

SPECIFICATIONS – JOB SPECIFIC

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SECTION 105.02

PLANS AND SHOP DRAWINGS

Unless otherwise modified elsewhere in the Contract Documents, Section 105.02 of the Rhode Island Standard Specifications for Road and Bridge Construction is revised as follows:

Delete Subsection **105.02 PLANS AND SHOP DRAWINGS** in its entirety and replace with the following:

105.02 PLANS AND SHOP DRAWINGS. Plans will show details of all structures, lines, grades, typical cross sections of the roadway, location and design of all structures and a summary of items appearing on the Proposal. Bridge plans will either show all dimensions and details necessary for complete construction or such information that when supplemented by additional field data gathered by the Contractor will enable the Contractor to prepare complete shop drawings.

The Contractor shall keep one set of Plans available at the site at all times, and shall provide approved shop drawings to the Engineer upon request.

All shop drawings shall be submitted in a timely fashion such that the Contractor's accepted schedule will not be adversely impacted by the submittal process. Shop drawings shall consist of such detailed Plans as required to control the work that is not included in the Plans furnished by the Department. They shall include, but not be limited to, stress sheets, erection plans, false-work plans, sheeting plans, cofferdam plans, bending diagrams for reinforcing steel or any other supplementary plans or similar data required of the Contractor. All shop drawings submittals shall be complete, incorporating all associated components of work so affecting the item for which the shop drawing is submitted. The Contractor is solely responsible for the completeness of all submissions. Incomplete shop drawings will be returned to the Contractor for resubmission.

The Contractor shall submit eight (8) sets of shop drawings to the Engineer and two sets simultaneously to the Design Consultant. Shop drawings shall be accompanied by eight (8) sets of design computations, cuts from manufacturers' catalogs, and/or all other supporting technical bulletins and data. The submission to the Design Consultant shall be by courier or overnight delivery. The Design Consultant for this project is:

Gordon R. Archibald, Inc.
200 Main Street
Pawtucket, Rhode Island 02860
Attention: John M. St. Cyr, P.E.
Phone: 401-726-4084
Office Hours: 8:00 AM – 4:30 PM

Engineering shop drawings and design computations shall be stamped **only** by a Rhode Island Registered Professional Engineer. The stamping of Plans for professional design shall be in accordance with the applicable requirements of the Rhode Island Board of Registration for Professional Engineers, or other Boards of Professional Registration, as applicable.

Within twenty-one (21) calendar days of submission, all shop drawings will be reviewed by the Engineer and returned to the Contractor for appropriate action. The twenty-one (21) calendar day time frame starts with the submission of the eight (8) sets of shop drawings to the Engineer.

Shop drawings that are found to be erroneous, lacking information necessary to control construction, or not in conformance with accepted design criteria will be disapproved and returned to the Contractor. The Contractor shall address the Engineer's comments and resubmit revised shop drawings and/or design computations.

Shop drawings must be approved by the Engineer prior to commencement of the work involved. Such review and approval does not relieve the Contractor of any responsibility under the Contract for the successful completion of the work to the satisfaction of the Engineer. The Engineer's responsibility is solely for the limited purpose of reviewing and approving the shop drawings for general conformance with the design intent of the project and general compliance with the information given in the Contract Documents. The Contractor retains sole responsibility for the accuracy of calculations; for confirming and correlating all quantities and dimensions; for selecting fabrication processes and techniques of construction; for means and methods of construction; for coordinating work with all other work; and for performing all work in a safe and satisfactory manner. There shall be no claims for additional payment by the Contractor, nor will there be an extension of the project Completion Dates for any corrective actions necessary as a result of shop drawing errors and omissions.

Each and every copy of the shop drawings and data shall bear the Contractor's stamp showing that they have been checked and that the Contractor has determined and verified all materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within this submittal with the requirements of the Contract Documents and as required with all trades and all public agencies involved. Sole responsibility for the shop drawings shall remain with the Contractor. Each Contractor's stamp shall be signed by the responsible authorized representative of the Contractor. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be considered incomplete and returned to the Contractor for conformance with this requirement.

