

April 4, 2019

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATION  
DEPARTMENT OF ADMINISTRATION

DIVISION OF PURCHASES BID NO. 7598698

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

RHODE ISLAND CONTRACT NO.2019-CR-040

FEDERAL-AID PROJECT NO. FAP Nos: STP-RESF391

**2019 Crack Sealing North and East Regions Contract 1**

Providence and Newport Counties

CITY/TOWN OF Statewide

COUNTY OF STATEWIDE

NOTICE TO PROSPECTIVE BIDDERS

ADDENDUM NO. 1 Prospective bidders and all concerned are hereby notified of the following changes in the Plans, Specifications, Proposal and Distribution of Quantities for this contract. These changes shall be incorporated in the Plans, Specifications, Proposal and Distribution of Quantities, and shall become an integral part of the Contract Documents.

**A. Specification Change/Addition**

1. Specifications / Job Specific

a. Table of Contents

Delete page JS-i and replace with revised page JS-i (R-1) attached to this addendum no. 1. Code 109.06 has been added.

b. Payment for Work

Add pages JS-13 through JS-16 attached to this addendum no. 1. Code 109.06 has been added.



RI Department of Transportation

Administrator, Division of Project Management

ADDENDUM NO. 1

ATTACHMENTS

**SPECIFICATIONS - JOB SPECIFIC**

**TABLE OF CONTENTS**

<u>Code</u>	<u>Title</u>	<u>Page</u>
108.03	Prosecution and Progress	JS-1
108.1000	Prosecution and Progress	JS-2
408.9901	Cleaning and Sealing Cracks in Bituminous Concrete Pavement	JS-3
408.9903	Independent Laboratory Sealant Testing	JS-8
928.9901	Truck Mounted Attenuator with Truck Mounted Flashing Arrow Board	JS-9
929.1000	Field Offices Requirements	JS-10
937.9901	Traffic Protection and Maintenance	JS-11
938.1000	Price Adjustments	JS-12
109.06	Payment for Work	JS-13

Remove **Subsection 109.06, Partial Payments**, pages AC-13 through AC-16 of the September 2018 Compilation of Approved Specifications and replace it with the following.

**JOB-SPECIFIC**

**109.06**

**PAYMENT FOR WORK**

**109.06 PAYMENT FOR WORK.**

**a. General.** The Department will make payment for Work before the Project is accepted and final payment is made. These payments for Work will be processed via progress payments. To receive a payment for Work, the Contractor shall prepare an invoice in accordance with **Subsection 109.06(c)**. The Department may suspend progress payments if the Contractor does not comply with the terms of the Contract or the Engineer's instructions or written directives. The Department will notify the Contractor whenever progress payments will be suspended. Processing of progress payments for work prior to the Department's acceptance and final payment of the Work does not constitute the Department's acceptance of the Work, and does not relieve the Contractor of responsibility for the Work, which includes but is not limited to:

1. Protecting, repairing, correcting, maintaining, or renewing the Work where necessary to meet Contract requirements before acceptance.
2. Replacing or repairing all defective Work or materials used in the construction of the Work, and repairing all damage to other work or materials whose damage is attributable to such defective Work or materials.
3. All defects or damage that the Engineer may discover on or before the Engineer's acceptance and final payment of the Work. The Engineer is the sole judge of these defects or damage.

**b. Frequency.** The Department will make progress payments bi-weekly (every two weeks) in accordance with established Department procedures. Progress payments will be subject to a 5 percent retainage.

**c. Invoice for Payment for Work.** The Contractor shall submit an invoice for payment bi-weekly (every two weeks), and, as requested by the Engineer, a weekly progress report for review detailing the items included in the invoice. The Contractor shall utilize and complete invoice forms supplied by the Department, including a certification for payment, in accordance with the instructions contained thereon.

**d. Invoice for Partial Payment for Materials, Supplies, and Equipment.** The Engineer may allow invoicing as provided above and permit partial payments for those materials, supplies, and equipment delivered to an approved location but not yet incorporated into the Work. Payment for materials, supplies and equipment furnished at an approved site but not yet incorporated into the Work will not exceed the lesser of the following amounts:

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1. 100 percent of the cost incurred by the Contractor, or
2. 80 percent of the value calculated by multiplying the quantity of the item delivered by the unit price for the corresponding item in the Bid Schedule.

For verification of costs, the Contractor shall provide the Engineer with an original paid supplier's invoice for the furnished materials, supplies or equipment within thirty (30) days after receiving the partial payment. Otherwise, the amount of the partial payment will be deducted from subsequent invoices.

The Engineer will not approve any payment for perishable plant materials until such plant materials are planted as specified in the Contract.

**e. Engineer's Review of Contractor's Request for Payment for Work and Request for Partial Payment for Materials, Supplies, and Equipment.** Upon receipt of the Contractor's invoice, the Engineer will review the invoice and may approve or reject payment or portions thereof. The Engineer will notify the Contractor in writing of any modifications and/or rejection of the invoice. Modifications and reasons for the change will be made to the Excel spreadsheet in the columns provided. In the case of a rejection, the Engineer will request that the invoice be resubmitted.

