# STATE OF RHODE ISLAND DEPARTMENT OF TRANSPORTATION

# BRIDGE GROUP 46\_R REPAIRS TO LAFAYETTE RR BRIDGE NO. 243

TOWN OF NORTH KINGSTOWN WASHINGTON COUNTY

RHODE ISLAND CONTRACT NO. 2024-CB-018 FEDERAL-AID PROJECT NUMBER BHO-BG46 (001)

## SPECIFICATIONS – JOB SPECIFIC



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March 14, 2024



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## Remove Section 106.01.1 from the RIDOT Standard Specifications for Road & Bridge Construction, February 2024 in its entirety and replace with:

#### 106.01.1 Buy America Job Specification (BABA)

#### Introduction:

While existing Buy America requirements previously applied to iron, steel, and certain manufactured goods, the Infrastructure Investment and Jobs Act (IIJA) expands requirements to include all manufactured products and construction materials in construction contracts that include Federal Aid funding in the construction phase. Additional information available in 23 CFR 635.410 Buy America and it's Q&A at FHWA's Buy America Q and A for Federal-aid Program - Buy America - Contract Administration - Construction - Federal Highway Administration (dot.gov) [fhwa.dot.gov]

#### **Purpose:**

Provide materials from domestic sources when products are permanently incorporated into the work.

Ensure all manufacturing processes, including applications of coatings, occur in the United States. A coating includes all processes required to apply the coating to a product to protect or enhance the value of the product. The requirements of this JS are not applicable to equipment, tools, and temporary items, including materials left in place at the Contractor's convenience.

#### **Certifications:**

All certifications are submitted by the prime Contractor. When submitting certifications for materials that are subject to the requirements of this specification, the certification shall be on Form provided by the Department.

#### **Determination of Material Category:**

• Foreign or Uncertified Products.

Buy America does not apply to minimal use of steel/iron materials provided that the total cost of all foreign source items used in the contract, as delivered to the project site, is less than \$2500 or one-tenth-of-one percent of the total contract amount, whichever is greater.

The total value is that shown to be the cost of the steel and iron products as delivered to the project site. Contractor to keep a log of foreign source items to ensure that the minimal use threshold is not exceeded during the life of the contract

Manufactured Products

Provide manufactured products produced in the United States. A manufactured product is acceptable under this provision if:

The manufactured product was manufactured in the United States; and The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

Construction Materials

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The category of construction materials excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Construction materials are materials that consist primarily of:

- Non-ferrous metals.
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

#### Waivers:

The Contractor may submit a waiver request to the department using RIDOT procedures and form provided in the PMP document management folder. The form must reflect a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and including copies of all documentation verifying the unavailability of the material or product.

The Department will submit approved waiver requests to FHWA for review. The Contractor shall investigate and respond to any public comments made to the FHWA Office of Program Administration, indicating that a domestic supplier cannot provide the material for which a waiver has been requested. Final approval of the Buy America Waiver request will be made by the Administrator, Federal Highway Administration. The waiver will be effective the date following publication in the Federal Register.

Contractor fully understands there is no guarantee a waiver request will be approved. Any contract delays caused by this waiver process will be the sole responsibility of the contractor.

The contractor shall be responsible for all cost associated with any of the construction materials that are permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

The Contractor may submit a waiver request to the department during construction:

- 1. Determine which type of the three waivers applies.
  - Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest. A waiver in the public interest may be appropriate where the approving federal agency determines that other important policy goals cannot be achieved consistent with the IIJA requirements, and the proposed waiver would not meet the requirements for a nonavailability or unreasonable cost waiver.
  - Nonavailability Waiver: for types of iron, steel, manufactured products, or construction materials that are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
  - Unreasonable cost waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. Provide

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documentation that no domestic

alternatives are available within this cost parameter. Document in the waiver a comparison of the cost of the domestic product to the cost of the foreign product or a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreign-origin products.

