STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RIDOT Addendum Notification

RFP# 7598876PH2A2 – Best Value Design-Build Services for Interstate Route 95 Viaduct Northbound Bridge Group 75T-5B (I)

(REQUEST FOR PROPOSALS -Phase 2)
ADDENDUM #2
SUBMISSION DUE DATE: APRIL 2, 2020 at 11:30 am

Per issuance of **ADDENDUM # 7598876A2** the following additions, revisions and clarifications are noted:

1. Sign-in sheets from the mandatory Pre-Proposal meeting held on 12/4/19
2. Power Point presentation from the mandatory Pre-Proposal meeting held 12/4/19
3. Clarification regarding *Part 1 Section 2.7 Conflict of Interest and Unfair Competitive Advantage:*

   Teams that ***do not*** have any potential conflicts of interest or real or perceived competitive advantage(s) to report are ***not*** required to submit a statement.

4. Revisions to Part 1 Instructions to Proposers
5. The pdf document *2017-2018 INFRA Providence Viaduct North* in Appendix B is replaced in its entirety with attached document *2019 Viaduct INFRA Grant*.
6. Clarification: The pdf document *BTC Volume 2 Construction Phasing* in Appendix B03/BTC Viaduct – April 2018 is superseded by the pdf *Viaduct NB Conceptual Phasing* in Appendix B03/BTC Conceptual Sequence of Construction also included on the original disk.

APPROVED: Lori A Fisette 12-6/19

Lori Fisette **DATE**
Manager, Project Management

7598876PH2A2

State of Rhode Island
Division of Purchases
One Capitol Hill
Providence, RI 02908

"MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET

Mandatory Pre-bid Conference: Any vendor who intends to submit a bid proposal in response to this solicitation must have its representative attend this mandatory prebid conference, sign, and complete all required information on this Sign-In Sheet. Failure to comply with this requirement will result in the rejection of any bid proposal.

BID NUMBER: 7598876PH2
BID TITLE:DESIGN/BUILD SERVICES FOR THE I-95 PROVIDENCE VIADUCT NB
PRE-BID DATE AND TIME: 12/4/19 - 9:00 a.m.

Purchasing Representative:
LH
Mandatory Pre-bid START TIME:
9:00
Mandatory Pre-bid END TIME:
9:49

	COMPANY NAME	COMPANY REPRESENTATIVE	SIGNATURE	ADDRESS	CONTACT E-MAIL	CONTACT PHONE NUMBER
1	AECOM	BOB WRIGHT		10 ORMS ST SUITE 440 PROV RI 02904	robert.wright@aecom.com	401 834-2821
2	CME	BOB TALBOT		101 EAST RIVER DRIVE EAST HARTFORD, CT 06108	RTALBOT@CMEENGINEERING.com	860 290 4100
3	RIDOT	Kevin Robalaymer			Kevin.Robalaymer.Jr@dot.ri.gov	401-965-2494
4	SKANSKA	STEVE DiGROSSI		1365 MAIN ST WALTHAM MA	STEPHEN.DIGROSSI@SKANSKA.com	617-691 0414
5	AETNA	DAN KELLEY		100 JEFFERSON BLVD WARWICK, RI	DKELLEY@AETNABRIDGE.COM	401-256-5402
6	STEERE	MARTY PIERCE		2350 POST RD WARWICK RI	MARTIN.PIERCE@STEERENGINEERING	401-773-7-55
7	STEERE	MICHAEL ADAMS		"	michael.adams@steereengineering.com	"
8	AECOM	Brian Guzas		10 ORMS ST. STE 440 PROVIDENCE, RI 02904	Brian.Guzas@AECOM.com	401-454-2824
9	McMahon	MAUREEN CHLEBEK	Maureen Chlebek	14 Breakneck Hill Rd Lincoln	mchlebek@mcmahonassociates.com	401-448 7200
10	Jacobs	Andrew White		120 St James Ave Boston MA	andrew.white@jacobs.com	262-842-2821
11	SPS	TIM McLAUGHLIN		98 ELM ST SALISBURY, MA 01952	tmclaughlin@spsne.com	978-423 6340
12	CARDI	Steve Cardi II		Warwick RI	scardi@cardi.com	739-8300
13	MICHAEL BAKER INTL	PETER MAIORANA		56 EXCHANGE TERRACE PROVIDENCE	pete.maiorana@mbakerintl.com	401 824 3614
14	DOH	AD				
15	GORDON ARCHIBALD, INC	LOU DILUCCHIO		200 MAIN ST. PAWTUCKET, RI 02860	LDILUCCHIO@GRAEBSKEN	401 726-4884
16	RIDOT	Kimberly Vadenais		2 Capitol Hill	Kimberly.Vadenais@dot.ri.gov	523-4402

** VENDOR: PLEASE SUBMIT A BUSINESS CARD IF AVAILABLE**

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17	AECOM	DAVE PATNAUDE	David Patnaude	250 APPOLLO DR CHELMSFORD, MA	DAVID.PATNAUDE@AECOM.COM	978-905-2215
18	AECOM	KEVIN BARKER	[illegible]	500 ENTERPRISE DR ROCKY HILL CT	KEVIN.BARKER@AECOM.COM	860-529 8882
19	WHITE SPS JV	STEVE COBB	[illegible]	324 HIGH ST ROCHESTER M	SCOBB@OUWHITE.COM	508-763 8868
20	LANE	ALI ALKOURAISHI	[illegible]	90 FIELDSTONE CORT CHESHIRE CT	~~[illegible]~~ .com	475254 0039
21	LANE	John Campbell ~~ALI ALKOURAISHI~~	John W. Campbell	90 Fieldstone CT Cheshire CT 06410	AALKOURAISHI@laneconstruct jwcampbell@laneconstruct.com	646-323-7080
22	WSP w/Lane	TOM Lalibert	[illegible]	500 Windsor Brook Drive, Glastonbury CT	thomas.lalibertE@wsp.com	860.815 .0260
23	RIDOT	MIKE SYNOWAY	[illegible]		MICHAEL.SYNOWAY@DOT.RI.GOV	401-265 5293
24	McMahon	Robert Smith	[illegible]	14 Breakneck Hill Rd Lincoln RI 02865	rsmith@mcmahonassociates.com	401 648 7200
25	WHITE SPS JV	JACK HARNEY	[illegible]	867 MIDDLE RD ACUSHNET, MA 02743	JHARNEY@duwhite.com	774 271 1308
26	PARE	John Sherlin	[illegible]	8 Blackstone Valley, Pl Lincoln RI	jsherlin@parecorp.com	401.334.4100
27	CARDI J.F. WHITE JV	JACK PECORA	[illegible]	10 BUSR ST 01701 FRAMINGHAM, MA	JPECORA@JFWHITE.com	617.345 1660
28	Barletta-Aetna	Tom Day	[illegible]	40 Shawmut Rd Ste 200 Canton, MA 02021	tday@barlettaco.com	781-737-1733
29	RIDOT	James Capaldi	[illegible]	2 Capitol Hill PROV. RI	james.capaldi@dot.ri.gov	401-563 4083
30	RIDOT	Jeremy Nadeau	[illegible]		jeremy.Nadeau@Dot.ri.gov	401-578-8865
31	STANTEC	DEREK HUG	[illegible]	67 CEDAR ST. SUITE 101 PROVIDENCE, RI 02903	derek.hug@stantec.com	401-214-1752
32	MBI	Keith Catanzaro	[illegible]	24 MARTIN ST CUMBERLAND	KCATANZARO@MANAFORT.COM	

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1	Skanska/Manafort	Tyler Cole			tyler.cole@skanska.com	646-772-3832
2	CARDI-WHITE	RICHARD PRIOR			RICHARD.PRIOR@AECOM.COM	
3	CARDI-White	STEVEN MORIN			smorin@cardi.com	401-739-8300
4	HNTB	Alexandra Siu			asiu@hntb.com	617-532-2221
5	HNTB	MATT D'ANGELO			MDANGELO@HNTB.COM	617.532.2212
6	WSP	Benjamin Szymanski			benjamin.szymanski@wsp.com	860-836-0412
7	PARE CORP.	K. VIVEIROS			KVIVEIROS@PARECORP.COM	401-334-4100
8	CMEA	B. Buscit			bb@cmea.co	
9	Michael Baker	Peter Wu			Yihui.Wu@mbakerintl.com	401-824-2012
10	JACOBS	Tom CABANA			thomas.cabana@jacobs.com	
11	AETNA	CHIP MAINELLI			CMAINELLI@AETNABRIDGE.COM	
12	AETNA	RICK MCGINN			rmcginn@aetnabridge.com	401 728.0400
13	STantec	Walter Heller			Walter.Heller@stantec.com	
14	GRA	JOHN ST. CYR			JSTCYR@GRAENGS.COM	726-4084
15	Cardi-White	Anthony Mesin			AMESIN@CARDI.com	525-1793
16	AETNA BRIDGE	JEFF BOSTOCK			JBOSTOCK@AETNABRIDGE.COM	

2014-20 Date 6/5/17

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17	VHB	Jeff Klein		1 Cedar St #400, Prov. RI 02903	jklein@vhb.com	401-457 2086
18	RIDOT	Anthony Pompeo		2 Capitol Hill	anthony.pompeo@dot.ri.gov	401-261 4500
19	Lane	Ali AlKourash			AAlkourash@LaneConstruct.com	571 244 0879
20	VHB	Bob Clinton		1 Cedar St. Prov, RI	rclinton@vhb.com	401 272-8100
21	RIDOT	Anthony [illegible]		2 Capitol Hill	Anthony.[illegible]	[illegible] 1912
22						
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December 2019 Design-Build RFP Pre-Proposal Meeting

Providence Viaduct NB

Ground Rules for Today

- Feel free to ask questions
- Responses are preliminary and not guaranteed
- If you want an official response
  - Submit via Q&A Portal
  - http://www.dot.ri.gov/contracting/bids/quesanswer.php?job=7598876PH2

RHODE WORKS

RI dot Driven to get you there

Project Goals

- Completion within allotted time and budget
- Successful Temporary Traffic Maintenance during Construction
- Compliance with INFRA Grant requirements
- Adherence to project Contractor Quality Control Requirements
- Minimize Impact of work on the Transportation System and Neighboring Communities
- Start of Construction in 2020
- DBE Goals: 11% for design and 11% for construction

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RFP Documents

- Three Parts
  - Part 1: Instructions to Proposers
  - Part 2: Technical Provisions
  - Part 3: Terms and Conditions
    - Based on RIDOT Blue Book Section 100
- Team Terminology
  - Proposer: Before NTP
  - DB Entity: After Award

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Base Technical Concept

- Smith Street and Park Street retaining wall
  - Originally to be advertised as a standalone advance project
  - Now combined into this project
- Providence Viaduct NB replacement and associated ramps
  - Plans were developed to a pre-30% level
  - Preliminary alignments and profiles were developed
  - Conceptual phasing developed
- Bridge Preservation
  - Atwells Ave, former Viaduct SB, Park Street, Chalkstone RR, Ashburton Street, and Charles Street bridges

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Base Technical Concept

- BTC Conceptual Sequence of Construction plans are included
  - Showing one alternative to build it
  - Ramp DB
    - BTC show an acceptable temporary closure of this ramp
    - Looking for innovative construction methods to minimize or eliminate this closure

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Alternative Technical Concepts

- Alternative Technical Concepts (ATCs) are encouraged
  - Need to comply with INFRA Grant traffic improvement requirements
  - Can include alternative way of constructing the bridges
  - Look for ways to minimize impacts to traffic
- Can impact more or fewer number of bridges to meet goals of project
  - Must replace the following bridges:
    - Bridge 576 (Atwells On-Ramp)
    - Bridge 578 (Viaduct NB)
    - Bridge 583 (Ramp DB)
    - Bridge 701 (Smith Street)

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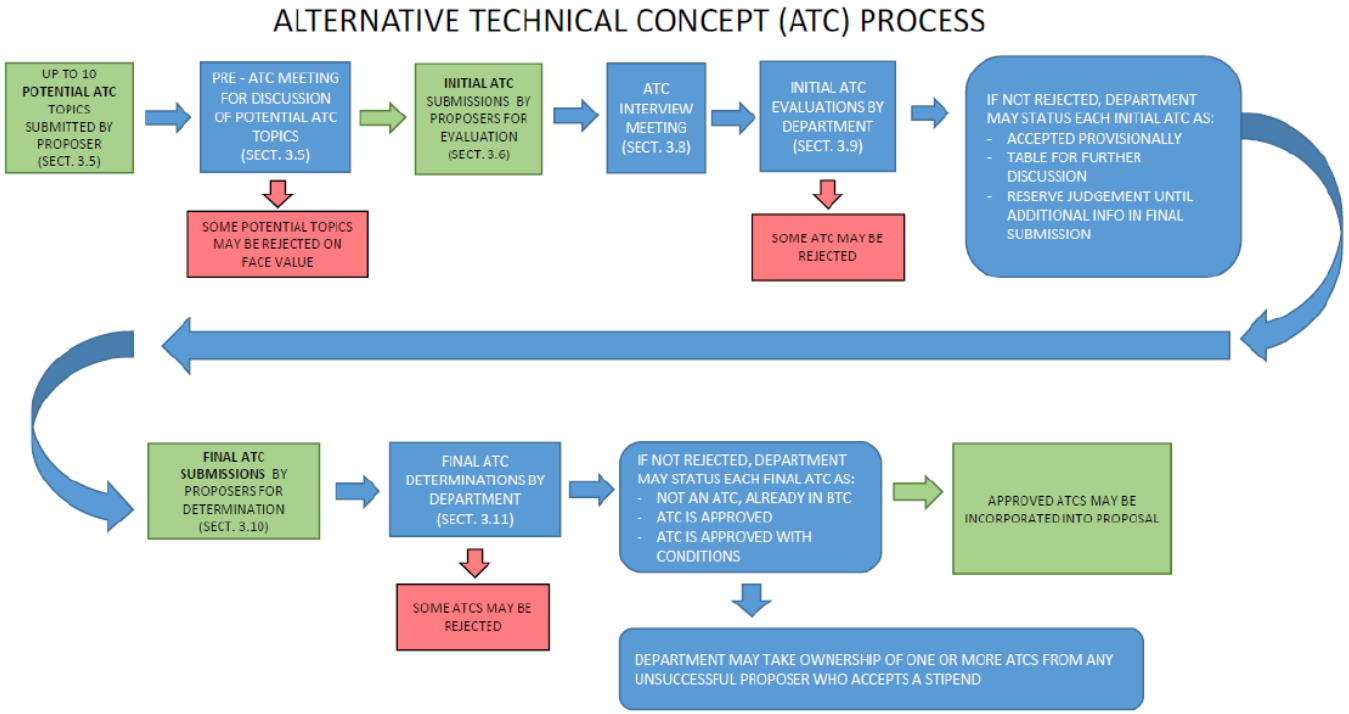
Alternative Technical Concepts (ATCs)

- RIDOT encourages innovation on this project
- Up to 8 ATCs are allowed
- Multi-step ATC process



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Early coordination with Stakeholders

- Stakeholders have provided input
  - City of Providence
  - Woonasquatucket River Watershed Council (WRWC)
  - RIDEM
  - CRMC
  - Greater Providence Chamber of Commerce
  - Other business and neighborhood associations

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Early coordination with Stakeholders

- Amtrak
  - Force Account executed
  - Amtrak Master Agreement
  - Tracks shared by Amtrak, MBTA, and G&W Freight
  - General access
    - Teams should base design on RFP and past experience with Amtrak
    - Teams should base schedule on average of 12 hours/week of noncontinuous nighttime closures

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Early coordination with Stakeholders

- Utilities
  - Met with National Grid Gas, National Grid Electric, Verizon, Cox, Providence Water, CenturyLink
  - Companies are aware of the project and the BTC
  - Utilities on Park Street will need to be relocated early, prior to wall reconstruction
  - Water main under I-95 just south of Smith Street Bridge to be relocated onto new Smith Street Bridge
  - Water main under I-95 just south of Viaduct Bridge requires relocation as directed by Providence Water

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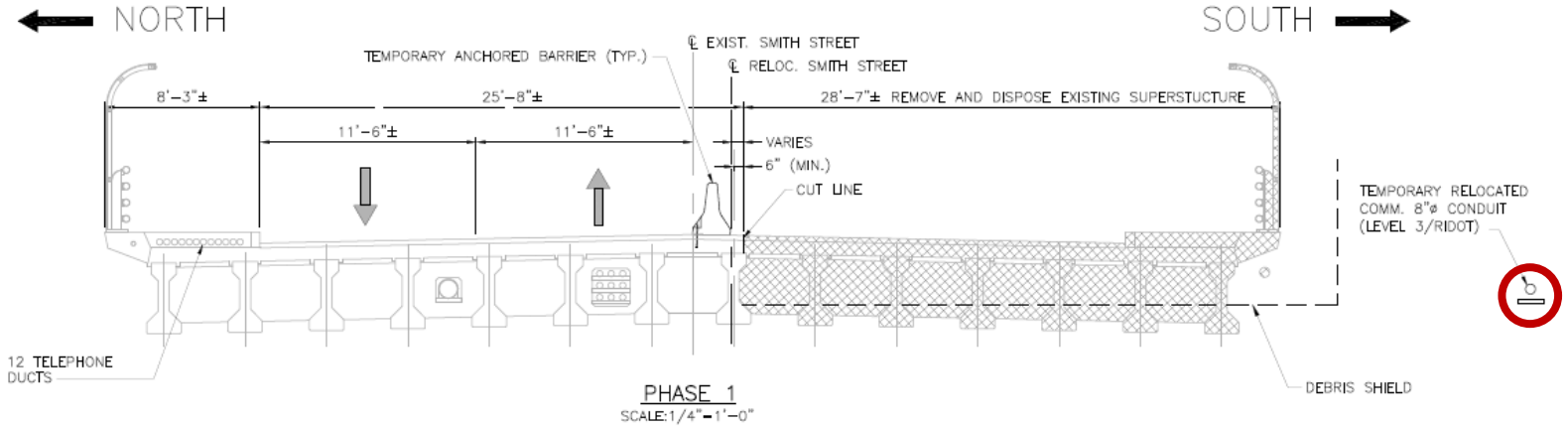
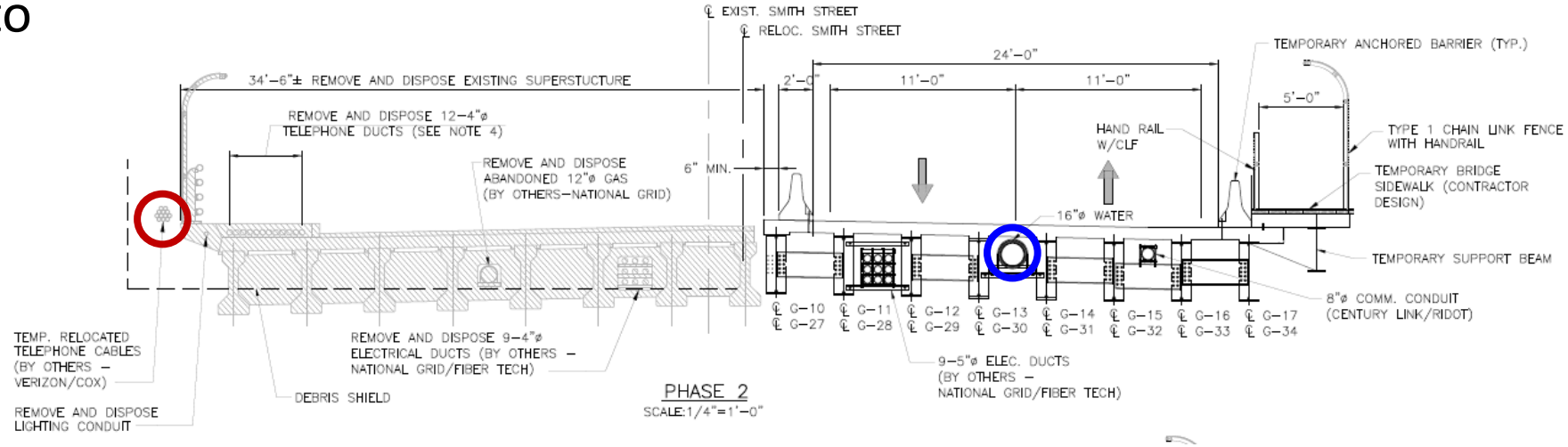
Utilities on Smith Street Bridge

- BTC Approach
  - Build Temporary Utility Bridges over I-95
  - Construct bridge in phases
  - Install new water line
  - Move utilities back to new bridge





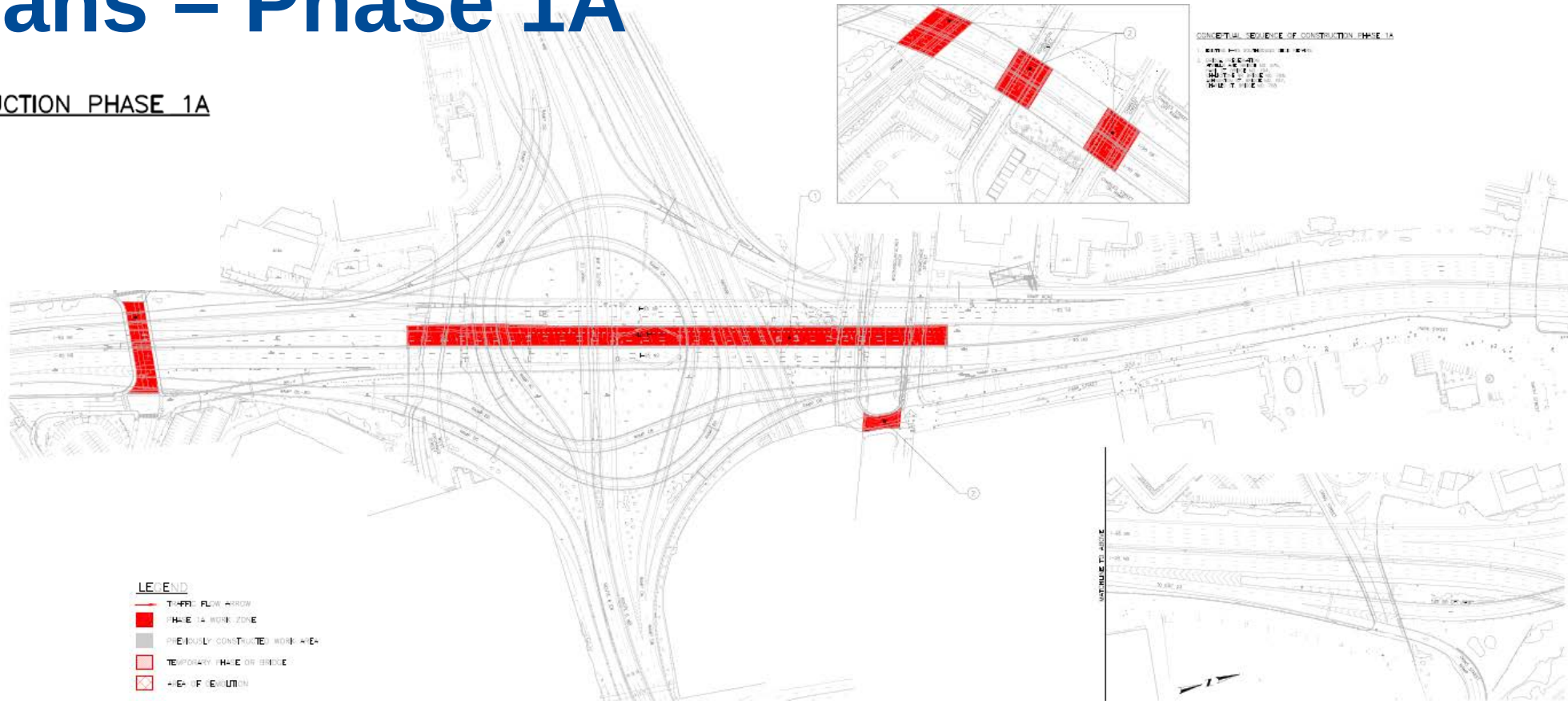
Staging Plans

- BTC includes conceptual sequence of construction plans showing one alternative way to build the project
- RIDOT is looking for innovation and reduced impacts to traffic and reduced construction duration