There shall be no claims for additional payment by the Contractor, nor will there be an extension of the project Completion Dates for delays resulting from resubmissions due to incomplete shop drawings; for the time taken by the Contractor to submit revised shop drawings caused by an erroneous submission; or by a previous submission either lacking the information necessary to control construction; or for not conforming to accepted design criteria. In addition, the time taken by the Engineer to review the revised shop drawings will not constitute justification for an extension of the project Completion Dates.

The Contract price will include the cost of furnishing all shop drawings.

Replace **Subsection 108.01; Subletting of Contract**, page 1-56 of the Standard Specifications for Road and Bridge Construction (Amended 2013) in its entirety with the following.

SECTION 108

PROSECUTION AND PROGRESS

108.01 SUBLETTING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, without written consent of the Engineer. If the Engineer gives such consent, the Contractor will only be permitted to sublet a portion thereof. The Contractor shall perform with its own organization work amounting to not less than 40 percent of the adjusted contract cost. The adjusted contract cost is the total contract cost less the total cost of subcontract specialty items listed in the Proposal. Specialty Items are defined in **Subsection 101.63**.

No subcontracts or transfers of Contract shall relieve the Contractor of liability under the Contract and Bonds. A copy of written agreements with subcontractors must be submitted when making application to sublet any work under the Contract. The Contractor shall not require or withhold retainage from subcontractors. Furthermore, no agreements between the Contractor and its subcontractors or vendors shall create any "third party" relationships between said subcontractors or vendors and the State.

The Contractor shall provide written notice to, and obtain prior written consent from the Engineer, before allowing any subcontractor to sublet any portion of its work to a lower-tier contractor.

CODE 108.1000

PROSECUTION AND PROGRESS

In accordance with **Section 108.08, Failure to Complete on Time, Para. a., Phased and Interim Completion** the following defines the Phase and Interim Completion Dates and Associated Liquidated Damages:

Interim Completion: 90 days from Notice to Proceed

All work up to and including the installation of the steel repair plates on Joslin Road Bridge No. 672 shall be completed; final painting will not be required by this date.

Liquidated Damages: \$1,200 per calendar day.

Substantial Completion: November 1, 2019

All work shall be completed.

Liquidated Damages: \$1,200 per calendar day.

CODE 109.07

PARTIAL PAYMENT OF LUMP SUM ITEMS

Section 109.07 of the Standard Specifications for Road and Bridge Construction is replaced in its entirety with the following:

109.07 PARTIAL PAYMENT OF LUMP SUM ITEMS. Each bi-weekly period the Engineer and the Contractor will consult and subsequently agree on the progress of work performed under those lump sum items indicated in the Bid Schedule. Partial payments for the completed and accepted portions of such work will be made to the Contractor based on the Engineer's estimate of the value of said completed work.

Prior to award of the Contract, or in any case within ten (10) calendar days after the date of the Notice of Award, the Contractor shall submit to the Engineer for approval two copies of the breakdown of each lump sum bid item that appears in the Bid Schedule, (excluding the Mobilization item). The breakdown shall consist of the Contractor's quantities, the unit prices and the units of measurement used in preparing the bid. All other additional costs (such as engineering, shop drawings, formwork, equipment, etc.) to complete those items of work shall be included and distributed in the breakdown of those listed items. For other lump sum items not identified on the Plans, the Contractor shall provide a breakdown of the various items that constitute the respective lump sum work items.

The Engineer will use the Lump Sum breakdowns submitted by the Contractor if they fairly represent the cost of the various items of work. If, in the opinion of the Engineer, the prices submitted by the Contractor do not fairly represent the cost of the various items of work, the Engineer may substitute other prices that do fairly represent the cost of such work.

Replace **Subsection 109.09; Acceptance and Final Payment**, pages 1-84 and 1-85 of the Standard Specifications for Road and Bridge Construction (Amended 2013) in its entirety with the following.

