis-Bacon Act.
- With respect to EACH D/B TEAM Member, identify any and all arbitration and litigation proceedings, including claims against any Performance and Payment Bonds, **in excess of \$25,000** related to performance and payment on capital projects in which any team member has been involved during the last **TEN (10)** years. Include all claims and counterclaims by owners, material suppliers, labor and by court, caption and docket no(s). Indicate whether claims were resolved against the D/B Team Member(s) or its insured/ sureties or resulted in reductions in compensation to the participant. For each instance, identify an owner's representative with a current phone and fax number and e-mail address.
- With respect to EACH D/B TEAM Member, describe any project that has resulted in **delays exceeding three (3) months** and/or has resulted in the assessment of **liquidated damages** against any D/B TEAM Member during the last **TEN (10)** years and describe the causes of delays and amounts assessed. Describe any outstanding damage claims by any owner. Describe any amounts now being withheld by any owner pending claim resolution. For each instance, identify an owner's representative with a current phone and fax number and email address.
- Identify whether any contract entered into by a D/B TEAM Member during the last **TEN (10)** years has been terminated for cause or required completion by another party. Describe the reasons for the termination and the amounts involved.
- Identify whether any D/B TEAM Member has been cited by OSHA or any owner for safety violations on any project during the last **TEN (10)** years. For each instance, provide a copy of the citation and a description of the resolution.

- With respect to EACH D/B TEAM Member, indicate whether any member has ever filed for or been placed in bankruptcy or other type of receivership under similar State Law and with respect to each, identify the caption, court and docket number.

6. License/ Registration

- Provide evidence that the **LEAD Contractor** is registered with the State of Rhode Island Contractors' Registration and Licensing Board as required under RI Gen Laws 5-65-19. A copy of the current certificate of registration is required in Proposal.
- Provide evidence that **LEAD DESIGNER** is licensed to practice engineering in the State of Rhode Island in accordance with RI Gen Laws 5-8. A copy of the current Rhode Island Certificate of Authorization FOR THE FIRM *and* current Rhode Island registrations(s), FOR THE INDIVIDUAL(S) who would perform the specified engineering services is required in Proposal.

7. Evidence of Surety and Insurance Requirements

- Proposal must include evidence that the Lead Contractor is capable of obtaining Performance and Payment Bonds at a minimum of \$40 MIL. A letter must be provided from the **DISTRICT OFFICE of the Surety** Company accompanied by a separate letter of transmittal by the **LOCAL AGENT** indicating their willingness to provide the required bonding capacity. District Office correspondence should state the correct legal name of surety and *address of its home office*. All surety companies must be listed with the Department of the Federal Treasury, Fiscal Services, Circular 570 (latest revision published by the Federal Register).
- If the Respondent is a Joint Venture, the Proposal Guaranty must be made out to the name of the Joint Venture and all parties of the Joint Venture must be named in the execution of the Proposal Guaranty made by the same thereon. If there is more than one Surety to the Bid Bond, each surety shall be named and execution made by same thereon.

At point of contract award, execution of the Bid Bonds will not be considered complete unless accompanied by a certified copy of the Power of Attorney for the Surety's Attorney-In-Fact.

- Letters indicating "unlimited" bonding capacity are NOT acceptable. The letter should recognize the participant's backlog and work-in-progress in relation to its bonding capacity.
- Proposal must include evidence that the LEAD Designer holds Professional Liability Insurance (**Minimum \$1 MIL**) and Valuable Papers Insurance (**Minimum \$150,000.00**); evidence of Workers' Compensation coverage must also be provided.
- Proposal must include evidence that the LEAD Contractor can provide Railroad Protective Liability Insurance at no direct cost to RIDOT in accordance with the current requirements and/or specifications with coverage and limits of liability as set forth by the applicable Railroad(s).

8. Disadvantaged Business Enterprise (DBE) Goal and Trainee Commitment Statements

This Project has been assigned a total of **FIVE PERCENT (5%)** Disadvantaged Business Enterprise (DBE) participation goal for "construction qualifying work", and **FIVE (5%) PERCENT** for "consultant qualifying work" with Rhode Island certified firms during design and construction of the Project. DBE participation shall consist of concerted efforts by the Respondent as part of its affirmative action responsibilities to include DBE Firms on Federal-Aid transportation projects. Hereafter, DBE refers to businesses owned or controlled by socially and economically disadvantaged person(s) as certified by the RIDOA Office of Diversity, Equity and Opportunity (ODEO). In order to comply with this requirement, a detailed disclosure of RI certified DBE

firm(s) and proposed task assignment(s) to be performed MUST be included ***in the TECHNICAL Proposal Submission (FORM K)*** along with a copy of current RI state certification letter(s). DBE certifications must be approved at the time of the TECHNICAL proposal submission to ensure DBE compliance and availability

The **PRICE Proposal** shall include **FORM N**, identifying proposed DBE Firms and disclosure of DBE activity **percentage (%) of cost** eligible toward DBE credit. The defined cost of the DBE activity need not be disclosed in RFP TECHNICAL submission.

A list of current Rhode Island State certified DBE firms may be obtained through the State's Minority Business Enterprise (MBE) Office website @ www.mbe.ri.gov. Any questions should be directed to:

**RIDOT Office of Business and Community Resources
Room 110, Two Capitol Hill
Providence, RI 02903
(401) 222-3260**

TRAINEES: The Respondent must also provide a **written statement** signed by an authorized representative of the D/B TEAM that the D/B TEAM will develop and maintain a continuous on-the-job-training (OJT) program achieving the required Training hours. If the Respondent is selected for the Project, they must possess a RIDOT approved OJT Program prior to award.

The trainee hours for this project are based on **36 MONTHS** for completion; the total hours for OJT trainees are established to be **FOUR THOUSAND (4,000) training hours**. RFP documentation will detail requirements for Trainee submission and review.

REQUIRED FORMS AND CERTIFICATIONS

The following FORMS are attached to RFP document and shall be **fully completed/authorized** and included in **each copy** of the D/B Team's Technical Proposal submission:

- **FORM A – Proposal Letter**
- **FORM B – Industrial Safety Record**
- **FORM C – Certificate of Non-Collusion**
- **FORM D - Health and Safety Certification**
- **FORM E – Certificate of Dumping Facilities**
- **FORM F – Right-To-Know Law Certification**
- **FORM G- Debarment Certification**
- **FORM H – Lobbying Certification**
- **FORM I – Certificate of Construction Equipment Standard Compliance**
- **FORM J – Buy America Certificate**

- **FORM K – DBE and Minority and Women Work Force Requirements**
- **FORM L - Certification for TITLE VI Assurance**
- **FORM M - DBE Special Provision**

PRICING submitted “sealed and separate” from the Technical Proposal as part of the RFP response:

- **FORM N – Price Proposal** (TO BE ADDED BY ADDENDUM)

BASE TECHNICAL CONCEPT (BTC)

The RFP contains details of a **Base Technical Concept ("BTC")** which defines the scope of the Project. The documents submitted by a D/B TEAM in its Proposal must be based on the BTC. Those documents shall include, but not be limited to, the design of any roadway, bridge, traffic management, drainage, utilities, and other construction identified or described in the BTC.

All Proposals must incorporate the BTC without any exceptions to or deviations from the BTC or the requirements of the RFP, unless RIDOT formally accepts an alternative technical concept ("ATC") proposed by the Proposer.

ALTERNATIVE TECHNICAL CONCEPTS

In addition to submitting the BTC Proposal, D/B TEAMS are encouraged to submit a **maximum of FIVE (5) Alternative Technical Concepts (ATCs)** which will either result in lower cost without reducing quality or functionality of the Project or which will increase quality or functionality without, ordinarily, increasing cost.

Alternative Technical Concepts ("ATCs") are any technical modifications of the BTC that are proposed by the D/B TEAM. ATCs may be premised on deviations from the technical RFP requirements, but must be consistent with the standards set forth in the RFP and the Contract. Volume II, the Project SCOPE OF WORK, contains language for allowable and disallowable ATCs.

Following award of the Contract, the BTC (as modified to incorporate any ATCs accepted by RIDOT) and any other Proposal concept presented and any commitment made in a D/B TEAM's Proposal will become contractual obligations of the selected D/B TEAM.

RIDOT has chosen to use the ATC process in order to allow for innovation and flexibility in the creation of Proposals, and in order to avoid delays and potential conflicts in the Project design work that might arise in part from deferring technical concept reviews until the post-award period. RIDOT's intent in allowing for ATCs is, ultimately, to obtain the best value for the public.

The ATC process allows D/B TEAMS to apply, prior to RFP submission, for approval of proposed alternatives to the BTC or the RFP requirements. RIDOT will not approve any ATC that entails a deviation from the requirements of the originally-issued RFP, unless RIDOT determines, in its sole discretion, that the Proposal and end-product based on the deviation will be equal to or better than the end-product that would be produced by strict adherence to the BTC and RFP. The D/B TEAM must certify in any ATC submittal that, after giving the matter its careful and detailed consideration, it believes that the ATC is consistent with the

requirements of the RFP and the central goals of the BTC.

D/B TEAMS must describe in any proposal of an ATC how it would alter and affect the BTC and must describe therein all relevant interdependencies between the ATC and BTC. Interdependent concepts may be combined into ONE (1) ATC, and the D/B TEAM will need to list and describe all interdependent ATCs in its *Executive Summary* defined herein. Failure to fully and accurately describe the interdependent components may result in RIDOT's rejection of the entire ATC. If RIDOT should conclude that a component of the interdependent ATCs is not allowable, RIDOT may reject the entire ATC or a portion thereof.

Neither acceptance nor rejection of an ATC by RIDOT will entitle the D/B TEAM to an extension of the Proposal Deadline or of the time by which ATCs are due. Each D/B TEAM, by submittal of its Technical Proposal, acknowledges that the opportunity to submit ATCs was offered to it and waives any right to object to RIDOT's determinations regarding the acceptability of any ATC.

Submission of ATCs:

(a) **Submission of INITIAL Alternative Technical Concepts (ATCs)**

Proposers should make efforts to submit their proposed ATCs as early as practical to afford RIDOT, and themselves, sufficient time for a proper evaluation. The initial submission of an ATC to RIDOT shall consist of **ONE (1)** original, **FIVE (5)** hard copies and **FIVE (5)** digital copies on CD-ROM of an *Executive Summary* regarding proposed ATC(s), marked "CONFIDENTIAL," addressed to the RIDOA, Purchasing, One Capitol Hill, Providence RI 02903 care of Ms .Lisa Hill. In the *ATC Executive Summary*, each ATC being proposed must be separately titled and clearly described in ONE (1) PAGE or less.

RIDOT's determination after the initial submission of an ATC(s) by a Proposer will be to either reject the ATC(s) at face value, or schedule an ATC interview meeting with the Proposer for an initial presentation of the proposed ATC(s). RIDOT may schedule ATC interview meetings at their discretion and Proposers will be given advance notice of meeting date.

Proposers are required to bring **FIVE (5)** hard copies of their ATC Executive Summary, including any supplemental information, marked "CONFIDENTIAL," to each related meeting with the COMMITTEE. If a Proposer is making a PowerPoint presentation at an ATC meeting, ONE (1) digital copy of the presentation on a CD-ROM must be left with the COMMITTEE at the end of the meeting. RIDOT will provide a computer, projector and screen for the use of Proposers during such meetings. Proposers may, however, bring and use their own computer and projector at the meetings, if they wish to do so.

Each *Executive Summary* must include the following information, presented in narrative format:

1. Description of the general configuration of the ATC and other appropriate descriptive information, such as schematic drawings of the configuration of the ATC that may be helpful to the COMMITTEE in evaluating the ATC.
2. Identification of any locations on the Project site that will be affected by the ATC.
3. References to requirements of the RFP that are or may be inconsistent with the proposed ATC, explanations of the nature of the certain or possible deviations from said requirements, and a request for either approval of such deviations or an analysis of why the possible deviations are not true deviations, but rather are consistent with the RFP requirements.
4. Identification of any possible design exceptions required by the ATC.
5. Identification of potential conflicts between or among the implementation of the ATC and the restrictions or requirements of environmental permits or approvals for the Project.

6. Discussion of potential effects (either beneficial or detrimental) of the ATC's implementation on (1) vehicular traffic, (2) the environment, (3) the interests or activities of the community in the area of the Project Site, (4) safety in the vicinity of the Site, (5) life-cycle Project and infrastructure costs (specifically costs of future operation, repair, or maintenance), and (6) project construction schedule.
7. Description of any problems, impacts or negative effects that may be caused by implementing the ATC.
8. Identification and discussion of potential benefits of the ATC in hastening completion of the Project or in creating other Project scheduling benefits.
9. A list of other projects in which the ATC has been used under comparable circumstances, and a description and assessment of the success of said uses.

(b) Confidentiality of ATCs

All ATCs properly submitted by a Proposer for RIDOT's consideration and all subsequent communications regarding such ATCs will be considered confidential by RIDOT. RIDOT cannot guarantee, however, that the courts or another governmental agency with jurisdiction over such matters will treat such documents and their content as confidential.

If a Proposer wishes to communicate with a third party (not related with the development of the ATC) concerning an ATC that the Proposer has proposed to RIDOT before the notice of award is given by RIDOT, the Proposer must first obtain RIDOT's advance written approval of such communication or else it must not carry it out. In order to obtain RIDOT's approval, the Proposer must first notify RIDOT in writing of its desire to take such action, providing details as to the identity of the third party and the intended date and content of the intended communication.

(c) Proposed ATC Interview Meetings by COMMITTEE

RIDOT may conduct confidential ATC interview meeting(s) with each Proposer that proposes an ATC, in order to discuss each ATC submitted by the Proposer. The Proposer shall bring to each such meeting **FIVE (5)** hard copies of the *Executive Summary* related to the ATC(s) it is proposing.

The goal of the confidential meeting(s) is to provide RIDOT with an overview of the Proposer's ATC(s). The initial meeting will offer the Proposer the opportunity to present a maximum of **FIVE (5)** ATCs. Proposers should be prepared to answer RIDOT's questions, which will focus solely on the proposed ATC(s) and which will be limited to clarification of each ATC and its possible ramifications. No specific financial information shall be disclosed or discussed in these meetings. At this meeting, there will also be a technical presentation of what change(s) to the BTC would result from implementation of each proposed ATC. At a minimum, the presentation shall discuss the following topics:

1. Schematic drawings of the configuration of the ATC and other appropriate textual and visual information, including, if appropriate, product details (for example, specifications, construction tolerances, and special provisions), a traffic operational analysis, and any schedule information that may be helpful to the COMMITTEE in its review of the ATC.
2. A list of the Site locations that will be affected by the ATC, and a description of the manners in which they will be affected by it.
3. References to requirements of the RFP that are or may be inconsistent with the proposed ATC, explanations of the nature of the certain or possible deviations from said requirements, and a request for either approval of such deviations or an analysis of why the Proposer believes that proposed, seeming deviations from the requirements are not truly deviations from them, but rather are consistent with the requirements of the RFP.

4. Identification of design exceptions required by the ATC.
5. Identification of conflicts between the implementation of the ATC and the restrictions or requirements of environmental permits or approvals for the Project.
6. Detailed schematic drawings of the configuration of the ATC and other appropriate textual and visual information, including, if appropriate, product details (for example, specifications, construction tolerances, and special provisions), a traffic operational analysis, and any schedule information that may be helpful to the COMMITTEE in its review of the ATC.
7. Identification and discussion of potential benefits of the ATC in accelerating completion of the Project or in creating other Project scheduling benefits.
8. Descriptions of any safety or other Project risks that would or might be created by implementing the ATC.
9. A detailed description of how the ATC would be integrated into the Project design, the construction phasing, the maintenance and protection of traffic, and the sequencing of the Project.

(d) Meeting Guidelines

RIDOT will not discuss with any Proposer the contents of any ATC or Technical Proposal other than its own. Proposers shall not seek to obtain commitments from RIDOT during the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer. Proposers are prohibited from discussing ATCs with RIDOT personnel or Department consultants outside the confines of the meetings with the COMMITTEE.

Proposers' Team Members attending the meetings should have the particular expertise that will enable them to answer questions about the subject ATC(s). All Team and COMMITTEE members must attend the meetings in person; conference calls will not be permitted unless deemed necessary by RIDOT.

During each ATC meeting, Proposer Team Members may ask questions relating to their presented ATC(s), and the COMMITTEE may provide responses to same. Questions answered by the COMMITTEE will focus solely on the ATC(s) presented and the manner in which they may affect the BTC.

RIDOT reserves the right to change or clarify the RFP criteria or Project requirements in response to information received or issues raised during the ATC Committee meetings. Such changes or clarifications shall be limited to corrections of deficiencies or flaws related to the BTC. All Proposers will be notified of each such change or clarification by Addendum.

(e) Initial Evaluation of ATCs

As soon as is practicable after the ATC meeting(s) with a given Proposer, RIDOT will formally notify the Proposer that RIDOT has made one of the following determinations with respect to each proposed ATC:

1. The ATC is approved on a provisional basis, subject to the Proposer's further refinement of the ATC in accordance with stated comments from the COMMITTEE, and subject to the Proposer's submission of supporting calculations regarding the ATC and any refinements of it.
2. The ATC is rejected (an explanation of the rejection will be provided with such notice).
3. The COMMITTEE requires additional discussion of the ATC at an additional COMMITTEE meeting.
4. RIDOT reserves its judgment, pending its receipt from the Proposer of certain specified information that must be included in the Proposer's final submission to RIDOT regarding the subject ATC.