Staging Plans – Phase 1A

CONCEPTUAL SEQUENCE OF CONSTRUCTION PHASE 1A

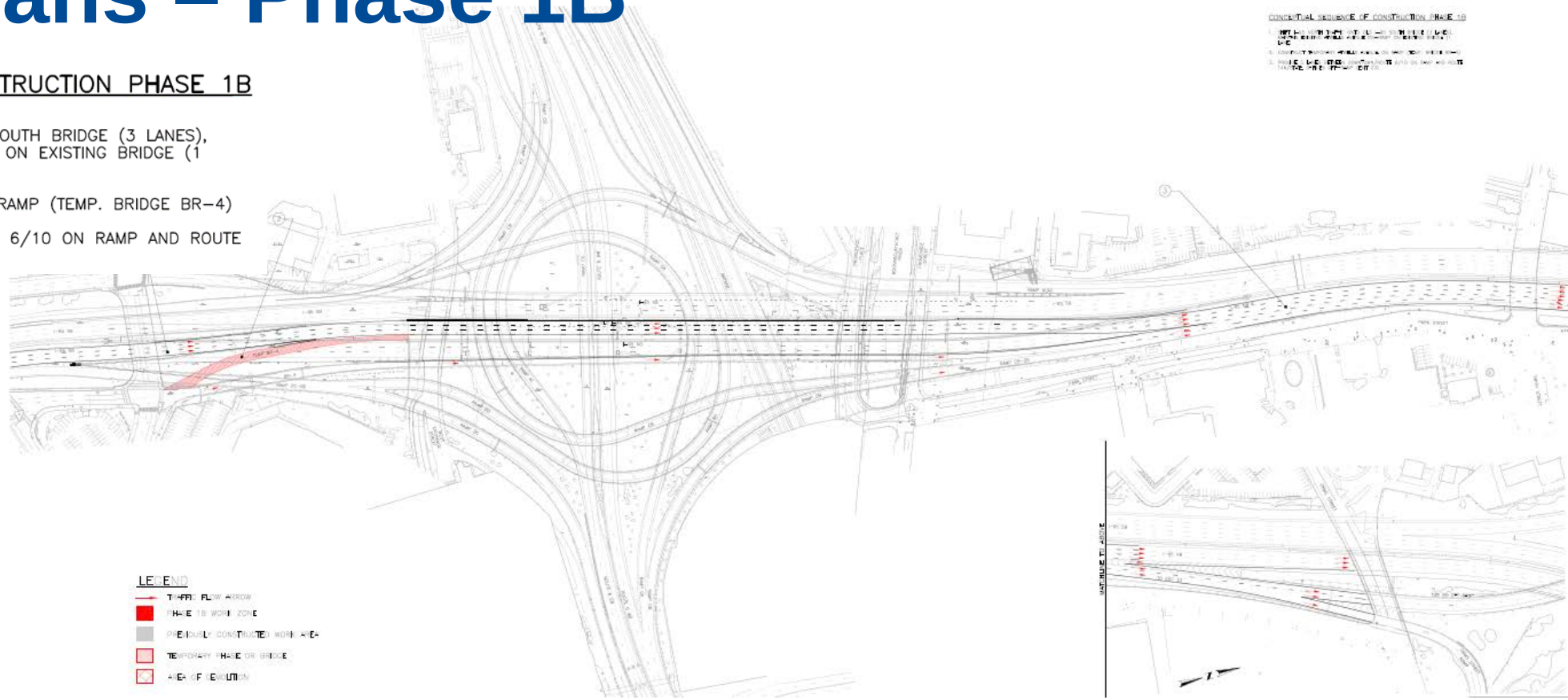
1. EXISTING I–95 SOUTHBOUND DECK REPAIRS.
2. BRIDGE PRESERVATION
   ATWELLS AVE. BRIDGE NO. 575,
   PARK ST. BRIDGE NO. 704,
   CHALKSTONE RR BRIDGE NO. 706,
   ASHBURTON ST. BRIDGE NO. 707,
   CHARLES ST. BRIDGE NO. 708



Staging Plans – Phase 1B

CONCEPTUAL SEQUENCE OF CONSTRUCTION PHASE 1B

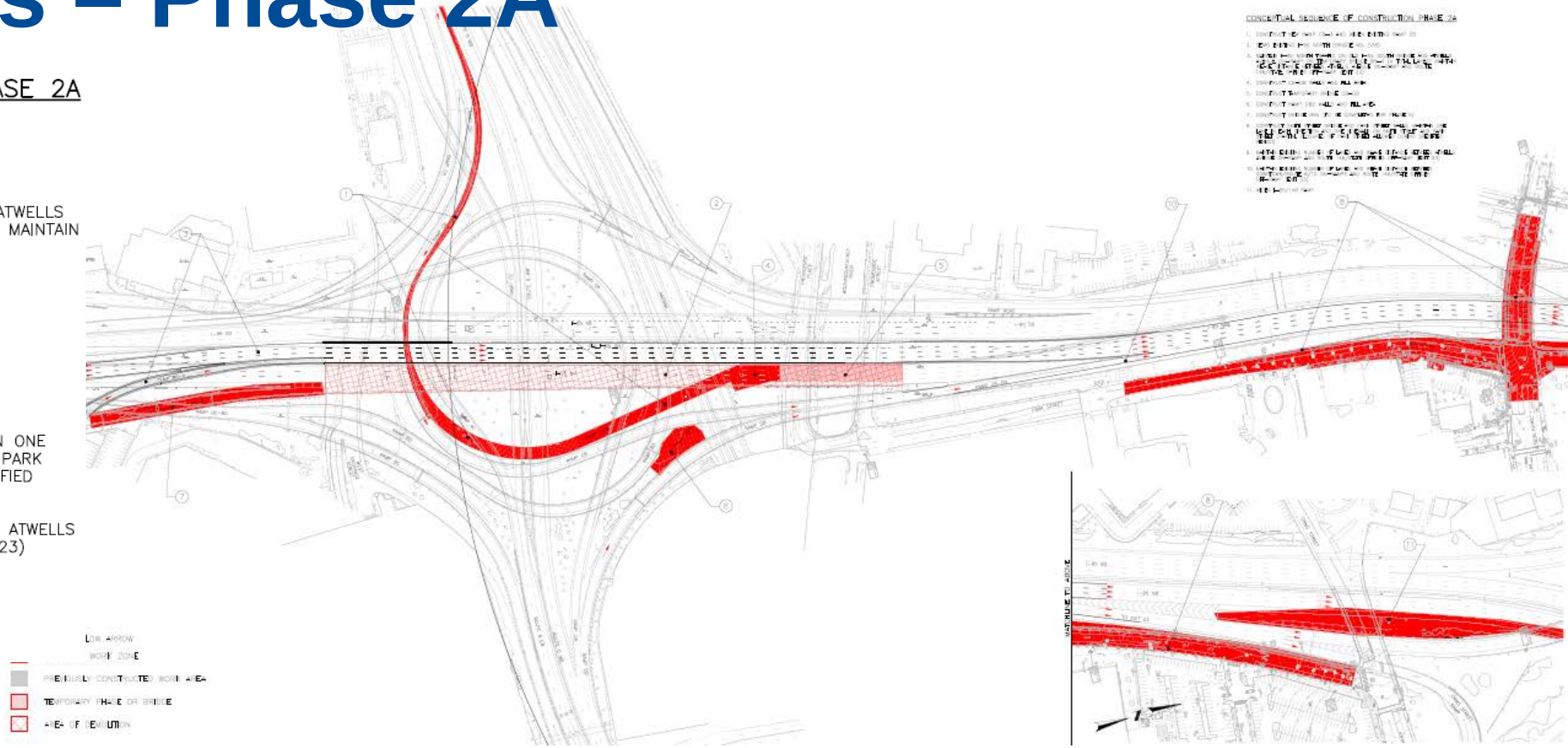
1. SHIFT I–95 NORTH TRAFFIC ONTO OLD I–95 SOUTH BRIDGE (3 LANES), MAINTAIN EXISTING ATWELLS AVENUE ON–RAMP ON EXISTING BRIDGE (1 LANE)
2. CONSTRUCT TEMPORARY ATWELLS AVENUE ON RAMP (TEMP. BRIDGE BR–4)
3. PROVIDE 5 LANES BETWEEN DOWNTOWN/ROUTE 6/10 ON RAMP AND ROUTE 146/STATE OFFICES OFF–RAMP (EXIT 23)



Staging Plans – Phase 2A

CONCEPTUAL SEQUENCE OF CONSTRUCTION PHASE 2A

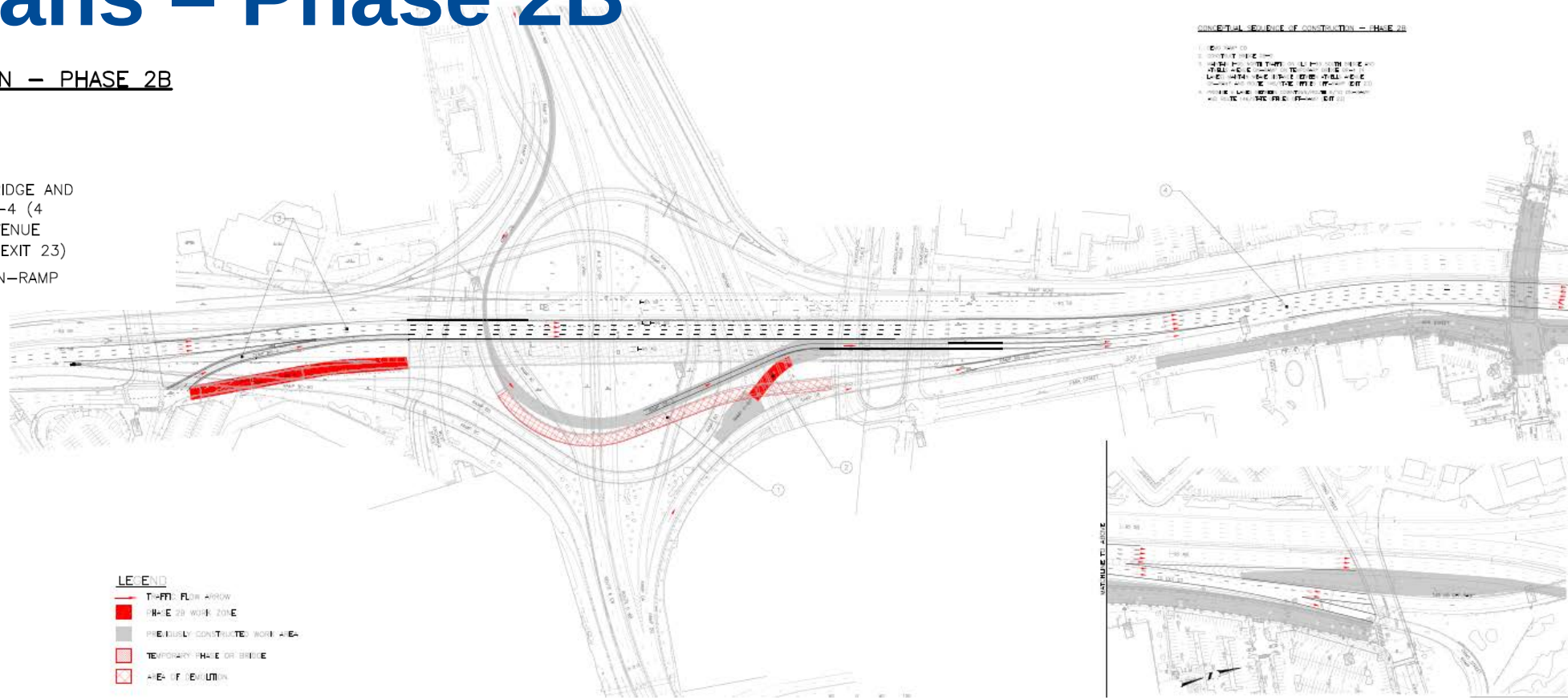
1. CONSTRUCT NEW RAMP CB–3 AND WIDEN EXISTING RAMP CB
2. DEMO EXISTING I–95 NORTH (BRIDGE NO. 578)
3. MAINTAIN I–95 NORTH TRAFFIC ON OLD I–95 SOUTH BRIDGE AND ATWELLS AVENUE ON–RAMP ON TEMPORARY BRIDGE BR–4 (4 TOTAL LANES) MAINTAIN WEAVE DISTANCE BETWEEN ATWELLS AVENUE ON–RAMP AND ROUTE 146/STATE OFFICES OFF–RAMP (EXIT 23)
4. CONSTRUCT CB–DB WALLS AND FILL AREA
5. CONSTRUCT TEMPORARY BRIDGE CB–DB
6. CONSTRUCT RAMP DB2 WALLS AND FILL AREA
7. CONSTRUCT BRIDGE BR4 (TO BE COMPLETED FOR PHASE 5)
8. CONSTRUCT SMITH STREET BRIDGE AND PARK STREET WALLS. MAINTAIN ONE LANE IN EACH DIRECTION AND ONE SIDEWALK ON SMITH STREET AND PARK STREET (PARTIAL CLOSURES OF PARK STREET ALLOWED DURING SPECIFIED PERIOD)
9. MAINTAIN EXISTING NUMBER OF LANES AND WEAVE DISTANCE BETWEEN ATWELLS AVENUE ON–RAMP AND ROUTE 146/STATE OFFICES OFF–RAMP (EXIT 23)
10. MAINTAIN EXISTING NUMBER OF LANES AND WEAVE DISTANCE BETWEEN DOWNTOWN/ROUTE 6/10 ON–RAMPS AND ROUTE 146/STATE OFFICES OFF–RAMP (EXIT 23)
11. WIDEN I–95/146 RAMP



Staging Plans – Phase 2B

CONCEPTUAL SEQUENCE OF CONSTRUCTION – PHASE 2B

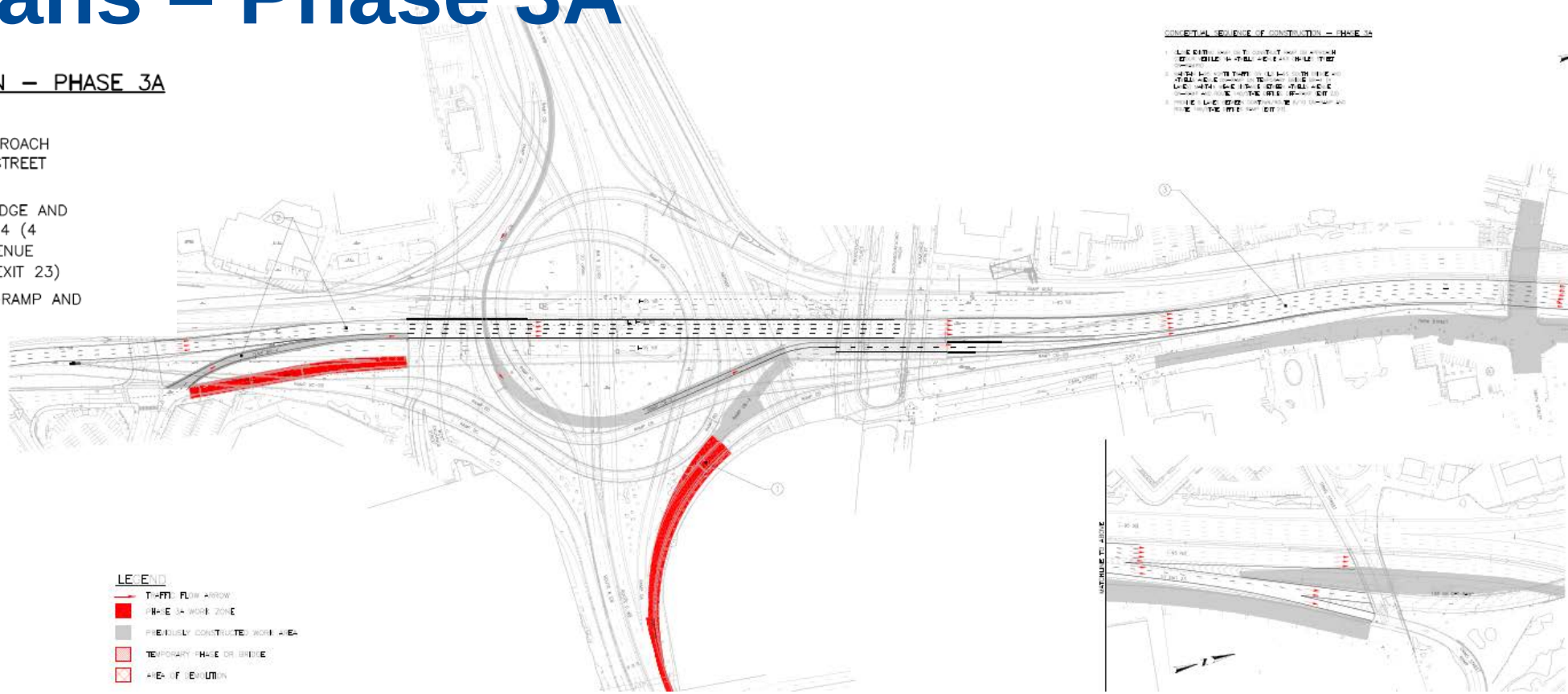
1. DEMO RAMP CB
2. CONSTRUCT BRIDGE DB–2
3. MAINTAIN I–95 NORTH TRAFFIC ON OLD I–95 SOUTH BRIDGE AND ATWELLS AVENUE ON–RAMP ON TEMPORARY BRIDGE BR–4 (4 LANES) MAINTAIN WEAVE DISTANCE BETWEEN ATWELLS AVENUE ON–RAMP AND ROUTE 146/STATE OFFICES OFF–RAMP (EXIT 23)
4. PROVIDE 5 LANES BETWEEN DOWNTOWN/ROUTE 6/10 ON–RAMP AND ROUTE 146/STATE OFFICES OFF–RAMP (EXIT 23)



Staging Plans – Phase 3A

CONCEPTUAL SEQUENCE OF CONSTRUCTION – PHASE 3A

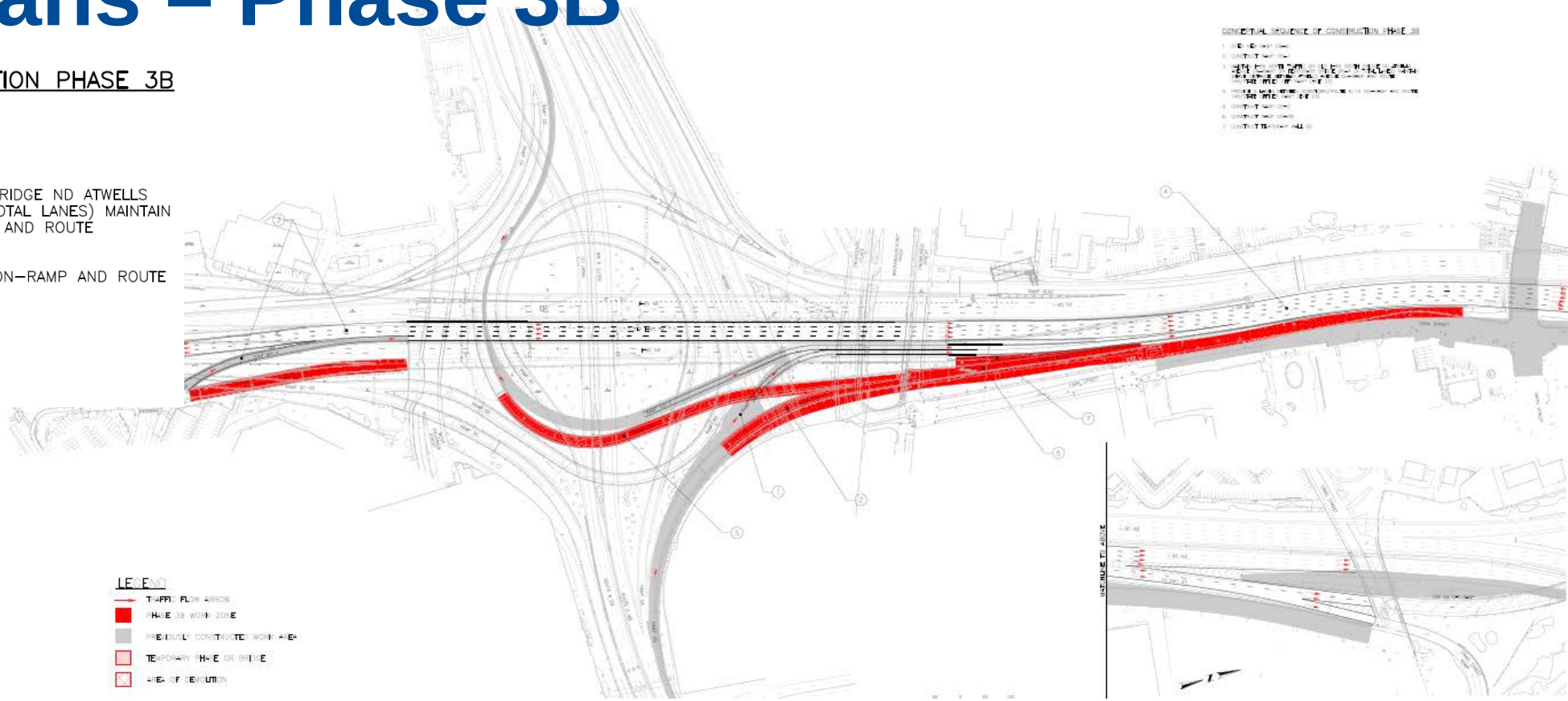
1. CLOSE EXISTING RAMP DB TO CONSTRUCT RAMP DB APPROACH (DETOUR VEHICLES VIA ATWELLS AVENUE AND CHARLES STREET ON–RAMPS)
2. MAINTAIN I–95 NORTH TRAFFIC ON OLD I–95 SOUTH BRIDGE AND ATWELLS AVENUE ON–RAMP ON TEMPORARY BRIDGE BR–4 (4 LANES) MAINTAIN WEAVE DISTANCE BETWEEN ATWELLS AVENUE ON–RAMP AND ROUTE 146/STATE OFFICES OFF–RAMP (EXIT 23)
3. PROVIDE 5 LANES BETWEEN DOWTOWN/ROUTE 6/10 ON–RAMP AND ROUTE 146/STATE OFFICES RAMP (EXIT 23)