- 2. Contractor shall prepare waiver documentation including waiver form provided by RIDOT; located in the PMP portal and submit to the Department's Project Manager with a cc: to the Construction Manager (RE)
- 3. RIDOT/Project Manager to Submit waiver to Federal Highway Division.
- 4. Federal Highway Division submits the waiver to the Made in America Office. All waivers have to be submitted by Federal agencies to the Made in America Office. Project specific waivers require a minimum of 15 calendar day public comment period. General applicability waivers are subject to a minimum 30 calendar day public comment period. Federal agencies are responsible for performing due diligence and approving or rejecting waivers.

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#### CODE 108.03 PROSECUTION AND PROGRESS

In accordance with Section 108.03, PROSECUTION AND PROGRESS, Para. a., General Requirements, 1. Project Schedule Program the Schedule Level for this Contract is Schedule Level B.

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#### **CODE 108.1000**

#### PROSECUTION AND PROGRESS

<u>Substantial Completion:</u> The following fine/charge for not completing contract work according to Section 101.89 by September 15, 2025 is \$1,950 per calendar day.

<u>Final Acceptance:</u> All Contract work shall be completed as defined by Section 105.18 by June 14, 2026, or a Daily Charge will be deducted from any money due in the amount of \$900 per calendar day (Dollar Value determined from Schedule of Liquidated Damages table in Section 108.08).

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#### CODE 810.9901 EMBEDDED GALVANIC ANODES

**DESCRIPTION:** Work under this item shall consist of furnishing and installing alkaliactivated, galvanic anodes within concrete repairs at locations noted within the plans and as directed by the Engineer.

**MATERIALS:** Use of one of the qualified galvanic anode products and manufactures listed below will not require written approval; an equivalent system may be used with written approval of the Engineer.

Product Name	Manufacturer/Supplier	<u>Telephone Number</u>
Galvashield	Vector Corrosion Technologies	(319) 364-5355
Sentinel	Euclid Chemical Company	(800) 321-7628
FerroGard 670	Sika Corporation	(800) 933-6225

Anodes shall consist of a minimum 5.6 oz (160 grams) of zinc in compliance with ASTM B418 Type II (Z13000) and ASTM B6 Special High Grade (Z13001) with iron content of 15 ppm or less cast around a pair of heat treated, uncoated steel tie wires and encased in a highly alkaline cementitious shell with a pH of 14 or greater. The anode shall contain no added sulfate nor shall it contain chloride, bromide or other constituents that are corrosive to reinforcing steel. Anode units shall be supplied with integral unspliced wires with loop ties for directly tying to the reinforcing steel. Each anode unit shall have a volume no less than 12.5 in<sup>3</sup>. Repair mortars, concrete and bonding agents shall be Portland cement-based materials.

**CONSTRUCTION METHODS**: A technical representative of the manufacturer/supplier shall be notified of the scheduled installation of the anodes and shall be present to provide direction and assistance for the initial installations of anodes in concrete repairs and succeeding anode installations until the Contractor becomes proficient in the work and to the satisfaction of the Engineer.

The work for this item shall be performed in accordance with the manufacturer's product specification and installed per the project details and as recommended by the technical representative of the manufacturer/supplier. Tools, equipment, and techniques used to prepare the repair locations for installation of the anodes shall be approved by the Engineer and the manufacturer's technical representative prior to the start of construction. Reinforcing steel shall be prepared or treated as necessary to provide good electrical conductivity, and then securely fastened together with tie wire. The Contractor shall supply the tools required to test the connections between anodes and reinforcing steel, or electrical continuity between crossing steel bars, as directed by the technical representative. The Contractor shall place additional tie wires or re-tie connections as directed to provide continuity.

Care shall be taken when handling anodes to prevent damage to the anodes and to the wire connections.

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When Embedded Galvanic Anodes are installed in concrete demonstrating an electrical resistivity exceeding 15,000 ohm-cm, they shall be installed on a mortar bed as directed by the technical representative.