**f. Subcontractor Payments and Release of Retainage.** The Contractor shall notify RIDOT within 7 days upon the Contractor's assessment that the subcontractor's work is complete and ready for inspection for partial acceptance by RIDOT.

The Contractor shall make progress payments to the subcontractor incrementally as the Contractor is paid progress payments by RIDOT, with each progress payment made no more than 30 days from when so paid by RIDOT. The Work of a subcontractor will be inspected by RIDOT within 14 days of the date of Contractor's notification for partial acceptance. Within 30 days of partial acceptance of the completed subcontract work, the Department will pay the Contractor for all work covered by the acceptance including the relevant portion of retainage due the subcontractor. Within 30 days of receipt of such payment, the Contractor shall pay the subcontractor for all accepted subcontract work including all retainage owed. The Contractor must obtain RIDOT's prior written consent for good cause delays in or postponement of payment to the subcontractor.

**g. Final Release of Contractor Retainage.** Retainage due the Contractor will be released when all documentation requirements and items on the Punch List have been addressed to the satisfaction of the Engineer.

### Procedures for Section 109.06 - Payment for Work

The Contractor shall prepare an invoice to apply for a payment for work completed. This invoice shall utilize the Request for Payment templates supplied by the Department, including the following attachments:

**A. Detailed Invoice** - The detailed invoice shall be submitted in both hard copy and Excel® and include the following information:

1. The date of the invoice.
2. The Project Name and State and Federal-Aid Project Numbers.
3. The Contract Item number(s) and name(s) for which the Contractor is seeking payment, as they appear in the Contract Proposal.
4. The date(s) each Contract Item was performed.
5. Name of Contractor/Subcontractor(s) that performed the work.
6. The location(s) where the Work associated with each Contract Item was performed, cross referenced to the location(s) shown in the Distribution of Quantities.
7. Invoiced Item Quantities: The quantity of each Contract Item performed by date and by location since the previous invoice.

For Lump Sum Items, the Contractor shall provide the percentage of work completed since the previous invoice. Prior to the start of work, the Contractor shall submit a Lump Sum Item Breakdown for the Engineer's review, acceptance and allocation of payments for the item, in accordance with **Section 109.07** of the Standard Specifications.

All calculations shall conform to the Method of Measurement and Basis of Payment portions of the appropriate Item Code(s). Documentation shall include, but is not limited to, backup calculations, measurements, sketches, and related supporting information.

8. Cumulative Item Quantities: A cumulative total of the quantities performed for each Contract Item, including the current request.
9. Bid Prices: The Contract Price for each Contract Item, including Unit Bid Items and Lump Sum Bid Items as applicable, shall be listed for each item being invoiced.
10. Extended Prices: Calculate the extended price of each item being invoiced in this request.

For Unit Bid Items, this is to be calculated by multiplying each item quantity completed during the invoice period by its Contract Unit Bid Price (i.e.,  $\text{Extended Price } \$ = \text{Qty. Invoiced} \times \text{Unit Bid Price}$ ).

For Lump Sum Items, this is to be calculated by multiplying each item by the percentage of work completed during the invoice period by its Lump Sum Bid Price (i.e.,  $\text{Extended Price } \$ = \% \text{ Complete-this-invoice-period} \times \text{Lump Sum Bid Price}$ ).

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**Addendum - 1**

11. Total Invoice Price: Sum all extended prices calculated in step 10 and report this amount as the total amount being invoiced under the request.
- B. Certificates of Compliance** - A list of the Certificate(s) of Compliance attached or that have been submitted to the Department, including date(s) submitted, for the work that is listed on the invoice in accordance with **Section 106.04, Certification of Compliance**.
- C. Certified Payrolls** - A list of the certified payrolls attached or that have been submitted to the Department, including date(s) submitted, for the work that is listed on the invoice. List all outstanding payrolls yet to be submitted by week ending date and Contractor\Subcontractor(s).
- D. Subcontractor Payments** - A list of all payments (including all retainage payments) made to date to subcontractors for amounts previously billed and paid by the State for the related project.
- E. Extra Work**- A list of approved and/or potential extra work subject to approval, including dates(s) when the work was identified and/or approved, and a description and associated cost(s) of the work, including information pertaining to when and by whom the work was performed.
- F. EEO Certification** - A statement that all EEO documentation has been submitted as required by the Contract.
- G. As-Built Data** - A set of as-built data in hard copy or electronic form of the work billed on the invoice, including plans, sketches, diagrams and all other information necessary for resulting in a complete and accurate set of as-built data representing the work completed. A final set of as-built plans is also required in accordance with **Section 934.03.3 (h), Field Control and Construction Layout**.
- General** - Outstanding or missing documentation for Items A through G above will be a basis for rejection and/or modification of the Request for Payment.