Staging Plans – Phase 3B

CONCEPTUAL SEQUENCE OF CONSTRUCTION PHASE 3B

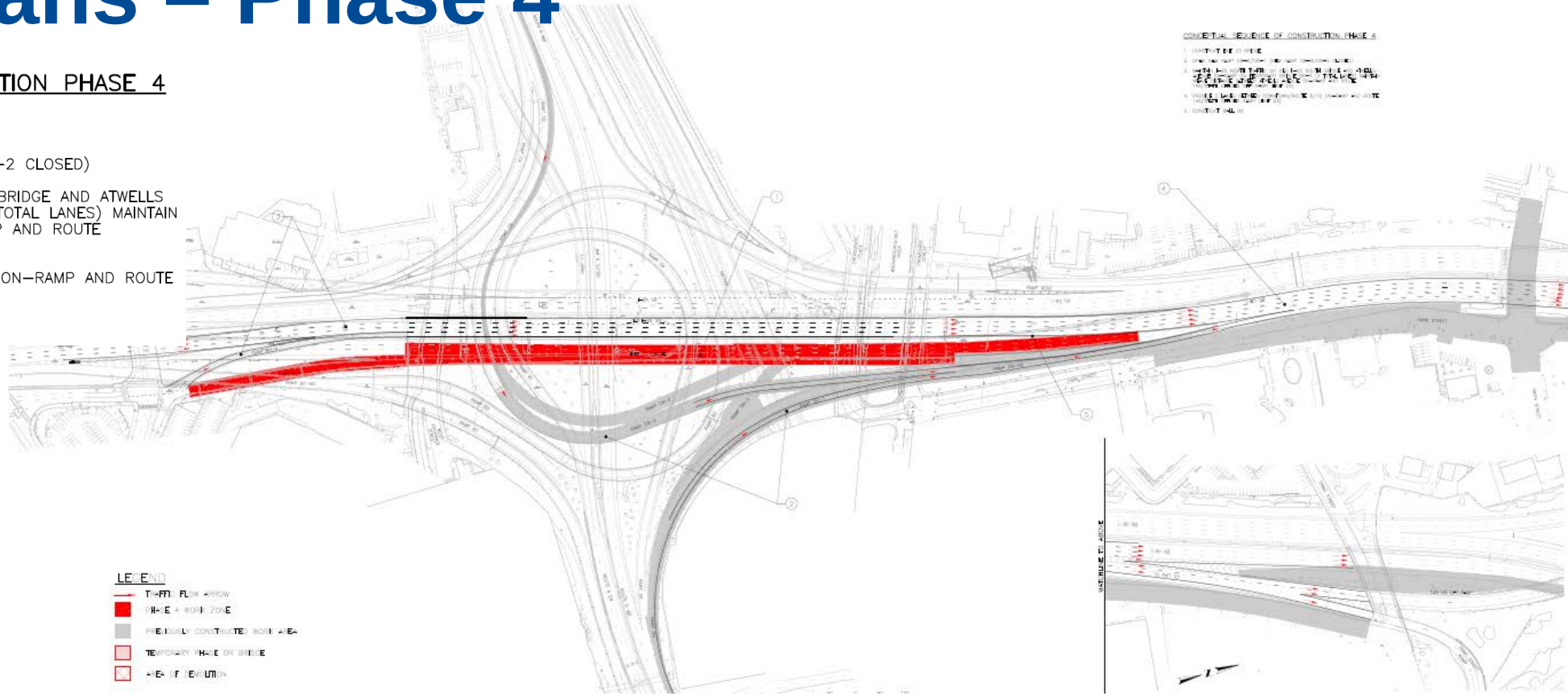
1. OPEN NEW RAMP DB–2
2. CONSTRUCT RAMP DB–1
3. MAINTAIN I–95 NORTH TRAFFIC ON OLD I–95 SOUTH BRIDGE ND ATWELLS AVENUE ON–RAMP ON TEMPORARY BRIDGE BR–4 (4 TOTAL LANES) MAINTAIN WEAVE DISTANCE BETWEEN ATWELLS AVENUE ON–RAMP AND ROUTE 146/STATE OFFICES OFF–RAMP (EXIT 23)
4. PROVIDE 5 LANES BETWEEN DOWNTOWN/ROUTE 6/10 ON–RAMP AND ROUTE 146/STATE OFFICES RAMP (EXIT 23)
5. CONSTRUCT RAMP CB–2
6. CONSTRUCT RAMP CB–DB
7. CONSTRUCT TEMPORARY WALL B2



Staging Plans – Phase 4

CONCEPTUAL SEQUENCE OF CONSTRUCTION PHASE 4

1. CONSTRUCT EXIT 23 BRIDGE
2. OPEN NEW RAMP CB–2/DB–1 (NEW RAMP CB–3/DB–2 CLOSED)
3. MAINTAIN I–95 NORTH TRAFFIC ON OLD I–95 SOUTH BRIDGE AND ATWELLS AVENUE ON–RAMP ON TEMPORARY BRIDGE BR–4 (4 TOTAL LANES) MAINTAIN WEAVE DISTANCE BETWEEN ATWELLS AVENUE ON–RAMP AND ROUTE 146/STATE OFFICES OFF–RAMP (EXIT 23)
4. PROVIDE 5 LANES BETWEEN DOWNTOWN/ROUTE 6/10 ON–RAMP AND ROUTE 146/STATE OFFICES RAMP (EXIT 23)
5. CONSTRUCT WALL B2



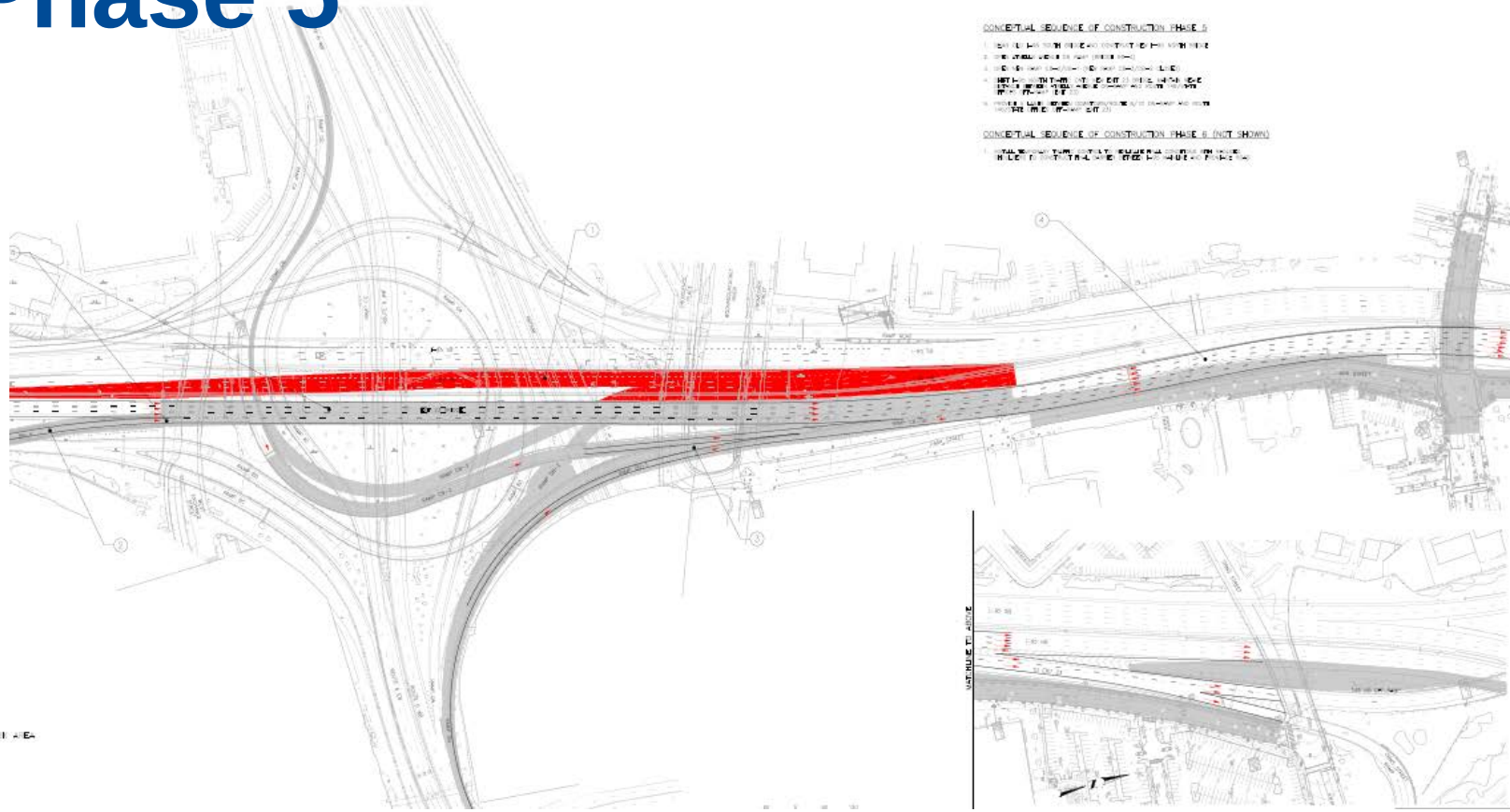
Staging Plans – Phase 5

CONCEPTUAL SEQUENCE OF CONSTRUCTION PHASE 5

1. DEMO OLD I–95 SOUTH BRIDGE AND CONSTRUCT NEW I–95 NORTH BRIDGE
2. OPEN ATWELLS AVENUE ON RAMP (BRIDGE BR–4)
3. OPEN NEW RAMP CB–2/DB–1 (NEW RAMP CB–3/DB–2 CLOSED)
4. SHIFT I–95 NORTH TRAFFIC ONTO NEW EXIT 23 BRIDGE, MAINTAIN WEAVE DISTANCE BETWEEN ATWELLS AVENUE ON–RAMP AND ROUTE 146/STATE OFFICES OFF–RAMP (EXIT 23)
5. PROVIDE 5 LANES BETWEEN DOWNTOWN/ROUTE 6/10 ON–RAMP AND ROUTE 146/STATE OFFICES OFF–RAMP (EXIT 23)

CONCEPTUAL SEQUENCE OF CONSTRUCTION PHASE 6 (NOT SHOWN)

1. INSTALL TEMPORARY TRAFFIC CONTROL TO REPLICATE FINAL CONDITIONS WITH REDUCED SHOULDERS TO CONSTRUCT FINAL BARRIER BETWEEN I–95 MAINLINE AND FRONTAGE ROAD.



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Short Duration Off-peak Lane Closures

- Allowable lane closure charts and timeframes are included in BTC Appendix B
- The DB Entity is responsible for confirming the allowable lane closure timeframes based on Traffic Design Criteria included in the RFP Appendix B
- Any traffic impacts associated with ATCs shall be justified using analysis and VISSIM models

RHODE WORKS

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Right of Way

- RIDOT is advancing acquisitions/temporary construction easement on the following properties:
  - RI Credit Union
  - RIDOA
  - ACLU property at corner of Smith/Holden
- Additional acquisitions/easements (permanent/temporary) by RIDOT
  - DB Team to identify additional needed ROW in ATCs and Proposal
  - RIDOT anticipates ROW from Hilton as example

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Stipends

- Stipends are offered in this procurement
- $275,000 for the responsive teams that are not selected
- Upon stipend acceptance, RIDOT may use any ATCs

RHODE WORKS

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NEPA Process

- NEPA EA process is nearing completion by RIDOT
- FONSI received on December 2, 2019

Items Anticipated by Addenda

- Specifications
- Inspection reports
- Bridge Preservation Plans
  - Pending updated data from latest inspection reports

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RFP Process and Scoring

- Best Value Procurement
  - Price and Technical
  - Using the AASHTO Weighted Criteria Algorithm
  - Price weight factor = 100 (essentially a 50/50 split with price and technical)

Technical Score TS = $W_1S_1 + W_2S_2 + \ldots W_iS_i$

Where:

i = Qualitative Rating Factor (1, 2, 3,…i)
W_i = Weight Percentage for Factor i
S_i = Qualitative Rating Score for Factor i (on a scale of 1 to 100)

(**Note:** The highest technical score would be 100 points.)

Price Score = PS = $W_p * (1-(B-LB)/LB)$

Where:

W_p = Price Weight Factor
(Note: The Price Weight Factor for this project is set at 100)
B = Bid Value(Price Proposal)
LB = Low Bid Value(lowest Price Proposal)

(**Note:** The highest Price Score would be equal to the Price Weight Factor.)

Best Value = Largest Value of: TS + PS

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RFP – Technical Criteria Scoring

1. Technical Approach (70% Of Technical Criteria)
   a. Highway/Traffic (10% of Technical Criteria)
   b. Bridge, Retaining Walls, and other Structures (10% of Technical Criteria)
   c. Schedule and Traffic Staging including impacts to Vehicular, Bicycle and Pedestrian Traffic (30% of Technical Criteria)
   d. Environmental Controls and Approvals (5% of Technical Criteria)
   e. Overall Innovation (15% of Technical Criteria)
2. Project Management (30% Of Technical Criteria)
   a. Administration, Project Controls, and Coordination (5% of Technical Criteria)
   b. Risk Management (10% of Technical Criteria)
   c. Utilities and Railroad Management (5% of Technical Criteria)
   d. Quality (5% of Technical Criteria)
   e. Design and Construction Management (5% of Technical Criteria)

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RFP Schedule

Request for Proposals Issued	November 21, 2019
Mandatory Pre-Proposal Meeting	December 4, 2019
Submit Declaration of Potential Conflict of Interest	December 4, 2019
Conflict of Interest Determinations by the State	December 11, 2019
Confidential Pre-ATC Meetings	December 18, 2019
Initial ATC Submission Deadline	January 13, 2020
Initial ATC Review by the State	January 24, 2020
ATC Proposal Deadline	February 21, 2020
ATC Determinations by the State	March 13, 2020
Last Date to Submit Questions	March 24, 2020
Proposal Deadline	April 2, 2020
Oral Presentations	Week of April 20, 2020
Apparent Best Value Determination	May 1, 2020
Tentative Award	May 8, 2020
Contract Award	June 22, 2020
Notice to Proceed	June 29, 2020

RHODE WORKS

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7598876PH2A2

I-95 VIADUCT NORTHBOUND PROVIDENCE

PROVIDENCE, RHODE ISLAND

Bid# 7598876PH2

BEST VALUE DESIGN-BUILD
PROCUREMENT FOR BRIDGE GROUP
75T-5B (I): I-95 VIADUCT NORTHBOUND

REQUEST FOR PROPOSALS

PART 1

INSTRUCTIONS TO PROPOSERS

November 21, 2019
Addendum#2 December 6, 2019

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

I-95 VIADUCT NORTHBOUND

PROVIDENCE, RHODE ISLAND

DESIGN-BUILD PROCUREMENT

REQUEST FOR PROPOSALS

PART 1 - INSTRUCTIONS TO PROPOSERS

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APPENDIX A

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A.02 FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts

A.03 49 CFR Part 20

Section 1. Request for Proposals, Clarifications, and Basic Terms

1.1. Introduction

This document comprises the Instructions to Proposers (ITP), Part 1 of the Request for Proposals (RFP) package, issued by the State of Rhode Island Department of Administration (RIDOA)/Division of Purchases in conjunction with the Rhode Island Department of Transportation (RIDOT), hereinafter referred to as "The State". The RFP solicits competitive Proposals from the shortlisted Design-Build (DB) entities to value engineer the design and construct the I-95 Viaduct Northbound Project (the "Project") on a fixed term/firm price basis in accordance with 23 U.S.C. §112 and 220-RICR-30-00-8 Title 220 Chapter 30 §8.11 "Selection of Methods of Construction Contracting Management" of the State Procurement Regulations. The State intends to enter into a contract (the "Contract") with the selected Proposer in a form substantially similar to the Contract stipulations included in Part 3 of this RFP.

Bid# 7598876PH2
BEST VALUE DESIGN/ BUILD Services for Bridge Group 75T-5B (I): I-95 Viaduct Northbound, Providence, Rhode Island

DBE GOAL: CONSTRUCTION 11% / DESIGN 11%

TRAINEES: 3,400 HRS

1.2. Request for Proposal (RFP) to Proposers, and Clarifications of RFP

The State will post the electronic copy of the Request for Proposals (RFP) at RIDOT'S *"Bidding Opportunities"* web page accessible at: **http://www.ridop.ri.gov**. Such Proposers shall be responsible for diligently examining the RFP, including any addenda issued by the State in connection with it, and for informing themselves about any conditions that may affect the Proposer's creation of its Technical Proposal, Price Proposal, or its performance of Contract obligations (if it should obtain the Contract). The State shall not be liable for any consequences of a Proposer's failing to fulfill these responsibilities.

There will be no point of contact at RIDOT who will directly answer questions either in person, through email, or by telephone. Questions shall be posted at RIDOT'S "Bidding Opportunities" web page accessible at: http://www.dot.ri.gov/contracting/bids/index.php. Select the question mark "?" next to the applicable project to submit questions. Responses to questions will also be posted at this site. Questions will not be accepted after **NOON on MARCH 24, 2020**. Upon the close of questions, all questions and answers will be posted as an addendum at the RIVIP website at https://www.ridop.ri.gov and will subsequently therefore be incorporated into the resulting contract.

If a Proposer believes that a particular question discloses such request contains proprietary information, trade secrets or confidential commercial and financial information that a Proposer believes should be exempted from disclosure, the Proposer shall specifically identify and mark as such and shall be submitted to the email address provided below in a manner, so it is easily identified. Blanket submittal of all questions identified as confidential shall not be permitted and shall be deemed invalid. The specific proprietary information, trade secrets or confidential commercial or financial information shall be clearly identified as such and shall be accompanied by a concise statement of reasons supporting the claim. The Department cannot guarantee, however, that any courts or another governmental agency with jurisdiction over such

matters will treat such documents and their content as confidential. Proposers must submit questions they consider to be of a confidential nature to the following email address:

The confidential mailbox to be used is: DOA.ViaductQuestions@purchasing.ri.gov mailto:

Any confidential information or questions related to Alternative Technical Concepts (ATC) shall also be submitted to the above email address. See Section 3 of Part 1 of the RFP for additional information related to ATCs and the process for the review of these.

The State will not respond to inquiries that it receives after the deadline for submission of questions.

If the State determines that a requested interpretation or clarification requires a change in the RFP, the State will issue an addendum ("Addendum") providing same. The State will not be bound by, and Proposers shall not rely on oral communication regarding the RFP. Proposers may not rely on any communication regarding these matters except written communications from the State of the kinds authorized in this RFP. If a Proposer has meetings or discussions with other agencies or entities during the Procurement process, the Proposer shall be responsible for verifying with the State in writing the accuracy of any information received from such non-State sources. (The Proposer is cautioned to bear in mind the constraints on such communications set forth in later sections of this text.)

Proposers are responsible for visiting the Project site (the "Site") in order to ascertain by inspection and inquiry any conditions of the Site or adjacent properties that may be pertinent to the Project, such as the location, accessibility, traffic conditions, and general character of the Site, the nature of any ongoing activities at or adjacent to the Site, the character and condition of existing structures or other objects within or adjacent to the Site, and the natural conditions in the area of the Site. No information about the Project itself, however, may be sought from or provided by State personnel during such site visits.

Proposers are responsible for ensuring that they are aware of all clarification notices and Addenda, and each Proposer must acknowledge, in its Proposal transmittal letter ("Transmittal Letter"), that it has received and read all such documents. Failure of a Proposer to provide that acknowledgement may cause and will entitle the State to reject the Proposer's Proposal.

1.3. Contact Information and Addresses for Communications during the Procurement Process

Each Proposer seeking award of the Contract shall designate a primary contact to whom the State may send e-mail communications relative to this procurement.

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

Failure by the Proposer to send to the State Contact Person the identity and addresses of the DB Contact Person may result in the Proposer's failing to receive addenda, notices, or other important communications from the State. The State will not be liable for any damage to the Proposer's interests that might occur as a result of the Proposer's failure to receive such information as a consequence of such an omission.

1.4. Basic Terms and Definitions

The following lists and defines certain key terms used in this document. A more complete listing of terms and definitions is included in the RFP document titled “Part 3 – Terms and Conditions.”

Alternative Technical Concept (ATC): A proposed modification to the Base Technical Concept by a Proposer during the development of Technical Proposals.

Base Technical Concept (BTC): The requirements included in the RFP (the text herein, plans, specifications, references codes and standards, etc.) for the design and construction of any roadway,

bridge, traffic management, drainage, utilities, and other work that defines the scope of the Project. The BTC forms the basis of the Technical Proposal submissions.

Best Value Design Build (BVDB): A process of evaluating proposals and selecting a Design-Build Entity to perform the project based upon qualitative non-price and quantitative cost/price criteria.

Contractor: For the purposes of this solicitation, the term “Contractor”, “Design-Build Entity”, and “Proposer” are synonymous.

Design-Build Entity (DB Entity): An individual, sole proprietorship, firm, partnership, joint venture, corporation, or other entity that provides Design-Build services (may also be referred to in these solicitation documents as a “Contractor”).

Instructions to Proposers (ITP): A document developed by the State that, in general, outlines the requirements that Proposers must satisfy and the process that they must follow during the selection process.

Qualifications Review Group: A group established by the State to review Statements of Qualifications and to establish a Short List of Proposers that will be invited to submit Technical Proposals for consideration by the State.

Proposer: Design-Build Entity that is submitting proposals for this procurement.

RIDOT: The Rhode Island Department of Transportation

RIDOA: The Rhode Island Department of Administration

Request for Proposals (RFP): A solicitation by the State for Proposers to submit a Technical Proposal and Price Proposal for consideration by the State.

State: The State of Rhode Island and Providence Plantations including all agencies and departments.

Statement of Qualifications (SOQ): A set of documents developed by the Proposer and submitted to the State during Phase 1 of the selection process that outlines the Proposer’s qualifications to execute the final Project design and construct the Project.

Technical Provisions: A document developed by the State that, in general, outlines the technical requirements for the Project that Proposers must take into account and incorporate in generating their Technical Proposals.

Technical Review Group: A group established by the State to review Technical Proposals and score those Proposals based on pre-determined scoring criteria set forth in this RFP.

Technical Support Group: A group established by the State to develop the preliminary design that constitutes the BTC. This group also assists the other Design-Build groups with review of ATCs and other technical issues during the evaluation process.

Terms and Conditions: A document developed by the State that, in general, outlines the legal Contract terms and other general terms, that will be included in the Contract between the State and the Proposer selected to receive that Contract.

Section 2. Design-Build Project and Process Overview

2.1. General Description of the Design-Build Contracting Process and Project

The State invites only the short-listed Proposers to submit proposals for the contract ("Contract") for a project (the "Project") that will include the design and reconstruction of the Providence Viaduct NB bridge and associated highway interchange in Providence, Rhode Island. The award of the Contract will be made, and the performance of the Contract carried out in accordance with what is commonly known as DB method of contracting.

The Project will principally consist of the reconstruction of I-95 Viaduct northbound and associated ramps in Providence. This reconstruction shall include the staged reconstruction of I-95 Viaduct northbound, Smith Street Bridge, associated ramps, impacted City Streets, along with reconstruction of bridges, preservation of bridges, retaining walls and other structures as necessary.

The project includers the demolition of the following bridges as a minimum:

Bridge No. 057601-Atwells Avenue Ramp Bridge
Bridge No. 057801-Providence Viaduct NB Bridge and former SB Bridge
Bridge No. 058201-Ramp CB-2
Bridge No. 058301-Ramp DB-1

Other work includes but is not limited to: bridge and retaining wall demolition, roadway reconstruction, Amtrak overhead catenary structure relocation, retaining wall construction, drainage construction, landscaping, intelligent transportation systems and fiber optic communications systems, utility relocation, noise mitigation, handling and disposing of contaminated materials, and installation of traffic signals.

The BTC identifies the bridges, and proposed treatment (Preservation, Replacement or New) shown in Table No. 1 as being required to support the proposed roadway layout. The Contractor shall determine the final location, layout, type, and dimensions of all elements of the bridges required to accommodate the roadways required to provide a final design that meets all of the requirements of the RFP and all design codes, guide and specifications applicable. All bridges, retaining walls, and other structures required to support the final design shall be included in this project as part of the Proposal and be included in the Price Proposal.