**METHOD OF MEASUREMENT:** "Embedded Galvanic Anodes" will be measured per each anode installed.

**BASIS OF PAYMENT:** The Department will pay for "Embedded Galvanic Anodes" at the contract unit price per each as listed in the Proposal. The price so stated shall constitute full and complete compensation for all materials, tools, labor, surface preparation, and equipment, and all other incidentals as described herein required to finish the work, complete and accepted by the Engineer.

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#### CODE 824,9901

#### STEEL GIRDER REPAIRS

**DESCRIPTION:** This item of work shall consist of supplementing 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 furnishing, fabricating, field drilling, assembling, installing, welding, 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 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 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 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 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 Section 825 of the RI Standard Specifications prior to the verification of existing conditions and dimensions. Any

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

Any bolts that pass through an existing hole caused by the deterioration of the steel, or where existing deteriorated steel has been removed, shall be provided with a plate washer of a thickness equal to the original thickness of the existing material. This washer shall be placed within the hole between the proposed repair plates.

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 825.8040.

**METHOD OF MEASUREMENT:** "Steel Girder Repairs" is 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 Department will pay for "Steel Girder Repairs" 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 furnishing, fabricating, field drilling, erecting, 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.

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#### **CODE 824.9902**

#### TEMPORARY JACKING AND SHORING OF GIRDERS

**DESCRIPTION.** Work under this item consists of jacking and shoring of girders to replace existing bearing assemblies, and/or concrete pedestals in accordance with the Contract Drawings and this Special Provision, or as directed by the Engineer. The work shall include designing, furnishing, fabricating, installing, adjusting, and final removal of temporary jacks as required to perform the work.

This item of work shall also include the restoration of the site to its original conditions upon the completion of the work and all incidentals necessary to properly perform the work in accordance with the Contract Documents and as specified in this Special Provision, complete and accepted by the Engineer.

**DESIGN REQUIREMENTS AND SUBMITTALS.** The Contractor shall note that the details shown in the Plans are schematic in nature. The Contractor shall be responsible for designing jacking and shoring systems to accommodate construction accessibility and other site conditions.

The temporary jacking and shoring shall be designed, stamped, and signed by a Registered Professional Engineer licensed by the State of Rhode Island, who shall be available for consultation in interpreting design/drawings, and in the resolution of any problems which may occur during the performance of the work.

Existing girders and/or diaphragms will require verification of existing girder/diaphragm capacity, including any required strengthening and/or blocking, and shall take into account any section loss, which shall be field verified.

The Contractor shall submit shop drawings to the Engineer for review and approval, in accordance with Section 105.02, Plans and Shop Drawings, of these Job Specific Specifications.

The submission shall include design calculations and a description of the proposed plan, methods, and materials to be used, in sufficient detail to permit evaluation of the system for structural adequacy. The submission typically shall include, but not be limited to, the following:

- 1. Size, type and material designation for all materials used.
- 2. Details of the jacking equipment (including catalog cut sheets, assembly drawings and capacities).
- 3. General jacking method and procedure, including lowering of the structure.
- 4. Method of monitoring the jacking forces.
- 5. An OSHA Proof Test Certificate for the jacks, gauges, fittings and all accessories.

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6. A certificate verifying 2% accuracy of all gauges.

The Contractor shall also submit any proposed welding procedures and welder's certifications to the Engineer for approval prior to the commencement of the work.

**MATERIALS.** Materials and equipment used to perform the work shall be capable of supporting the girders under all loads that occur during jacking and shoring.

All jacks shall be equipped with check valves and pressure gauges or other load measuring devices so that the jacking forces can be monitored at all times. The manufacturer's name plate for each jack shall clearly show the rated capacity and stroke of that jack. The minimum jack capacities shall be as indicated on the Plans with a minimum stroke requirement of 2 inches for each jack.

The Engineer may require that any lifting equipment which is deemed to be inadequate or faulty be removed from the project site and replaced by backup components kept on-site, as soon as practical. The Contractor shall provide emergency back-up jacks, equal in number to 10% of the amount of jacks for each rated capacity, on site in case of a failure of a jack.