(f) Final Submission Requirements for ATCs

Final ATC submissions for provisionally approved ATC(s) must contain sufficient information for the COMMITTEE to render an informed determination of the acceptability of the submission. **ONE (1)** original and **FIVE (5)** hard copies of the submission, marked "CONFIDENTIAL" and including a narrative of each proposed ATC's development and review history, and relevant technical information and drawings regarding the ATC, must be delivered to the RIDOT Office of Procurement, Room 110, Two Capitol Hill, Providence RI 02903 care of Ms. Vanessa E. Crum, Esq., Administrator. The Proposer must also submit an electronic version of the submission to RIDOT Contact Person, in addition to delivering the required hard copies. The electronic version shall be exactly the same as the hard copy version. If there is any difference between the two, RIDOT may reject the submission and reject the ATC proposal.

Information to be updated and included in final ATC submission:

1. Description of the general configuration of the ATC and other appropriate descriptive information.
2. Detailed schematic drawings of the configuration of the ATC and other appropriate textual and visual information, including, if appropriate, product details (for example, specifications, construction tolerances, and special provisions), and any schedule information that may be helpful to the COMMITTEE in its review of the ATC.
3. A list of the Project Site locations that will be affected by the ATC, and a description of the manners in which they will be affected by it.
4. References to requirements of the RFP that are or may be inconsistent with the proposed ATC, explanations of the nature of the certain or possible deviations from said requirements, and a request for either approval of such deviations or an analysis of why the possible deviations are not deviations, but rather consistent with the requirements of the RFP.
5. Identification of design exceptions required by the ATC.
6. Identification of conflicts between the implementation of the ATC and the restrictions or requirements of environmental permits or approvals for the Project.
7. Discussion of effects (either beneficial or detrimental) of the ATC's implementation on (1) vehicular traffic; (2) the environment; (3) the interests or activities of the community in the area of the Site; (4) safety in the vicinity of the Site; (5) initial and life-cycle Project and infrastructure costs (specifically costs of future operation, repair, or maintenance); and (6) project schedule.
8. Description of any additional problems that may be caused by implementing the ATC.
9. Identification and discussion of potential benefits of the ATC in accelerating completion of the Project or in creating other scheduling benefits related to the Project.
10. A list of other projects in which the ATC has been used under comparable circumstances, and a description and assessment of the success of said uses (if applicable).
11. Any design calculations requested by the Department that support the safe and otherwise beneficial use of the ATC.
12. Descriptions of the long-term durability of portions of the Project construction that would be affected by implementation of the ATC.
13. Descriptions of any safety or other risks to the goals of the Project that would or might be created by implementing the ATC.
14. A detailed description of how the ATC would be integrated into the Project design, the construction phasing, the maintenance and protection of traffic, and the sequencing of the Project.

(g) Final Decision Regarding Proposed ATCs, and Incorporation of Approved ATCs into the Proposer's Technical Proposal

RIDOT will make one of the following determinations with respect to each sufficient and properly-submitted FINAL ATC proposal, and will send the Proposer written notice of same: (1) the change proposed is already included in the BTC, (2) the ATC is approved, (3) the ATC is approved with conditions, or (4) the ATC is rejected, in which case a summary explanation of its rejection will be provided with the notice of the same.

Written approval of an ATC will constitute a change in the specific requirements of the Contract, if the Proposer chooses to implement the ATC and if the Proposer should be awarded the Contract. During design development, should the Contractor be unable to obtain required approvals from third parties (such as an environmental agency) for any ATC incorporated into the Contract, or if implementation of the ATC otherwise proves to be infeasible, the Contractor will be required to conform to the original BTC requirements, and RIDOT will not grant the Contractor any additional Contract time in which to complete the Project, nor will RIDOT adjust the Contract compensation, regardless of when the ATC's implementation proved to be infeasible.

Each Proposer may incorporate into its Technical Proposal only those ATCs that have been finally approved for the Project by RIDOT; none may be included that have not been so approved. Copies of RIDOT letters granting final approval of an ATC for the Project shall be included in the **Technical Proposal**. If ATCs are used in the design, the Proposer must provide a written narrative describing how and in which aspects of the Project the ATCs were implemented. Such narrative shall be an attachment to the Technical Proposal and will not be counted towards the total Technical Proposal 40-page count. The Technical Proposals, whether or not they include an approved ATC, will all be evaluated according to the same technical criteria, and an ATC that provides technical enhancements of the Project may or may not receive higher technical scores than does one that includes no ATC.

Except for incorporating approved ATCs, the Technical Proposal may not contain exceptions to or deviations from the requirements of the RFP.

The BTC, as modified by incorporation of any ATCs approved by RIDOT or any other Technical Proposal concepts and commitments made by the Proposer in the Technical Proposal, will be considered to contain the requirements for the Proposer's design and construction of the Project. Prior to award of the Contract, the selected Proposer shall confirm and certify in writing to RIDOT that it intends to design and construct the Project in accordance with its Technical Proposal. If the selected Proposer's Technical Proposal conflicts with either the Technical Provisions or the Terms and Conditions of the RFP, the RFP documents shall take precedence.

PRICE PROPOSAL

All pricing information (BTC and approved ATCs) shall be submitted in both numbers and words on the **PRICE PROPOSAL FORM (FORM N)** provided in the specified format attached. **THREE (3) HARD COPIES** of the PRICE PROPOSAL shall be submitted simultaneously with the TECHNICAL Proposal submission but shall be separately sealed in a separate envelope.

Respondent shall provide a **schedule of values** for the PRICE Proposal. This schedule of values shall identify the costs of each major work task based on, but not limited to, the items listed in the PRICE Proposal. The value associated with each work task shall be inclusive of all direct and indirect costs, overhead, profit and any other expenses of any kind.

Respondent shall submit, for the PRICE Proposal, a proposed **monthly payment schedule** showing the anticipated schedule on which funds will be required and the associated dollar value for the work.

Respondent shall provide the required information set forth in the **RIDOT Adjustments to Asphalt, Fuel and**

Steel Prices.

SELECTION PROCESS:

GENERAL EVALUATIONS

RIDOT intends to select the Proposal offering the best value considering price, technical quality of the Proposal, demonstrated experience of the Proposer and understanding of the Project as expressed in the Proposal, as well as other factors as more specifically set forth in this RFP. The intent of RIDOT in this evaluation process is to create a fair and uniform basis for the evaluation of Proposals. The overall approach to the evaluation of technical factors will focus on the performance of the Work in a manner that will maximize the constructed quality of the Project and minimize the impact of the performance of capital maintenance.

RIDOT has prepared a Proposal Evaluation Manual (the "Evaluation Manual") setting forth guidance to be used by the COMMITTEE in the consideration and evaluation of the elements proposed to be undertaken to complete the Project. The Evaluation Manual is considered to be an internal guidance document and will not be available for release to the Proposers or the general public until the procurement has ended. Ratings will be assigned after evaluation of the factors designed to achieve the goal of the delivery of a high quality facility in a cost-effective and timely manner. Proposers are encouraged to be creative in their approach and to present Proposals that, when combined with price, will provide the best value.

Proposals will be distributed to COMMITTEE members and to technical advisors for evaluation. The technical advisors shall report their findings back to the COMMITTEE for its consideration in reaching a determination of the best value ranking.

a. Pass/Fail Evaluation

The COMMITTEE will prepare a Pass/Fail Report summarizing each Proposer's performance on the pass/fail portions of the Proposal. Proposers that fail to achieve a passing score on any of the pass/fail portions of the Proposal will not be eligible for recommendation by the COMMITTEE.

b. Evaluation Process for Technical and Price Proposals

RIDOT will evaluate each **TECHNICAL PROPOSAL** based on the Technical Criteria cited. This qualitative evaluation of the technical aspects of the Project will count for 100% of the total technical score and **60%** of the overall score.

The quantitative review of each **PRICE PROPOSAL** calculated based will count for 100% of the total pricing score and **40%** of the overall score.

c. Technical Proposal Evaluation

The COMMITTEE will evaluate the Technical Proposals and will prepare a written technical evaluation report. The COMMITTEE shall (i) determine whether the Technical Proposals are responsive to the RFP; (ii) prepare questions to clarify the Proposals for use in oral presentations, if any; (iii) following interview/ presentations assign final qualitative ratings; and (iv) prepare narratives to support the qualitative ratings assigned to each Proposer by identifying specific strengths, weaknesses, and deficiencies of each Proposal.

Part of the COMMITTEE's work will be a review all ATCs submitted by the Proposers, with assistance and

input from the technical advisors as appropriate. The COMMITTEE will determine which ATCs should be accepted and incorporated into Proposals based on whether the presence of an ATC in a Proposal is likely to result in increased quality, lower price or some combination which will improve the value of the Proposal.

d. Price Proposal Evaluation

PRICE Proposals will be scored and ranked as follows:

1. The D/B Team submitting the lowest PRICE Proposal will be awarded the maximum FORTY (40) POINT allowance matching the 40% weight of the PRICE Proposal compared to the 60% weight of the TECHNICAL Proposal.
2. The next-lowest PRICE Proposal will be awarded points based on **(a)** the lowest PRICE Proposal divided by the next-lowest PRICE Proposal to determine the ratio then **(b)** multiplied by the **FORTY (40) POINT maximum**. The final PRICE points will then be rounded up to the nearest one hundredth (0.01) of a point. The process will continue for each of the remaining PRICE Proposals until all scores are calculated.

FOR EXAMPLE:	
PROPOSER A = \$1,000,000.00	$\frac{1,000,000.00}{1,000,000.00} = 1.00 \times 40 \text{ PT MAX} = 40.00 \text{ Points}$
PROPOSER B = \$1,500,000.00	$\frac{1,000,000.00}{1,500,000.00} = 0.66 \times 40 \text{ PT MAX} = 26.40 \text{ Points}$
PROPOSER C = \$1,800,000.00	$\frac{1,000,000.00}{1,800,000.00} = 0.55 \times 40 \text{ PT MAX} = 22.00 \text{ Points}$

e. Document Control Procedures

In order to maintain the integrity of the procurement, the evaluation process will be conducted in a highly confidential manner. All COMMITTEE members and other persons participating in the process have executed Confidentiality Agreements.

TECHNICAL EVALUATIONS

(a) Qualitative Ratings

Certain of the requirements of the RFP will be evaluated by the COMMITTEE, with assistance from the technical advisors, as appropriate, on a pass/fail basis. Each of the major categories of the Proposal and each of the subcategories will be qualitatively evaluated by each member of the COMMITTEE and assigned a rating as follows:

HIGHLY ADVANTAGEOUS (90): The Proposer has demonstrated an approach to the particular requirement of the RFP which is considered to significantly exceed stated requirements and objectives and provides a consistently outstanding level of quality. There is very little or no risk that this Proposer would fail to meet the requirements of this aspect of the Work. There are essentially

no weaknesses in this item of the Proposal.

ADVANTAGEOUS (80): The Proposer has demonstrated an approach to the particular requirement of the RFP which is considered to exceed stated requirements/objectives and offers a generally better than acceptable quality. There is little risk that this Proposer would fail to meet the requirements of this aspect of the Work. Weaknesses, if any, are very minor.

ACCEPTABLE (70): The Proposer has demonstrated an approach to the particular requirement of the RFP which is considered to meet the stated requirements/objectives and has an acceptable level of quality. The Proposal, for this aspect of the Work, demonstrates a reasonable probability of success. Weaknesses are minor and can be readily corrected.

POOR (60): The Proposer has demonstrated an approach to the particular requirement of the RFP which fails to meet stated requirements/objectives as there are weaknesses and/or deficiencies, but they are susceptible to correction through oral presentations. The response is considered marginal in terms of the basic content and/or the amount of information provided for evaluation, and the Proposer should be capable of providing an acceptable or better Proposal for this item.

UNACCEPTABLE (50): The Proposer has demonstrated an approach to the particular requirement of the RFP which contains significant weaknesses/deficiencies and/or unacceptable quality. The Proposal fails to meet the stated requirements/objectives and/or lacks essential information and is conflicting and/or unproductive. There is no reasonable likelihood of success; weaknesses/deficiencies are so major and/or extensive that a major revision would be necessary.

(b) Interview/ Presentations

The COMMITTEE will conduct interview/ presentations with all of the Proposers. The presentation process will serve the purpose of understanding and clarifying the Proposals. COMMITTEE members may request each Proposer to address any and all issues and may request the submission of additional information for the purpose of clarifying the terms of its Proposal. During the presentations, questions may be asked about the components of each Proposer's approach and the risk assumptions associated therewith.

The appointed date and time will not be negotiable. A limit on the amount of time for each presentation will be set by RIDOT. Failure to appear within the specified block of time will result in a Proposer's forfeiture of the opportunity to participate in presentations. If the Proposer appears late, the block of time will not be extended. RIDOT may, in its discretion, limit the number of Proposer representatives invited to participate in each presentation.

Immediately upon the conclusion of each presentation, the COMMITTEE Chairman shall request the Proposer to submit written confirmation of any clarifications, modifications, or corrections provided during that Proposer's presentation.

SELECTION CRITERIA

1. PASS/FAIL EVALUATION CRITERIA

The Pass/Fail criteria shall not count for any percentage of the total score. The Proposals will be reviewed initially for their responsiveness to the requirements of the RFP and evaluated in accordance with the following Pass/Fail criteria:

- The DB Team submitted the required TECHNICAL and PRICE Proposal documents.
- The Proposal contained no more than the required PAGES including any inserts or cover pages at the start of sections.
- The Proposal was submitted no later than 11:30 am on JUNE 5, 2017.
- The DB Team established that its members have a single project bonding capacity of \$40 million.
- The DB Team established its commitment to meet minimum DBE and TRAINEE HOURS for the Project.
- The Proposer's Insurance Proposal conforms to the requirements cited.
- A Proposal Guaranty in the amount of FIVE (5%) percent of the Proposal price has been submitted with the TECHNICAL Proposal.

Proposers that fail to achieve a passing score on any of the Pass/Fail portions of the Proposal will not be eligible for recommendation by the COMMITTEE.

2. TECHNICAL PROPOSAL EVALUATION CRITERIA (100% OF TECHNICAL SCORE)

RIDOT will evaluate the RFP submissions based on the following Technical Selection Criteria and maximum scoring; the qualitative evaluation of the Technical Proposal will account for 100% of the total technical score and **60% of** the overall score. It will focus on the following criteria:

A) D/B TEAM QUALIFICATIONS (40 POINT MAX)

1. Relevant Work Experience (20 points)

The DB Team's experience will be evaluated for in the following areas:

- a. The DB Team's demonstrated ability to complete complex projects on- time and on-budget.
- b. The DB Team's demonstrated ability in carrying out design-build projects, including organizational experience and the DB Team's demonstrated ability of DB Team members to work together.
- c. The DB Team's demonstrated ability to complete projects within Amtrak's Northeast Corridor
- d. The DB Team's experience in rail station projects.
- e. The DB Team's current workload and evidence of bonding capacity.
- f. The DB Teams experience and/or resolution of issues concerning arbitration and litigation, liquidated damage assessments, and project termination.

The experience of the DB Teams and/or their participants will be evaluated for similar projects within the past ten (10) years; in working as a team on projects of similar size and scope; in delivering similar projects; in the use of innovative approaches to the delivery of complex projects; in partnering and in the resolution of claims under a claims-avoidance approach.

2. Resumes and Availability of Key Personnel (10 points)

The experience of the personnel assigned to the following positions will be considered, which RIDOT has determined to be the most important for successful Project delivery. The DB Team will be evaluated for whether the level and authority

of the Key Personnel are commensurate with the scope and complexity of the Project. The DB Team will also be evaluated for the experience of Key personnel in delivering complex projects on time and on budget, the extent to which they have successfully managed to solve major design and construction issues in collaboration with project owners, and the DB Team's commitment to ensure the availability of the Key Personnel to the Project for the life of the Project including:

- a. Project Director
- b. Principal On-Site Superintendent
- c. Design Manager
- d. QA/QC Administrator

3. Personnel by Discipline (10 points)

The DB Team will be evaluated for the experience of personnel assigned to the following disciplines:

- a. Civil and structural design, particularly in design-build and transit/commuter station construction.
- b. Complex construction, particularly in design-build.
- c. Construction sequencing, scheduling, and project controls.
- d. Cost estimating controls.
- e. Personnel dedicated to quality assurance and quality control.
- f. Contract and project management.
- g. Design quality control and assurance.
- h. Construction quality control and assurance.
- i. Geotechnical investigation and foundation design.
- j. Subcontractor management.
- k. Utility coordination.
- l. Amtrak and P&W relations/certifications.
- m. Labor relations.
- n. Survey control.
- o. Safety.
- p. Hazmat, LSP.

The DB Team will be evaluated for whether every member is qualified to perform his/her task based on experience and reputation, whether all of the required competencies are covered by the basic project team and whether the organization structure proposed is reasonable for the job.

B) MANAGEMENT APPROACH (25 POINT MAX)

The DB Team will be evaluated for the following Management Approach elements, listed in order of priority:

1. Design and Design Management (5 Points)

- a. Approach to coordination of civil/structural engineering, constructability and maintainability, utilities and utility relocation, hazardous materials management, and aesthetics.