Table No. 1: Bridge Structures Anticipated to be Included in BTC (ID and Proposed Treatment)

Current Bridge #	New Bridge #	Bridge Name	Treatment
057501		Atwells Ave Bridge	Preservation
057601	137901	Atwells Ave Ramp Bridge	Replacement
057801		Providence Viaduct	Replacement*
058101		Ramp CB-1	Widen
058201	138201	Ramp CB-2	Replacement
058301	138301	Ramp DB-1	Replacement
070101		Smith St Bridge	Replacement
070401		Park St Bridge	Preservation
070601		Chalkstone RR Bridge	Preservation
070701		Ashburton St Bridge	Preservation
070801		Charles St Bridge	Preservation
	137801	Exit 23 (C/D Road)	New
	138101	Ramp CB-3	New
	138401	Ramp DB-2	New

*BTC also includes preservation activities for the Providence Viaduct former SB bridge for use of this bridge during temporary traffic phasing.

Any necessary bridges may be built using Accelerated Bridge Construction Technologies as required to meet the construction schedule and traffic maintenance requirements. Accelerated Bridge Construction methodologies that are encouraged include use of Prefabricated Beam Units ("PBU's), prefabricated or precast concrete elements, Lateral Slide methods, Self-Propelled Modular Transporters (SPMTs) and other applicable methods.

Historical plans for the existing bridges are provided in Appendix B, along with the BTC plans.

Construction of the highway improvements and replacement of the bridges will proceed in stages. In each stage, all traffic on Route 6/10, Interstate I-95, entrance and exit ramps, and all other roadways shall be maintained as required in the BTC, unless specifically stated otherwise in this RFP.

2.2. Summary of the Design-Build Proposal Process

The Request for Proposals is Phase 2 of the Best Value Design-Build Procurement process. During Phase 1 (Statements of Qualifications) a short list ("Short List") of qualified Proposers was determined. This RFP is now posted on the State's purchasing website soliciting the short-listed Proposers to submit Technical and Cost Proposals. The Proposer that is deemed the most qualified and presents the *Best Value* in the judgment of the State will be invited to enter into a contract with the State for design and construction of the Project.

Proposers should thoroughly review the definitions in Section 1.4 of this RFP.

Proposers must comply with the following, as well as the other requirements in this RFP:

1. Any Proposer that wishes to submit a design for the Project that varies in some way from the State's BTC may submit an ATC as allowed by the RFP, which will be evaluated by a Technical Support Group established by the State. Said Group will determine whether or not the Proposer may use the ATC in its subsequent Proposal for design and construction of the Project.
2. In its SOQ, each Proposer identified Key Personnel that it has assigned or will assign to the Project, stating the specific role that each person would perform in Project work. Those identifications will be deemed a binding commitment that if the Proposer should receive the Contract, those identified "team members" will, in fact, play the designated roles in Project design and construction. Proposers are precluded from substituting, replacing, or removing any of the Key Personnel without the written consent of the State to do so. If a Proposer believes that a substitution for any identified Key Personnel is warranted at any time (due to an intervening event), the Proposer shall so notify the State in writing, providing details of the proposed change and the reasons for it. The State shall not withhold such consent unreasonably. Proposed substitutions for such identified Personnel shall have equal or better credentials than the Personnel that they would be replacing. Should the substituted Personnel, in the opinion of the State, prove to not meet or exceed the experience and training that the original team member possessed, the Evaluation Group may reevaluate the Proposer's Qualifications score accordingly, if the substitution is proposed before award of the Contract.
3. Proposers will be required to submit a price (and a schedule of values) for design and construction of the Project ("Price Proposal"), and the selected Proposer must place in escrow, as prescribed in Chapter 5 of this RFP, all of the documents ("Price Documents") that it used or consulted in the process of pricing the design and construction of the Project for purposes of making its Price Proposal.

4. Within the time frame dictated by this RFP, the Proposer must submit a detailed Technical Proposal, as prescribed herein, as to its plans for the design and construction of the Project, and, at the same time, a Price Proposal, each enclosed in a separate, sealed container, as more fully described elsewhere in this RFP. The State will establish a Technical Review Group that will evaluate and score the Technical Proposals according to a predetermined set of weighted criteria set forth in this RFP. The Price Proposals will remain sealed until after the evaluation and scoring of the Technical Proposals.

5. The scoring of the Technical Proposals and Price Proposals according to the criteria set forth in this RFP by the State, who will decide which Proposer's combination of Technical Proposal and Price Proposal offers the best value to the State and the public and will award the Contract to that Proposer.

2.3. Proposed Procurement Schedule

The current schedule for the PROJECT is for Substantial Completion by November 15, 2025. Substantial Completion includes all bridge work complete, inspected, and open to traffic. Final Construction Completion shall be by July 2026.

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

Request for Proposals Issued	November 21, 2019
Mandatory Pre-Proposal Meeting	December 4, 2019
Submit Declaration of Potential Conflict of Interest	December ~~4~~11, 2019
Conflict of Interest Determinations by the State	December ~~11~~18, 2019
~~Confidential Pre-ATC Meetings~~	~~December 18, 2019~~
Initial ATC Submission Deadline	~~January 13, 2020~~January 10, 2020
Confidential Initial ATC Meetings	Week of January 13, 2020
Initial ATC Review by the State	January 24, 2020
ATC Proposal Deadline	February 21, 2020
ATC Determinations by the State	March 13, 2020
Last Date to Submit Questions	March 24, 2020
Proposal Deadline	April 2, 2020
Oral Presentations	Week of April 20, 2020
Apparent Best Value Determination	May 1, 2020
Tentative Award	May 8, 2020
Contract Award	June 22, 2020
Notice to Proceed	June 29, 2020

The State is currently completing work on the National Environmental Policy Act (NEPA) process for the Project. This process will continue in parallel with the procurement process.

At this time, the anticipated date for completion of the NEPA process is January 2020. All schedules submitted as part of this procurement process shall be based on this assumption. If the process concludes later than Notice to Proceed, the State and the Proposer will adjust the project schedule accordingly. In this case, preliminary engineering can continue during this timeframe; however, under no circumstances will the Proposer be allowed to start final design or construction prior to the completion of the NEPA process.

2.4. Reference Documents and Standards Applicable to Design of the Project

The State will electronically provide Project-specific reference documents to each Proposer via the State Division of Purchases website http://www.ridop.ri.gov. The partial Project-related plans (the "BTC") included

in those documents will be for the Proposers' reference use only. All Proposers will be deemed to acknowledge by their receiving of such plans that they understand that while those plans have been advanced to the level of detail shown, the selected Proposer will be required to develop and provide a final, complete Project design based on its Technical Proposal that has been stamped and sealed by its own Designer of record, after review and approval by the State and possibly by third parties. The Proposer must understand it will have to make revisions of or additions to the proposed Design in accordance with any comments received during the ongoing plan reviews from the State.

The State will warrant any documents that it provides; however, the State makes no representations as to the accuracy or completeness of information contained in any documents not obtained from the State, and it will not be responsible in any way for a Proposer's reliance on or use of the contents of such third-party documents.

Published standards of AASHTO and the State, including, but not limited to those standards set forth in Parts 2 and 3, will apply to the final design and construction documents to be developed by each Proposer. State documents are available on the State's web site http://www.dot.ri.gov.

2.5. State's Rights Regarding Content of the RFP, Administration of the Procurement process, and Award of the Contract

The State may investigate the qualifications of any Proposer as long as its Proposal is under consideration, may require related confirmation of information from a Proposer, and may require the Proposer to produce additional evidence regarding its qualifications to perform the tasks required by the RFP. The State may exercise, in his sole discretion, any of the following rights:

1. Reject any or all Proposals at any time prior to execution of the Contract;
2. Consider any relevant information from any source in making evaluations within the Procurement process;
3. Issue a new RFP;
4. Amend, modify, or cancel and withdraw the RFP;
5. Modify the RFP, which shall include the right to extend submission deadlines as deemed appropriate, and it will be the responsibility of each Proposer to consult http://www.ridop.ri.gov;
6. Appoint and assign a Technical Review Group to evaluate Proposals, and appoint and assign a Technical Support Group, each of which may seek the assistance of legal or technical advisors in making their evaluations;
7. Waive minor irregularities in Proposals; and,
8. In connection with in-person presentations concerning proposed ATCs, request supplements to the Proposal.

The RFP does not commit the State to enter into the Contract, even after tentative notice of award of the Contract, nor does it obligate the State to reimburse a Proposer for any costs incurred in preparation and submission of a Proposal or in anticipation of an award or execution of the Contract. By submitting a Proposal, a Proposer disclaims any right to be paid by the State, unless and until the State executes a Contract with the Proposer, other than the payment of a stipend pursuant to the terms and provisions set forth in Section 4.4 of this RFP.

2.6. Property of the State

All physical materials submitted by a Proposer to the State in response to this RFP shall become the property of the State and shall not be returned to the Proposer. The exception to this is with regard to

stipends and the ownership of ideas related to Alternative Technical Concepts. The State's potential use of the concepts contained in those materials is addressed elsewhere in this RFP.

2.7. Conflict of Interest and Unfair Competitive Advantage

2.7.1. Conflict of Interest

1. 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 by the date specified in Section 2.3 Proposed Procurement Schedule to the following: ~~.~~

Rhode Island Department of Administration
Division of Purchasing
One Capitol Hill
Providence, Rhode Island, 02908
Attn: Lisa Hill

~~1. The State will be the sole judge as to whether or not any conflict of interest exists.~~

2. The State, 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 the State's determination in this matter may result in a proposal being declared non-responsive.

3. 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:

   a. An organization or individual hired by the State, or its Consultants, to provide assistance in the development of instructions to Potential vendors or evaluation criteria for the Project.

   b. An organization or individual with a present or former contract with the State, 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.

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

5. The State 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.

2.7.2. Proprietary Disclosure

1. If a Respondent has special concerns about information which it desires to make available to the State 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 State. The written request shall:

a. Invoke such exemption upon the submission of the materials for which protection is sought.

b. Identify the specific data or other materials for which the protection is sought.

c. State the reasons why the protection is necessary.

2. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the State to treat the entire Proposal as public information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on the State 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).

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

4. 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 the State's intention, subject to applicable law, not to consider a request for disclosure until after the State's selection of the Best Value Design Build (BVDB) Contractor.

2.7.3. Program Fraud and False or Fraudulent Statements or Related Acts

1. 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 FHWA 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.

2. 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 FHWA 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(I) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal Assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2.7.4. "Anti-Kickback" Prohibitions

1. Certain employee protections apply to all FHWA 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.

2.7.5. **Unfair Competitive Advantage**

The BVDB procurement will be conducted using a fair and impartial procurement process. It is essential that a level playing field be maintained during the procurement phase. The Proposers are advised that the following prohibitions, restrictions, and requirements will apply to this BVDB procurement:

1. Firms and individuals may not materially participate (defined as holding a financial interest, assisting in the preparation of a Proposal, or providing one or more of the Key Personnel described in Section 2.3.2 of the RFQ) in more than one Proposal in response to this RFP;
2. Firms and individuals may not solicit, review, or receive BVDB criteria weighting or evaluation materials prepared by the State or its consultants during the procurement phase, either directly or through an intermediary;
3. Proposers (including subcontractors, employees, or representatives) shall not communicate with or attempt to influence the Qualifications Review Group, the Technical Review Group, or other State representatives involved in the BVDB selection process, except as allowed by the RFQ, and by this RFP;
4. Current or former employees of the State or its consultants directly involved in preparing this RFQ or RFP shall not be engaged or employed on this project by proposers for 12 months after these employees have been under the employ of the State or its consultants directly involved in preparing this RFQ or RFP.

An Unfair Competitive Advantage may exist if a Proposer is not in full compliance with Nos. 1 through 4 above.

Section 3. Base Technical Concept and Alternative Technical Concepts

3.1. General Description of Base Technical Concept and Alternative Technical Concepts

The State has chosen to use the ATC process in order to enhance innovation, achieve efficiency, and avoid delays/potential conflicts in the design that may arise from deferring Technical Concept reviews until after contract award. These proposed changes (ATCs) shall provide solutions that are equal to or better than the requirements contained herein and do not conflict with criteria agreed upon in the environmental decision-making process. The State's intent in allowing for ATCs is to obtain the Best Value/Best Design for the State. 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. The BTC includes but is not limited to: bridge and retaining wall demolition, bridge construction, roadway reconstruction, overhead catenary structure relocation, retaining wall construction, drainage construction, landscaping construction, intelligent transportation systems and fiber optic communications systems, utility relocation, handling and disposing of contaminated materials, and installation of traffic signals. The major features of the BTC design are as follows:

1. Smith Street Bridge and Park Street retaining walls will be reconstructed to provide a wider opening footprint for I-95 NB. This work includes utility relocations.
2. Atwells Avenue Bridge BR-4 to I-95 NB is reconstructed.
3. The former I-95 SB Bridge deck is rehabilitated for use as a temporary NB bridge and demolished when it is no longer needed for staged construction.
4. The Providence Viaduct NB Bridge will be replaced with two new bridges – one carrying through traffic on I-95, and one carrying traffic to Route 146 and the State Offices (Exit 23).
5. Route 6/10 inbound traffic is separated via the replacement of existing Ramp CB with two structures, CB-1 to I-95 and CB-2 to Exit 23. Traffic from Memorial Boulevard/Downtown Providence is separated via two new bridges and reconstruction of Ramp DB.
6. New retaining walls are constructed to support I-95 and Exit 23 Traffic.
7. Preservation activities for the bridges identified in section 2.1.
8. Construction of stormwater BMPs to meet permitting agency approvals.
9. Streetscape improvements on Park Street and Smith Street.

The documents submitted by a Proposer must be based on the BTC. Those documents shall include, but not be limited to, the preliminary design of all roadways, bridges, bicycle facilities, overhead catenary structures, retaining walls, temporary structures, traffic management, intelligent transportation systems and fiber optic communications systems, drainage, lighting, utilities, streetscape features, and other construction identified or described in the BTC, or required to construct the BTC. Preliminary calculations used by the Proposer in the development of a Technical Proposal based on the BTC shall be submitted as an appendix to the Proposal. All Proposals must incorporate the BTC without any exceptions to or deviations from the BTC or the requirements of the RFP, unless the State formally accepts an ATC proposed by the Proposer.

Part 2 contains language for allowable and disallowable ATCs.

Following award of the Contract, the BTC (as modified to incorporate any ATCs accepted by the State), any other Proposal concept presented, and any commitment made in a Proposer's Proposal will become Contractual obligations of the Proposer if it should obtain the Contract.

The ATC process allows Proposers to apply, prior to the State's evaluation of Proposals, for approval of proposed alternatives to the BTC or the RFP requirements. The State will not approve any ATC that deviates from the RFP requirements unless the State 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 Proposer 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.

Proposers 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 Proposer shall describe all interdependent ATCs in its Executive Summary (see Section 3.6 below). Failure to fully and accurately describe the interdependent components may result in the State's rejection of the entire ATC. If the State should conclude that a component of the interdependent ATCs is not allowable, the State may reject the entire ATC or a portion thereof.

Proposers may submit no more than ten (10) ~~potential~~ Intial ATC concepts and no more than eight (8) ~~Initial~~ Final ATCs. Any Final ATCs submitted without prior development as an Initial ATC has the risk of being rejected without the opportunity to modify based on feedback from RIDOT that will be given with respect to Initial ATCs submitted.~~Only ATCs that were submitted as Initial ATCs can be considered for advancement to a Final ATC submission.~~ A Proposer may request that an ATC apply to more than one structure or element of this Project provided the ATC consists of one concept proposed to be incorporated consistently into the final design for each element for which it is requested. The Proposer must identify in the ATC submittal which element of the project the ATC will apply,

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

3.2. Technical Review Group

The State has established a Technical Review Group, consisting of RIDOT and/or RIDOA personnel responsible for evaluating and scoring the Technical Proposals by applying to them the relevant criteria set forth in this RFP. The Technical Review Group will be responsible, at the least, for reviewing Technical Proposals and determining a quantitative score for each Technical Proposal by applying to it said relevant criteria.

3.3. Technical Support Group(s)

The State may establish a Technical Support Group(s) for the Project procurement process. The group will consist of RIDOT personnel as well as the State's technical consultant. This Group(s) will provide technical assistance and recommendations to the Qualifications and Technical Review Groups during the procurement process, if asked to do so by the State. This group will not be used to score technical proposals.

3.4. ATC Process

The State encourages innovation on the part of the Proposers in proposing modifications or improvements to the BTC that may result in cost or time savings, improve functionality, or reduce future maintenance. Figure 3-1 illustrates the Alternative Technical Concept (ATC) Process that will be used on this Project. The following sections provide details regarding the process for submittal, consideration, and determination of acceptability.

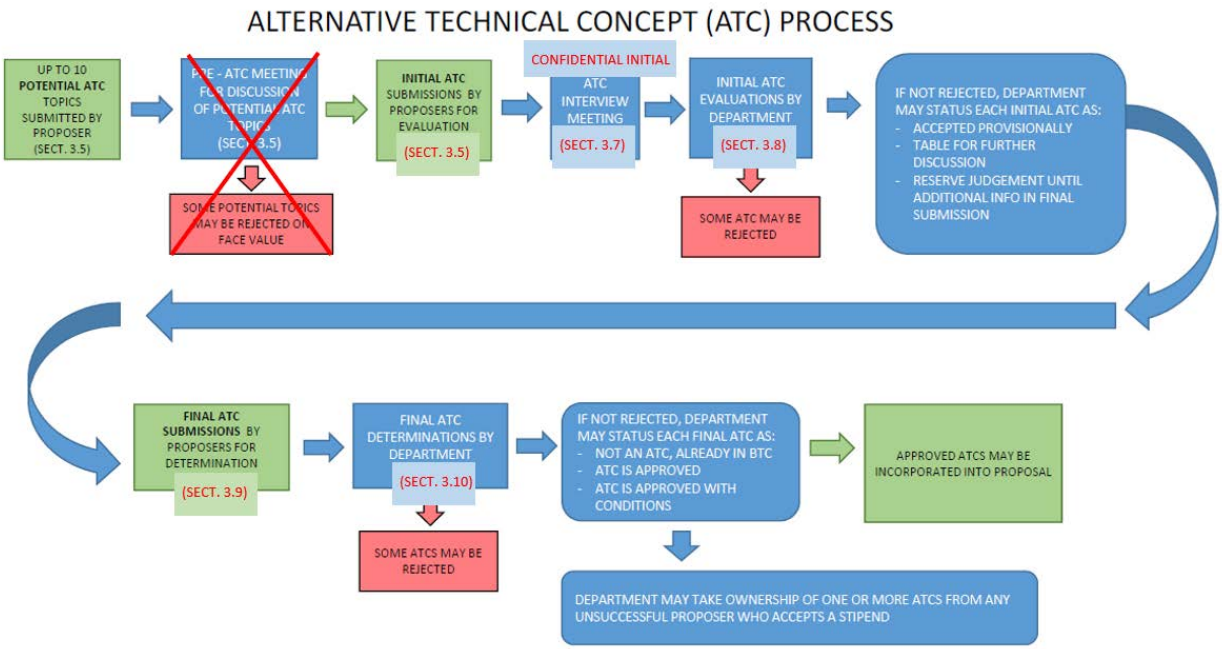

Figure 3-1. Alternative Technical Concept (ATC) Process

~~3.5. Submission of Potential ATC Concepts /Pre-ATC Meeting~~

~~Prior to the deadline for submission of Initial ATCs (see Section 2.3 for date information) the State will hold one confidential Pre-ATC Meeting with each Proposer.~~

~~The Proposer shall submit in writing (via email) to the State's contact person lisa.hill@purchasing.ri.gov up to 10 potential ATC concepts to be discussed, the order in which each concept will be discussed, the design disciplines that are involved in each concept, and as much of the information (in the format listed) from the executive summary requirements below as practical. The potential ATC concepts must be submitted a minimum of five (5) business days before the date set for the Pre-ATC meeting (See Section 2.3 for date information).~~

~~The Proposer shall bring nine (9) hard copies along with a CD-R with each hard copy to the Pre-ATC meeting. The first part of the meeting will consist of the Proposer presenting an overview of the proposed approach to be used for the design and construction of the project, accompanied by the Proposer's proposed approach to traffic maintenance.~~

~~The second part of the meeting will consist of the Proposer presenting no more than ten (10) potential ATC concepts. This portion of the meeting will provide a dialog between the Proposer and the State relative to these concepts. The State will provide guidance in relation to the ATC concepts that will not be considered and provide preliminary comments relative to ATC concepts it will potentially consider.~~

~~The Pre-ATC Meeting will be limited to three (3) hours following introductions and set-up. Additional Pre-ATC meetings will not be allowed. The State will contact the Proposer to provide the time and location of the meeting.~~

~~3.6.~~3.5. Submission of Initial ATCs by the Proposer

The Proposer may submit no more than ~~eight~~ ten (~~8~~10) Initial ATCs to be considered for review.

Proposers should make every effort to submit Initial ATCs as early as practical, but no later than the date established in Section 2.3, to afford the State sufficient time for proper evaluation. In the Executive Summary, each ATC being proposed must be separately titled and clearly described in two (2) pages or less All submissions of ATCs shall be through the following:

Rhode Island Department of Administration
Division of Purchasing
One Capitol Hill
Providence, Rhode Island, 02908
Attn: Lisa Hill
lisa.hill@purchasing.ri.gov

~~The State will either reject the ATC without further study or schedule an ATC review meeting with the Proposer for presentation of the proposed ATC(s). The Proposer must be prepared to meet within seven days of submission of an ATC to the State or three business days following the ATC submission deadline, whichever is earliest.~~

Within seven (7) calendar days of the submission of Initial ATC's, the State will hold one mandatory confidential Initial ATC Meeting with each Proposer. Proposers are required to bring nine (9) hard copies of their ATC Executive Summary, including any supplemental information, marked "CONFIDENTIAL," to each related meeting with the Technical Review Group. If a Proposer is making a Power Point presentation at an ATC meeting, one (1) digital copy of the presentation on a CD-R must be left with the Group at the end of the meeting. The State 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 summary fashion:

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 Group 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) Utility relocations, and (6) life-cycle Project and infrastructure costs (specifically costs of future operation, repair, or maintenance).
7. Provide a DRAFT TMP including a detailed explanation of phases and closures with proposed mitigation to offset the impacts. The TMP shall include General Restrictions Charts in accordance

with RIDOT TMP requirements for any ATC that modifies temporary traffic phasing or final lane and configurations shown in the BTC along with justification based on traffic volumes, VISSIM model, and Synchro analysis.

8. Description of any problems, impacts, or negative effects that may be caused by implementing the ATC.
9. Identification and discussion of potential benefits of the ATC in hastening completion of the Project or in creating other Project scheduling benefits or negative impacts.
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.
11. A listing of which utility or Amtrak OCS relocations will be required, the number of times each utility or Amtrak OCS must be relocated and a comparison assessment list for the utility or Amtrak OCS relocations required under the BTC.

~~11.~~

~~3.7.~~3.6. Confidentiality of ATCs

All ATCs properly submitted by a Proposer for the State's consideration and all subsequent communications regarding such ATCs will be considered confidential by the State and will be safeguarded from unauthorized viewing, copying, etc. The State 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 the State before the notice of award is given by the State, the Proposer must first obtain the State's advance written approval of such communication or else it must not carry it out. In order to obtain the State's approval, the Proposer must first notify the State 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.

Violation of this requirement may result in a withholding of the stipend or even withdrawal by the State of an award of the Contract to the Proposer.

~~3.8.~~3.7. ~~Interviews of Proposers by Technical Support Group Regarding Proposed ATCs~~Confidential Initial ATC Meeting

The State ~~may conduct~~will 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 nine (9) hard copies of the Executive Summary related to the ATC(s) it is proposing. (See above for requirements regarding the Executive Summary.) 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 Group at the end of the meeting. The State 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.