**CONSTRUCTION METHODS.** The Contractor shall thoroughly familiarize himself with the site conditions prior to commencing work.

Any damage to portions of the existing bridge structure that are designated to remain shall be repaired, to the satisfaction of the Engineer, by the Contractor at thier own expense. Any resulting delays in construction shall be the sole responsibility of the Contractor.

The Contractor shall consider the possibility of the lead time, if any, to obtain the required jacks. Any resulting delays in operations will not result in claims for additional payment from the State, nor an extension of the project completion date.

A qualified representative of the manufacturer of the jacks shall be present in the field to give the Contractor such technical site assistance as may be necessary to assure that the jacking is performed properly and safely. At a minimum, this representative shall be present during the jacking of the initial set of girders.

At no time shall any girder jacking be performed unless the Engineer is present. The Contractor shall provide a minimum of two working days advance notice to the Engineer prior to any girder jacking.

The Contractor shall ensure that the existing bearing is unrestrained in the vertical direction prior to jacking, such that the bearing provides no resistance to the jacking. The cost of freeing the bearing, if necessary, shall be included in the cost of this item.

The girders shall be jacked to the minimum amount necessary to accommodate removal and replacement of the bearings, as detailed on the plans, said amount not to exceed 1/8 inch. The

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difference in jacking height between adjacent girders in the same bearing line shall not exceed 1/16 inch. The jacks shall be mechanically locked, or the structure shimmed, after each 1/16 inch of lift at each jack, and at the completion of the lift. The hydraulic system of the jacks shall not be relied upon to sustain the jacking loads once the lifting has been completed.

In the case of a failure of the hydraulic system of a jack, all jacks shall be carefully and immediately lowered to the relative shim or lock-off height corresponding to the failed jack, and the girder adjacent to the failed jack shall be supported such that the jack can be replaced. All repairs, as required by the Engineer (including associated design), shall be performed by the Contractor prior to further jacking, at no additional cost to the State.

The Contractor shall submit to the Engineer a record of the jacking loads encountered for each jack just prior to the dial lock-off or final shimming. This record shall clearly indicate the corresponding jack number, abutment designation, and girder number.

The girders shall be jacked in two groups for northbound structure and two groups for southbound structure, as designated on the plans. Each group jacked shall be done at night with live load traffic removed by shifting traffic as designated. Prior to restoring traffic to normal conditions after jacking, contractor shall ensure that jacks are locked off and in a shored condition with no hydraulic forces remaining. During this shoring period, the bearings and/or the concrete pedestals shall be replaced.

After the required work has been satisfactorily completed, the Contractor shall carefully lower the structure using the hydraulic system of the jacks. Such lowering shall be performed simultaneously for all jacks, or in the reverse order of differential jacking, if such a method was used to raise the structure.

The girder elevations shall be the same before and after the completion of work.

Any survey work or other measurements required or as directed by the Engineer to document existing conditions that are to be used as the basis for determining the height to which the girders are to be jacked, shall be performed prior to the commencement of jacking and shall be considered incidental to the work of this item.

**METHOD OF MEASUREMENT.** "Temporary Jacking and Shoring of Girders" will be measured per each bearing jacked and shored.

**BASIS OF PAYMENT.** The Department will pay for "Temporary Jacking and Shoring of Girders" at the contract unit price per Each Bearing as listed in the Proposal. The price so stated shall constitute full and complete compensation for all design, any girder and diaphragm strengthening, labor, tools, equipment, materials, and other incidentals necessary to properly perform the work as specified in these Special Provisions, complete and accepted by the Engineer.

For bidding purposes, Contractor shall assume that girders and diaphragms will required strengthening.

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#### **CODE 824.9903**

#### MODIFY DIAPHRAGM CONNECTION PLATE

**DESCRIPTION:** This item of work shall consist of making modifications to diaphragm connection plate as shown on the plans and as specified in this Special Provision. All localized deleading, grinding, cutting, welding, heating, bending, miscellaneous shields, staging, access, scaffolding, or other items required to complete this work shall be included in the price bid for this item.