- b. Approach to tracking, planning, coordinating and communicating with design reviewers, including RIDOT, railroad operators, other state agencies, municipalities, and local transit on design submittals.
 - c. Approach to design, including integration of various firms and offices while ensuring consistency and quality.
 - d. Approach to integrating design activities with material procurement and construction.
 - e. Approach to implementation of design submittal reviews and compliance with requirements of the QA/QC Program.
 - f. Approach to addressing unique challenges and/or design concerns.
 - g. Plan to assure consistency and quality of the Design.
2. Construction and Construction Management (5 points)
- a. Approach to construction management. Clarity and effectiveness of submitted organization chart.
 - b. Approach to tracking, planning, coordinating and communicating with RIDOT, railroad operators, other state agencies, municipalities, and local transit, on construction submittals.
 - c. Approach to the resolution of internal disputes and disputes between the Proposer and RIDOT or other state agencies.
 - a. Approach to ensure timely delivery of materials to achieve the Project schedule with emphasis on long lead items.
 - b. Approach to quality control and quality assurance (QA/QC) during construction and the means by which it will integrate with RIDOT's construction inspection and material testing obligations.
 - c. Approach to the implementation of a safety and training program. Approach to work zone safety.
 - d. Approach to minimizing environmental impacts, including dust and noise control during construction and disposal of hazardous materials.
3. Project Controls (4 points)
- a. The proposed management system to control and coordinate cost and schedule including document control systems.
 - b. Approach to schedule recovery.
 - c. Specific procedures proposed for tracking progress and expenditures, the roles and responsibilities for reporting to results.
 - d. Methods for meeting Completion Milestones and Payment Milestones.
 - e. Approach to integrating subcontractor, permitting and utility company activities into the Project schedule.
 - f. Plans for initiating early work and critical path items.

4. Administration and Coordination (3 points)
 - a. Approach to document control including managing approvals from the Department, from design, to construction, to potential issues and progress updates in the way of briefings, meetings and other acceptable methods.
 - b. Approach to coordination with nearby construction projects, as well as neighboring communities and notification and coordination with local Police, Fire and Emergency agencies.
 - c. Approach for disseminating project scope and progress information to the public, state agency partners, and other stakeholders during both design development and construction.

5. Risk Management (3 points)
 - a. Approach to risk management, including plan to identify possible risks that would adversely affect, whether in a major or minor way, the project progress, scope, schedule and or budget.
 - b. Approach to mitigating risks once identified.
 - c. Approach for involving the Department in the risk identification and mitigation processes.

6. Quality Control / Quality Assurance (3 points)
 - a. Approach to developing and implementing a Quality Control (“QC”) system to create a Quality Management Plan (“QMP”) and QC Plans for the Project, involving both Design QC and Construction QC.
 - b. Conformance to Federal Transit Administration (FTA) Quality Management System Guidelines.
 - c. Clarity and measure of effectiveness of key personnel to ensure QC on the project.
 - d. Approach to QC documentation and record keeping.

7. DBE Participation (2 points)
 - a. Efforts to include DBE participation in the Project to meet or exceed minimum goals.

C) TECHNICAL PROPOSAL (35 POINT MAX)

Proposers are instructed to identify their approach to establishing the level of quality for, and the useful life of, each constructed element of the Project. Proposers are also instructed to identify their approach to incorporating innovation, wherever beneficial, to the Project. The DB Team will be evaluated for the following criteria:

1. Civil, Track, and Structural Design (15 points)
 - a. Approach to design and construction of the platforms, pedestrian overpass, ramps, stairs, and other building elements, including materials, seismic strategy, design life considerations, and aesthetics;

- b. Approach to design and construction of project walls, wall types, the approach to the use of walls to minimize impacts to adjacent properties and rail service, and foundations for each wall type;
 - c. Approach to design and construction of track-related elements, including work associated with the freight line, Northeast Corridor tracks, and overhead catenary systems;
 - d. Approach to incorporating innovation into the use of station materials, detailing, and construction methods to optimize constructability, reduce impacts to adjacent properties and railroad operations, and to improve the resiliency and maintainability of the station elements;
 - e. Durability and life cycle cost analysis for each of the project structures and the maintainability of those elements;
 - f. Integration of long-term operations and maintenance considerations; and
 - g. Identification of performance standards and measures to test such standards.
2. Drainage / Water Quality and Hazardous Materials Management (8 points)
- a. Proposed measures for ensuring compliance with requirements of the Environmental Laws, including permits;
 - b. Approach to temporary and permanent erosion and sediment control measures;
 - c. Approach to soils management, including methods to avoid and mitigate potential geotechnical-related problems and/or hazardous materials.
3. Utilities (6 points)
- a. Approach to designing and coordinating the location, relocation, and protection of utility facilities;
 - b. Proposed methods for notifying, meeting with, and satisfying the requirements of Utility Owners for the purpose of maintaining budget and schedule.
4. Aesthetics (6 points)
- a. Approach to the aesthetics of the station and site elements and surrounding area;
 - b. Approach to coordination with adjacent projects and their limits of work.

(c) Apparent Best Value Determination

Once the written Technical Proposal Evaluation is completed and approved at the Departmental and State levels, RIDOT will score the **PRICE** Proposals and will then proceed to combine the **TECHNICAL** and **PRICE** Proposal scores to determine the final Total Score. The Respondent with the highest TOTAL points will be considered the APPARENT BEST VALUE RESPONDENT.

The COMMITTEE will provide a written Final Selection recommendation defining the APPARENT BEST VALUE RESPONDENT for award of a fixed price design-build contract. Pending formal Departmental acceptance and State approvals, award preparation will commence outlining all contractual requirements and accepted pricing.

Respondents shall be aware that RIDOT reserves the right to conduct an independent investigation of any information, including prior experience, identified in a Proposal by contacting Project references, accessing

public information, contacting independent parties, or by any other means. RIDOT also reserves the right to request additional information from a Respondent during the evaluation of that Respondent's Proposal.

RIGHTS AND OBLIGATIONS OF RIDOT

Reservation of Rights

In connection with this D/B procurement, RIDOT reserves to itself all rights (which rights shall be exercisable by RIDOT in its sole discretion) available to it under applicable laws and regulations, including without limitation, the following, with or without cause and with or without notice:

- The right to cancel, withdraw, postpone or extend this RFP in whole or in part at any time prior to the execution by RIDOT of a design-build contract, without incurring any obligations or liabilities.
- The right to issue a new RFP.
- The right to reject any and all submittals, responses and proposals received at any time.
- The right to modify all dates set or projected in this RFP.
- The right to terminate evaluations of responses received at any time.
- The right to suspend and terminate the procurement process for the Project, at any time.
- The right to revise and modify, at any time prior to the RFP submittal date, factors it will consider in evaluating responses to this RFP and to otherwise revise its evaluation methodology.
- The right to waive or permit corrections to data submitted with any response to this RFP until such time as RIDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- The right to issue addenda, supplements, and modifications to this RFP, including but not limited to modifications of evaluation criteria or methodology and weighting of evaluation criteria.
- The right to permit submittal of addenda and supplements to data previously provided with any response to this RFP until such time as RIDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- The right to hold meetings and conduct discussions and correspondence with one or more of the D/B TEAMS responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFP.
- The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from D/B TEAMS.
- The right to permit D/B TEAMS to add or delete firms and/or key personnel until such time as RIDOT declares in writing that a particular stage or phase of its review has been completed and closed.
- The right to add or delete D/B TEAM responsibilities from the information contained in this RFP
- The right to appoint and change appointees of any evaluation COMMITTEE.

- The right to use assistance of outside technical and legal experts and consultants in the evaluation process in a technical advisory capacity only.
- The right to waive deficiencies, informalities and irregularities in an RFP accept and review a non-conforming RFP or seek clarifications or supplements to an RFP.
- The right to disqualify any D/B TEAM that changes its submittal without RIDOT approval.
- The right to respond to all, some, or none of the inquiries, questions and/or requests for clarification received relative to the RFP.
- The right to take over and complete the work in case of breach of contract
- The right to cancel as to any all of the work yet to be performed
- The right to specific performance, and injunction or any appropriate equitable remedy
- The right to money damages.

MISCELLANEOUS

Internal Control Systems

All Respondents must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 48 CFR 31, *"Federal Acquisition Regulations, Contract Cost Principles and Procedures,"* and 23 CFR 172, *"Administration of Engineering and Design Related Service Contracts."*

Requirement to Keep Respondent Team Intact

The D/B Team, including but not limited to the Lead Contractor, the Lead Designer, Key Personnel, and other individuals identified must remain on the D/B Team for the duration of the procurement process and, if the D/B Team is awarded the Design-Build Contract, the duration of the Design-Build Contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to RIDOT. RIDOT will determine whether to authorize a change. Unauthorized changes to the D/B Team at any time during the procurement process may result in the elimination of the Respondent from further consideration.

Conflict of Interest

Each Respondent shall require its proposed Team Members to identify potential conflicts of interest or a real or perceived competitive advantage relative to this procurement. Respondents are notified that prior or existing contractual obligations between a company and Federal or State Agency relative to the Project may present a conflict of interest or a competitive advantage. If a potential conflict of interest or competitive advantage is identified, the Respondent shall submit in writing the pertinent information as part of the RFP submission. RIDOT will be the sole judge as to whether or not any conflict of interest exists.

RIDOT, in its sole discretion, will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to this procurement that cannot

be mitigated, shall not be allowed to participate as a Design-Build team member for the Project. Failure to abide by RIDOT'S determination in this matter may result in a proposal being declared non-responsive. Conflicts of interest and a real or perceived competitive advantage are described in state and federal law, and, for example, may include, but are not limited to the following situations:

- An organization or individual hired by RIDOT, or its Consultants, to provide assistance in the development of instructions to Potential vendors or evaluation criteria for the Project.
- An organization or individual with a present or former contract with RIDOT, or its Consultants, to prepare planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is not available to all potential vendors in a timely manner prior to the procurement process.

RIDOA reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis.

RIDOT may, in its sole discretion, determine that a conflict of interest or a real or perceived competitive advantage may be mitigated by disclosing all or a portion of the work product produced by the organization or individual subject to review under this section. If documents have been designated as proprietary, the Respondent will be given the opportunity to waive this protection from disclosure. If a Respondent elects not to disclose, then the Respondent may be declared non-responsive.

Ethics in Public Contracting

The State may, in its sole discretion, disqualify the Respondent from further consideration for the award of the Design-Build Contract if it is found, after due notice and examination by RI Ethics Commission, that there is a violation of the RI Code of Ethics, Chapter 36-14.1 of the Rhode Island General Laws or any similar statute involving the Respondent in the procurement of the contract.

Rhode Island Access to Public Records Act

All RFP documentation submitted to the State becomes the property of the State and is subject to the disclosure requirements of the Rhode Island Access to Public Records Act (APRA). Respondents are advised to familiarize themselves with the provisions of this Act referenced herein to ensure that documents identified as confidential will not be subject to disclosure under APRA. In no event shall the State, the Director, or RIDOA be liable to a Respondent for the disclosure of all or a portion of a Proposal submitted pursuant to this request not properly identified as confidential.

Proprietary Disclosure

If a Respondent has special concerns about information which it desires to make available to RIDOT but which it believes constitutes a trade secret, proprietary information, or other confidential information exempted from disclosure, such Respondent should specifically and conspicuously designate that information as such in its Proposal and state in writing why protection of that information is needed. The Respondent should make a written request to the RIDOT. The written request shall:

- Invoke such exemption upon the submission of the materials for which protection is sought.
- Identify the specific data or other materials for which the protection is sought.
- State the reasons why the protection is necessary.

Blanket designations that do not identify the specific information shall not be acceptable and may be cause for RIDOT to treat the entire Proposal as public information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on RIDOT by applicable law, and the applicable law(s) shall control in the event of a conflict between the procedures described above and any applicable law(s).

In the event RIDOT receives a request for public disclosure of all or any portion of a Proposal identified as confidential, RIDOT will come to its own determination whether or not the requested materials are exempt from disclosure.

Because of the confidential nature of the evaluation and negotiation process associated with this Project, and to preserve the propriety of each Respondent's Proposal, it is RIDOT'S intention, subject to applicable law, not to consider a request for disclosure until after RIDOT'S selection of the shortlist of Respondents.

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and US DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31 apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Respondent to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or cause to be made, a false, fictitious or fraudulent claim, statement,, submission, or d certification to the Federal Government under a contract connected with a project that s financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U. S. C. Chapter 53, the Government reserves the right to impose the penalties of 18 U S C § 1001 and 49 U S C § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal Assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Clean Air and Federal Water Pollution Control Act

The Respondent agrees:

- It will not use any violating facilities;
- It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities";
- It will report violations of use of prohibited facilities to FTA and
- It will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollutant Control Act as amended (33 U.S.C. §§ 1251 -

1387).

No Federal Government Obligation to Third Parties

The Recipient and Contractor, acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that Contract) pertaining to any matters resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal Assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ADA Access

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

“Anti-Kickback” Prohibitions

Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related contracts:

- a. Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874;
- b. Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145; and
- c. U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Financed in Whole or in Part by Loans or Grants for the United States,” 29 CFR Part 3.

Buy America

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provides that Federal funds may not be obligated unless all steel, iron and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323 (j) (2) and 49 CFR § 661.11.

Federal Equal Employment Opportunity (EEO) Requirements

These include but are not limited to:

- a. Nondiscrimination in Federal Public Transportation Programs: 41 CFR 60-4.3 prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b. Prohibition against Employment Discrimination: Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246 “Equal Employment Opportunity”, September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex or national origin.

Seismic Safety

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation (DOT) Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract, including work performed by a Sub-Contractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the Project.

Termination for Cause and Convenience

*As outlined in the **Rhode Island Standard Specifications for Road and Bridge Construction**, 2004 Edition, and subsequent revisions:*

108.10 TERMINATION OF CONTRACT. a. Reasons for Termination. The Department may terminate the entire Contract, or any portion thereof, when the Contractor is prevented from proceeding with the prescribed work for any of the following reasons: 1. An Executive Order of the President of the United States with respect to the prosecution of war; in the interest of national defense; or any civil emergency or natural disaster. 2. An Executive Order of the Governor of the State with respect to a natural disaster or civil emergency. 3. Court orders relating to energy consumption, and orders or injunctions obtained by third party action resulting from national or local environmental protection laws. 4. Discovery of unanticipated archaeological artifacts of a significant nature that would require extensive and time-consuming delays in the work for the purposes of identification, evaluation, and possibly recovery. 5. Occurrence of an unanticipated environmental situation of a significant nature that would require extensive and time-consuming delays in the work for the purposes of identification, evaluation, and possibly mitigation. 6. Any other circumstances beyond the control of either the Department or the Contractor that precludes the orderly prosecution or completion of the work and that is in the public interest. The Engineer shall terminate the Contract by delivering to the Contractor a Notice of Termination which shall specify the extent of the termination, the reasons therefore, and the effective date thereof. b. Termination Procedures. After receipt of a Notice of Termination, and except as directed by the Engineer, the Contractor shall immediately proceed with the following obligations: 1. Stop work as specified in the notice. 2. Place no further subcontracts or orders (referred to as subcontracts in this clause for materials, services, or facilities, except as necessary to complete the continued portion of the Contract. 3. Terminate all subcontracts to the extent they relate to the work terminated. 4. With approval or ratification to the extent required by the Engineer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause. 1-74 5. As directed by the Engineer, transfer title and deliver to the Department the fabricated, partially fabricated, or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the Department. 6. Complete performance of the work not terminated. 7. Take any action that may be necessary, or that the Engineer may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the Department has or may acquire an interest. 8. At the direction of the Engineer, acceptable materials obtained by the Contractor for the Project but which have not been incorporated therein, may be purchased from the Contractor at actual cost delivered to a prescribed location, or disposed of as mutually agreed. When the Department orders termination of a Contract, or portion thereof, effective on a certain date, all completed items of work as of that date will be paid for at the contract bid prices. Payment for partially completed work will be made either at agreed prices or in accordance with the subparagraph below entitled, "Contractor and Department Fail to Agree." Items that are eliminated in their entirety by such termination shall be paid for as provided in Subsection 109.05;

Eliminated Items. The Contractor shall submit, within 60 days of the effective termination date, a claim for additional damages or costs not covered above or elsewhere in the Contract. Such claim may include such cost items as reasonable idle equipment time, mobilization efforts, bidding and project investigative costs, overhead expenses attributable to the project terminated, legal and accounting charges involved in claim preparation, subcontractor costs not otherwise paid for, actual idle labor cost if work is stopped in advance of termination date, guaranteed payments for private land usage as part of the original Contract, and any other cost or damage for which the Contractor feels reimbursement should be made. The intent of negotiating this claim would be that an equitable settlement be reached with the Contractor. In no event will loss of anticipated profits be considered as part of any settlement. The Contractor and the Department may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work performed. The Contract shall be amended, and the Contractor paid the agreed amount. c. Contractor and Department Fail to Agree. If the Contractor and the Department fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Department shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon above; 1. For contract work performed before the effective date of termination, the total of the following: (a) The cost of this work; (b) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the termination portion of the Contract; and 1-75 (c) A sum, as profit on (a), above, determined by the Department to be fair and reasonable; however, if the Contractor would have sustained a loss on the entire Contract had it been completed, the Department shall allow no profit and shall reduce the settlement to reflect the indicated rate loss. 2. The reasonable costs of settlement of the work terminated, including: (a) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and support data; (b) The termination and settlement of subcontracts (excluding the amounts of such settlements); and (c) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. 3. Except for normal spoilage, and except to the extent that the Department expressly assumed the risk of loss, the Department shall exclude from the amounts payable to the Contractor, the fair value, as determined by the Department of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Department or to the buyer. 4. In arriving at the amount due the Contractor under this clause, there shall be deducted: (a) All unliquidated advance or other payments to the Contractor under the terminated portion of this Contract; (b) Any claim which the Department has against the Contractor under this Contract; and (c) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Department. d. Partial Termination. If the termination is partial, the Contractor may file a proposal with the Department for an equitable adjustment of the price(s) of the continued portion of the Contract. The Department shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Engineer. e. Records. The Department may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the Contract, if the Department believes the total of these payments will not exceed the amount to which the Contractor will be entitled. The Contractor shall maintain and make available all project cost records to the Department for audit to the extent necessary to determine the validity and amount of each item claimed. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the Department, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Department, photographs, 1-76 microphotographs, or other authentic reproductions may be maintained instead of original records and documents. f. Contractual Responsibilities. Termination of a Contract or portion thereof shall not relieve the Contractor of contractual responsibilities for the work completed, nor shall it relieve the Surety of its obligation for and concerning any just claim arising out of the work performed.