~~3.8.1.~~3.7.1. Meeting Purpose:

The goal of the confidential meeting(s) is to provide the State with an overview of the Proposer's ATC(s). The initial meeting will offer the Proposer the opportunity to present up to ten (10) ATCs within a maximum of three (3) hours and fifteen (15) minutes. Proposers should be prepared to answer the State'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. 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), a traffic operational analysis, and any schedule information that may be helpful to the Group in its review of the ATC.
3. 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.
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 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.
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. 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 or mitigated 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.
10. A listing of which utility relocations will be required, the number of times each utility must be relocated and a comparison to the utility relocations required under the BTC.

~~3.8.2.~~3.7.2. Meeting Guidelines:

The State 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 the State during the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer. Proposers are prohibited from discussing ATCs with State personnel or State consultants outside the confines of the meetings with the Technical Review Group.

Proposers' Team Members attending the meetings should have the particular expertise that will enable them to answer questions about the subject ATC(s). Persons attending the ATC meetings will be required to sign an agreement to abide by the foregoing rules; said document will also serve to identify all meeting participants. The Proposer shall bring a copy of the signed document (s) to each such meeting thereafter. All Team and Group members must attend the meetings in person; conference calls will not be permitted.

During each ATC meeting, Proposer Team Members may ask questions relating to their presented ATC(s), and Group members may provide responses to same. Questions answered by Group members will focus solely on the ATC(s) presented and the manner in which they may affect the BTC. Any questions seeking clarification of RFP provisions must be submitted in accordance with Sections 1.2 and 1.3 of this RFP.

The State reserves the right to change or clarify the RFP criteria or Project requirements in response to information received or issues raised during the ATC Group 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.

~~3.9.~~3.8. Initial Evaluation of ATCs

As soon as is practicable, but no later than ~~five (5) business days~~the date provided in Section 2.3 Proposed Procurement Schedule, after the Initial ATC Submission or ATC meeting(s) with a given Proposer, the State will notify the Proposer that the State 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 Group, 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 Group requires additional discussion of the ATC at an additional meeting.
4. The State reserves its judgment, pending its receipt from the Proposer of certain specified information that must be included in the Proposer's final submission to the State regarding the subject ATC.

~~3.10.~~3.9. Final Submission Requirements for ATCs

The Proposer may submit up to eight (8) Final ATCs to be considered for final approval.

Any Proposer seeking final approval of an ATC, whether provisionally-approved or whether the State required additional information following the initial ATC submission, must send a written request for such approval as a cover page to the Final ATC Submission. The Final ATC Submission must be received by the State Contact Person no later than the date set for the Final ATC Submission Deadline (See RFP Part 1 Section 2.3 for date information). Submissions received after that time or submissions that include additional changes made after the ATC was provisionally-approved will not be accepted. Should the State make a written request to the Proposer for some clarification of the Proposer's final ATC submission, the Proposer should provide such clarification in writing to the Group, care of the State Contact Person, within two (2) business days after the request is made. Failure of the Proposer to provide the information requested in a timely manner may result in rejection of the ATC submission.

Final ATC submissions must contain sufficient information for the Group to render an informed determination of the acceptability of the submission. Nine (9) 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 State Contact Person. This submission shall include all relevant material, including applicable material on the ATC presented during Group meetings. The Proposer must submit an electronic version of the submission to the State 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, the State may reject the submission and reject the ATC proposal.

The State will respond to the Proposer's final ATC submission within seven (7) business days after receiving both the hard copies and the digital copy.

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), a traffic operational analysis, and any schedule information that may be helpful to the Group 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) Utility Relocations, and (6) initial and life-cycle Project and infrastructure costs (specifically costs of future operation, repair, or maintenance).
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 State 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.
15. Provide a DRAFT TMP including a detailed explanation of phases and closures with proposed mitigation to offset the impacts. The TMP shall include General Restrictions Charts in accordance with RIDOT TMP requirements for any ATC that modifies temporary traffic phasing or final lane and configurations shown in the BTC along with justification based on traffic volumes, VISSIM model, and Synchro analysis.
16. A listing of which utility relocations will be required, the number of times each utility must be relocated and a comparison to the utility relocations required under the BTC.

~~3.11.~~3.10. Final Determinations Regarding Proposed ATCs, and Incorporation of Approved ATCs into the Proposer's Technical Proposal.

The State will make one of the following determinations with respect to each sufficient and properly-submitted 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 and subsequent acceptance by the DB team 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 the State will not grant the Contractor any additional Contract time in which to complete the Project, nor will the State 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 the State; none may be included that have not been so approved. Copies of State 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's Executive Summary and will not be counted towards the total page count of the Proposal. 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 the State 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 the State 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.

Section 4. Submission and Treatment of Proposals (Technical and Price Proposals)

4.1. General Format of Proposals

The Proposal, comprised of the separately sealed Technical Proposal and the Price Proposal, must contain sufficient substance and clarity to give the State a clear and ample understanding of the Proposer's capabilities and resources and of the Proposal's particulars and potential benefits for the State. The Technical Proposal shall consist of text, drawings, graphs, photographs and tables, as required below or as needed in order to describe clearly the Proposer's intended approach to designing and constructing the Project. The Price Proposal shall consist of the Proposer's total price for designing and constructing the complete Project. Particular requirements for the form and contents of Technical and Price Proposals are set forth in Chapters 6 and 7 of this RFP, respectively.

The Proposal must be submitted in one submission containing separately sealed Technical Proposals and Price Proposals. Both hard copy and electronic form (.PDF format) shall be submitted and marked accordingly. Each hard copy should be bound or held together in a secure and sequential fashion. On the outside of that container, the Proposer must print the following information, in letters and digits large and dark enough to be read easily:

PROPOSAL
Bid# 7598876PH2
I-95 Viaduct Northbound,
Providence, Rhode Island
"Proposer Name"

The Proposer shall submit nine (9) printed copies and two (2) digital copies of the Technical Proposal and the required submittals included in Appendix "A", including the bid bond. The Bid Bond shall be submitted in a separate evelope marked:

BID BOND
Bid# 7598876PH2
I-95 Viaduct Northbound,
Providence, Rhode Island
"Proposer Name"

The Proposer shall also submit an original and two separately sealed (2) hard copies and two (2) digital copies of the Price Proposal in a separate sealed envelope, sealed box, or other container. On the outside of that container holding of the Price Proposal, the Proposer must print the following information, in letters and digits large and dark enough to be read easily:

PRICE PROPOSAL
Bid# 7598876PH2
I-95 Viaduct Northbound,
Providence, Rhode Island
"Proposer Name"

All Proposals must be accompanied by an original and one (1) copies of a signed Transmittal Letter. Said letter must be signed by an official authorized to legally bind the Proposer. The original letter shall be marked "ORIGINAL" and shall be placed inside the outermost container holding the smaller containers which hold, in turn, the copies of the Transmittal Letter with each copy of Technical Proposal, the Bid Bond, and the copies of the Price Proposal. These copies and the separate envelopes or containers holding, respectively, (1) the copies of the Transmittal Letter and Technical Proposal, (2) the Bid Bond, and (3) copies of the Price Proposal and the required submittals, shall then be placed inside this outermost sealed

envelope, box or other container. On that larger, outer container, the Proposer must print the following information, in letters and digits large, clear and dark enough to be read easily:

Bid# 7598876PH2
I-95 Viaduct Northbound,
Providence, Rhode Island
"Proposer Name"

Any information or other material within a Proposal that the Proposer deems proprietary or otherwise confidential shall be handled as described in Section 4.3 hereof.

Proposers shall provide in their Proposals all information and materials required by or requested by the State pursuant to the terms of the RFP. The State may reject as nonresponsive any Proposal that does not provide all such information and materials.

4.2. Time, Place, and Method of Proposal Submissions

Proposals satisfying all of the requirements of this RFP in form and content must be submitted by the Proposer and received by the State no later than the Proposal Deadline stated below in this Section.

Proposals must be delivered to the State Department of Administration, Division of Purchases, 1 Capitol Hill, Providence, Rhode Island, 02908. Responses misdirected to other State locations, or which otherwise are not received by the State Division of Purchases by the established due date and time for any cause will be determined to be late and will not be considered. The official clock for the purpose of registering the arrival of a document is in the reception area of the Department of Administration, Division of Purchases, Providence, Rhode Island. The State shall reject without further consideration any Proposal that it receives after the Proposal Deadline.

The State also shall not be deemed responsible or liable for mislabeled Proposals. Any and all damage that may occur to the Proposal submission due to mishandling in the delivery of the Proposal to the State shall be the Proposer's responsibility, and the Proposer shall not be allowed to rectify, repair or replace any portion of the Proposal that is lost, erased, or damaged due to such mishandling.

The Proposal submission deadline is **April 2, 2020 at 11:30 AM.**

4.3. Confidentiality of Proposals; Legal Disclosure Requirements

Respondents are advised that all materials submitted to the State for consideration, will be considered to be public records as defined by RI General Laws 38-2, without exception, and will be released for inspection immediately upon request once an award is made.

4.4. Compensation (Stipends) for Proposal Preparation

The State will award a stipend in the amount of $275,000 to each shortlisted Proposer that does not obtain the Contract but has submitted a responsive Technical Proposal and Price Proposal that conform to the requirements of the RFP, as determined solely by the State, subject to the terms and provisions of the Stipend Agreement in the form provided in Appendix A of Part 1 of this RFP.

To be eligible to receive such a stipend, the Proposer must execute the Stipend Agreement, enclose it with its Price Proposal in the manner required by this RFP, and submit the Price Proposal by the Proposal Deadline. No exceptions to this provision will be made. If the Proposer does not wish to be subject to the terms and conditions of the Stipend Agreement, it may decline the stipend.

If the Proposer is offered and accepts a stipend from the State for the development of the Technical Proposal, the State reserves the right to disclose the contents of any ATC used therein in response to any request related to it that may be made following the award of the Contract under the provisions of the Rhode Island Access to Public Records Act or federal Freedom of Information Act. If the Contract should be re-

advertised for some reason, the State will protect the confidentiality of the ATC materials and content until the Contract has been awarded and executed.

If the State does not offer a stipend to Proposers for their Project-related preliminary design work, the ATCs will be considered the intellectual property of the Proposer, and the State will deem them confidential and exempt from public disclosure under the provisions of the Rhode Island Access to Public Records Act. The State would, nonetheless, have to comply in that regard with any contrary decision under the Rhode Island Access to Public Records Act or any courts or any other governmental agency having superior authority over such matters.

4.5. Withdrawal of Proposals

A Proposer may withdraw its Proposal from State consideration at any time prior to the Proposal Deadline, by sending its request to do so in a letter signed by a duly-authorized representative of the Proposer to the State Purchasing Agent. Such withdrawal will not prejudice the right of a Proposer to file a new Proposal for the D-B Project, provided that it is received by the State Contact Person before the Proposal Deadline. No Proposal may be withdrawn at or after the Proposal Deadline.

Section 5. Escrowed Proposal Documents

5.1. Purpose and Scope of Escrowed Proposal Documents

The main purpose of this Chapter is to preserve documents related to the selected Proposer's Proposal for possible later use in resolving any claims, extra work orders, or litigation between the State and the Contractor that may arise out of the Contract or its performance. This provision is intended to create a spirit of cooperation and an atmosphere of transparency between the State and the Contractor with respect to pricing matters and Contract disputes.

The preparation, delivery and escrowing of the required escrow bid documentation shall be in accordance with Section 103.8 of Part 3 of the RFP, as updated and amended by the Special Provision “103.8 Escrow of Bid Documentation” provided in Appendix B.01 of Part 2 of the RFP, and this section. The phrase “Bid Documentation” used in Section 103.8 shall mean any and all estimate calculations, quantity take-offs, material or subcontractor quotations, design assumptions, design constraints, or other pricing information used by the Proposer in order to estimate the cost of each detailed component of the Project work for purposes of formulating its Price Proposal.

The Price Documents need not include documents provided or created by the State.

5.2. Format and Content of Escrow Documents

The Proposer may submit Escrow Documents in its usual cost estimation format, provided that all information contained therein is legible, clearly presented, and plainly comprehensible. It is not the purpose of this provision to cause the Proposer extra work during the preparation of the Price Proposal, but to ensure that the Escrow Documents will be adequate to enable State personnel to understand them completely and interpret them properly if it should be necessary to consult them in order to make use of them in the intended ways described above. The Escrow Documents may also be provided on CD-ROMs or DVD-ROMs, provided that a printed hardcopy of the Documents is also submitted with the disc(s). The Documents must include an index that describes in a general fashion the organization of the documents that have been included. Documents need to be grouped in a reasonable way so that the cost data and supporting information are readily available to any State representative.

5.3. Submission by Proposer of Escrow Documents

The State will choose an escrow agent (the "Escrow Agent") with which the Proposer and the State will meet to deposit the Escrow Documents. In the event that the selected Escrow Agent resigns or goes out of business, the State will select another Escrow Agent that meets the requirements of the previous Agent and afford the Contractor an opportunity to be present when the transfer of the Escrow Documents to the new Escrow Agent takes place.

The State may assign a specific State Department to serve as the escrow agent. The State will inform the Proposer of the proposed agent prior to submission of the documents.

5.4. Confidentiality of Escrow Documents

The State will prevent the disclosure of the contents of the Escrow Documents to third parties to the extent that it may practicably and legally do so.

5.5. Payment of Costs for Gathering and Preparation of Escrow Documents

Refer to Section 103.8 of Part 3 of the RFP as amended.

5.6. Period for Which Documents Will Remain in Escrow

Refer to Section 103.8 of Part 3 of the RFP.

5.7. Restrictions on Examination and Copying of Escrow Documents

Refer to Section 103.8 of Part 3 of the RFP as amended.

5.8. Termination of Escrow and Final Disposition of Documents

The State will promptly authorize the return of the Escrow Documents to the Contractor by the Escrow Agent when all of the following have occurred: the Contract work (including all extra and remedial work) has been completed; all disputes with or claims against or by the State under the Contract or regarding the Project have been finally and conclusively resolved or legally barred; or, if no such disputes or claims exist, final payment to the Contractor under the Contract has been made and accepted. If these events occur, or if the State exercises its option to not execute the Contract, then the State will give the Escrow Agent a letter of instruction directing the immediate return of the Escrow Documents to the Proposer.

Section 6. Form and Content of Technical Proposals

6.1. Technical Proposal Contents

Technical Proposals shall contain concise written material and drawings to enable clear understanding and evaluation of both the capabilities of the Proposer and the characteristics and benefits of the Proposal. To assist Proposers in preparing the Technical Proposals, the required contents are listed below. The Technical Proposal contents shall be organized in the order listed below and shall be clearly indexed. Each component shall be clearly titled and identified. To facilitate review of the Proposals, Proposers shall follow the same order as set forth herein and provide a cross-referenced table or other means of easily identifying the specific sections which must be reviewed in order to verify a particular RFP requirement is met. Technical Proposals shall contain the following major sections:

1. Executive Summary
2. Comprehensive Technical Approach
3. Proposal Preliminary Project Schedule
4. Management Overview
5. Required Forms & Documents

The Executive Summary should provide information to understand the basic substance of the Proposal. The technical approach submission should include preliminary design plans, preliminary specifications, technical reports and calculations to support the information presented. The Management Overview shall describe the organizational structure of the Proposer including: roles and responsibilities, reporting relationships, and a description of the manner in which the Proposer intends to integrate the required project oversight tools into the overall management plan and strategy. The Proposal Preliminary Project Schedule shall demonstrate the Proposer's ability to deliver the project within the allowable timeframes. The Technical Proposal requirements are defined more fully in Sections 6.3 through 6.6 below.

6.2. Physical Format of Technical Proposal

The Technical Proposal shall employ the following physical format:

1. The Technical Proposal shall be no longer than one hundred (100) pages (fifty [50] double-sided sheets). All portions of the Proposal must be formatted single-spaced with line spacing at exactly 14 point, in Arial 11-point font, on 8 ½ by 11-inch sheets of paper with top, bottom, right and left margins of at least one inch. 11x17 inch sheet may be used for the proposal with each page counting as two 8 ½ x 11-inch sheets. All drawings and other graphics in the Proposal must be formatted to 11 by 17-inch sheets of paper or other appropriate material, as necessary.
2. The textual portions, drawings and other graphic material of the Technical Proposal shall be formatted as specified in Section 4.1 hereof, with the additional requirements of this section.
3. Drawings and other graphic materials, including photos and renderings, shall be included in the Technical Proposal Appendix. Technical reports shall also be included in the Technical Proposal Appendix.
4. Any inserts or cover pages at the start of sections **will** count toward the total page limit.
5. The Technical Proposal Appendix shall not count toward this page limit. The Proposal Preliminary Project Schedule (see below) may also be included in the Appendix.
6. The Transmittal Letter and other required documents whose forms are provided in Appendices of this RFP also will not count toward that page limit. The Required Forms & Documents listed above

shall be included in the Technical Proposal Appendix. The Original RFP & All Addenda listed above shall be included in the Technical Proposal Appendix.

7. Each page of the Technical Proposal shall be numbered with the page's number and an indication of the total number of pages in the Technical Proposal (e.g., 5/28 or 5 of 28).
8. The Technical Proposal Appendix shall be limited to material requested in this RFP. It shall be accompanied by an index describing the information therein.
9. A digital copy of the Technical Proposal shall be placed on a CD-ROM or DVD-ROM, and the Proposal's content (including any appendix) shall be rendered in PDF files.

6.3. Required Transmittal Letter

The Technical Proposal shall be accompanied by a Proposal Letter (FORM A) (referenced in Section 6.9 and Section 7.1 below) signed by an individual authorized to bind the Proposer contractually. The Transmittal Letter shall state, among other things, that the Technical Proposal shall remain valid beyond the Proposal Deadline until the Contract is fully executed, or until the Contract is withdrawn and the Project cancelled by the State, whichever occurs first. The Transmittal Letter shall also state the name, title, address, email address, and telephone number of one individual who will respond to State requests for additional information, and, also, of one individual who is authorized to negotiate and execute the Contract on the Proposer’s behalf.

6.4. Executive Summary

The Proposer shall submit, as Section 1 of the Technical Proposal, an Executive Summary written in non-technical style and containing sufficient information for reviewers with a non-technical background to understand the basic substance of the Proposal and to judge whether or not it satisfies the general requirements of the Project. The Executive Summary shall not exceed two (2) double-sided pages and shall follow the format stated in Section 6.2 above.

The Executive Summary shall not include any pricing information and shall, at a minimum, include the following:

1. An identification of the Proposer's key Project personnel and a description of the management structure that the Proposer would use in the management, decision-making and day-to-day operations regarding the Project;
2. A summary of the design and technical approach(es) that the Proposer would employ for the Project in the implementation of the BTC and any approved ATCs, and in any respects in which they may be different from what is called for by the BTC and any approved ATCs;
3. A description of any aspects of the Technical Proposal to which the Proposer believes that the State ought to pay particular attention in evaluating the Proposal, because they are original or creative, or likely to be misconstrued or overlooked, or likely to result in significant benefit to the State, or noteworthy in some other regard;
4. If the Proposer is a Joint Venture, the Proposer must clearly identify in the Executive Summary which major parts of the work each member of the joint venture will be responsible for (*i.e.*, engineering, quality control, geotechnical, construction, etc.).

6.5. Technical Approach

Section 2 of the Technical Proposal (the "Technical Approach") shall use the BTC and any approved ATCs as the basis for setting forth the technical approach(es) that the Proposer intends to use in order to complete the Project design and construct the Project.

The Technical Approach Section shall identify the quality and expected useful life of each of the facilities to be designed and constructed as part of the Project, and it shall identify the performance criteria by which each Project facility or component should be evaluated. Proposers are advised that the minimum service life for any proposed new bridges is expected to be seventy-five (75) years. When possible, preliminary design calculations shall be included with the Proposal.

The Proposer must include detailed information on the incorporation of any approved ATCs and its effect on items listed below.

The Technical Approach shall also include the following (meeting the requirements outlined in RFP Part 2):

1. Highway/Traffic
    a. General requirements that the Proposer anticipates would have to be met for intersection and roadway design and construction, including limits of work transitions.
    b. Plans for design, implementation, and monitoring of temporary traffic controls, including lane closures and detours and ways to efficiently use State and Municipal Police officers for traffic management during lane closure and detour periods for the duration of the project.
    c. Proposed Traffic Management Plan (TMP) approach and overview. Provide a DRAFT TMP including a detailed explanation of phases and closures with proposed mitigation to offset the impacts. The TMP shall include General Restrictions Charts in accordance with RIDOT TMP requirements for any ATC that modifies temporary traffic phasing or final lane and configurations shown in the BTC along with appropriate based on traffic volumes, VISSIM model, and Synchro analysis.
    d. The Proposer's concept plans, including plans, elevations, proposed pedestrian facility improvements, traffic mitigation initiatives and typical sections may be included in the Technical Proposal Appendix for reference in the Technical Approach.
    e. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints.
2. Bridge, Retaining Walls, and Other Structures
    a. Approach to design and construction of the bridges and retaining walls shown in the BTC, and as required to support the roadway construction, with descriptions of any proposed bridge types, lengths, or heights.
    b. Approach to design and construction of the bridges and for the bridge demolitions, with descriptions of the intended structure types, deck joint types and locations, and bearing systems.
    c. Descriptions of accelerated bridge techniques to be used.
    d. Description of the measures that will be taken in order to achieve a minimum seventy-five-year service life.
    e. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints.

f. The Proposer's concept plans, including plans, elevations, and typical sections may be included in the Technical Proposal Appendix for reference in the Technical Approach.

g. A geotechnical design plan and approach for the foundation types for all structures.

h. Materials plans for key elements (*e.g.*, specialized concrete for closure pours).

3. Environmental Controls and Approvals

a. Measures to be taken in order to ensure compliance with environmental laws, permits, and approvals.

b. Measures to be taken in order to control erosion, dust and to maintain allowable levels of noise.

c. Permanent erosion and sediment control measures to be taken that would remain in place after the Project has been constructed.

d. A description of potential sources of pollution and of measures that would be taken in order to reduce erosion, to minimize sedimentation, and to eliminate non-stormwater pollutants from the Site.

e. A description of potential plans or actions with the State and other measures for mitigating cost and Project delay or disruption if unknown subsurface contamination is encountered on the Project.

f. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints.

4. Utilities and Amtrak coordination

a. The intended approach and plan for coordinating utility and Amtrak work.

b. The intended approach and plan for dealing with third-party entities and for keeping utility owners and Amtrak informed of Project construction scheduling and changes that may affect their facilities, including:

i. Problems that are likely to arise and to affect utility or Amtrak facilities or operations, and the planned approach for curing such problems.

ii. The Proposer's intended methods of design and construction for activities related to utility or Amtrak facilities' relocation and protection, and the role to be given to utility owners or Amtrak in planning and carrying out these activities.

iii. The Proposer's plan for design of a support system to keep all existing catenary structures, lighting and ITS/IMS conduits supported in place and active during Project construction.

c. Methods and schedule for verifying, locating, evaluating, and monitoring utilities or Amtrak facilities prior to commencement of Project work; and for protecting utilities or Amtrak facilities' during the Project work.

d. A summary of the relocations required for each utility or overhead catenary structure (OCS) to be encountered, including the number of relocations required for each utility and for Amtrak in order to complete the project using the Proposers' staging and sequence of construction.

e. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints.