#### **MATERIALS:**

Weld material shall conform to the plans..

#### **CONSTRUCTION METHODS:**

Work shall conform to applicable sections of AWS.

The contractor shall remove bottom portion of connection plate, including any weld to girder web and diaphragm as detailed on plans.

Additionally, any gap between the connection plate and the girder and the connection plate and diaphragm shall be cleaned out by grinding or other means.

After any gaps are cleaned out, the connection plate shall be straightened by hammering with or without heat to ensure proximity between plate and girder web and diaphragm is sufficient to allow welding.

Existing diaphragm bolts shall be tightened in accordance with Standard Specifications.

Weld shall be full height of plate.

Exposed cut steel shall be ground smooth.

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 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

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procedure of operation shall not relieve the Contractor of any responsibilities under this Contract, including the timely completion of work.

**METHOD OF MEASUREMENT:** "Modify Diaphragm Connection Plate" is measured per each plate actually modified in accordance with the Plans and/or as directed by the Engineer.

BASIS OF PAYMENT: The Department will pay for "Modify Diaphragm Connection Plate" at the contract unit price per each as listed in the Proposal. The price so stated shall constitute full and complete compensation for all labor, tools, materials, and equipment, including all localized de-leading, grinding, cutting, welding, heating, bending, bolt tightening, miscellaneous shields, staging, access, scaffolding, field measurements, and all other work required in accordance with the plans and this specification.

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#### **CODE 824.9904**

#### REMOVE CLEAN AND RE-INSTALL STEEL PLATES

**DESCRIPTION:** This item of work shall consist of removing existing steel repair plates, cleaning plates, and girder surfaces, priming contact surfaces, and re-installing plates, and final painting in accordance with the plans and these specifications.

#### **MATERIALS:**

Bolts shall conform to plans.

Epoxy paste shall conform to Special Provision Code 824.9901.

Paint shall conform to Section 825 of the RI Standard Specifications.

Caulking shall conform to Paint manufactures recommendations.

#### **CONSTRUCTION METHODS:**

Surface preparation and painting shall conform to Section 825 of the RI Standard Specifications.

Plates shall be removed by removing bolts, and if necessary, removing epoxy between plates. If epoxy exists, it shall be completely removed from all surfaces.

New epoxy shall be applied to ensure water tight seal without voids between plates.

Plates shall be straightened to ensure uniform contact with girder flange.

Work shall conform to applicable sections of AWS.

Plates shall be re-installed with new bolts in accordance with Section 824 of the RI Standard Specifications.

**METHOD OF MEASUREMENT:** "Remove Clean and Re-Install Steel Plates" will be measured per each location as shown on the plans.

**BASIS OF PAYMENT:** The Department will pay for "Remove Clean and Re-Install Steel Plates" at the contract unit price per each location as listed in the Proposal. The price so stated shall constitute full and complete compensation for all labor, tools, materials, and equipment, including plate removal, cleaning, painting, re-installing and final painting, and all incidentals required to complete this work to the satisfaction of the Engineer.

Payment is for each location, even though there are multiple plates per location.

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#### **CODE 828.9901**

#### REMOVE AND REPLACE BEARINGS

**DESCRIPTION:** Work under these items shall conform to the requirements of Sections 803 and 828 of the RI Standard Specifications and shall include the removal and disposal of existing steel bearings and furnishing and installing elastomeric bearing assemblies. This work shall be in accordance with the details indicated on the Plans, this Special Provision, and/or as directed by the Engineer.

#### **MATERIALS:**

Included as components of the elastomeric bearing assemblies are sole plates and elastomeric pads.

#### **CONSTRUCTION METHODS:**

Existing bearing-to-girder flange welds shall be removed by grinding. Other methods of weld removal are not permitted without prior approval of the Engineer. The removal of the bearing-to-girder weld shall not be performed until just prior to the commencement of the jacking operation.

All required field verifications of the existing girder elevations shall be performed prior to any jacking associated with the bearing removal and disposal.