LIST OF EXHIBITS: The 40 TECHNICAL PAGE requirement is applicable to documentation submitted in response to the Selection Criteria as defined in the project RFP. Any supporting documents or required information will be considered "exhibits" and therefore "exempt" from the 40 TECHNICAL PAGE requirement.

For the purpose of clarification, the following includes but is not limited to the potential list of exhibits to be included in RFP document. Exhibits should not be included under one tab but should be individually tabbed and labeled and be incorporated where applicable. Exhibit information must also be brief and specific to documents requested. For instance, resumes should be limited to “key participants” only.

EXHIBITS, AS APPLICABLE (not necessarily in this order):

- *Transmittal Letter*
- *Completed RIVIP FORM*
- *Copy of LEAD DESIGNER'S RI PE License (FOR INDIVIDUAL) and Certificate of Authorization (FOR THE FIRM)
OR PE Non-Compliance acknowledgement*
- *Copy of LEAD CONTRACTOR'S RI Registration from State of Rhode Island Contractors' and Licensing Board
OR Registration Non-Compliance acknowledgement*
- *Foreign Corporation Certificate of Authority

OR Foreign Corporation Non-Compliance acknowledgement*
- *Evidence of Surety (LEAD CONTRACTOR)*
- *Evidence of Errors and Omissions Insurance etc. (LEAD DESIGNER)*
- *RIDOT RFP and Addenda*
- *D/B TEAM'S Key Resumes*
- *Sub-Consultant Proposal(s) inclusive of individual requirements i.e. resumes*
- *DBE and TRAINEE Commitment Statements*
- *Required FORMS (A - N)*
- *References (NO MORE THAN THREE REQUIRED)*
- *D/B TEAM Organizational Chart*
- *LEAD DESIGNER - FEDERAL FORM SF 330*

-END VOLUME I-

VOLUME II – SCOPE OF WORK

All Attachments and Exhibits Cited in VOL II be added by Addendum.

SECTION 1. CONTRACT COMPONENTS; INTERPRETATION OF CONTRACT DOCUMENTS; STANDARDS

1.1 Contract Documents

The term "Contract Documents" will mean this Contract, including, with the exception of the Reference Documents, all exhibits attached hereto and the other documents listed in Section 1.2, and all Change Orders issued by RIDOT. Capitalized terms appearing in the Contract Documents and not otherwise defined will have the meanings ascribed to them in the contract, Volume III, Exhibit A.

1.2 Order of Precedence

Each of the Contract Documents is an essential part of this Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete set of documents necessary to complete the Project. In the event of any conflict among the Contract Documents, the order of precedence is as set forth below.

1. Contract amendments and approved Change Orders;
2. Approved Design Exceptions;
3. This Contract;
4. Amtrak Standards;
5. RIDOT Standards;
6. MBTA Standards;
7. P&W Railroad Standards; and
8. Industry Standards.

Notwithstanding the foregoing, in the event of a conflict within a Contract Document or set of Contract Documents with the same order of priority (including documents referenced therein), or in the event of a conflict pertaining to the order of precedence or other conflict with Contract Documents, RIDOT will have the right to determine which provision applies. The Contractor shall request RIDOT's determination promptly upon becoming aware of such conflict.

1.3 Referenced Standards

1.3.1 General

Unless otherwise specified, any reference in the Contract Documents to a described publication or other contract affecting any portion of the Work will be deemed to mean the latest edition or revision thereof and amendments and supplements thereto in effect on the Proposal Date. Unless otherwise agreed to pursuant to a value engineering change proposal or other negotiation, the Base Technical Concept (BTC) with possible ATC modifications, the Specifications, RIDOT Standards and Industry Standards will be the minimum standards applicable to the Project.

1.3.2 Amtrak Standards

Amtrak-issued standards and guidelines ("Amtrak Standards") will apply to the Work, except as otherwise provided herein or as specifically approved in writing by RIDOT. Amtrak Standards are

identified in the informational RFP disk.

1.3.3 RIDOT Standards

RIDOT-issued standards and guidelines ("RIDOT Standards") will apply to the Work, except as otherwise provided herein or as specifically approved in writing by RIDOT. RIDOT Standards are identified in the informational RFP disk.

1.3.4 MBTA Standards

MBTA-issued standards and guidelines ("MBTA Standards") will apply to the Work, except as otherwise provided herein or as specifically approved in writing by RIDOT. MBTA Standards are identified in the informational RFP disk.

1.3.5 P&W Railroad Standards

P&W Railroad-issued standards and guidelines ("P&W Railroad Standards") will apply to the Work, except as otherwise provided herein or as specifically approved in writing by RIDOT. P&W Railroad Standards are identified in the informational RFP disk.

1.3.6 Industry Standards

Industry Standards and codes ("Industry Standards") will apply to the Work as applicable and as noted herein, except as may be otherwise provided by RIDOT Standards or as may be specifically approved in writing by RIDOT. Industry Standards include those professional engineering principles and construction practices generally accepted in Rhode Island for the applicable portion of the Work, including, but are not limited to, those listed in the informational RFP disk.

1.4 Approvals or Consents

In all cases where approvals or consents are required to be provided under the Contract Documents by RIDOT, the Contractor or other parties to the Contract Documents, such approvals or consents shall not be withheld unreasonably.

SECTION 2. SCOPE OF WORK/PROJECT DESCRIPTION

2.1 General Project Description

The proposed project would construct a new commuter rail station in Pawtucket, RI. Two new station siding tracks would be constructed, each with a full high-level passenger platform designed in accordance with federal accessibility standards and emergency egress requirements. The existing freight run around track (Track 7) would be relocated to the northern side of the corridor. A side platform, constructed along the south edge of the right-of-way and within the northern portion of the adjacent freight rail yard, would serve northbound passengers. A center-island platform, constructed in the middle of the rail corridor between the southbound station siding track and the relocated Track 7, would serve southbound passengers. A new pedestrian bridge over the entire rail corridor would connect both platforms with Pine and Barton Streets. The proposed station will be easily accessible for passengers who drive, walk, take RIPTA buses, or bike to the station. Major project elements include:

- Two new high-level, 800-foot long platforms to support northbound and southbound

passenger operations.

- Two new siding tracks off main line Track 1 and Track 2 for the platform stops.
- A relocated freight run around track (Track 7), with retaining wall to accommodate the grade differential between adjacent private properties on Barton Street.
- A new overhead pedestrian bridge over all active rail tracks in the corridor, with stairs and ramps for accessible vertical circulation. The pedestrian overpass will connect the two platforms to primary pedestrian access points on Pine St. and Barton St.
- Other station access modifications within existing public rights-of-way, including improvements to connect Pine and Barton Streets to the pedestrian overpass and a vehicle drop-off area off Barton Street.
- Relocated catenary structures to accommodate siding tracks and platforms, which will involve profiling the catenary wires to meet Amtrak standards, and signal modifications for Amtrak along the corridor.
- A new access road from Centre Street to Amtrak's signal houses and infrastructure along the Northeast Corridor, needed to replace Amtrak maintenance access from Barton Street once the freight track (Track 7) shifts north.
- Various platform amenities and safety features such as lighting, signage, security (CCTV), fire alarm system, VMS and public address system, trash receptacles, bicycle racks, and drainage modifications.

In addition to railroad and station infrastructure within the Northeast Corridor right-of-way, the new station would provide safe, accessible means of pedestrian access and egress between the platforms and adjacent public streets. Primary access to the station site will be from Goff Avenue and Pine Street on the south, and from Barton Street on the north.

Unconnected Actions by Other Parties:

Other entities are planning to undertake independent actions, in coordination with the City of Pawtucket, to foster transit oriented development in the area and help attract station ridership.

As part of an independent federal action, RIPTA is working with the City of Pawtucket to relocate Pawtucket's bus hub near the station at Goff Avenue and Pine Street. This will provide bus and rail passengers with the ability to make intermodal connections, enhancing overall regional mobility and increasing ridership at the rail station.

A private entity has also proposed constructing surface parking for commuters on a privately-owned vacant parcel adjacent to the station between Goff Avenue and the rail corridor ("the Union Wadding site"). This lot has the potential to accommodate up to 200 passenger vehicles. As proposed by the current property owner, First National Development RI LLC, the lot would be designed, built, operated, maintained and owned privately, with any potential partnership agreements coordinated through the City of Pawtucket.

2.2 Project Scope

The Work includes Contractor's obligation to value engineer and complete the design meeting all requirements of the Contract Documents, to construct the Project in accordance with all requirements of the Contract Documents, and to otherwise comply with all of the requirements in this Contract.

Exhibit B to this Contract contains Contract Documents comprised of various documents and materials setting forth specific requirements to be adhered to in completing the Work. Exhibit C to this Contract includes a list of various Reference Documents, guidelines and programs offered to assist Contractor in completing the Work.

In completing the Work, Contractor acknowledges that safety is a principal goal of the Project, that the Project shall be completed with that goal in mind and that completing the construction of the Work in a safe and efficient manner is the Contractor's responsibility.

2.3 Project Management Plan

Contractor shall plan, schedule and execute all aspects of the Work and shall be responsible for coordinating its activities with all parties that are directly impacted by the Work. Contractor shall document and report all Work in accordance with the requirements set forth herein.

Contractor shall develop a Project Management Plan that describes the organization, authority, reporting relationships, and procedures to be implemented to manage and control the Work and shall submit the same to RIDOT for its review and approval within ten (10) Days of the Award. The Project Management Plan shall clearly state how Contractor expects to direct completion of the Work, and shall acknowledge that such completion shall require close coordination with and in certain instances a need to obtain the approval of third parties, including, without limitation, RIDOT, Amtrak, MBTA, P&W Railroad, other stakeholders, and the state building inspector. The Project Management Plan shall include a Health and Safety Plan and QA/QC Plan prepared in accordance with FTA, RIDOT, and Industry Standards.

2.4 RIDOT's Role

RIDOT will be the owner of the Station. As such, it will perform project management and design and construction oversight of the Work for assuring that the Work meets the requirements of the Contract Documents. Oversight will include design and construction reviews, design and construction quality assurance auditing, materials testing, and construction inspection. However, in no event shall RIDOT's oversight, assistance, or other activities relieve Contractor from its obligations as set forth herein.

RIDOT will also be responsible for administering the Contract, including invoice review and recommendation for payment; schedule review and approval; performance evaluation; Change Order negotiation; dispute resolution, and other activities indicated herein. RIDOT will administer and oversee the Contractor's activities including, but not limited to:

- (a) monitoring and reviewing Contractor's performance during all phases of the Project, including adherence to Schedule, the Contractor's QA/QC program, environmental requirements, the applicable regulations and the Contract Documents;
- (b) processing invoices and payment requests and making recommendations for payment thereof;
- (c) processing value engineering change proposals ("VECPs");
- (d) performing sampling and testing;

- (e) processing Change Order requests;
- (f) processing Schedule change requests; and
- (g) preparation of documents, reports and permits.

RIDOT will employ an Owners Support Services Team to assist RIDOT with guidance in managing the Station project. Please see Bid Advertisement to be issued on or about February 10, 2017.

2.5 Amtrak's Role

RIDOT is negotiating a Force Account Agreement with Amtrak which defines Amtrak's roles and responsibilities relative to the Work. (A copy of the Force Account Agreement will be provided once executed.) It is anticipated that elements of the Work will be subject to review, approval, inspection, testing, and/or acceptance by Amtrak, particularly the Work associated with the design and construction of the track, retaining walls and platform structures. Contractor shall coordinate all activity necessary to assure timely Amtrak review of design and construction of the Amtrak Work.

In addition, Amtrak will be responsible for constructing portions of the work pertaining to modifications to their rail systems infrastructure which includes track, train control and signaling, communications, and overhead electrification. Contractor shall be responsible for final design of such modifications, securing Amtrak approval, and coordinating division of work and construction activities with Amtrak to maintain the overall project schedule.

2.6 Rhode Island State Building Inspector/State Fire Marshal

Elements of the Work will be subject to review, approval, inspection, testing, and/or acceptance by the Rhode Island Building Inspector/State Fire Marshal. Except as otherwise provided in this Contract, all of the requirements of the Rhode Island State Building Code will be part of the Work. Contractor shall be responsible for obtaining all required approvals, permits, etc.

2.7 Rhode Island Department of Environmental Management ("RIDEM")

Contractor acknowledges that the Project will involve work that requires the handling and disposal of contaminated media under R.I.G.L. c. 23-19.I and RIDEM's Remediation Regulations. As set forth more fully in Section 6 of this Contract, Contractor shall comply with all Environmental Approvals issued by RIDEM or any other Regulatory Agency.

2.8 Contractor Obligations

2.8.1 Contractor's Standard of Care for the Work

Contractor shall complete all Work in accordance with all professional engineering principles and construction practices generally accepted as Industry Standards in the State of Rhode Island, in a good and workmanlike manner, and in accordance with the terms and conditions set forth in the Contract Documents. Except as otherwise specifically provided in the Contract Documents, all materials, services and efforts necessary to achieve Substantial Completion and Final Acceptance on or before the deadlines provided herein shall be Contractor's sole responsibility and, subject to the terms of Section 14, the cost

of all such materials, services and efforts shall be included in the Price.

2.8.2 Design and Construction

Contractor is responsible for the following as part of the Work:

- (a) Contractor shall perform a value engineering analysis of the Base Technical Concept (BTC) including the possible modification by ATC's, provide all materials and undertake all efforts necessary or appropriate (excluding only those materials, services and efforts that this Contract specifies will be provided or undertaken by RIDOT, Amtrak, or other Persons) to complete Design and construct the Project in accordance with the requirements of the Contract Documents, including, without limitation, the Project Schedule, all Governmental Approvals, including Environmental Approvals, the approved Project Management Plan, a Quality Assurance/Quality Control Plan (QA/QC Plan), a Health and Safety Plan, and all other applicable Laws, regulations, ordinances and other requirements, considering the Site and other physical constraints affecting the Project, so as to achieve Substantial Completion and Final Acceptance by the deadlines specified herein, and to otherwise do everything required by and in accordance with the Contract Documents;
- (b) Contractor shall always provide a project director who shall have full responsibility for the prosecution of the Work and shall act as a single point of contact in all matters on behalf of the Contractor;
- (c) Except as otherwise provided herein, Contractor shall obtain and pay the cost of obtaining all Governmental Approvals, which shall be part of the Price. Prior to beginning any construction activities in the field for any portion of the Project, Contractor shall furnish fully executed copies of all Governmental Approvals for which Contractor is responsible;
- (d) Contractor shall undertake and properly perform all actions required by and all actions necessary to obtain and to maintain in full force and effect all Governmental Approvals, including the handling and disposal of contaminated media in accordance with the requirements of the Contract Documents and applicable Laws;
- (e) Contractor shall cooperate with RIDOT about all matters relating to the Project, including, without limitation, conducting inspections during completion of the Work; and
- (f) Contractor shall mitigate delay to the Project and mitigate damages due to delay in all circumstances, including by resequencing, reallocating or redeploying its forces, as appropriate.

2.8.3 Project Office

Contractor shall provide a field office that is either on or immediately proximate to the Site in accordance with the Special Provision entitled Field Offices contained in Exhibit C-3. The project office shall provide office space for the Contractor and its personnel, as well as office space for RIDOT and its consultants and personnel. The Contractor office space and the RIDOT office space shall be physically separated but

shall be in the same facility to facilitate communication between the Parties.

2.9 Effect of Reviews, Inspections, Tests and Approvals

Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by reviews, tests, inspections or approvals performed by RIDOT or any other Person, or by any failure of RIDOT or any other Person to take any such action. The reviews, inspections, tests and approvals conducted by RIDOT and others do not constitute acceptance of the materials or of the Work reviewed, tested or inspected, and RIDOT may reject or accept any Work or materials, request changes and/or identify additional Work that must be done at any time prior to the date for Final Acceptance, whether previous reviews, inspections, tests or approvals were conducted by RIDOT or any such Persons. Contractor shall perform its own tests, reviews, and inspections to ensure that the Work meets the requirements of the Contract. Such verification shall be completely at Contractor's expense.

2.10 Ownership of Documents

If payment has been made to Contractor therefore, (a) Construction Documents will become the property of RIDOT; and (b) information obtained or produced by Contractor about the performance of its obligations under this Contract, including studies, technical and other reports and the like, will become the property of RIDOT upon Contractor's preparation or receipt thereof. Copies of all such information shall be furnished to RIDOT upon preparation or receipt thereof by Contractor. Contractor shall furnish RIDOT with the original working drawings and final As-Built Drawings for the Project, warranties, shop drawings, test reports and operating manuals in conformance with RIDOT Standards as a condition of Final Acceptance.