5. Innovation

   a. The Proposer shall identify areas in the design, other than those specified in RFP Part 2 Technical Provisions in which the use of alternative and innovative construction methods would result in time and/or cost savings, improved level of service, reduction in life-cycle cost, and quality changes beneficial to the State.

   b. The Proposer shall identify potential material substitutions that would result in a higher quality end product, including adequate justification that the proposed substitution is a higher quality end product.

   c. Description of the planned coordination of Project work with the overall Project construction staging and other Project constraints

6.6. Proposal Preliminary Project Schedule

In Section 3 of the Technical Proposal, the DB Team shall provide a Proposal Schedule. The Proposal Schedule shall be developed in accordance with the requirements detailed in Part 2 Section 8 PROJECT SCHEDULE REQUIREMENTS. RIDOT standard durations for reviews and minimum durations for third party and Amtrak work are defined in Section 8 and shall be used in the Proposal Schedule.

The Proposal Schedule shall meet the allowable timeframes specified in this RFP. If the DB Team submits a Proposal Schedule showing early completion of any date or duration stipulated in the RFP as part of its Technical Proposal, and the DB Team is awarded the Contract, the Contract terms will be adjusted to incorporate the early dates/durations, and the State's Notice of Award letter to the DB Entity will reflect the new dates/durations submitted in the Technical Proposal. The adjusted dates/durations will be incorporated into all pertinent sections of the Contract, including those concerning incentives and liquidated damages.

Submission of the Proposal Schedule does not constitute a request by the DB Team to increase the number of early release construction packages or revise any Contract requirements.

6.7. Management Overview

Section 4 of the Technical Proposal (the "Management Overview") shall describe the Proposer's management approach and its plan for Design-Build construction, both in general and for this particular Project. This section should make plain the Proposer's plan and capacity for controlling and coordinating the various subcontractors and other forces and resources on the Project. It should also explain how the Proposer plans to deal with the State and other federal, State, municipal and utility agencies, in a productive manner and with respect to particular aspects or potential problems on the Project. The Proposer shall also describe its approach for controlling in an optimal fashion the schedule and costs of the Project, as well as complying with applicable laws that may present difficulties or problems, or that are likely to have a substantial effect on the progress or costs of the Project. The Proposer must also explain the Proposer's plans for assigning identified personnel with relevant experience and knowledge, as well as critical equipment and other resources, to the tasks that are key to the success of the Project.

The Management Overview shall include, more specifically:

1. Administration and Coordination

   The Management Overview shall include a section describing the Proposer's intended plan for managing approvals from the State, from design, to construction, to potential issues and progress updates in the way of briefings, meetings and other acceptable methods. This section shall also address coordination with nearby construction projects, as well as neighboring communities and notification and coordination with local Police, Fire and Emergency agencies. It shall also outline the Proposer's plans

and intended approach for providing information to the public regarding Project scope and progress, in order to inform project stakeholders during the design and construction of the Project.

2. Risk Management

The Management Overview shall include a section describing the Proposer's approach to risk management. The Proposer shall provide and explain its plans to identify possible risks that would adversely affect, whether in a major or minor way, the project progress, scope, schedule and or budget; and how it intends to mitigate these risks once identified. This section shall also outline the Proposer's intended plans for involving the State in the risk identification and mitigation processes and shall identified the potential owner of the risk.

3. Project Controls

The Management Overview shall contain a section that provides (i) an explanation of the Proposer's approach to quantity-estimating and how the Proposer intends to control its Project costs, how it would maximize and maintain quality, and how it would minimize its price adjustments for any Project changes ordered by the State; and (ii) a description of the Proposer's intended management system for controlling and coordinating the scheduling of the Project work, in both the short term and long term, as well for handling document control and change management. The Overview should also describe how the Proposer will integrate these functions into its proposed management structure and into its day-to-day Project activities. This section shall include at least:

a. A description of the system that would be used by the Proposer to prepare and update the Project schedule, calculate the progress of Project work, and track subcontractor activities as defined in the schedule requirements of the RFP.

b. A description of how the Proposer would approach rescheduling activities in order to achieve schedule recovery objectives and how it would ensure the achievement of those objectives.

c. A description of how the Proposer would integrate its Project schedule with the Project Milestones as defined in Section 6.6.

d. A description of the Proposer's intended approach to implementation of Project quality, cost, and schedule controls.

e. A description of the Project stages during which the Proposer intends to build each element of the Project, providing specific timeframes for interim events and activities (including any periods for design development and contingencies available if plan does not materialize).

f. A description of the Proposer's intended approach to design and construction submittal management (including preparation, review, approval, coding, prioritization and relation to the start of work) including a description of its proposed document control system.

g. A description of the Proposer's intended approach to change management and how it intends to foresee and mitigate potential impacts to the scope, schedule and budget of the project

h. A description of the Proposer's approach to overall project and work zone safety.

4. Quality

The Management Overview shall describe the approach and methods and shall identify the personnel that the Proposer will employ in order to develop and implement a Quality Control ("QC") system and in order to create a Quality Management Plan ("QMP") and QC Plans for the Project, involving both Design QC ("Design QC") and Construction QC ("Construction QC"). This section of the Proposal shall include at least:

a. A description and chart of the organization and personnel that will be used to ensure QC on the Project as specified in the mandatory special provisions for “Quality Control Plans” and “Quality Management Plans” included in Appendix B.01.

b. A general, descriptive outline of the reports that will be produced and of the management of records procedures to be used for all QC documents and related records in achieving QC.

5. Design Management

a. The Management Overview shall contain a section summarizing the approach and plan of the Proposer for development of the Project design, including:

b. A description of the Proposer’s intended plan to integrate the Design with the procurement and construction activities.

c. A description of the Proposer's plan, in terms of Project design, for balancing and coordinating stakeholder interests; structural and landscaping exigencies; concerns for utility operations and facilities; traffic, stormwater, and hazardous materials management; and requirements for the construction and maintenance of the Project.

d. A description of the Proposer’s intended design program and process, including the internal process for design reviews. The description shall include the Proposer's plan for producing the design, including the internal process for design reviews to ensure design accuracy, including how designs developed by different firms and offices would be integrated and coordinated in order to ensure consistency and quality among them.

e. A description of how design submittal reviews would be organized, tracked, and managed within the Proposer and with the State.

6. Construction Management

The Management Overview shall contain a section that describes the Proposer’s construction management organization and how it would relate and interact with the other elements of the Proposer’s organization for the Project. Provide a brief narrative description of the proposed plan for constructing the Project. This portion of the Proposal shall include at least:

a. A construction organization chart for the Project, showing the relationships between functions shown on the chart and functional relationships with subcontractors. The chart shall indicate how the Proposer intends to divide the Project into work segments in order to achieve optimum construction performance.

b. A description of the Proposer's intended methods and procedures for resolving Project-related disputes with subcontractors, suppliers, or third parties.

c. A description of the Proposer’s intended safety and training program and of how it would be implemented.

d. A description of the Proposer’s plan for maintenance of any waterways including water quality and minimizing environmental impacts including dust control areas in the vicinity of the Project during construction.

e. A description of how all contingency plans would be decided upon and implemented by the Proposer.

6.8. Bonding

In accordance with Rhode Island Code of Regulations 220-RICR-30-00-12, effective August 13, 2018 – 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 (**No Dollar Amount shall be stated**) 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 U.S. Department of the Treasury, Fiscal Service, Circular 570, (Latest Revision published by the Federal Register). The Bid Bond shall be submitted in a separate envelope marked "RFP# 7598876PH2-BID BOND."

6.8.1. Defects in Bid Bonds

Any defect in a bid bond submitted with a Technical Proposal may result in the rejection of the related Technical Proposal. Any defect in the bid bond that the State deems to be material will result in the automatic rejection of the entire Proposal. No such material defect may be cured once the Cost Proposal is opened.

6.9. Forms that Must Accompany the Technical Proposal

When a Proposer submits its Technical Proposal as per Sections 4.1 and 4.2 above, that Proposal shall be accompanied by the forms provided in Appendix A, completed as directed in the Schedule of Submission included therein.

All forms contained in Appendix A, including those establishing the legal authority of individuals signing such documents for the Proposer, not just the Transmittal Letter, must also be completed, executed and submitted in accordance with the Schedule of Forms & Submissions included in Appendix A. Failure to submit any of those forms, properly executed, may result in rejection of the Proposal by the State.

All Disadvantaged Business Enterprise (DBE) forms included in Appendix A, are to be submitted with the Technical Proposal for the "Design consultant qualifying work" goal. The defined cost of the DBE activity **shall not** be disclosed in the RFP Technical submission.

A W-9 Form must be completed and signed by an authorized agent of the Design Build Team. This form may be downloaded from: http://www.purchasing.ri.gov

All respondents MUST register online at the RIVIP's Internet website at: http://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 from the RIVIP website. Failure to make a complete submission inclusive of this three-page document may result in disqualification.

Proposals shall include complete responses to this RFP, with the properly completed forms and all required supporting documentation included. Failure to execute any required certification may result in a Proposer being deemed ineligible for award of the Contract. To assist Proposers in preparing the Technical Proposal, the required forms are listed the table below.

Table 2: Required Forms for Technical Proposal

Form	Form Designation	Form Location	ITP Section	Schedule of Submission
FHWA-1273 & FTA Federal Provision Clauses	NA	Appendix A	6.9	Provided For Reference
W-9			6.9	Technical Proposal
Bid Bond			6.8 & 9.11	Technical Proposal (submit at the same time as the Technical Proposal but in a separate envelope marked as such).
RIVIP Bidder Certification Cover Sheet			6.9	Technical Proposal
Proposal Letter	Form A	Appendix A	6.3	Technical & Price Proposal
Industrial Safety Record	Form B	Appendix A	6.9	Technical Proposal
Anti-Collusion Certificate for Contract and Force Account	Form C	Appendix A	9.3	Technical Proposal
Health and Safety Certification	Form D	Appendix A	6.9	Technical Proposal
Certification of Dumping Facilities	Form E	Appendix A	6.9	Technical Proposal
Right-to-Know Act Certification	Form F	Appendix A	6.9	Technical Proposal
Certification of Construction Equipment Standard Compliance	Form G	Appendix A	6.9	Technical Proposal
Guaranty Form	Form H	Appendix A	6.9	Technical Proposal
Buy America Certification	Form I	Appendix A	9.9	Technical Proposal
On-The-Job Training	Form J	Appendix A	6.13	Technical Proposal
DBE Utilization	Form K	Appendix A	6.12 & 9.3	Technical Proposal
DBE Letter of Intent to Perform	Form L	Appendix A		Technical Proposal
Escrow Agreement Form	Form M	Appendix A	Chapter 5	Technical Proposal

6.10. Prevailing Wage Rates

The Contractor must pay State and federal (29 CFR 5 Subpart B) prevailing wage rates for all on-site Project work and must comply with all related reporting and administrative requirements. Prevailing rates must be updated one year after the award of the Contract and each succeeding year after that until the completion of the Contract. Proposers are advised that no increase in Contract price will be granted because an updated prevailing rate proves to be higher than an earlier one for the same type of labor.

The Proposer is responsible for obtaining the current prevailing wage rates from the Rhode Island Department of Labor and Training website at: http://www.dlt.ri.gov/pw/

6.11. Federal Equal Employment Opportunity (EEO) Requirements

Requirements for EEO on this project include but are not limited to:

1. 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.

2. 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.

6.12. DBE

Disadvantaged Business Enterprises (DBEs) shall be given the opportunity to participate in the performance of Design-Build contracts financed in whole or in part with federal funds.

This Project has been assigned a total of **ELEVEN PERCENT** (11%) Disadvantaged Business Enterprise (DBE) participation goal for "construction qualifying work," and **ELEVEN PERCENT** (11%) Disadvantaged Business Enterprise (DBE) participation goal 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).

The goal should be accomplished by having DBE firms perform no less than the above stated goals as a percentage of the total work for the design and construction of the Project (other than work performed by the State, or by any consultant hired by the State, on the BTC). The goal percentage shall be calculated as the specified percentage by dollar value of work contained in the total Contract executed by the parties; that is, it will take into account work later added to the Contract by construction orders. Proposers are reminded that DBE participation to be counted toward the goal must be in the form of independent work and DBE firms must be certified by the RIDOA ODEO at the time that the Technical Proposal is submitted to the State.

The Proposer is required to complete the Schedule of Participation by Disadvantage Business Enterprise (DBE) Utilization FORM K for the Design Subconsultant qualifying work and provide complete DBE Letter(s) of Intent to Perform from each proposed DBE Design subconsultant along with a copy of the proposed Design subconsultant's current RI state certification letter(s) to be INCLUDED IN THE TECHNICAL PROPOSAL. DBE certifications must be approved at the time of the TECHNICAL proposal submission to ensure DBE compliance and availability. The DBE FORM K for "construction qualifying work" shall be submitted by the DB Entity 14-days prior to any construction activity. This also includes complete DBE Letter(s) of Intent to Perform for each proposed DBE subcontractor along with a copy of the proposed subcontractor's current RI state approved at such time.

A list of current Rhode Island State certified DBE firms may be obtained through the State's Disadvantaged Business Enterprise (DBE) Office website at www.odeo.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

DBE special provisions are included in RFP Part 3 – Terms and Conditions

6.13. Trainees

The Proposer must also provide a written statement in the RFP submission using Form O provided in Appendix A, by an authorized representative of the Proposer that the Proposer 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 total OJT trainee hours for this Project are established to be THREE THOUSAND FOUR HUNDRED (3,400) Training Hours for OJT reimbursement. RFP documentation shall detail requirements for Trainee submission and review and payment.

6.14. Original RFP and Addenda

Respondents shall include as an "exhibit" to the TECHNICAL PROPOSAL submission a copy of the State's original RFP and any supplemental addenda, as applicable.

Section 7. Form and Content of Price Proposals

Price Proposals shall be sealed in a separate envelope and held by the Division of Purchases until the Technical Evaluations are complete. The Technical Review Group will not have access to the Price Proposals during the evaluation of the Technical Proposals.

7.1. Forms that Must Accompany the Price Proposal

When a Proposer submits its Price Proposal as per Sections 4.1 and 4.2 above, that Proposal shall be accompanied by the forms provided in Appendix A, completed as directed in the Schedule of Submission included therein.

All forms contained in Appendix A, including those establishing the legal authority of individuals signing such documents for the Proposer, not just the Transmittal Letter, must also be completed, executed and submitted in accordance with the Schedule of Submissions included therein. Failure to submit any of those forms, properly executed, may result in rejection of the Proposal by the State. Failure to execute any required certification may result in a Proposer being deemed ineligible for award of the Contract. To assist Proposers in preparing the Price Proposal, the required forms are listed the table below.

Table 3: Price Proposal Required Forms

Forms	Form Designation	Form Location	ITP Section	Schedule of Submissions
Proposal Letter	Form A	Appendix A	6.3	Price & Technical Proposal
Price Proposal Form	Form N	Appendix A	7.3	Price Proposal
Bid Bond	-	-	6.8 & 9.11	Technical Proposal (submit at the same time as the Technical Proposal but in a separate envelope marked as such).

7.2. Payment Schedule

The Overall Contract Price will consist of a lump sum Design-Build price as well as other items as detailed in the RFP and listed in section 7.3 below and shown on the Price Proposal Form. Partial payments shall be derived from the lump sum price, a schedule of values and a Payment Request Form.

Part 2 of this RFP includes provisions for "Estimated Items." The State has determined that the work shown in the BTC plans for these items have quantities that cannot be reasonably estimated prior to construction.

The sum of money shown on the Price Proposal Form as "Estimated Cost" for each of these Estimated items of work will be considered the bid price even though payment will be made as described in Part 2. The estimated cost figure is not to be altered in any manner by the Proposer. Should the Proposer alter the amount shown, the altered figures will be disregarded, and the original price will be used to determine the total amount for the contract.

7.3. Price Proposal Contents

The Price Proposal shall include:

1. The Lump Sum (L.S.) DB Price and the Estimated (EST.) items, shown in Table 1 and detailed in the RFP, shall constitute the Proposal Price. This Price is to be the total amount that the State would pay for all work under the original Contract executed by the parties.
2. The breakdown of the Proposed Price is intended to assist the State in its evaluation of the price submitted. It will also be the starting point for the development of the schedule of values that will be used to cost load the Project schedule.
3. The Schedule of Value (S.V) shown in Form I amounts shall be comprised of the sum of all the Minor Schedule of Value (m.s.v) amounts shown below them.
4. In the event of a conflict between the DB Price (L.S.) and the total of the schedule of values (S.V.) amounts supplied, the Proposed Price shall take precedence.

Section 8. Selection Process and Evaluation Criteria

8.1. Weighted Criteria Algorithm

The selection of the Proposal deemed by the State to have the best value will be based in part on the results of applying the weighted criteria algorithm method to the Proposal. This method assigns a designated weight to each factor that the State deems to be a critical aspect of the Proposal and the Project. The individual weight factors will vary from project to project, depending on the State's assessment of the importance of each factor in the given project. The following is a general representation of the equations used to determine the best value:

Technical Score TS = $W_1S_1 + W_2S_2 + \ldots W_iS_i$

Where:

i = Qualitative Rating Factor (1, 2, 3,…i)

W_i = Weight Percentage for Factor i

S_i = Qualitative Rating Score for Factor i (on a scale of 1 to 100)

(**Note:** The highest technical score would be 100 points.)

Price Score = PS = W_p * (1-(B-LB)/LB)

Where:

W_p = Price Weight Factor

(Note: The Price Weight Factor for this project is set at 100)

B = Bid Value (Price Proposal)

LB = Low Bid Value (lowest Price Proposal)

(**Note:** The highest Price Score would be equal to the Price Weight Factor.)

Best Value = Largest Value of: TS + PS

8.2. Submission of Proposals to the Technical Review Group

Once a Technical Proposal has been found to be technically consistent with all approved ATCs, the Technical Proposal will be forwarded to the Technical Review Group for review and evaluation.

8.3. Initial Proposal Evaluation

The State will first determine whether or not the Technical Proposal meets the following criteria:

1. The Technical Proposal was submitted and organized in accordance with the requirements of this RFP.
2. The Transmittal Letter and other forms required to be submitted with the Technical Proposal were submitted with it and comply with the requirements of the RFP.
3. Approved ATCs have been applied correctly.
4. The Technical Proposal contains details that were not shown in the BTC and were not submitted as an ATC, and, in the State’s opinion, should have been requested as an ATC.

Proposers whose Proposals are not consistent with the RFP requirements and with any approved ATCs may be deemed by the State to be ineligible for consideration for an award of the Contract.

8.4. Oral Presentations and Proposal Clarifications

The State will schedule and hold an oral presentation meeting with each Proposer. This presentation will be an opportunity for the Proposer to discuss its proposal with the State. Minor clarifications may be discussed at the oral presentation. The Proposer shall include in their presentation a rendering(s) of the landscape and streetscape concepts they are proposing to design and construct as part of their proposal. The format of the presentation meeting will be at the discretion of the State.

The Oral Presentation Meeting provides an opportunity for a Proposers to present their Proposal for the subject project and allow the State to ask clarifying questions specific to the Proposal. The presentation should not be used to discuss the qualifications of the Proposer or their personnel unless a change in personnel has been proposed.

The duration of the meeting will be 120 minutes. After a 15 (fifteen) minute introduction and discussion of general rules for the presentation, 45 (forty-five) minutes will be allowed for a presentation by the Proposer's team describing their approach to the design and construction of the Project. Following the presentation, 45 (forty-five) minutes will be allowed for questions by the State regarding the presentation and Proposal. The final 15 (fifteen) minutes will be dedicated to any closing statements by the Proposer.

Proposers should be prepared to address all aspects of their Proposal at the Oral Presentation Meeting. Any questions from the State requiring advance preparation by the team will be provided a minimum of one week prior to the Meeting. Proposers are advised that the State may require written confirmation of representations made at the Meeting.

The Technical Review Group shall determine if any clarifications of a Technical Proposal would be significantly helpful to the Group in understanding and evaluating the Technical Proposal, and whether or not such clarifications (for instance, where information provided is incomplete or ambiguous) should be sought from the Proposer. If the Technical Review Group decides to seek a clarification of a Technical Proposal, the State will request in writing from the Proposer, in accordance with the schedule and time constraints contained in this RFP, any such clarification(s) requested by the Technical Review Group. Clarifications requested at the oral interview should be confirmed in writing.

8.5. Numerical Scoring of the Technical Proposals by Designated Categories

Technical Review Group members will evaluate the components of the Technical Proposals by applying to them the pertinent criteria contained in this RFP and will submit the resulting scores to the Office of Contracts.

Each major category and subcategory (listed below within this Chapter) will be qualitatively evaluated by the Technical Review Group, which will assign it a numerical rating in accordance with the following guidelines:

1. **EXCEPTIONAL (10):** The Proposer has demonstrated an approach to Project design or construction that significantly exceeds stated requirements and objectives of the RFP. That approach is of consistently outstanding quality. There is very little or no risk that this Proposer would fail to meet the requirements of the particular aspect of the Project work. There are essentially no weaknesses in the material provided regarding this item of the Technical Proposal.

2. **GOOD (8):** The Proposer has demonstrated an approach to Project design or construction that exceeds stated requirements and objectives of the RFP. That approach is generally of better-than-acceptable quality. There is little risk that this Proposer would fail to meet the requirements of the

particular aspect of the Project work. Weaknesses in the material provided regarding this item of the Technical Proposal, if any, are definitely minor.

3. **ACCEPTABLE (5):** The Proposer has demonstrated an approach to Project design or construction that meets the stated requirements and objectives of the RFP. That approach is of acceptable quality. The Proposer demonstrates a reasonable probability of success in addressing this particular aspect of the Project. The material provided regarding this item of the Technical Proposal contains weaknesses, but they are minor and could readily be corrected.

4. **POOR (3):** The Proposer has demonstrated an approach to Project design or construction that fails to meet stated requirements and objectives of the RFP with respect to the particular aspect of the Project. The material provided regarding this item of the Technical Proposal contains weaknesses or deficiencies, but they are susceptible to correction through oral presentations. The material provided is marginal in quality with respect to its basic content or the amount of information provided for evaluation. The Proposer should be capable of providing an acceptable or better response concerning this matter.

5. **UNACCEPTABLE (0):** The Proposer has demonstrated an approach to Project design or construction that contains significant weaknesses or deficiencies and is unacceptable in quality. The material provided regarding this item of the Technical Proposal fails to meet the stated requirements and objectives of the RFP, lacking essential information, containing elements in conflict with each other, or suggesting that the Proposer's technical approach to the Project would likely prove unproductive. The Technical Proposal in this regard does not suggest that the Proposer, if awarded the Contract, would have a reasonable likelihood of success in treating this aspect of the Project. Weaknesses or deficiencies in the provided material are so significant or extensive that a major revision of the Technical Proposal would be necessary with regard to this aspect of the Project.

The Group will use these guidelines in assigning numerical scores to their evaluations of the designated categories and subcategories listed in Section 8.6 below, making it possible then to apply the weighting factors enumerated in that section in order to arrive at a quantitative representation of the Group's judgment of each Technical Proposal.

8.6. Selection Criteria

The Technical Review Group will evaluate each Proposer’s Technical Proposal and will score each Technical Proposal for all of the weighted categories (the "Selection Criteria") listed below:

1. <u>Technical Approach (70% Of Technical Criteria)</u>
   a. Highway/Traffic (10% of Technical Criteria)
   b. Bridge, Retaining Walls, and other Structures (10% of Technical Criteria)
   c. Schedule and Traffic Staging including impacts to Vehicular, Bicycle and Pedestrian Traffic (30% of Technical Criteria)
   d. Environmental Controls and Approvals (5% of Technical Criteria)
   e. Overall Innovation (15% of Technical Criteria)
2. <u>Project Management (30% Of Technical Criteria)</u>
   a. Administration, Project Controls, and Coordination (5% of Technical Criteria)
   b. Risk Management (10% of Technical Criteria)

c. Utilities and Railroad Management (5% of Technical Criteria)

d. Quality (5% of Technical Criteria)

e. Design and Construction Management (5% of Technical Criteria)

8.7. Determination of Overall Technical Score

The Technical Review Group will submit all technical review scores to the Department of Administration, Division of Purchases. Each set of scores for a Proposal will then be matched to the Proposer that submitted the given Proposal.