SECTION 109

MEASUREMENT AND PAYMENT

109.09 ACCEPTANCE AND FINAL PAYMENT. When the project has been accepted as provided in **Subsection 105.17**, the Engineer will prepare the final estimate of work performed. If the Contractor approves the final estimate or files no claim or objection to the quantities therein within 30 days of receiving the final estimate, the Department will process the estimate for final payment. With approval of the final estimate by the Contractor, payment will be made for the entire sum found to be due after deducting all previous payments and all amounts deducted under the provisions of the Contract.

If the Contractor files a claim in accordance with Contract requirements, it shall be submitted in writing in sufficient detail to enable the Engineer to ascertain the basis and amount of such claim. Upon final adjudication of the claim, any additional payment determined to be due the Contractor will be placed on a supplemental estimate and processed for payment.

All prior partial estimates and payments will be subject to correction in the final estimate and payment.

CODE 824.9901

STEEL REPAIRS

DESCRIPTION: This item of work shall consist of supplementing and/or strengthening corroded portions of the existing steel beams/girders with additional new structural elements as indicated on the Plans and as specified in this Special Provision. All removing and disposing of portions of existing structural steel and reinforced concrete, furnishing, fabricating-including field drilling, and erecting of new structural elements, any miscellaneous shields, staging, access, scaffolding, field measurements, surface preparation including application of an epoxy paste adhesive, localized de-leading or other items required to complete this work shall be included in the price bid for this item.

MATERIALS:

- All materials shall be as designated on the plans except as modified herein.
- Epoxy Paste Adhesive shall have high strength, non-sag, moisture-tolerant properties and shall be included on the RIDOT Approved Materials List.

CONSTRUCTION METHODS: The contractor shall schedule his work such that, once holes have been drilled in the existing steel at a repair location, work shall continue without interruption until new steel is installed, including final tightening of the bolts at said location.

The Contractor shall assure that no debris or any other foreign materials falls onto the ground beneath the structure. Should any debris fall to the ground despite this assurance, all work shall stop until such time as the debris has been recovered to the satisfaction of the Engineer, and a revised procedure of operation has been submitted by the Contractor to the Engineer for review and approval. Repair of any damage caused by this debris shall be the responsibility of the Contractor and shall be repaired, to the satisfaction of the Engineer and/or the affected party, at no additional cost to the State. Any delay caused as a result of cessation of work and approval of the revised procedure of operation shall not relieve the Contractor of any of his responsibilities under this Contract, including the timely completion of work.

Existing dimensions, material types, and member sizes, were obtained from the original Contract Drawings and current inspection reports. The Contractor is responsible for verifying all existing conditions and dimensions, as well as the proper fit-up of the final bolted and/or welded connections. Prior to preparation of shop drawings, the Contractor shall obtain field measurements of all dimensions and layout information which may affect his fabrication work. No separate payment will be made for these field measurements. This is considered incidental to this item.

The existing steel surfaces shall be cleaned and primed in accordance with Special Provision Code 825.9901 of these Job Specific Specifications prior to the verification of existing

conditions and dimensions. Any conditions warranting additional repair limits not specified on the Plans shall be brought to the attention of the Engineer.

New structural steel shall be prepared and primed in the shop in accordance with Section 825 of the RI Standard Specifications. Payment for shop preparation and priming shall be included in the cost of the steel. The Intermediate Coat and Final Top Coat of paint shall be applied in the field and included for payment under Item Code 825.9901.

METHOD OF MEASUREMENT: “STEEL REPAIRS” will be measured by the number of pounds of steel actually provided in accordance with the Plans and/or as directed by the Engineer.