2.11 List of Deliverables

Contractor acknowledges that the following are certain deliverable items under the Contract that are to be submitted to RIDOT on the following due dates:

No.	Item Description	Deadline	Contract Section
1.	Project Management Plan	10 Days of Award	2.3
2.	QA/QC Plan	10 Days of Award	4.2
3.	Meeting Minutes	5 Business Days after Meetings	NIA
4.	Design notes, sketches, worksheets, etc.	As necessary	5.2.4
5.	Design Submittals	As necessary	5.3.2.1
6.	Final Design	As necessary	5.3.2.2
7.	Schedule for submission of Investigation Workplan and CMMP	10 Days of Award	
8.	Utility Excavation Notice	R.L.G.L. c. 39-1.2	7.2
9.	Initial Project Baseline Schedule	10 Days of Award	8.2.1
10.	Monthly Progress Reports	5 days from start of each month	8.3
11.	Manpower, equipment and occurrence logs	Daily	9.15
12.	Shop and working drawings	As necessary	9.16
13.	As-Built drawings	Final acceptance	9.18.1

14.	End of Project Deliverables	Final acceptance	9.18.2
15.	Labor and Material Payment Bond	Award	11.1.1
16.	Performance Bond	Award	11.1.2
17.	Certificates of Insurance	Prior to commencement of Work	12.4
18.	Cost-Loaded Payment Milestone Plan	Not later than 10 Days following Award	14.2
19.	Substantial Completion Notice	Substantial Completion	21.1

SECTION 3. INFORMATION SUPPLIED TO CONTRACTOR / ACKNOWLEDGMENT BY CONTRACTOR

3.1 Information Supplied to Contractor

The Contractor acknowledges that RIDOT has made available to the Contractor information as described in this Contract, and has allowed the Contractor access to the Site for purposes of inspection and testing (Amtrak ROW access is not included). Exhibit C-4 to this Contract contains the list of Reference Documents that have been made available to the Contractor.

3.2 Acknowledgment by Contractor

The Contractor acknowledges that it has diligently reviewed and verified the Base Technical Concept (BTC) for errors, omissions, inconsistencies, or other defects, and has incorporated into the Price all costs associated with correction of any such errors, omissions, inconsistencies and other defects that were discovered in the preparation of its Proposal. The Contractor specifically acknowledges and agrees that:

- (a) the BTC has been reasonably developed, but is not complete;
- (b) the Contractor is not entitled to rely on any documents or information provided by RIDOT other than the RFP Documents, and Contractor's right to rely on the Reference Documents is subject to the limitations set forth herein;
- (c) the Contractor has independently determined that the Design is feasible and can and shall be used as the basis for the completion of the Project, and agrees that it shall have no right to seek additional compensation to the Price or a time extension to the Completion Deadline, except as specifically permitted by Section 15;
- (d) the Project can be constructed as contemplated by the Conceptual Design and the Contract Documents, and that the Price takes into account the correction of errors, omissions, inconsistencies and other defects contained in the BTC;
- (e) the Contractor is responsible for correcting any errors, omissions and defects in the BTC through the design and construction process, and assumes the obligation to correct any errors, omissions, inconsistencies and other defects affecting therein, all at no cost to RIDOT;
- (f) RIDOT will have no liability for errors, omissions and defects in the BTC. The foregoing will

not be deemed to limit RIDOT's obligations with respect to Differing Site Conditions as set forth in Section 15 or Contractor's right to receive any available insurance proceeds;

- (g) The Contractor's warranties and indemnities hereunder cover errors, omissions and defects in the Project even though they may be related to errors, omissions and defects in the BTC; and
- (h) the Contractor acknowledges and agrees that RIDOT will not be responsible or liable in any respect for any loss, damage, injury, liability, cost, expense or cause of action whatsoever suffered by the Contractor, its employees, agents, officers or subcontractors or any other Persons for whom the Contractor may be legally or contractually responsible, by reason of such parties' use of any information contained in the BTC (or as possibly modified by ATC's) or any action or forbearance in reliance thereon, except to the extent that Section 15 provides for an increase in the Price and/or extensions of the Completion Deadline with respect to such matters. The Contractor further acknowledges and agrees that (i) if and to the extent Contractor or anyone on the Contractor's behalf uses any of said information in any way, such use is made on the basis that Contractor, not RIDOT, has approved of such use and information and is responsible for said information; and (ii) the Contractor is capable of conducting and is obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement said information, and that any use of said information is entirely at the Contractor's own risk and at its own discretion.

3.3 Subsurface and Surface Conditions

RIDOT warrants the accuracy of data contained in the boring logs included as part of this Contract in the RFP informational disk, but accepts no responsibility for Contractor's interpretation of any such information provided by RIDOT. Furthermore, Contractor acknowledges and agrees that the existing surface conditions may have changed or may be different from the surface conditions depicted in the provided materials.

SECTION 4. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PROGRAM

4.1 RIDOT Responsibilities

The Contractor shall be responsible for the quality of the Work. The Contractor shall establish and maintain a QA/QC Program in accordance with these requirements. The Contractor shall include a QA Administrator to conduct QA/QC activities in accordance with the QA/QC Plan, including inspection of all Work included in the Contract Documents.

RIDOT's role with respect to the QA/QC Plan includes:

- (a) Oversight of the Contractor's QA/QC activities and Independent Assurance; and
- (b) Oversight of the Contractor's construction management, including but not limited to design, scheduling, invoicing, document control and construction inspection.
- (c) In case of conflict between QA/QC test results and RIDOT test results, RIDOT test results will govern.

Utility Owners retaining ownership or maintenance responsibility over their respective facilities may conduct their own inspection and testing. The Contractor shall fully cooperate and coordinate with

these Utility Owners. However, said inspection and testing shall not relieve Contractor of its obligations and responsibilities.

The Contractor shall be responsible for all QC activities and shall provide and maintain a quality control program that shall provide reasonable assurance that all materials and products conform to the Contract requirements, whether manufactured or processed, by the Contractor, or procured from suppliers or subcontractors or vendors.

The Contractor shall perform the required inspections and tests to ensure that the product and workmanship conform to contract documents. QC inspection, sampling, and testing shall be an integral part of the Contractor's quality control program.

Failure to comply with the provisions of this section will result in the Contractor's operations being shut down until they are in compliance with these requirements. There shall be no claims for additional payment by the Contractor nor an extension of the contract time for delays resulting from the shutdown of operations due to the Contractor's non-compliance with these requirements.

4.2 Quality Assurance/Quality Control Plan (QA/QC Plan)

As a means of ensuring that the performance of the Work fulfills the requirements of the Contract Documents and that the materials, equipment, and all elements of the Work shall perform satisfactorily for the purposes intended, Contractor shall provide RIDOT with a detailed QA/QC Plan within thirty (30) Days of Award, and shall at all times comply with the requirements thereof.

4.2.1 QA/QC Plan Objectives

The QA/QC Plan objective is to provide a formal structure that enables Contractor to manage the Work and RIDOT to monitor the performance of the Work consistent with RIDOT quality principles.

4.2.2 QA/QC Plan Requirements

The QA/QC Plan shall describe the quality control and quality assurance organization. It shall include an organizational chart showing lines of authority and reporting responsibilities. The persons and organizations Quality Assurance and Quality Control functions shall have sufficient authority and organizational freedom to identify quality problems and to initiate, recommend, provide and verify the implementation of solutions. Persons performing QA/QC functions shall be at an organizational level that ensures that they are not influenced by the potential impact of implementation of the QA/QC Plan on the Project Schedule, performance or cost. The QA/QC Plan is a living document and the Contractor may revise any portion of its QA/QC Plan as may be necessary from but such revisions must be submitted and approved by RIDOT.

4.2.3 QA/QC Plan Procedures

The QA/QC Plan shall be developed to ensure that design and construction of the Project shall be performed in accordance with meet all requirements of the Contract Documents. In addition to the requirements of Section 4.2.2, the QA/QC Plan shall describe and include the following:

- (a) Specific QA/QC procedures for preparing and checking all plans, specifications, calculations, reports and other items to ensure that they are independently checked and back-checked in accordance with generally accepted engineering practices and

the approved QA/QC Plan;

- (b) Measures to ensure that purchased materials, equipment, and services conform to the Contract Documents. These measures shall include provisions for source evaluation and selection, objective evidence of quality furnished by Subcontractors, inspection at the manufacture or vendor source, and examination/testing of products upon delivery;
- (c) Procedures for identification and control of materials, minimum frequency of analyses (available in RIDOT Master Schedule), equipment and elements of the Work. These procedures shall ensure that identification of the item is maintained by appropriate means, either on the item or on records traceable to the item, as necessary, throughout fabrication, erection, installation and use of the item;
- (d) Establish and maintain an effective and positive system to ensure that materials, equipment, or elements of the Project that do not conform to requirements are not used or installed. These procedures shall include procedures for identification, documentation, segregation, disposition and notification to RIDOT and, if appropriate, affected Utility Owners, as well as procedures for RIDOT to review nonconforming work;
- (e) A program recognizing RIDOT's intention to inspect and test the Work for acceptance. Examinations, measurements and tests of materials or elements of the Project will be performed for each operation where appropriate to assure quality;
- (f) A program to ensure performance of all quality control testing to demonstrate that all materials, equipment and elements of the Project shall perform satisfactorily for the purposes intended and meet the standards specified in the Contract Documents. The QA/QC Plan shall require test results to be documented and evaluated to ensure that test requirements have been satisfied; submit documentation to RIDOT; and include samples of all QC forms and reports;
- (g) Procedures to indicate, by the use of markings such as stamps, tags, labels, routing cards or other suitable means, the status of inspections and tests performed upon individual items; and
- (h) A system of periodic internal audits shall be carried out by the Contractor to determine the effectiveness and implementation of the QA/QC Plan. Audit results shall be documented, reviewed, acted upon by Contractor, and submitted to RIDOT for RIDOT review and documentation. Follow up action, including re-audit of deficient areas, shall be taken where necessary.

SECTION 5. PROJECT DESIGN

5.1 Design Documents

The Contractor shall prepare Design Documents in a format and in accordance with the Contract Documents. The Design shall consist of plans, reports, specifications (including special provisions), calculations, and as required, supporting documentation. The Design shall be developed in a manner consistent with the overall quality and performance required by the standards referenced in this Contract.

5.1.1 Format of Documents

The Design Documents (including designs, plans and specifications) shall be prepared in English Units and submitted to RIDOT in hard copy as well as in electronic format. The Contractor shall maintain design and construction Project files, including indexing requirements. Plan sets and sheet types for partial construction work elements, or early start of construction prior to a completed final design, shall be coordinated with the accepted QA/QC Plan and with RIDOT oversight.

5.1.2 Project Coordination

Throughout the duration of the Project, and except for those coordination activities specifically reserved for RIDOT pursuant to this Contract, the Contractor shall be responsible for coordination with Governmental Approval agencies, utilities and other entities. The Work shall be completed in conformance with all current engineering and policy directives, and other correspondence normally available and distributed to design consultants by RIDOT, Amtrak, P&W Railroad, and the MBTA.

5.1.3 Design Exceptions

Design Exceptions are deviations to the Design from applicable RIDOT Standards, Industry Standards, or other standards referenced in this Contract.

The Contractor shall use engineering judgment in applying Design criteria in situations where strict adherence to these criteria is not possible. If deviation from the criteria is required, Contractor shall submit a specific written request for approval of the Design Exception to RIDOT. The variance of standards shall be issued as a "special provision."

The Contractor shall obtain the written approval of RIDOT for all Design Exceptions from Design standards and criteria set forth herein. The Contractor shall document and make available to RIDOT an interim summary record of all Design Exceptions. The Contractor acknowledges that RIDOT may withhold approval of any and all Design Exceptions in its sole discretion. The Contractor shall allow sufficient time in its schedule for review and response by RIDOT, allowing for the possibility that the Design Exception may not be approved.

The Contractor shall prepare all documentation required to request Design Exceptions from Design standards and criteria set forth herein. A single report, combining all Design Exceptions from mandatory standards for the Project, shall be maintained by the Contractor through the duration of the Project and submitted by the Contractor as part of the As-Built Drawings at the completion of the Project.

5.1.4 Design Notes

In addition to documentation required elsewhere in the Contract Documents, Contractor shall submit to

RIDOT for review all design notes, sketches, worksheets, calculations and computations to document the design conclusions reached during the value engineering of the Design.

Design notes and computations shall be recorded on 8 ½" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced for submittal to 8 ½" x 11" size. The data shall be bound in a hard-back folder for submittal to RIDOT.

5.2 Design Reviews and Submittals

Design reviews will be conducted by RIDOT, as applicable, in accordance with the terms of this Contract. All Design Reviews shall be accompanied by five (5) complete hard copy sets of Design Documents and one (1) copy in electronic format.

5.2.1 RIDOT Reviews

Oversight reviews by RIDOT and its representatives will consist mainly of checks to ensure that the Contract requirements and design criteria are being followed and that the QA/QC activities are following the Contractor's approved QA/QC Plan. The reviews may, at RIDOT's discretion, include review of Design Documents, electronic files, calculations, reports, specifications, geotechnical data, and other relevant Design information. RIDOT reserves the right to engage Project stakeholders, at no additional cost to RIDOT, including but not limited to representatives of the City of Pawtucket, the City of Central Falls, Amtrak, P&W Railroad, MBTA, and RIPTA to ensure the Contractor integrates the Project to adjacent projects by others.

The Contractor acknowledges that, in addition to the Design review procedures set forth herein, RIDOT may inspect the Design throughout the Design process at its sole discretion in accordance with RIDOT Standards.

5.2.2 Over-the-Shoulder Reviews

Over-the-shoulder reviews are examinations by RIDOT of Design Documents during the Design Process. The over-the-shoulder reviews will be conducted, as appropriate, in either the Contractor's office (including its designer) or at RIDOT's offices and in the presence of the Contractor's personnel with the intent to minimize disruption of on-going design work. Formal assembly and submittal of drawings or other documents may not be required. The review may be of progress prints, computer images, draft documents, working calculations, draft specifications or reports, or other design documents. If mutually agreed for specific review items, the over-the-shoulder review may consist of an exchange of electronic files between the Contractor's designer and RIDOT.

5.2.3 In-Progress Design Workshops

RIDOT may, at its discretion, make periodic visits to the designer's offices to discuss and verify design progress including but not limited to the Contractor's adherence to the QA/QC Plan. Throughout the Design process, Contractor may request oversight visits with RIDOT to discuss and verify Design progress and to assist Contractor in resolving Design questions and issues. The Contractor shall give RIDOT not less than two (2) Days' notice of its requested oversight visit.

5.2.3.1 Design Submittals

The purpose of Design Submittals is to ensure that the Design is completed in accordance with the requirements of the Contract Documents. Design Submittals shall ensure that existing field conditions have been properly identified and addressed and that Contractor has properly coordinated the various Design disciplines and elements of the Project. Design Submittals shall consist of detailed construction drawings, including plans, evaluations, sections, details, and specifications, a completed drainage design, together with supporting reports and calculations consistent with the Contract Documents. The Contractor shall provide Design Submittals for RIDOT review when the Design is at 60%, at 90% and at 100%.

5.2.3.2 Final Design

The Final Design shall consist of detailed, complete and fully checked drawings, reports, and specifications necessary for construction of the applicable portion of the Project. Approval of the Final Design Documents will be in the form of a designation of "Approved for Construction." All documentation relating to Design Exceptions from design standards shall be provided with the Final Design Submittal.

Within two (2) Days after Design Documents receive designation as "Approved for Construction," Contractor shall, at a minimum, provide RIDOT with four (4) sets of signed and sealed Design Documents. In addition, the Contractor shall provide RIDOT with one set of Mylar's of all signed and sealed Plans, along with a copy in electronic format.

5.2.3.3 File Transfer Protocol Site

In addition to submittal requirements outlined above, the Contractor shall also establish and maintain a File Transfer Protocol (FTP) site or similar to facilitate electronic transfer of submittals, review comment responses, and other project-related documentation. At a minimum the Contractor shall make documents submitted to RIDOT available electronically to RIDOT on the submission date.

5.3 Value Engineering Change Proposals

The Contractor may also, prior to the preparation of the Final Design, value engineer the Design for the purpose of submitting Value Engineering Change Proposals ("VECPs") that may produce cost savings or other Project improvements that result from changes in the Work. Any VECPs that are submitted by the Contractor shall be based on a sound study made by Contractor indicating that the VECP shall (i) result in a net reduction in the Price; (ii) not impair any essential form, fit, function or characteristic of the Work, such as safety, service life, reliability, economy of operation, ease of maintenance and necessary standardized features; (iii) not require an unacceptable extension of any Completion Milestones; and (iv) require a Change Order.

VECPs will be processed in the same manner as prescribed for any Change Orders pursuant to Section 15. Contractor shall submit the following information with the VECP: (i) a description of the difference between the existing Contract requirements and the proposed change, and the comparative advantages and disadvantages of each; (ii) an itemization of the requirements of the Contract that must be changed if the VECP is adopted and a recommendation how to make such change; (iii) an estimate of the reduction in the Price and/or contract time that shall result from the VECP; and (iv) a statement of the time by which the VECP must be approved to obtain the maximum reduction in the Price.

Approval of a VECP will be evidenced by the issuance of Change Order pursuant to Section 15. For each

approved VECP, the Price will be reduced by the total estimated net savings that results from the approved VECP. The Contractor shall be entitled to receive fifty percent (50%) of the net savings, which amount will be payable to Contractor at such time as payments would have been made for the Work which is the subject of the VECP as set forth in the Payment Milestone Plan had the VECP not been implemented.