8.8. Price Proposal Opening

After the technical scores have been tabulated, the State will open the sealed Price Proposals according to the following procedure:

1. The sealed Price Proposals will be released by the Division of Purchases.
2. The Price score for each Proposer will be calculated by the State in accordance with the criteria set forth in this chapter of the RFP.
3. The total Technical Proposal scores of each Proposer will then be determined.
4. The Price Score will be added to the Technical Scores.
5. The State will notify the Proposer with the highest Best Value Score informing them that they are the Apparent Best Value Respondent.

Section 9. Pre and Post Selection Requirements

9.1. Schedule of Submissions

In addition to meeting the submission requirements outlined in Sections 6 and 7, the Proposer must ensure that all if its required documents are submitted in accordance with the schedule of submissions provided in Appendix A of this RFP. Proposers are reminded that, even though this schedule appears to be comprehensive in nature, the State may require additional submissions due to updates of contracting requirements for State Projects. The Proposer by submitting its Proposal agrees that it will comply with the pre-award requirements set by the State and this RFP.

9.2. Pre-Award Project Schedule Requirements:

As per Regulation 12.108, there are minimum activities, submittals and approvals which must be completed prior to Award of the Contract.

9.3. Non-Collusion Affidavits

A statement of non-collusion on the form provided in Appendix A (which complies with the requirements of Title 23, CFR Part 635.112) shall be completed with original signatures and returned with the submitted Technical Proposal. Failure to complete and return this statement of non-collusion with the Technical Proposal may result in rejection of the bid as nonresponsive.

If the subject Technical Proposals is being submitted by a joint venture, a separate non-collusion statement must be submitted by each member of the joint venture.

9.4. Requirement to Keep Respondent Team Intact

The DB Team, including but not limited to the Lead Contractor, the Lead Designer, Key Personnel, and other individuals identified must remain on the DB Team for the duration of the procurement process and, if the DB 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 the State. the State will determine whether to authorize a change. Unauthorized changes to the DB Team at any time during the procurement process may result in the elimination of the Respondent from further consideration.

9.5. Clean Air and Federal Water Pollution Control Act

The Respondent agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”;
3. It will report violations of use of prohibited facilities to FTA and
4. 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)

9.6. No Federal Government Obligation to Third Parties

The State and the Proposer, acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or ward 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 State, Proposer or any other party (whether or not a party to that Contract) pertaining to any matters resulting from the underlying Contract. The Proposer agrees to include the above clause in each subcontract financed in whole or in part with Federal Assistance provided by FHWA, it is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

9.7. 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 Proposer agrees that it will not discriminate against individuals on the basis of disability. In addition, the Proposer agrees to comply with any implementing requirements FHWA may issue.

9.8. 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 FHWA funded projects are produced in the United States, unless a waiver has been granted by FHWA 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.

9.9. 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.

9.10. Bonding

See Section 6.8 Bonding.

9.11. Rejection of Proposals or Proposers

9.11.1. Nonresponsive Proposals

The State may reject a Proposal as nonresponsive if, for instance:

1. The bid bond or the non-collusion affidavit submitted with the Technical Proposal is defective or incomplete;
2. The Proposer has altered the Proposal without the written consent of the State to do so;
3. The Proposer has submitted a Proposal that in some way fails to make a full commitment to satisfy all requirements of the subject Contract, including all applicable plans and specifications (such failures would include, but is not limited to, any alteration by the Proposer of the terms of the Proposal, the submission of a defective or unenforceable bid bond, and the failure to provide pricing or other information required by the State's bid proposal form).

9.12. Disadvantaged Business Enterprises (DBE) Forms

The State is committed to the effective implementation of the Disadvantaged Business Enterprise (DBE) Program as defined in Title 49, Code of Federal (CFR) Part 26 and Part 23 for Airport Concessions. This program will be executed in accordance with the regulations of the United States Department of Transportation (DOT) as a condition of receiving DOT funding.

The Proposer shall not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract or concession opportunity. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the contract or in the administration of its DBE and ACDBE Programs or the requirements of 49 CFR Part 26 and 23. The State shall take all necessary and reasonable steps, under 49 CFR Part 26 and 23, to ensure nondiscrimination in the award and administration of DOT-assisted contracts and concession opportunities. These forms are provided as part of Appendix A of this RFP.

Section 10. Requirements for Execution, Withdrawal or Protest of the Contract

10.1. Withdrawals of Contracts or Projects

As Proposers should understand, the State will also not award the Contract to an apparent Best Value Selection in those cases in which the State decides to reject all Proposals and solicit new Proposals for the Contract, or else to withdraw the Project with no current plans to re-advertise it.

Possible reasons for the State withdrawing a Project include, but are not limited to: loss of anticipated Project funding, failure to obtain a necessary permit prior to bid or Contract award, discovery of a mistake in estimated bid quantities or a defect in Project design, pre-bid or pre-award design changes that significantly change the Project, failure by the State to include a necessary Contract item in the bid proposal form, elimination of the first two or three apparent Best Value Selections, failure to receive a Price Proposal for a Price within the available funding limits, or failure to receive enough Proposals to assure the State that it has received a competitive or reasonable Proposal. In cases of such withdrawals for the best interests of the State or for purposes of maintaining the integrity of the bidding process, complaining Proposers may or may not be afforded a meeting with State representatives to discuss the State's decision.

In some instances, events may have occurred that delayed the award of the Contract so long that it would not make economic sense for the State to award the Contract; *i.e.*, to do so would almost certainly result eventually in the Proposer's filing a claim against the State for substantial delay damages. Such a situation may arise, for instance, because the State has had unexpected difficulty in obtaining a permit necessary for the Project. In such instances, as an alternative to its withdrawing and re-advertising the Project Contract, the State may offer a responsible apparent Best Value Selection the opportunity to sign an agreement waiving all possible claims that might be based in part on the delay of the Contract signing.

END OF PART 1
INSTRUCTIONS TO PROPOSERS

APPENDIX A

INDEX:

A.01 FORMS (A-M)

A.02 FHWA-1273

A.03 49 CFR PART 20

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Transforming the Providence I-95 Northbound Viaduct

Bringing a critical interstate segment up to a state of good repair and improving the flow of freight throughout Rhode Island and The Northeast Megaregion

RI dOT

Driven to get you there

Basic Project Information:

What is the Project Name? .....**Transforming The Providence I-95 Northbound Viaduct**

Who is the Project Sponsor? .....**RIDOT**

Was an INFRA application for this project submitted previously? .....**YES**

If Yes, please include title ..... ***"The Providence I-95 Northbound Viaduct: Driving a State of Good Repair and Improving Safety and Efficiency for the Northeast Megaregion"***

Project Costs:

INFRA Request Amount .....**$75 Million**

Estimated federal funding (excl. INFRA) .....**$125 Million**

Estimated non-federal funding .....**$50 Million**

Future Eligible Project Cost (Sum of previous three rows) .....**$250 Million**

Previously incurred project costs (if applicable) .....**$5.6 Million**

Total Project Cost (Sum of 'previous incurred' and 'future eligible') .....**$256.6 Million**

Are matching funds restricted to a specific project component? If so, which one? .....**NO**

Project Eligibility:

Approximately how much of the estimated future eligible project costs will be spent on components of the project currently located on National Highway Freight Network (NHFN)? .....**$250 Million**

Approximately how much of the estimated future eligible project costs will be spent on components of the project currently located on the National Highway System (NHS)? .....**$250 Million**

Approximately how much of the estimated future eligible project costs will be spent on components constituting railway-highway grade crossing or grade separation projects? .....**$12 Million**

Approximately how much of the estimated future eligible project costs will be spent on components constituting intermodal or freight rail projects, or freight projects within the boundaries of a public or private freight rail, water (including ports), or intermodal facility? .....**$250 Million**

Project Location:

State(s) in which project is located .....**RHODE ISLAND**

Small or large project .....**LARGE**

Urbanized Area in which project is located, if applicable .....**Providence, RI-MA**

Population of Urbanized Area .....**1,190,956 (2018)**

Is the project currently programmed in the

TIP? .....**YES**

STIP? .....**YES**

MPO Long Range Transportation Plan? .....**YES**

State Long Range Transportation Plan? .....**YES**

State Freight Plan? .....**YES**

March 4, 2019

Contact Information:
Peter Alviti, Jr., P.E., Director
Rhode Island Department of Transportation
peter.alviti@dot.ri.gov
Two Capitol Hill, Providence, RI
401.563.4000

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Dear INFRA Review Team:

We stand on the cusp of a once-in-a-lifetime opportunity to alleviate the current ills plaguing the third-most traveled segment of interstate in all of New England, the section of Interstate 95 Northbound known as the Providence Viaduct. This important gateway on the I-95 corridor is dangerous, crumbling, and its design flaws create congestion issues for miles around. There is precious little time left to repair it. That is why Rhode Island Department of Transportation (RIDOT) is requesting **$75 Million (30%) from the U.S. Department of Transportation's Infrastructure for Rebuilding America ("INFRA") Grant Program to support Transforming the Providence I-95 Northbound Viaduct, a $250 Million project that will dramatically improve the most important stretch of interstate in Rhode Island.**

The Viaduct was originally constructed in the 1960s to carry I-95 through the heart of Providence. Today it serves as a vital link for people and commerce across the Northeast megaregion, a powerhouse of density and economic output, producing 20 percent of the nation's GDP with 17 percent of the population on 2 percent of the nation's land area.

Simply replacing the Viaduct in-kind would lock in the existing congestion and safety issues for another 100 years. **We cannot allow that to happen.** Instead, the project we are proposing with this INFRA Grant application will include integral access facility improvements that will serve to remedy critical deficiencies in the existing freeway network.

The project proposed here will complete RIDOT's years-long effort to bring this critical segment of I-95 up to a state of good repair with an improved design. **Transforming the Providence I-95 Northbound Viaduct** will include a full reconstruction of the main Viaduct (Bridge No. 578) with a 100-year service life, along with:

- Construction of a new collector-distributor (C-D) road along the right side of the new Viaduct Structure to effectively eliminate the weaving conflicts and congestion that presently afflict the segment of I-95 Northbound from the 6/10 Connector (and Downtown) on-ramp at Exit 22 to the State Route 146 / Orms Street / State Offices off-ramp at Exit 23;
- Reconfiguration of ramp facilities that will effectively disentangle currently conflicting movements, improving motorist safety and comfort, reducing congestion and delay, and providing new, efficient connections between the arterial freeway facilities of I-95, the 6-10 Connector, and State Route 146; and
- Restoration of the underside of the Viaduct, which will revitalize a critical East-West connection in the heart of Downtown Providence.

Completion of this project will improve safety, traffic flows, and freight movement through Rhode Island, and add to the overall economic vitality of Downtown Providence and our region.

As the Northeast Megaregion grows, so do the demands on I-95, causing key intersections like this one to become chokepoints and safety risks. The 55-year-old Viaduct was designed to

handle a daily volume of 57,000 vehicles, but now carries over 220,000. The Viaduct has long been identified as requiring full replacement due to its poor structural condition, a function of its age and the traffic loads it has carried over its lifespan, which have far exceeded those for which it was originally designed.

Bridges within this project are in a poor state of repair, either structurally deficient or functionally obsolete. One bridge is fracture critical, necessitating frequent and costly patchwork repairs just to keep it and the surrounding stretch of I-95 functional. The current configuration of the Viaduct also compromises safety and efficiency. More than 1,000 vehicle crashes have occurred in this area over a recent five-year-period, the results of tight merges and weaves that become even more treacherous as congestion worsens.

While the importance of the safety and efficiency of this intersection is outsized relative to the dimensions of Rhode Island – the smallest state – so are the costs of improving it to meet the scope of the demands that it faces. Rhode Island's State Transportation Improvement Plan (STIP) only accounts for an in-kind replacement, which would bring it to a state of good repair but preserve inefficiencies and operational safety risks.

From a budgetary standpoint, the magnitude of the project is immense; fixing the Viaduct's many problems will cost significantly more than simply replacing it in-kind. The total cost of the project proposed in this application rivals an entire year of the state formula allocation. **But with INFRA support, RIDOT will deliver this project on-time, and on-budget.**

RIDOT is focused on integrating best practices for permitting and project delivery. While this project had been complicated for years by tangled implementation of Section 106, RIDOT leadership has worked out a solution with FHWA that created a new, executable Section 106 Programmatic Agreement that will bring this project into compliance, thereby allowing us to move forward effectively and efficiently.

RIDOT is excited about the opportunity to complete this innovative and essential project, and we thank you in advance for your careful consideration of our request for INFRA support.

Sincerely,

Peter Alviti, Jr., PE,

Director

Rhode Island Department of Transportation

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I. Project Description

Project Summary

The most critical piece of highway infrastructure in Rhode Island, the Providence I-95 Northbound Viaduct, is in critical condition. A vital freight connector in the Northeast Corridor and the entire length of I-95 along the East Coast, Rhode Island Department of Transportation (RIDOT) continues to seek innovative solutions to replace this crumbling bridge-and-highway structure, requesting $75 Million (30%) in Infrastructure for Rebuilding America (INFRA) Grant support for this vital $250 Million project.

Figure 1—An Aerial View of the Providence Viaduct

Originally constructed 55 years ago to carry I-95 through the heart of Providence, the Providence Viaduct (Bridge No. 578) spans the Woonasquatucket River, the Amtrak Northeast Corridor (NEC), city roads, and the interchange ramps of Exit 22, which provide access between I-95 Northbound and the major U.S. Route 6 / State Route 10 east-west expressway (the "6/10 Connector"). The Viaduct is currently a structurally deficient safety risk in desperate need of full replacement to ensure the stability and vitality of I-95 in New England. One bridge in the Viaduct is fracture critical, several more are structurally deficient, and the underside of the structure is lined with timber to prevent pieces of the deteriorating deck from falling onto cars and pedestrians below.

Now the **third most-traveled segment of I-95 in the Northeast Corridor,** the Providence Viaduct has also been forced to operate well beyond the bounds of its anticipated capacity for decades. Completed in 1964, the Viaduct carries more than 220,000 vehicles every day, nearly four times the 57,000 daily vehicles it was designed to carry.

As the Federal Highway Administration (FHWA) will no longer authorize funding for the continued rehabilitation of this infrastructure, RIDOT is seeking to expedite construction of the replacement Viaduct Northbound structure (as part of the Providence Viaduct Northbound Project. Once this project is completed, this critical segment of the interstate will finally be fully restored to state of good repair.

This project will also improve the interweaving system of ramps that feed into the Viaduct, eliminating a major bottleneck **and vastly improving the efficiency with which people and goods move throughout Rhode Island's capital region.** Improving traffic flows and public safety in this corridor will generate considerable benefits to the state and local economy. By reducing congestion around the capital – Rhode Island's economic powerhouse, Providence becomes a more desirable place to work and do business.

Simply replacing the Viaduct in-kind would lock in the existing congestion and safety issues for another 100 years. **That cannot be allowed to happen.** As envisioned, the Providence Viaduct Northbound Project will include integral access facility improvements that will serve to remedy critical deficiencies in the existing freeway network:

1. **The reconstruction of the Northbound Viaduct** with a 100-year service life, completing RIDOT's years-long effort to bring this critical segment of I-95 up to a state of good repair;
2. **The construction of a new collector-distributor (C-D) road** along the right side of the new Viaduct Structure **will effectively eliminate the weaving conflicts and congestion** that presently afflict the segment of I-95 Northbound from the 6/10 Connector (and Downtown) on-ramp at Exit 22 to the State Route 146 / Orms Street / State Offices off-ramp at Exit 23;
3. **The reconfiguration of ramp facilities** which will effectively disentangle currently conflicting movements, improving motorist safety and comfort, reducing congestion and delay, and providing new, efficient connections between the arterial freeway facilities of I-95, the 6-10 Connector, and State Route 146; and
4. **The restoration of the underside of the Viaduct,** which will revitalize a critical East-West connection in the heart of Providence.

Ultimately, this project will reduce congestion, improve travel times, minimize the frequency and severity of vehicle collisions throughout and the system, and **reduce queueing from the Route 6/10 East approach by up to 84 percent during peak hours.** The Providence Northbound Viaduct Project also support key INFRA program objectives by aligning with the merit criteria for construction projects. This project will:

1. **Support economic vitality at national and regional level** by restoring the third-most travelled segment of I-95 along the Northeast Corridor to a state of good repair, thereby ensuring the effective and efficient flow of freight throughout the state, region, and country;
2. **Leverage federal funding to attract non-Federal sources of infrastructure investment** by committing $50M in state funds to reconstruct and improve the design of the most-traveled highway asset in Rhode Island to provide a foundation for the future site of RhodeWorks Toll Gantry Location 5,[1] which will generate an estimated $2 Million in annual state revenue to support the maintenance of the Viaduct and other state-funded infrastructure investment;
3. **Deploy innovative technology** like Dedicated Short Range Communications (DSRC) Systems and CAV-friendly striping and signage to allow integration with intelligent driving systems, **encourage innovative approaches to project delivery** by deploying accelerated construction methods through a design-build procurement process, and **incentivize the use of innovative financing** by utilizing direct GARVEE bonds and leveraging the proposed INFRA grant to free up funding to invest in Rhode Island's crumbling roads and bridges; and
4. **Ensure that RIDOT stays accountable for its performance** by reporting the progress of construction in the Department's Quarterly Report, monitoring time travel savings data following the completion of the project, and establishing a detailed maintenance plan with dedicate resources to support the preservation of the new Viaduct.

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[1] The completion of this project is a prerequisite for the construction of RhodeWorks Truck-Only Toll Gantry Location 5, which will be built on the Viaduct.

This segment of I-95 through Providence's urban core includes major freeway interchanges with Interstate 195 (I-195), Routes 6 and 10, and Route 146 within a span of less than two miles, providing critical linkages between origins and destinations throughout the state and New England. **The completion of the Providence Viaduct Northbound Project will ensure that these major arteries continue to serve the needs of residents, commuters, and commerce in the 21st century and beyond, and will significantly increase efficiency in the movement of people and goods throughout the transportation system.**

A Structurally Deficient Viaduct is a Threat to the Primary Highway Freight System

Due to its age and overutilization, the Viaduct has long been identified as requiring full replacement, and it continues to be RIDOT's top priority. Multiple bridges within this project are structurally deficient, and one bridge is fracture critical, necessitating frequent and costly patchwork repairs just to keep it and the surrounding stretch of I-95 functional.

Since the early 2000s, extensive spalling throughout the underside of the concrete deck structure has necessitated the use of timber shielding to prevent concrete debris from falling on facilities beneath the Viaduct, including roads, sidewalks, and the rail corridor. Steel reinforcement is exposed in numerous locations, compromising the strength of the decking to support traffic loads and exacerbating its deterioration. The concrete piers which comprise the existing Viaduct substructure also exhibit clear signs of deterioration and loss of strength.

Several of the post-tension anchorage pockets at the end and underside of "hammerhead" pier caps are in poor condition, with most of the end anchors exposed and rusted. Testing has revealed the strength of concrete in the majority of piers to be less than original design values, and many piers have chloride contamination that exceeds acceptable levels.

In addition to the Viaduct itself, the condition of interchange ramp and overpass bridges along the interstate corridor are in a similarly poor state of repair. Of the four bridges that are to be replaced under the project (including the existing Viaduct)

Figure 2 --Typical Underside of Deck and Framing, Shielded with Timber, Looking North

Figure 3 --Spalling, Underside of Deck

Figure 4 -- Rusted End Anchor

three are classified as structurally deficient (including the "fracture critical" Atwells Avenue on-ramp bridge).

Figure 5 --West Face of Girder D at South Abutment #1 (Span 1, Bridge No. 576)

The most recent National Bridge Inventory reports for the existing Viaduct (2017,2018) have identified numerous deficiencies in the structural elements supporting existing northbound facilities. Due to the severe condition of certain members (described and depicted below), RIDOT and FHWA have mandated that bi-monthly inspections be conducted as a condition of allowing the facility to remain open to traffic. These costly inspections – along with the several emergency repair contracts that have been commissioned over the past decade to remedy critical deficiencies where and when they are identified – are a drain on RIDOT's fiscal resources, as monies that could be more productively spent elsewhere are being used to maintain a facility that has long been identified as requiring complete replacement.

Figure 6 -- The Cost of Congestion

In addition to the already significant routine maintenance and inspection costs, certain emergency repairs to the structure are required nearly every year to address critical issues with the potential to require partial or full closure of the facility, or worse, result in structural failure. To date, RIDOT has incurred significant (and unsustainable) costs in conducting emergency repairs on the existing Viaduct, measures that are necessary to ensure that the Interstate facility can safely remain open to traffic. Three such emergency repairs were made in 2009, followed by further emergency repairs to structural steel members in 2013. Over a 10-year period, the bridge maintenance repair costs and bi-monthly inspections have cost the State of Rhode Island an estimated $5.4 million, **and RIDOT is spending another $2.4M this year to repair selected piers**.

The complete replacement of the I-95 Northbound facility is urgently needed to ensure that this critical link of the Interstate System and national freight network is restored to a state of good repair. **Closing the Viaduct or posting weight limits on its bridges would result in incalculable complications for the Primary Highway Freight System.**

To protect the economic vitality of Rhode Island and the Northeast Megaregion, the Providence Viaduct Northbound must be replaced, and it must be improved. The existing design of the Viaduct creates congestion issues that translate to more than **$2.5 million in wasted commercial vehicle operating costs every year.** The Viaduct cannot be allowed to fail, and it must not be replaced in-kind. Replacing the outdated design would be inefficient, irresponsible, and bad for business.

The congestion and safety issues posed by the subject interchanges confer significant impacts onto the local, state, and national freight networks these arterial freeways serve. In developing Rhode Island's Statewide Freight and Goods Movement Plan, the Department of Administration and RIDOT have identified the State's two highest highway freight project needs to be:

1. Replacement of the I-95 Viaduct at U.S. Route 6; and

2. Improvements to the diverge on I-95 Northbound at Route 146

The proposed Providence Viaduct Northbound Project fully addresses these priority needs, **significantly improving the efficiency, safety, and reliability of the highway freight network.**

The Current Viaduct Design Compromises Safety and Efficiency

More than 1,000 vehicle crashes have occurred in this area over a recent five-year-period, the results of tight merges and weaves that become even more treacherous as congestion worsens. **The proposed project would virtually eliminate the design flaws creating these issues, thereby considerably improving public safety.** Without this project, RIDOT estimates that if the bottleneck is not addressed, by 2035, a typical 7-mile afternoon rush hour trip from Reservoir Avenue in Cranston R.I. to Branch Avenue in Providence will take 35 minutes. However, investing in the region today will ensure that **the same trip will take only 6 minutes in 2035, even accounting for anticipated increases in vehicle traffic. For users of that common route, this project will therefore save the average driver 176.4 Vehicle Hours Travelled (VHT) per year.**

Unquestionably, the most problematic and precarious section of I-95 Northbound through Rhode Island is the approximately ¼-mile segment between(a) the on-ramp from the 6-10 Connector Inbound and Downtown Providence (Memorial Boulevard) and (b) the Exit 23 off-ramp to State Route 146 and Orms Street. This "State Offices" exit has gained notoriety as one of the most severe bottlenecks in the regional highway network, due to the short distance over which vehicles must weave to complete certain interchange movements. Currently, vehicles destined for I-95 Northbound from 6/10 (and Downtown Providence) must weave left over this short distance to gain access to I-95 through lanes, while vehicles approaching the Viaduct on I-95 destined for Route 146 (and the local Orms Street off-ramp) must weave right over this same distance.