BASIS OF PAYMENT: The accepted quantity of “STEEL REPAIRS” will be paid for at the contract unit price per pound as listed in the Proposal. The price so stated shall constitute full and complete compensation for all labor, tools, materials, and equipment, including all removing and disposing of portions of existing structural steel and reinforced concrete, furnishing, fabricating-including field drilling, and erecting of new structural elements, any miscellaneous shields, staging, access, scaffolding, field measurements, surface preparation including application of an epoxy paste adhesive, and all other incidentals required to complete the Steel Repairs as indicated on the Plans, complete in place and accepted by the Engineer.

CODE 825.9901

PAINTING STRUCTURAL STEEL

DESCRIPTION: The work under this item shall consist of thorough cleaning, preparation of surfaces, and painting of existing superstructure structural steel, new structural steel utilized in partial replacement or rehabilitation, its components, and other steel materials to the limits indicated on the Plans or as directed by the Engineer; all in accordance with the Rhode Island Standard Specifications for Road and Bridge Construction including the latest supplements, except as modified herein.

The work included under this item shall also include “Personnel Protection During Painting and Cleaning Operations”; and “Containment, Collection, Storage and Disposal of Debris and Spent Materials” as described under Section 826 of the Rhode Island Standard Specifications for Road and Bridge Construction including the latest supplements.

METHOD OF MEASUREMENT: “Painting Structural Steel” will be measured by the number of square feet of steel actually painted in accordance with the Plans and/or as directed by the Engineer.

BASIS OF PAYMENT: The accepted quantity of “Painting Structural Steel” will be paid for at the contract unit price per square foot as listed in the Proposal. The price so stated shall constitute full and complete compensation for all labor; materials; tools; equipment; cleaning; surface preparation; personnel and environmental protection; containment, collection, storage and disposal of debris and spent material; painting and all other incidentals required to complete the painting of the structural steel as described above under “DESCRIPTION” and elsewhere in the Contract Documents, complete and accepted by the Engineer.

CODE 937.1000

MAINTENANCE AND MOVEMENT OF TRAFFIC PROTECTIVE DEVICES

DESCRIPTION.

Subsection 937.05.2; Failure to Comply, part a. Maintenance, of the Standard Specifications, requires that a daily charge be deducted from monies due the Contractor for failure to adequately and safely maintain traffic control devices along any portion of the project.

The charge for this Contract will be \$1000.00 per day.

Subsection 937.05.2; Failure to Comply, part b. Movement, of the Standard Specifications, requires that an appropriate charge be deducted from monies due the Contractor for failure to remove and/or relocate traffic control devices for compliance with the traffic-related work restrictions included in the Transportation Management Plan or to otherwise meet changes in traffic conditions, construction operations, or other conditions affecting the safety and/or mobility of the traveling public.

Failure to comply with this requirement will result in a charge of \$2,000.00 per half hour per lane (paved shoulders will be counted as lanes) per direction of travel for all project roadways.

CODE 938.1000

PRICE ADJUSTMENTS

DESCRIPTION:

a. Liquid Asphalt Cement.* The Base Price of Liquid Asphalt Cement as required to implement **Subsection 938.03.1** of the Standard Specifications is \$ 527.50 per ton.

* In the case of modified asphalt binder, this price adjustment provision shall only apply to the neat liquid asphalt component. This provision shall not apply to the modifier component, manufacture, storage, transportation or other associated costs.

b. Diesel Fuel. The Base Price of Diesel Fuel as required to implement **Subsection 938.03.2** of the Standard Specifications is \$ 1.7648 per gallon.

c. Steel. The Base Prices of Steel as required to implement **Subsection 938.03.3** of the Standard Specifications are as follows:

AASHTO M270 Grade 36 Structural Steel Plate: \$0.60 per pound

AASHTO M270 Grade 36 Structural Steel Shapes: \$0.43 per pound

AASHTO M270 Grade 50 Structural Steel Plate: \$0.53 per pound

AASHTO M270 Grade 50 Structural Steel Shapes: \$0.43 per pound

The Base Prices listed above were determined by RIDOT as being effective on December 31, 2018 for Liquid Asphalt Cement and Diesel Fuel and November 1, 2018 for Steel.