5.5 Release for Construction/Approval

When the Contractor has completed the Design for an item or segment and wishes to proceed with construction thereof, the QA Administrator shall certify that (i) the Design meets all applicable requirements; (ii) the Design has been checked in accordance with the Contractor's approved QA/QC Plan; (iii) said item or segment is ready for construction; and (iv) the Contractor has obtained all required Governmental Approvals.

Construction of any item, segment or phase covered by the QA Administrator's statement approving construction shall only progress to the extent covered by the Design Documents included in that statement. Prior to construction progressing further, the Contractor shall complete the next phase of the Design or complete the Final Design. Any subsequent phases of the Work to be released for construction shall be checked and approved by the QA Administrator in the same manner as indicated above for the initial item or segment of Work.

5.6 As-Built Drawings

As a condition of Final Acceptance and Payment, the Contractor shall provide RIDOT with As-Built Drawings. All As-Built Drawings shall be consistent with RIDOT Standards. Submission shall be made both by hard copy and electronic format in accordance with RIDOT Standards. Operation and maintenance manuals and instruction shall be provided for all systems and equipment.

SECTION 6. ENVIRONMENTAL

6.1 Environmental Approvals

6.1.1 Contractor's Responsibility to Obtain Environmental Approvals

The Contractor, in coordination with RIDOT, shall obtain all Environmental Approvals necessary for the Project, including without limitation, Authorization to Discharge under the Rhode Island Pollutant Discharge Elimination System ("RIPDES") General Permit for Stormwater Discharge Associated with Construction Activity, R.I.G.L. 46-12 (for discharge of storm water), and state, federal and local approvals (as required) for the handling, management, loading/unloading, sampling and analysis for disposal characterization, and proper transportation and disposal of contaminated media.

It is the Contractor's responsibility to know, understand, and abide by all state, local and/or federal regulations and common practices to the extent that they may be applicable to the Contractor's work as set forth in the contract documents. The Contractor shall be responsible to determine all relevant and applicable regulations that pertain to the project and obtain all permits and approvals associated those regulations. In the event of a conflict, the most stringent regulations will govern work. The following regulations, documents and/or publications are made part of this contract by reference herein and may not reflect all environmental rules, regulations and laws that may be applicable to the project:

- RIDEM Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases;
- RIDEM Rules and Regulations for Hazardous Waste Management;
- RIDEM Rules and Regulations for Composting Facilities and Solid Waste Management Facilities (the Solid Waste Regulations);
- Oil Pollution Control Regulations (RIDEM and US EPA 40 CFR 112);
- “Hazardous Waste Operations and Emergency Response,” Federal Occupational Safety and Health Act (OSHA), 29 CFR 1910.120.
- “General Regulations for Hazardous Waste Management,” EPA, 40 CFR 260.
- “Regulations for Identifying Hazardous Waste, Hazardous Waste Generators and Hazardous Waste Transporters”, EPA, 40 CFR 261, 262 and 263.
- U.S. Department of Transportation (U.S. DOT) Title 49 Code of Federal Regulations (CFR).
- Safety and Health Regulations Promulgated by the U.S. Department of Labor OSHA, 29 CFR 1910 – Occupational Safety and Health Standards, and 29 CFR 1920 – Safety and Health Regulations for Construction.
- U.S.EPA Standard Operating Safety Guidelines – Office of Emergency and Remedial Response – Hazardous Response Support Division.
- U.S. EPA Medical Monitoring Program Guidelines.

The Contractor shall supply and utilize all necessary equipment and materials to properly manage, handle and dispose of contaminated media in accordance with the applicable state, federal and local laws, rules and regulations. The Contractor shall also prepare a Site Specific Health and Safety Plan (HASP) for the project and supply personnel with proper personal protective equipment.

Except where Environmental Approvals are required solely because of RIDOT-Directed Changes, the cost of obtaining all Environmental Approvals to be obtained by the Contractor shall be borne by the Contractor as part of the Price.

Contractor shall be responsible for any and all costs, including any liability, penalties, expenses, damages or delays resulting from any failure to obtain or maintain any Environmental Approval.

6.1.2 Coordination between Contractor, RIDOT and Regulatory Agencies

RIDOT (as Project owner) and Amtrak (as property owner) will be designated as the applicants for all Environmental Approvals. All applications for Environmental Approvals to be obtained by Contractor shall be prepared by Contractor. Through its authorized representative, RIDOT will review the applications, sign as the applicant and submit the application to the Regulatory Agency with jurisdiction.

The Contractor is encouraged to establish a working relationship with RIDOT and the Regulatory Agencies. Contractor is not authorized to negotiate with Regulatory Agencies on behalf of RIDOT.

The Contractor shall provide fully executed copies of all Environmental Approvals to RIDOT prior to commencement of any work authorized under such Approvals.

6.1.3 Duty of Compliance

The Contractor is responsible at all times for complying with (a) all applicable Environmental Laws; (b) all

conditions and schedules in any Environmental Approvals, whether obtained by RIDOT or Contractor; and (c) all obligations of this Contract with respect to environmental matters. Contractor shall be responsible for any and all costs, liability, penalties, expenses, damages, including economic, property, natural resource and personal injury, or delays resulting from any non-compliance with Environmental Approvals.

6.2 Contaminated Media (CM)

6.2.1 CM Investigation and Planning

Contaminated media (CM) is considered contaminated soil, groundwater, sediment, wastes, and other material encountered during the Project that are regulated by the Rhode Island Department of Environmental Management (RIDEM) or other state, local or federal agency.

The Contractor is hereby notified that contaminated soil has been identified in the project area. This impacted soil is subject to the reporting requirements set forth in the RIDEM Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (the Remediation Regulations). In addition to notification, additional investigation and/or remediation in accordance with the Remediation Regulations shall be required. The term "Environmental Approvals" includes but is not limited to all notifications, permits, approvals, plans, and authorizations to construct the project as described in the Bid Documents and to properly control, assess, remediate and dispose of CM that may be encountered during the project.

6.2.2 Management of CM

Limited sampling and analysis have identified soils in the Project Area that are subject to reporting under the RIDEM Remediation Regulations. The Remediation Regulations sets forth the requirements for investigation of the Site and development of remediation and soil management plans. CM management is subject to regulation under the RIDEM Remediation Regulations at a minimum. All CM encountered during the Project shall be managed in accordance with applicable Environmental Laws, Environmental Approvals, the Contract Documents, RIDEM Standards and the CM Management Plan and other plans prepared under this Section.

6.2.1.1 Contractor's Optional Investigation Workplan

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

In addition to all regulatory RIDEM Regulatory Requirements, workplans shall also contain, at a minimum:

- Contractor's plan and schedule for characterization of all areas of the Site and Project activities where CM may reasonably be expected to be encountered;

- Sampling and Analysis Plan describing sampling locations and methods; media to be sampled; laboratory analyses, methods and quantification limits;
- Investigation schedule;
- Site security measures;
- Location and layout of work zones, storage areas, and decontamination areas;
- Management of investigation derived waste (IDW) in accordance with the RIDEM IDW policy;
- and QA/QC Plan procedures.

6.2.1.2 CM Management Plan

The Contractor shall prepare a Contaminated Media Management Plan (the "CMMP") that provides RIDOT with a uniform, cost-effective, time-sensitive and environmentally sound methodology for the management of CM. The CMMP shall be sufficient in scope to support Project design and construction requirements and to optimize compliance with applicable Environmental Laws. The CMMP shall be consistent with the RIDEM Remediation Regulations and all applicable Environmental Laws, including, without limitation, those listed in Section 6.1. Qualified and licensed professionals shall prepare the CMMP as applicable.

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

- (a) Minimize the generation of CM requiring off-site management. Establish a cost-effective waste management hierarchy for the beneficial reuse, recycling, or treatment of contaminated media requiring off-site management; maximize the reuse of excavated soils within the limit of work if allowed by RIDEM;
- (b) Establish cost-effective environmental compliance with all environmental laws, including those listed in Section 6.1, and RIDEM's Remediation Regulations with the goal being receipt of a Letter of Compliance (LOC) from the RIDEM under the Remediation Regulations, and any other closure documentation from other state, local or federal environmental regulations;;
- (c) Provide effective control of additional costs required for CM characterization through construction-driven, time-sensitive, on-site field environmental characterization methodologies suitable to support response actions; and
- (d) Provide effective control of costs associated with off-site management of contaminated media by maximizing the recycling or beneficial reuse of material.
- (e) The Contractor shall have CM analyzed by a qualified test facility as required.

The cost of preparing and implementing the CMMP is included in the Price.

6.2.1.3 Schedule for Submittal of Workplan and CMMP

Within ten (10) days after Award, Contractor shall submit a schedule that sets forth the time frames for

completion of the Workplan and the CMMP.

6.2.3 Discovery and Management of Contaminated Media

Upon discovery of unexpected contaminated or potentially CM beyond the Amtrak ROW, the Contractor shall immediately stop work and notify RIDOT so proper assessment and response actions in accordance with state, federal and local law can be completed. Contractor shall undertake all actions required by state, local and federal environmental laws and regulations, including, but not necessarily limited to, those listed in Section 6.1 above, and in coordination with RIDOT, to achieve the objective of regulatory Site closure. All Response Actions shall be implemented under the direction of qualified and licensed professionals engaged by Contractor.

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

6.2.3.1 Qualifications and Protection of Personnel Responsible for Handling CM

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

All Contractor personnel handling hazardous and harmful materials shall be trained, experienced, certified and enrolled in a medical surveillance program typically required for workers handling CM including, but not limited to, OSHA HazWoper and OSHA corresponding industry standards as listed in Section 6.1. The Contractor shall ensure that all certifications, licenses, authorizations and Environmental Approvals are current and valid through the duration of this Contract.

The Contractor shall make all workers on-Site aware of the potential CM to which they may be exposed, shall limit exposure to CM and provide all necessary equipment to protect them from exposure. The Contractor shall maintain records of all incidents and notify RIDOT and appropriate state authorities in a timely manner.

6.2.3.2 Compensation for CM Management, Transportation and Disposal

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

Notwithstanding any other provision of this Contract to the contrary, no compensation for CM Management shall be allowed for costs that arise out of or are related to management of materials containing CM at concentrations below those requiring reporting or special handling/disposal under

environmental laws and regulations; any such cost shall be included within the Price.

6.2.3.3 CM Spills or Other Releases Caused by Contractor

Any releases or spills of CM including reporting, assessment, containment and remediation expenses that result from (a) release(s) attributable to the negligence, willful misconduct, or breach of contract of the Contractor or of any of its officers, agents, employees, subcontractors, and visitors; or (b) release(s) elsewhere by the Contractor or any of its officers, employees, agents, or subcontractors regardless of the cause of the release of CM, shall not be included in the Price and shall not be recoverable.

6.2.4 Environmental Approvals Relating to CM Management

It is the responsibility of the Contractor to obtain all Environmental Approvals relating to CM Management, Transportation and Disposal including federal and state surface water and groundwater treatment and discharge permits and permits for recycling or reuse. The Contractor shall provide RIDOT with complete documentation, plans, applications and other filings required by state, federal or local Environmental Agencies necessary to support any application for approval (including, but not limited to plans, details and supporting documentation). Contractor shall be solely responsible for compliance with such Environmental Approvals and applicable Environmental Laws, including those governing the preparation of waste profiles, waste manifests and bills of lading as described in Section 6.1. RIDOT assumes no responsibility for time, costs, or fees associated with regulatory agency review and approval.

RIDOT and Amtrak will be considered the generator of CM from the Project except as specified in the following sentence. The Contractor shall be considered the generator of any CM requiring off-Site disposal which results from (a) release(s) attributable to the negligence, willful misconduct, or breach of contract of Contractor or any of its officers, employees, agents, subcontractors, or visitors; or (b) release(s) elsewhere by Contractor regardless of the cause of the Release.

6.2.5 Materials Brought to the Site by Contractor

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

SECTION 7. UTILITIES

7.1 General Statement

The completion of the Work will affect both existing and proposed Utilities and require connections to Utilities to serve equipment installed as part of the Project. Contractor shall complete the Utility Work so as to ensure that Utilities are properly identified and that all necessary relocations occur so as to enable Contractor to achieve completion of the Project in accordance with the requirements of this Contract. Utility Work shall include arranging for Utility service connections; the identification of Utilities requiring relocation or replacement; notifications to, and negotiation of design and construction contracts with, Utility Owners; and coordination and completion of design and construction efforts for the Utility Work.

Contractor may permit others to complete portions of the Utility Work, as may be agreed to by the appropriate Utility. Utility Work shall be deemed to be part of the Work.

7.2 Contractor Responsibilities

Contractor shall be primarily responsible for the completion of all Utility Work. Costs for the Utility Work shall be considered part of the Price.

Contractor shall give written notice to all public service corporations or officials having charge of publicly or privately owned Utilities of its intention to commence operations affecting such Utilities in accordance with R.I.G.L. c. 39-1.2, and Contractor shall at that time file a copy of such notice with RIDOT.

Contractor shall be responsible for verifying that the Utility Work, as designed and constructed, is compatible with and interfaces properly with the Project. Contractor shall also be responsible for confirming that all appropriate Governmental Approvals have been obtained by each Utility Owner that may be performing any Utility Work and for verifying that such Utility Work complies with the requirements of the applicable Governmental Approvals. Contractor shall immediately notify RIDOT if Contractor has reasonable cause to believe that any Utility Owner has not obtained, or is in violation of, any Governmental Approval.

Contractor shall carry out the Utility Work, and shall support and secure same, so as to avoid damage to any Utilities. Flow in drains and sewers shall be satisfactorily maintained. Unless otherwise directed by the Utility Owner, Contractor shall not relocate or remove any Utility without the Utility Owner's prior written consent. At the completion of the Work, the condition of all Utilities shall be as safe and permanent as before. If any Utilities are damaged by Contractor, Contractor shall notify the affected Utility Owners, and such damage shall be repaired at Contractor's expense.

7.3 Ascertaining the Location of Utilities

Contractor bears full responsibility for ascertaining, at its own expense, the existence and exact location and size of any Utility to be relocated, replaced, or otherwise impacted on either a temporary or permanent basis as a result of the Project. If a surface inspection of any area to be affected by the Project shows the existence of, or gives Contractor cause to suspect the existence of, any previously unidentified Utility, or Contractor for any other reason has cause to suspect that other previously unidentified Utilities may exist, then Contractor shall undertake all appropriate investigations as necessary to verify the existence, location and size of such Utilities including, but not limited to, contacting Utility Owners, consulting public records, and conducting field investigations.

7.4 Commencement of Utility Work

Contractor may commence the Utility Work at any time following the date specified in the NTP. Contractor is responsible for causing the Utility Work to be completed in order to permit construction of the Project according to the Project Schedule.

7.5 Meetings and Cooperation with Utility Owners

Contractor shall be responsible for all coordination with the affected Utility Owners that may be necessary

to accomplish the Utility Work (including obtaining information, coordination of scheduling, design review, inspections, approvals and acceptances). Contractor shall notify RIDOT at least two (2) Business Days in advance of each meeting with a Utility Owner or Utility Owner's representative scheduled by Contractor, and shall allow RIDOT the opportunity to participate in each such meeting. Contractor shall also provide RIDOT with copies of all correspondence between Contractor and any Utility Owner within seven (7) Days after receipt or sending, as applicable.

7.6 Inspection of Utility Work

Contractor shall permit Utility Owners to inspect the Utility Work.

7.7 Contracts between Contractor and Utility Owners

Contractor shall not enter into any contract with any Utility Owner that purports to bind RIDOT in any way, nor shall any such contract be deemed to modify the terms of this Contract.

7.8 Policy of Avoiding Relocations

Contractor shall abide by the following requirements: (a) avoid Relocations to the extent practicable; (b) if a Relocation is not reasonably avoidable, protect the Utility in place to the extent practicable; and (c) otherwise minimize the potential costs and delays to the Project relating to Relocations to the extent practicable.

Contractor is hereby notified of the existing fiber optic line within Amtrak ROW. Amtrak will relocate if required by the Design.

7.9 Scheduling and Cost Risks

Contractor shall assume all cost risks and risk of delays to the Project Schedule associated with the Utility Work.

7.10 Utility Diaries/As-Builts

Contractor shall maintain "utility diaries" and a set of As-Built utility maps of a quality acceptable to RIDOT. The standards for preparation of all Design Documents relating to Utilities and final As-Built Drawings shall conform to all applicable RIDOT Standards.

7.11 Utility Services

Contractor shall arrange for establishment and installation of new utility service connections as required for the Facility. Contractor shall be responsible for all Utility charges and costs relating to installation and activation of such services and for all service charges so as to permit the Station to be placed into Revenue Service prior to Final Acceptance; provided that Contractor may recover for any back charges required by any Utility in accordance with Section 15.1. Contractor shall be responsible for all costs relating to

temporary utility services required for design, construction, and testing of the Station.

SECTION 8. PROJECT SCHEDULE REQUIREMENTS

8.1 Project Schedule

The Project shall be undertaken and completed in accordance with the Project Schedule as set forth in this Contract and approved by RIDOT, as revised and updated by Contractor on a monthly basis. The Project Schedule shall be used by Contractor and RIDOT for planning and monitoring the progress of the Work and as the basis for determining the amount of Milestone Payments to be made to Contractor in accordance with the Payment Milestone Plan referenced in Section 14.2. The Project Schedule shall also include interim completion milestones and a proposed date for Substantial Completion, each of which shall be a "Completion Milestone," and a date for Final Acceptance of the Project.