As indicated in the "Temporary Jacking and Shoring" Special Provision, the maximum girder jacking height is restricted. The removal of the bearings may therefore require the cutting of certain components of the existing bearings (i.e., pintles and/or anchor bolts) as approved by the Engineer.

The Contractor shall ensure that the removal operations do not cause damage to any of the existing structures to remain. Any resulting damage caused as a result of the Contractor's operation, will be repaired to the satisfaction of the Engineer at the expense of the Contractor.

**METHOD OF MEASUREMENT:** "Remove and Replace Bearings" will be measured by the number of each bearing actually removed and replaced in accordance with the Plans and/or as directed by the Engineer.

**BASIS OF PAYMENT:** The Department will pay for "Remove and Replace Bearings" at the contract unit price per each bearing as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment, including testing, removal and disposal, and all incidentals required to finish the work, complete and accepted by the Engineer.

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#### **CODE 936.9901**

#### AMTRAK TEMPORARY PROTECTION SHIELDS

**DESCRIPTION:** Work under this item shall conform to the requirements of Appendix D of the General Provisions – Contract Specific.

#### **MATERIALS:**

Shall conform to the requirements of Appendix D of the General Provisions – Contract Specific.

#### **CONSTRUCTION METHODS:**

Shall conform to the requirements of Appendix D of the General Provisions – Contract Specific.

**METHOD OF MEASUREMENT:** "Amtrak Temporary Protection Shields" will be paid for at the contract price per "Lump Sum" as listed in the Proposal.

BASIS OF PAYMENT: The Department will pay for "Amtrak Temporary Protection Shields" the amount listed in the Proposal and will constitute full and complete compensation for all labor, materials, tools, design, equipment, final removal, and all incidentals required to finish the work as described in this Special Provisions and elsewhere in the Contract Documents, complete in place and accepted by the Engineer.

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#### **CODE 936.9902**

#### FORCE ACCOUNT BANK - UNEXPECTED AMTRAK DOWNTIME

**DESCRIPTION:** The intent of this item is to cover Contractor costs associated with AMTRAK cancellations of scheduled track outages for which the Contractor's forces are mobilized prior to being informed of AMTRAK's notice of cancellation. Compensation shall be limited to actual hours lost that were scheduled with AMTRAK and were cancelled by AMTRAK at 9:00 PM or later on the same working day. Reimbursement shall be limited to the hourly rate of wage as shown by certified payroll for labor hours lost (up to four hours) and the standby rate for leased or rented equipment (up to four hours) that was mobilized for use on the project. Minor tools, expendable accessories and equipment, project trailers, storage boxes and personnel facilities shall not be eligible for reimbursement under this item.

The Contractor shall make every effort to reassign the idled workforce to other work activities not requiring track outages. As stated elsewhere in these documents, a four-hour work window between 12 midnight and 4 AM is anticipated for track outages, though up to an hour of that time may be used by AMTRAK to de- energize and re-energize leaving the Contractor a three-hour work period.

No payment will be made for any contractor owned equipment.

MATERIALS: Not applicable.

**CONSTRUCTION METHODS:** Not applicable.

**METHOD OF MEASUREMENT:** "Force Account Bank-Unexpected Amtrak Downtime" will not be measured for payment. This item will be documented and paid for on the Force Account Basis as set forth below under "Basis of Payment".

**BASIS OF PAYMENT:** The Department will pay "Force Account Bank-Unexpected Amtrak Downtime" on a force account basis in accordance with Subsection 109.04 of the Rhode Island Standard Specifications for Road and Bridge Construction, August, 2023 Edition, with all revisions.

The Department has established an estimated dollar amount for this work and as extended in the Proposal is an authorized amount from which said Force Account payments will be drawn.

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#### **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.

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#### 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 \$\\$637.50\$ 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 \$\frac{1}{2.7840}\$ per gallon.
- **c. Steel.** The Base Price of Steel as required to implement **Subsection 938.03.3** of the Standard Specifications are as shown on the attached pages.