The Project Schedule shall be developed using the latest Primavera software (or approved equivalent), with scheduled activities in durations of not less than five (5) days nor more than thirty (30) days. Activities should also generally have cost allocations of not less than \$10,000 nor more than \$100,000, unless otherwise approved by RIDOT. Two (2) copies of the software used by Contractor shall be provided to RIDOT.

The Project Schedule shall respect the following Completion Milestones:

- Notice to Proceed (NTP)..... July 28, 2017 (EST.)
- Substantial Completion December 31, 2019
- Start of Revenue Service..... .. December 31, 2019
- Final Acceptance:..... December 31, 2020

8.2 Project Schedule Submittals

8.2.1 Project Schedule Submittals

The Initial Project Schedule shall be due to RIDOT within ten (10) Days of the Award, shall be consistent with the Payment Milestone Plan, and shall divide the Work into activities with appropriate logic ties to show Contractor's overall approach to the planning, scheduling and execution of the Work. The Initial Project Schedule shall recognize the requirement to submit Payment Milestones as set forth in Section 14.

The Initial Project Schedule Submittal shall be cost loaded and shall clearly define the progression of the Work from NTP to completion of the Work by using separate activities for (i) all significant Work components, including Design Work; (ii) material and equipment procurement and delivery to the Site or storage locations; (iii) Contractor milestones; and (iv) Substantial Completion and Final Acceptance.

Contractor shall use standard activity identification numbers, descriptions and codes in the Initial Project Schedule and all subsequent schedule submittals, in a manner acceptable to RIDOT. Unspecified

milestones and the use of activity durations, logic ties and/or sequences deemed unreasonable by RIDOT shall not be used in the Initial Project Schedule.

8.2.2 Project Schedule Revisions

Upon review and acceptance by RIDOT of proposed Change Orders and/or schedule recovery plans, such activities shall be incorporated into the current Project Schedule submittal as a Project Schedule revision submittal. Project Schedule revision submittals shall be due within five (5) Business Days of RIDOT's acceptance of Change Orders and/or schedule recovery plans.

Project Schedule revision submittals shall be cost loaded and shall include a comprehensive listing of all activities added to or deleted from the Project Schedule, as well as a complete listing of all logic and activity changes that have been made. Any change in the allocation of the Price among Project activities shall also be reflected in the Project Schedule revision submittals. All changes in the Project Schedule revision submittal must be fully described in an accompanying narrative.

8.3 Monthly Progress Reports

Within five (5) Days from the start of each month, Contractor shall prepare and submit monthly progress reports detailing the activities that took place during the previous one-month period. The progress reports shall discuss activities undertaken, problems/issues arising from activities undertaken, activities planned to start in the coming month, and overall schedule status. The progress reports shall also address in detail the areas of safety, labor harmony, disadvantaged business enterprise attainment, if any, minority and women work force attainment, if any, Utility coordination, submittal status, quality control and quality assurance issues and a listing (including status) of any pending changes, disputes or claims. The monthly project reports shall be submitted as attachments to Contractor's Payment Request as provided in Section 14.2.

8.4 Recovery Schedule

If the Work is delayed on any Critical Path for a period which exceeds the greater of (a) fifteen (15) Days in the aggregate; or (b) that number of Days in the aggregate equal to five percent (5%) of the Days remaining until the Completion Deadline, then Contractor shall include as part of the next Project Schedule revision submittal, a recovery schedule demonstrating Contractor's program and proposed plan to regain lost schedule progress and to achieve Substantial Completion and Final Acceptance by the deadlines specified herein or as approved by RIDOT.

All costs incurred by Contractor in preparing and achieving the Recovery Schedule shall be borne by Contractor and shall not result in a change to the Price, except to the extent that a change in the Price is permitted in accordance with Section 14.

If a Recovery Schedule change to the Project Schedule would be required in order to achieve Substantial Completion by the Completion Deadline as the result of an event described in Section 14, RIDOT will have the right, in its sole discretion, to decide whether to allow a time extension (with no extended overhead or other delay damages payable except as provided in Section 14) or to require implementation of the Project Schedule without such time extension. In such event, Contractor shall submit to RIDOT at least two alternative Change Order forms, one of which shall include a Recovery Schedule and show the proposed Acceleration Costs associated with the Recovery Schedule, and the other which shall provide for an extension of the Completion Deadline without any increase in the Price, except as provided in

Section 15. If RIDOT elects to implement the Recovery Schedule instead of a time extension, RIDOT will issue a Change Order modifying the Price to account for additional Acceleration Costs. If it is not feasible to recover to the then current Completion Deadline or if Contractor believes that the costs associated with such a recovery are prohibitive, then Contractor shall recommend a new Completion Schedule to be shown in the alternative Change Order form.

In the event that a Recovery Schedule is required hereunder, Contractor shall have no right to receive Milestone Payments until such time as Contractor has prepared and RIDOT has approved such Recovery Schedule.

8.5 Substantial Completion and Completion Deadlines

Contractor shall achieve Substantial Completion by December 31, 2019, and shall otherwise achieve the Completion Milestones as set forth in the Project Schedule. Said deadline for Substantial Completion will be considered a Completion Deadline, at which point RIDOT will be deemed to have achieved Beneficial Occupancy of the facility.

8.6 Final Acceptance and Acceptance Deadline

Contractor shall achieve Final Acceptance by December 31, 2020. Said deadline for Final Acceptance, as it may be extended hereunder, is referred to herein as the "Acceptance Deadline."

8.7 Extension of Date for Substantial Completion or Acceptance Deadline

Except as otherwise specifically provided in Section 15, RIDOT will have no obligation to extend the date identified for Substantial Completion or the Acceptance Deadline, and Contractor shall not be relieved of its obligation to achieve the Completion Milestones described in the Project Schedule and to achieve Substantial Completion by the dates specified and Final Acceptance by the Acceptance Deadline.

SECTION 9. CONSTRUCTION

9.1 Source of Supply and Quality of Materials

Materials to be used in the Work will be subject to inspection and replacement as described in the Contract Documents. Quality of all materials will conform to RIDOT Standards, Industry Standards or Utility Owner requirements as applicable. Contractor shall be responsible for plant inspection (both on-Site and off-Site), material testing (both on-Site and off-Site) and inspection as set forth below.

Manufacturer's test reports may supplement the inspections, sampling, testing and certification provisions. When material that cannot be identified with specific test reports is proposed for use, QA staff may, at their discretion, select random samples from the lot for testing by Contractor, or at Contractor's expense, by another appropriate testing party, as determined by QA staff. The minimum number of such samples and test specimens will be at the discretion of QA staff.

When requested by RIDOT, Contractor shall allow QA staff to sample all materials to be incorporated into the Work. No material that is subject to such a request shall be used prior to approval by QA staff.

Manufacturers' warranties, guarantees, instruction sheets, parts lists and other material which are furnished with certain articles or materials incorporated into the Project shall be delivered to QA staff prior to completion of construction.

9.2 Plant Inspection

RIDOT may inspect the production of material or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until RIDOT is assured that Contractor and the producer of the material shall fully cooperate with and assist in such inspection. RIDOT will have free entry at all reasonable times to such parts of the plant as concerns the manufacture or production of materials.

Plant and other inspections by RIDOT will in no way constitute acceptance of the elements being produced. This responsibility rests with Contractor's QC staff. Any deviations from approved shop drawings during fabrication shall require that revised drawings be submitted to Contractor's design engineers for their approval. The fabricators shall not have the right to make any changes to the Design without approved shop drawings from Contractor's engineer.

9.3 BuyAmerica

Contractor is required to comply with "Buy America" requirements as set forth in 49 U.S.C. s. 53230(or most current) and the FTA's implementing regulations at 49 CFR Part 661 (or most current) and in accordance Contractor's certification in Exhibit P.

9.4 Materials on Site

Contractor may use materials such as stone, gravel, sand or other materials found in excavations within the area of construction if such material meets RIDOT Standards. In order to re-use these existing materials, QC staff shall verify independent gradation and other laboratory testing reports that prove the material is in compliance with project specifications. Sufficient samples shall be taken to ensure uniformity and continued compliance with previously submitted testing reports as material gradation and quality can vary significantly within a given natural deposit.

RIDOT reserves the right to audit and perform QA or independent testing of all materials. If requested by RIDOT, Contractor shall collect and transport samples under the direction of RIDOT for laboratory verification. Material that is excavated and does not meet RIDOT Standards shall be removed as excess material from the Site, and shall be disposed of offsite by Contractor at no additional cost.

9.5 Inspection and Testing

Contractor shall perform whatever inspection, sampling and testing Contractor deems appropriate in order to comply with its obligations under the Contract Documents and in accordance with its QA/QC Plan. At all points in performance of the Work at which specific inspections or approvals by RIDOT is required by the Contract Documents, Contractor shall not proceed beyond that point until RIDOT has completed such inspection or approval or waived its right to inspect or approve, which waiver will be in writing. Any testing and inspection conducted by RIDOT supplements, but in no way replaces, testing and inspection required of Contractor.

As part of RIDOT's oversight role, all materials and each part or detail of the Work will also be subject to inspection and testing by RIDOT. When any Utility Owner is to accept or pay for a portion of the cost of the Work, its respective representatives will have the right to inspect such work. Such inspection does not make such Person a party to this Contract, nor will it change the rights of the Parties.

At all times before Final Acceptance, Contractor shall remove or uncover such portions of the finished Work as directed by RIDOT. After examination by RIDOT, Contractor shall restore the Work to the standard required by the Contract Documents. If the Work exposed or examined is not in conformance with the requirements of the Contract Documents, then uncovering, removing and restoring the Work and recovery of any delay to any Critical Path occasioned thereby shall be at Contractor's sole expense. In the event that (i) Contractor provides adequate notice requesting RIDOT to inspect the Work; (ii) RIDOT fails to so inspect; (iii) RIDOT subsequently directs that Contractor remove or uncover such portions of the Work; and (iv) the Work is found to have been completed in accordance with the Contract Documents, then Contractor shall be reimbursed the cost of removal or uncovering the Work. Any Work done or materials used without adequate notice to and opportunity for prior inspection by RIDOT may be ordered uncovered, removed or restored at Contractor's expense, even if the Work proves acceptable to RIDOT after uncovering.

9.6 Nonconforming Work

Nonconforming Work is Work that RIDOT determines does not conform to the requirements of the Contract Documents. Nonconforming Work shall be removed and replaced so as to be in conformity with the requirements of the Contract Documents, at Contractor's sole expense, and Contractor shall promptly take all action necessary to prevent similar deficiencies from occurring in the future. The fact that RIDOT may not have discovered the Nonconforming Work shall not constitute an acceptance of such Nonconforming Work. If Contractor fails to correct, or to begin correction of, any Nonconforming Work within ten (10) Days of receipt of notice from RIDOT requesting correction, then RIDOT may cause the Nonconforming Work to be remedied or removed and replaced and may deduct the cost of doing so from any moneys due or to become due to Contractor and/or obtain reimbursement from Contractor for such cost.

Contractor shall be solely responsible for the costs of remedial actions to correct Nonconforming Work. Contractor shall not be entitled to any adjustment to the Price or time extensions due to Nonconforming Work or the remedial actions required.

9.7 Supervision and Construction Procedures

Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures and Site safety, and for coordinating all portions of the Work under the Contract Documents, subject, however, to all requirements contained in the Contract Documents.

Contractor shall be solely responsible for implementing, maintaining and supervising the Health and Safety Plan. Contractor shall take all reasonable precautions and be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to (a) all employees of Contractor and its Subcontractors performing the Work and other persons who are on Site or would reasonably be expected to be affected by the Work; (b) the Work and materials and equipment to be incorporated therein; and (c) all other property on, adjacent to, or near the Site.

Contractor shall provide appropriate security for the Site and shall be responsible for damage or loss to all property at the Site owned by Contractor, RIDOT or any other Person that results from Work or is directly related to Contractor's actions.

Contractor shall ensure that all of its activities and the activities of its employees, agents, officers and Subcontractors and all other Persons for whom Contractor may be legally or contractually responsible are undertaken in a manner that shall minimize the effect on surrounding property and the public to the maximum extent practicable.

In the event of Contractor's discovery of any cultural, historic, archaeological or paleontological resources that have not been identified in the Contract Documents, Contractor shall immediately notify RIDOT thereof. Such notification is to be followed immediately by written notification. Contractor shall immediately stop work in and secure the affected area pending further instructions. In such event, RIDOT will view the location within 24 hours of receipt of such notification and will advise Contractor at that time whether Work should be resumed or whether further investigation is required.

RIDOT will promptly conduct such further investigation as RIDOT deems appropriate. RIDOT will use reasonable efforts to determine within five (5) Business Days after receipt of such notification whether the resource or condition falls within the scope of the preceding paragraph, and will immediately notify Contractor of its determination once it is made. RIDOT will also advise Contractor of any action to be taken regarding the situation. If a paleontological or historic resource is present, the notice will advise Contractor of RIDOT's intended course of action with respect thereto, and whether the location should be fenced off or otherwise restricted, or whether Work may resume.

RIDOT will have the right to require Contractor to recommence Work in the location at any time, even though an investigation may still be ongoing. Contractor shall promptly recommence Work in the area upon receipt of notification from RIDOT to do so. On recommencing Work, Contractor shall follow all applicable procedures contained in the Contract Documents and all other legal requirements with respect to such Work, consistent with RIDOT's determination or preliminary determination regarding the nature of the material or condition.

Notwithstanding the foregoing, Contractor shall not be obligated to stop Work upon (a) discovery of any resources or conditions that the Contract Documents indicate are present in the location in question, or (b) where Contractor can take actions pertaining to the resources or conditions permitted under the terms of a Governmental Approval. Contractor shall provide prompt notice to RIDOT of any such discovery.

9.8 Roles and Responsibilities

RIDOT is the owner of the constructed Project and, therefore, has an interest and a duty to perform due diligence on behalf of the public to audit the processes and selected elements of the Work. The auditing is necessary and shall be accommodated by all members of Contractor's organization and its agents. While RIDOT will be auditing and reviewing aspects of the work, including QA testing, Contractor maintains the sole responsibility for quality, safety, compliance with all applicable Laws, and other components, both direct and indirect, of the Work.

9.9 Commencement of Construction

Contractor shall not commence construction of any portion of the Project prior to occurrence of all the following events, except with the prior written approval of RIDOT:

- (a) Contractor shall have prepared and delivered to RIDOT (i) the Health and Safety Plan; (ii) in cases where planned construction involves or may involve contact with CM, the CM Management Plan; (iii) the cost loaded Project Schedule; and (iv) the QA/QC Plan;
- (b) all requirements of the QA/QC Plan that are a condition to such construction shall have been met;
- (c) all Governmental Approvals necessary for construction of the applicable portion of the Project shall have been obtained and all conditions of such Governmental Approvals that are a prerequisite to commencement of such construction shall have been performed;
- (d) all required insurance and bonds shall remain in full force and effect; and
- (e) Contractor shall have completed all required investigations to establish and confirm the existence and location of Utilities in such portion of the Project.

Any start of construction shall be at the sole and complete risk of Contractor, and any changes, reconstruction, removals and Schedule delays required for compliance with the final approved Design Documents shall be at Contractor's sole cost and expense. If the approved Design Documents for the Project require changes to the Work previously performed, Contractor shall make such changes to the Work at its sole cost and expense, and with no contract time extension.

9.10 Construction Criteria

9.10.1 Demarcation of Amtrak Property Lines

Contractor shall recover existing bounds, and install new permanent granite bounds as required, at each corner point of Amtrak-owned property within the Site. Contractor shall install and maintain, during the construction of the Project until permanent fencing is installed, wooden stakes painted orange and marked "Amtrak PL" along all Amtrak property lines within the project area. Stakes shall be placed at each corner point and at 200 foot intervals on tangents and 50 foot intervals on curves.

9.10.2 Temporary Erosion and Siltation Control

Contractor shall provide temporary erosion and sedimentation control in accordance with RIDOT Standards. Contractor shall provide temporary erosion and sedimentation control in the form of staked hay bales with siltation fence (or other acceptable approved means) in accordance with the requirements of National Pollutant Discharge Elimination System ("NPDES") Program General Permit for Stormwater Discharges from Construction Sites. Staked hay bales with siltation fence shall be installed up-gradient of drainage structures. The row of staked hay bales with siltation fence shall be inspected and maintained through the duration of construction. The maintenance and inspection of these facilities shall be performed by a qualified individual designated by Contractor. Inspections shall be performed, at a minimum, weekly and following any storm event of rainfall of 0.5 inches or more, or any snowfall, within

twenty-four (24) hours. An inspection and maintenance report shall be completed by the designated individual immediately following each such inspection. Hay bales and silt fence shall be removed when no longer required by Contractor and property disposed of or recycled off-site.

9.10.2.1 Housekeeping and Maintenance of the Site

Contractor acknowledges that the adjacent private development shall remain open and continue operating and that customers will park automobiles on surface parking areas adjacent to the Site. Contractor further acknowledges that it is important to protect customers and other visitors to the adjacent development and their property from dust, debris, fumes and noise. Contractor shall be responsible for controlling rodents in construction areas and minimizing the generation of dust, noise, and pollution by construction activities. Contractor shall keep the Site clean and free from rubbish and debris, and shall abate dust by cleaning, sweeping and sprinkling water or other means as necessary. The use of water resulting in mud on streets and paved areas shall not be permitted as a substitute for sweeping and other methods. Contractor shall take care to prevent spillage on haul routes. Any such spillage shall be removed immediately and the affected area shall be cleaned.

Contractor shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as shall violate applicable Environmental Laws or Governmental Approvals.

As construction is completed on a daily basis, paved surfaces adjoining the Project shall be broomed clean and other surfaces of the Site raked clean. In addition, Contractor shall adhere to the dust control, erosion control, noise abatement and other site procedures required by the Contract Documents. If Contractor defaults or neglects to maintain the Project free from accumulation of waste and rubbish as set forth above or otherwise fails to comply with use of site and clean-up procedures, and fails within a twenty-four (24) hour period after receipt of oral notice from RIDOT, subsequently confirmed in writing, to commence and continue correction of such default or neglect with diligence and promptness, RIDOT may after such twenty-four (24) hour period, immediately, without prejudice to other remedies that RIDOT may have, correct such deficiencies. In such a case, RIDOT will deduct from payments then or thereafter due Contractor, the cost of correcting such deficiencies. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference upon demand.

9.10.3 Protection of Drainage Structures

Contractor shall keep construction material away from drainage structures.

9.10.4 Protection and Restoration of Property and Landscape

Public and private property shall be preserved at all times. Land monuments and property markers shall not be moved, disturbed or damaged until Contractor's registered land surveyor has witnessed or referenced their location.

Contractor shall be responsible for damage or injury to public or private property resulting from any act, omission, neglect or misconduct in the method of executing the Work, defective work or materials, or nonperformance of the Contract.

Contractor shall restore any damaged or injured property to a condition similar or equal to that existing before the damage or injury occurred. The repairing, restoring, rebuilding or making good such damage or injury shall be at no additional cost.

9.10.5 Geotechnical Monitoring

Geotechnical instrumentation shall be designed to monitor existing structures within two hundred (200) feet of driven piles (if used) during construction, in accordance with RIDOT's Specifications for Pre- and Post-Construction Condition Survey of Existing Structures (Exhibit C). Contractor shall determine acceptable movements and vibrations that adjacent structures can safely accommodate, in accordance with accepted practice. Contractor shall design instrumentation for adjacent structures appropriate for potential construction impacts. Threshold and limiting values for instrumentation readings shall be determined to limit construction impacts to acceptable levels, in accordance with accepted practice. The instrumentation limit values shall be selected so that construction can proceed with the ability to modify operations before unacceptable damage occurs should impacts be greater than anticipated.

9.10.6 Maintenance and Protection of Railroad Traffic/Limitations of Operations

Contractor shall maintain and protect railroad traffic within the Project in accordance with RIDOT and Amtrak Standards.

Construction operations shall be conducted in a manner and sequence that assures the least interference with ongoing railroad traffic. RIDOT may require a section of work to be finished before starting work on any additional sections whenever essential.

Five (5) Days' notice shall be given before any night work is commenced. Night work shall only be allowed if adequate lighting is provided for performing satisfactory inspection and construction operations, and only if approved by RIDOT. Contractor shall be responsible for coordinating all night time activities with the approval of the City of Pawtucket.

Amtrak will advise (in an upcoming Addendum) track outage limitations but has preliminarily advised limited 4 hour outages due to the congested train and freight traffic.

9.10.7 Flagger/Traffic Officer Services

Contractor shall provide flagger and/or traffic officer services during construction to facilitate the movement of vehicles in and around the construction area. Traffic officer services shall be arranged at least 48 hours in advance. Flaggers shall be used to manage safe construction in proximity to Amtrak's right of way and to control traffic circulation on the Site. The costs for flaggers and/or police services shall be included in the Price.

9.11 Utility Crossings -Location, Protection, and Relocation

Contractor shall obtain and review available record plans, conduct ground surveys, and excavate test pits as required to determine the existence and location of all existing overhead and underground Utilities within the limits of the Project that may be impacted by the Work. Contractor shall minimize unnecessary relocation of Utilities.

Contractor shall provide maintenance and protection of existing Utility crossings by means of relocation, encasement, structural relief slabs, or reconstruction. Utility relocations shall be in accordance with the requirements of the respective Utility Owner, RIDOT Standards, and all Local Agencies and Approvals. Structural relief slabs shall only be provided where the respective Utility Owner considers other available means of protection inappropriate. Utility protection by means of encasement will utilize reinforced concrete or steel casing sleeves conforming to the requirements of RIDOT Standards. Size, location and

layout of Utility sleeves shall meet the requirements of the respective Utility Owner.

9.12 Americans with Disabilities Act (ADA)

All construction shall provide for convenient and safe pedestrian demands and conform to ADA requirements. All signs, utility poles, traffic signal equipment, hydrants, and other fixtures shall be located so as not to obstruct pedestrian walkways and to provide the required walkway width. Handicapped spaces (if indicated on the plans) shall be located as provided in the Conceptual Design.

9.13 Geotechnical

9.13.1 General

Contractor shall perform all necessary geotechnical investigations, testing, research, and other measures appropriate to confirm the conditions of the Site to be used by Contractor to complete the Work. Contractor shall be responsible for all grading and related work such as remedial excavation for contaminated or unsuitable material, landslide removal and/or stabilization, embankment foundation settlement monitoring, earthwork balancing, maintenance of existing drainage patterns and hydrology, etc., required for construction of the Project.

Contractor shall obtain all Governmental Approvals necessary for geotechnical investigations, including Dig Safe, and all approvals required for grading, drilling permits, and groundwater protection from contamination. No grading operations for the Project or on any portion of the Project shall commence until the Project geotechnical report(s) for the area of grading has been approved by the QA Administrator.

9.13.2 Investigations by RIDOT

A geotechnical data report, included in the RFP Informational disk, has been prepared for the Project and is provided to Contractor as part of the Conceptual Design.

9.13.3 Use of Geotechnical Information

Contractor shall use the existing sub-surface information provided in the Contract Documents; provided however, that it is provided for information purposes only. While RIDOT-provided information does identify sub-surface conditions at the exact location of specific borings, the information may not necessarily show the actual nature of the material that may be encountered in the excavation. The report is preliminary in nature and RIDOT does not assume any responsibility for its accuracy; and any further interpretations of subsurface conditions beyond or in addition to that information are Contractor's sole responsibility. No claim will be considered if Contractor attempts to rely on the report in the preparation of its proposal or for its construction operations. Material encountered in the excavation may include various materials such as rock fill, water pipes, gas pipes, electrical conduit and other utility services, and may also include various other materials from previous constructions. This Contract will be considered as a mutual agreement that the removal and disposal of all material encountered in the excavation, regardless of their nature or size, will be considered as included under the general items for excavation.

9.13.4 Geotechnical Reports

- Any geotechnical investigations, laboratory testing, analyses, foundation designs and recommendations to be performed and provided by Contractor shall be presented in a report conforming to RIDOT Guidelines for Preparation of Geotechnical Reports. Any such reports shall include (1) characterization of the subsurface conditions; (2) derivation of index and engineering properties of the foundation soils; (3) determination of the behavior and performance of the foundation soils, and materials across, through and on which the Project is to be constructed; (4) properties of soils requiring remedial excavations/treatment; and (5) foundations for structures, including retaining walls. The geotechnical report(s) shall also address the issue of liquefaction in a seismic event based on investigation and analysis.
- The reports shall be bound in 3-ring loose leaf binders with titles shown on front, spine, and back. These titles shall identify Contractor, area of coverage, and date of report. Each report shall be signed and sealed by a geotechnical engineer registered to practice in Rhode Island.
- Contractor shall prepare geotechnical report addenda to incorporate changes made during the Work. Any such addenda shall be incorporated into the geotechnical report.
- Each report shall be accompanied by a separate bound volume containing all applicable calculations. The calculations shall be ordered by sections, with section and page numbers properly indexed. Each sheet shall be signed by the person performing the calculation and by the checker/reviewer. All revisions and back calculations shall be initialed.

9.14 Survey

9.14.1 General

- (a) Contractor shall furnish all surveys necessary to complete Work in conformance with Contract requirements.
- (b) RIDOT has prepared base mapping for the Project which is included in the BTC on the RFP Informational disk.
- (c) Contractor shall review existing survey data and determine the requirements for new and additional survey and mapping data. Contractor shall be responsible for the final precision and accuracy of all survey and mapping work.
- (d) Contractor's surveys shall meet all applicable requirements of the Contract Documents. All survey work shall meet RIDOT Standards. All field notes are to be recorded in Field Survey Notebooks. These notebooks are to be turned over to RIDOT at the end of the Work, either by hand or in electronic format.
- (e) Contractor shall furnish to RIDOT surveying and mapping data in both electronic and hard copy formats. Final hard copy plan sheet deliverables shall be on 24" x 36" Mylar sheets and (1) CD-ROM.

9.14.2 Survey Research and Field Investigation

Contractor's land surveying and mapping tasks shall:

- (a) Maintain the primary horizontal and vertical control network necessary for construction. Contractor may utilize the control network established by RIDOT; however, RIDOT does not warrant the accuracy of survey or existence of bounds and other monuments; and
- (b) include Plan, schedule, and complete surveys for the following items:
 - (i) topographic features;
 - (ii) base mapping;
 - (iii) drainage; and
 - (iv) utility detection and location.

9.14.3 Horizontal Control

All horizontal data for the Project shall be in the Rhode Island State Plane Coordinate System (SPCS) on the North American Datum of 1983, English (NAD 83) and shall meet Second-Order, Class 1 standards.

9.14.4 Vertical Control

Vertical control for the Project shall be established on the North American Vertical Datum of 1988, English (NAVD 88) and shall meet Second-Order, Class 2 standards.

9.14.5 Electronic Field book (EFB) Data

The use of an EFB to collect and store raw data shall follow RIDOT Standards. Original raw data shall always be preserved, and any changes or corrections made to field data, such as station name, height of instrument, or target shall be documented. Raw field data shall also be preserved in hard copy output forms similar to a conventional Field book.

9.14.6 Survey Notebook Data

Field survey data and sketches which cannot be efficiently recorded in the EFB should be recorded in a field survey notebook and stored with copies of electronic data.

9.14.7 Electronic Deliverables

All collected survey data and Digital Terrain Models (DTM) shall be created and submitted using AutoCAD.

9.14.8 Permanent Survey Control Network

- (a) Contractor shall establish and maintain a permanent survey control network. Contractor shall replace all existing survey monuments and control points disturbed or destroyed

by Contractor.

- (b) Contractor shall make all computations necessary to establish the exact position of the control points based on the primary control. A listing of all coordinate values, original computations, survey notes, and other records made by Contractor shall be supplied to RIDOT to be reviewed and approved as a condition to Final Acceptance. Contractor shall replace any control points requiring replacement as a condition to Final Acceptance.
- (c) Contractor shall employ qualified engineering personnel to insure adequate control and shall furnish and set stakes of the quality used by RIDOT for control staking. Rough stakes may be used to denote top and bottom of slopes, edge of pavement, gutter lines, etc.
- (d) Contractor shall furnish and set, at its own expense, all remaining stakes (such as batter boards, slope stakes, pins, offset stakes, etc.) required for the construction operations and Contractor shall be solely responsible for the accuracy of the line and grade of all features.

9.15 Documentation

During performance of the Work, Contractor shall collect and preserve the following data in written form acceptable to RIDOT:

- (a) daily manpower and equipment reports for Contractor and each Subcontractor for construction-related activities;
- (b) daily occurrence logs for construction-related activities maintained by Contractor's project executive or his designee(s), in which shall be recorded daily in narrative form all significant occurrences on the Project, including (i) weather; (ii) asserted Force Majeure events; (iii) events and conditions causing or threatening to cause any significant delay or disruption or interference with the progress of the Work; (iv) significant injuries to person or property; (v) a listing of each activity depicted on the current Project Schedule status submittal which is being actively prosecuted; and (vi) a daily record of all labor, materials and equipment expenses which are being incurred. For any Utility-related Work, such data shall be maintained separately for each Utility. For OHM Management, such data shall be maintained separately. If it becomes necessary to progress Work for which a Change Order has not been executed or that may be subject of a future claim, Contractor shall identify such Work on separate daily occurrence logs;
- (c) Quality records documenting all QA/QC Plan operations, inspections, activities and tests performed, including the work of Subcontractors. Such records shall include any delays encountered and work that does not conform to the requirements of the Contract Documents, together with the corrective actions taken regarding such work;
- (d) certifications and QC Reports;
- (e) a monthly written certification by the QA Administrator, delivered to RIDOT with each invoice, indicating that the QA/QC Plan and all of the measures and procedures provided

therein are functioning properly and are being fully complied with;

- (f) weekly written certification, delivered to RIDOT, with factual evidence that required activities and tests have been performed, including (i) type, number, and results of QA/QC Plan activities, including reviews, inspections, tests, audits, monitoring of work performance, and materials analysis; (ii) related data such as qualifications of personnel, procedures, and equipment employed; (iii) the inspector or data recorder, the type of test or observation employed, the results and the acceptability of the work and action taken in connection with deficiencies; and (iv) with respect to any Nonconforming Work, the nature of the Nonconforming Work and causes for rejection; the proposed corrective action; corrective actions taken; and results of corrective actions;
- (g) certified weekly payroll reports that affirm that all employees working on the project have been paid wages in accordance with the prevailing wage rates contained in Exhibit H; and
- (h) Material certificates of compliance at completion, submitted with the As-Built Drawings and signed by Contractor's project manager and QA Administrator indicating that all materials incorporated in the Project conform to Contract requirements.

9.16 Shop and Working Drawings

Contractor's construction team shall generate shop and working drawings as necessary to clearly define, control, construct, and inspect the Work. These working drawings shall be sent back to Contractor's engineering team for review and internal approval. All such drawings shall be prepared by a professional engineer registered in the state, and shall be stamped approved for construction and signed by Contractor's engineering team prior to them being considered approved.

Contractor shall consult with RIDOT as necessary, in the review of shop and working drawings, and shall coordinate the preparation, submittal and review of all such shop and working drawings. Where permits are required from Utilities, shop and working drawings shall be submitted to them for review and approval in accordance with their requirements.

Shop and working drawings for the permanent Work shall include structural steel fabrication plans, anchor bolt layouts, shop details, erection plans, equipment lists and any other information specifically required by the QA Administrator, Contract Documents, or Utilities. The shop and working drawings shall be reviewed and approved by Contractor's design engineers who prepared the Design Documents.

Shop, working drawings and calculations for excavation shoring, cribs, falsework, overhead signs, temporary support systems, formwork and other temporary work that describe the methods of construction proposed to be used for the Work shall be prepared by Contractor and reviewed by Contractor's design engineer in accordance with the QA/QC Plan. RIDOT will not review or regularly receive copies of these submittals unless it specifically requests such documents. Receipt of submittals for temporary work by RIDOT will in no way constitute approval of the planned work or acceptance of any liability by RIDOT.

Contractor shall obtain all necessary approvals for shop and working drawings. Said approvals, along with copies of all approved drawings, shall be provided to RIDOT one (1) Business Day prior to the start of any

Work detailed by those drawings. No changes shall be made by Contractor in any approved shop or working drawing after it has been approved.

9.17 Testing and Completion Milestones

Contractor shall complete the Work, including completing testing of the Work, on a schedule to permit RIDOT to test the Station consistent with the Completion Milestones related to achieving Final Acceptance as set forth in Section 8.1. Contractor shall perform, and coordinate with RIDOT's review of, the testing of the Station prior to Beneficial Occupancy.

9.18 Conditions to Final Acceptance

Contractor shall deliver the following to RIDOT as a condition of Final Acceptance. Delivery of such items in a format and manner consistent with RIDOT Standards will be required as a condition to final release of retainage:

9.18.1 As-Built Drawings

Contractor shall deliver As-Built Drawings of the entire project to RIDOT. As-Built Drawings shall consist of all of the approved design drawings that have been modified and corrected to depict the Project as finally and actually constructed. Contractor shall deliver two full size hard copy sets on paper and two copies of the electric files on CD-ROM.

9.18.2 Miscellaneous End of Project Deliverables

Contractor shall deliver to RIDOT at least one set each of the following items:

- (a) Project Directory of names and addresses;
- (b) shop fabrication plans;
- (c) vendor's equipment and installation drawings;
- (d) equipment operation and maintenance manuals;
- (e) certificate of use and occupancy;
- (f) permits;
- (g) miscellaneous test reports, including fire alarm test report and sprinkler test report;
- (h) Contractor's warranty with Manufacturers' Extended Warranties;
- (i) Subcontractor warranties; and
- (j) Pedestrian Bridge Maintenance Plan.

9.18.3 Final Clean-up

As a prerequisite to Final Acceptance of the Project, Contractor shall remove and dispose of all debris, excess materials, temporary structures, and construction equipment from the Site and all parts of the Project shall be left in a neat and presentable condition.

9.19 Subcontracts

The following requirements shall apply to all Subcontracts:

- (a) Notwithstanding any subcontract or contract with any Subcontractors, Contractor shall be fully responsible for all of the Work. RIDOT will not be bound by any Subcontracts, and no Subcontract will include a provision purporting to bind RIDOT;
- (b) As soon as a potential Subcontractor has been identified by Contractor, but in no event less than fourteen (14) Days prior to the scheduled initiation of Work by such proposed Subcontractor, Contractor shall notify RIDOT, in writing, of the name and address of such Subcontractor; and
- (c) Each Subcontract shall include terms and conditions sufficient to ensure compliance by the Subcontractor with all applicable requirements of the Contract Documents, and shall include those terms that are specifically required by the Contract Documents to be included therein. All Subcontracts (including Subcontracts with Suppliers) shall incorporate terms substantially similar to those contained in this Contract (specifically including a contract by the Subcontractor to participate in any dispute review proceeding pursuant to Section 24 of this Contract, if such participation is requested by either RIDOT or Contractor).

END VOL. II - (Additional Section to be added by Add