Figure 7 -- Current Traffic Flow Statistics (2018 Averages)

220,000
Average Daily Northbound Traffic
(Cars + Trucks)

28.60
Average Northbound Speed in Project Area
(MPH)

2.23
Typical Congestion Index
$\left(\frac{\text{Average Travel Time}}{\text{Free Flow Travel Time}}\right)$

In addition to the adverse highway safety conditions, the directly conflicting movements are the principal cause of chronic bottlenecking, with congestion rapidly propagating along approaching freeways as traffic volumes increase during peak hours. During such periods, peak hour back-ups along I-95 Northbound, the 6/10 Connector Inbound and I-195 Westbound often extend several miles.

These existing bottleneck segments also pose a significant safety hazard to motorists, due to the combined effects of high volumes of traffic, conflicting origin-destination movements, substandard lane widths, and other functional deficiencies. **The proposed action would eliminate more than 300 of the 1,000 vehicle crashes that occurred along these segments over a 4-year span from 2013-2017, including 3 of the 8 serious injuries.**

Figure 8 – Typical Bottleneck on the Providence Viaduct, I-95N Seen from Downtown Providence On-Ramp (Route 146 / State Offices Exit Visible in the Distance)

As Section V and Section VII describe in more detail, RIDOT estimates that this project will reduce collisions by up to **43 percent**, generating an initial safety benefit of **$1.97M** per year.

This Project is the Solution to the Viaduct's Congestion and Safety Issues

Since the last round of INFRA Grant proposals were submitted in November 2017, RIDOT has continued to work with its consultants and local partners to develop 10 percent designs for the Viaduct project. The resulting plans use a phased approach to replace the Viaduct with minimal impacts to existing traffic flows. **All timeline information throughout this narrative is based on a presumed notice-to-proceed (NTP) date of April 30, 2020.**

The Providence Viaduct Northbound Project will address the current deficiencies in the existing highway infrastructure by temporarily shifting northbound traffic to the vacant old Southbound structure to make room for construction on the old Northbound structure to proceed unimpeded. The improvements at the site will include innovative incorporation of a C-D road and access ramp modifications in the proposed Viaduct Northbound replacement design, which effectively eliminate conflicting weave movements and provide more accommodating, streamlined access between freeway facilities.

Once construction is complete, the movements from the 6/10 Connector to I-95 Northbound, the 6/10 Connector to Route 146 Northbound, and I-95 Northbound to Route 146 Northbound will no longer interfere with one another. As a result, this critical highway asset will not only be restored to a state of good repair, its new design will generate substantial operational benefits, including safety improvements and significant reductions in congestion and travel times.

The phases of this project are discussed in more detail in Section VI. Project Readiness. The total future eligible costs associated with this project are estimated to be approximately $250 Million. **The requested $75 Million INFRA Grant would support 30 percent of that total cost. Without INFRA support, RIDOT cannot guarantee that the project can be completed as described here. However, with INFRA support, RIDOT will be able to complete this project and make additional investments in its other structurally deficient bridges.**

Figure 9 -- A Visual Rendering of the Proposed Structural Changes
(Note New C-D Road, Ramp Modifications, and I-95NB Replacement)

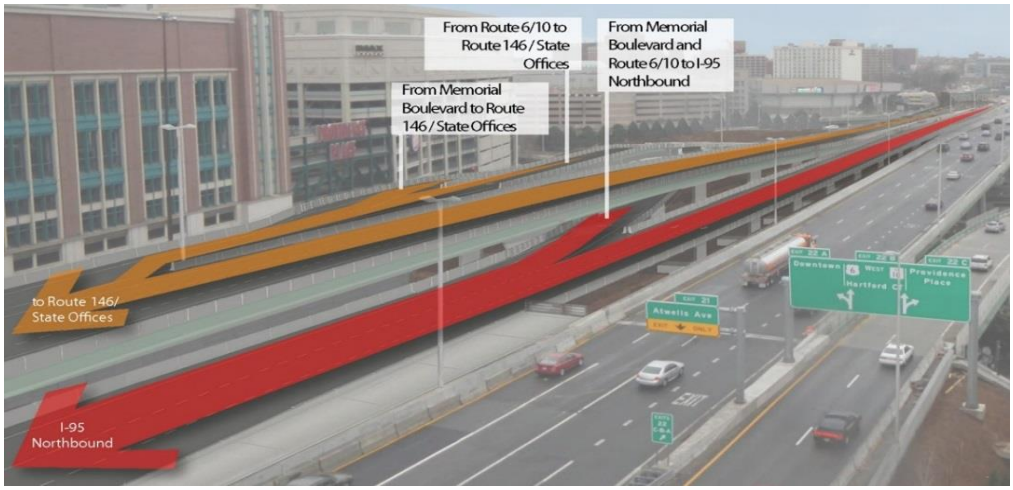
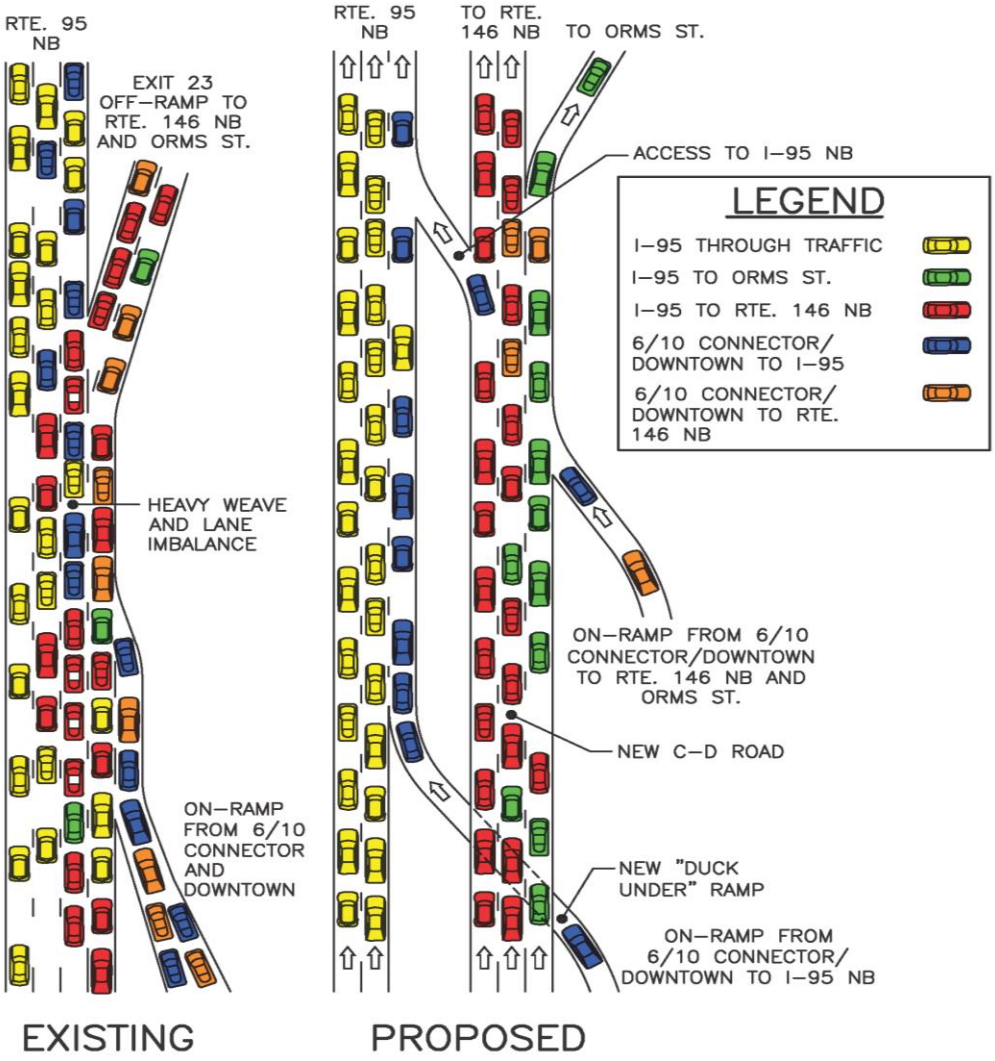


Figure 10 -- Schematic of Proposed Traffic Flow Improvements
(Note the Elimination of Conflicting Movements)



II. Project Location

The I-95 Providence Viaduct is located in Providence, Rhode Island (41.826° N, 71.419° W). The four-mile stretch of highway set to be addressed by this project is the epicenter of highway travel in Southern New England. The Northbound Viaduct carries the interstate facility over the Woonasquatucket River, and links I-95 with I-195, U.S. Route 6 and State Route 10 and State Route 146.[2] The Viaduct effectively connects I-95 to each of the next-most-traveled routes in Rhode Island, serving hundreds of thousands of vehicles combined on a daily basis. The Viaduct also serves as an important link to Amtrak and MBTA services at Providence Station, major freight activity in the nearby Ports of Providence and Davisville, and a wide breadth of commercial and residential developments in the nearby cities of Providence, Cranston, Pawtucket, Warwick, and East Providence.

Figure 11 -- Project Location Along I-95 Within the State of Rhode Island

State Routes 6 and 10

Extending west from the interchange with I-95, the 6/10 Connector continues southwest for approximately 1.4 miles to another major urban interchange, which provides access between U.S. Route 6 (east-west), State Route 10 (north-south), and the local roads in the Providence neighborhood of Olneyville.

From this interchange, Route 10 continues south, reconnecting with I-95 into neighboring Cranston and completing a beltway loop through Providence's densely inhabited Olneyville, Federal Hill, Silver Lake, and West End neighborhoods. U.S. Route 6 is the primary link between Providence and points west (including Hartford, Connecticut), extending from the 6/10 Interchange to Interstate Route 295 (I-295) along a 4-mile segment of limited access freeway before continuing west into Connecticut as an undivided four-lane highway.

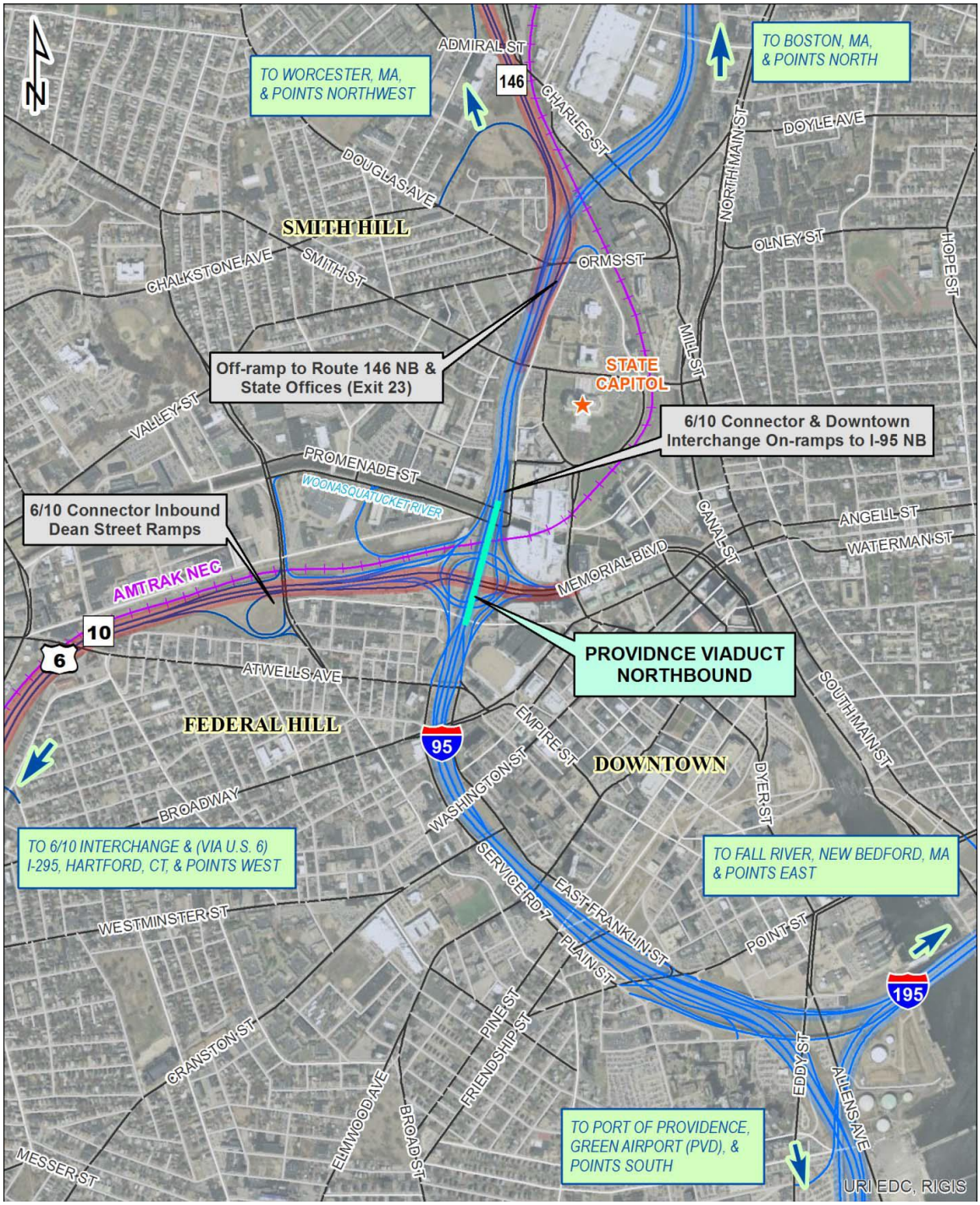
Amtrak and the Northeast Corridor (NEC)

The Amtrak Northeast Corridor (NEC) runs in a general north-south direction through Providence and is spanned by the Providence Viaduct where the railway crosses the Woonasquatucket River. As the nation's principal rail right-of-way along the Eastern Seaboard – extending from Richmond, Virginia, north to Boston, Massachusetts, and servicing New York, Philadelphia, and Washington, DC – this corridor is host to various freight, high-speed, and commuter rail services/uses. Locally, Providence Station (just northeast of the Route 6/10 and I-

[2] The 6/10 Connector is currently under construction, scheduled for completion in 2023.

95 interchange) provides access to intercity (Amtrak) and commuter (Massachusetts Bay Transportation Authority) services, with the MBTA Providence/Stoughton Line providing service to Boston and south to T.F. Green Airport (PVD), the latter via the newly constructed InterLink Station.

Figure 12 -- Project Location Within the City of Providence, RI



Local Freight Connections

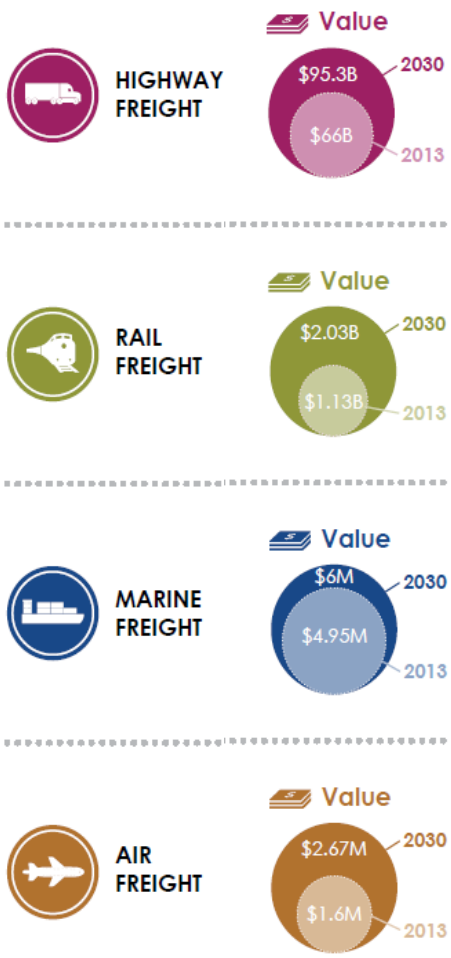
The project is situated at the core of the Providence, RI--MA Census Urbanized Area, an expansive 545-square mile region of Southern New England that encompasses Greater Providence (including the Rhode Island cities of Pawtucket, North Providence, Cranston, Warwick, East Providence, Woonsocket and Newport) and extends into portions of southeastern Massachusetts to include the cities of Attleboro and Fall River. I-95, I-195, U.S. Route 6, and State Routes 10 and 146 are all designated by the FHWA as links within the National Highway System (NHS) of roadways serving this area, a network that includes the Interstate Highway System and other roads critical to the nation's economy, defense, and mobility.

I-95 is designated as a Primary Highway Freight System (PHFS) facility on the National Highway Freight Network, one of the principal surface transportation corridors for the movement of freight and goods along the Eastern Seaboard and between origins/destinations throughout the United States. Together with the above-noted NHS Routes, the Interstate System is also the backbone of state and regional freight networks, with I-95 providing highway connectivity with the Port of Providence and the Port of Davisville (Quonset Point, 14 miles south of Providence.)

Through a joint effort between RIDOT and the Rhode Island Statewide Planning Program (Department of Administration), and with input through an extensive stakeholder working group, the State of Rhode Island has completed its Statewide Freight & Goods Movement Plan (Freight Forward RI). State officials have conducted extensive research to date, having commissioned studies and compiled data from a variety of sources to assess present conditions and future trends in all modes of freight movement (air, rail, marine, and truck), including the intermodal connectivity thereof. Officials have identified the state's two highest highway freight project needs to be (1) Replacement of the I-95 Viaduct at U.S. Route 6, and (2) improvements to the diverge on I-95 Northbound at Route 146. Construction of the Providence Viaduct Northbound Project will effectively address both of these vital needs through a single effort.

Figure 13 -- Rhode Island Freight Network Map

Figure 14 -- Freight Forecast by Type



Currently, the state and region are highly reliant on highways and truck transportation for commodity flow, with approximately **89 percent of all freight (by both weight and value) moving in and out of Rhode Island transported by truck.** This total truck tonnage is anticipated to grow at 2.1 percent per year through 2030, a trend of key consideration in the planning and prioritization of highway infrastructure projects over the next several decades. The Port of Providence, the second busiest (handling over 7.8 million tons of cargo in 2014) and one of only two deep-water ports in New England, also figures prominently in the future of freight movement in the region. With its strategic location along the Northeast Seaboard and excellent access to the regional highway network via I-95, the flow of goods and materials through this port is also expected to increase, as will the associated truck traffic connecting freight to regional and local destinations.

Routes 6, 10, and 146 are also essential links in the movement of freight and goods throughout the state and region. Included among the Freight Plan's findings is the recommendation that Routes 6 and 10 be designated as surface transport facilities on the Rhode Island State Freight Map. Replacement of the 6/10 Interchange, which is also included in the Plan's recommended highway freight project needs, will be achieved under the separate Route 6/10 Interchange Reconstruction project.

Local Residential and Commercial Considerations

Locally, I-95 and other network freeways serve a densely populated region of the Urbanized Area (including the cities of Providence, Cranston, Pawtucket, Warwick, and East Providence) within which retailers, commercial vendors, and industrial concerns rely upon trucking for the movement of goods and materials. Other major users of the system include the United States Postal Service (the USPS Providence Central Mail Processing Facility is just 1 mile north of the I-95 Viaduct Interchange) and municipal waste haulers delivering recyclables and solid waste to the Rhode Island Resource Recovery Corporation (1 mile south of the U.S. 6 / I-295 Interchange).

III. Project Parties

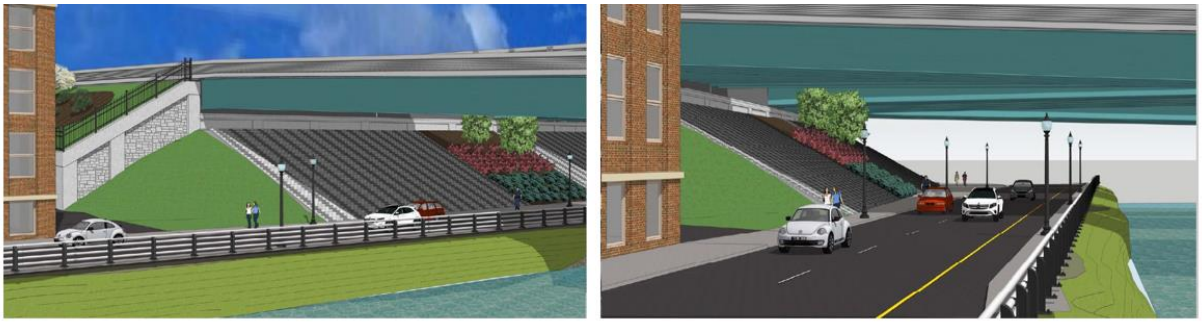
The Rhode Island Department of Transportation (RIDOT) is the applicant and primary party responsible for this project. RIDOT has extensive experience with federal grant processes and has successfully leveraged federal assistance across range of major transportation infrastructure projects, including recent **TIGER Grant** awards for the I-95 Providence Viaduct (Southbound), the Apponaug Bypass (Warwick, RI), and Route 37 Safety Sweep (Cranston, RI) projects, as well **BUILD** support for the Simple, Smarter Roads for the Newport Innovation Corridor (Newport,

RI) project. RIDOT will be responsible for administering the grant funds and managing the project, and contact information is provided on the cover page of this project narrative.

As discussed, RIDOT's program to replace the Providence Viaduct has been in development for some time, and the current plan to construct the replacement Viaduct Northbound facility (with integral improvements to address chronic congestion along this bottleneck segment of I-95 Northbound) enjoys broad support from state and local officials, transportation and business advocacy groups, and the general public. RIDOT has coordinated extensively with the City of Providence on its plans for the Providence Viaduct Northbound Project to ensure that its broad objectives (reducing congestion along the Interstate and other arterial freeways, improving the efficiency of regional highway and freight networks) are harmonized with local efforts aimed at improving quality of life within this highly urbanized area of the city.

RIDOT will continue to work closely with the City throughout the project, particularly to make improvements to the underside of the Viaduct to connect the East and West sides of Providence. The City will also be an important partner in ensuring that the Viaduct project promotes economic development in a growing commercial and residential neighborhood to the west of I-95. Local businesses and developers have long requested that RIDOT improve the safety and aesthetics beneath the Viaduct, which serves as the primary pedestrian route to Downtown, and this project will help to realize that vision.

Figure 15 -- Rendering of Potential Improvements to the Underside of the Viaduct



IV. Grant Funds, Sources, and Uses of All Project Funding

Project Budget

The Providence Viaduct Northbound Project has an estimated all-in cost of **$250M**, including the completion of design, construction, soft costs, and contingencies.

Previously Incurred Expenses

RIDOT has committed internal resources to this project since 2016. Professional consultants have been engaged in designing and developing the project. To date, $6 Million has been spent, with the majority ($5.6 Million) spent on design.

Future Eligible Costs

The future eligible cost of the Providence Viaduct Northbound Project is estimated to be **$250 Million.** The existing Rhode Island State Transportation Improvement Plan (STIP) currently includes **$118 Million in future funds** to support the project over federal fiscal years (FFY) 2019-2027.

As described in more detail in the Innovative Financing Section, 80 percent of this project will be financed by INFRA Grant funding (30%) and direct GARVEE bond proceeds (50%). The remaining 20 percent will be financed by state match funds. The costs of each construction phase are detailed in the Project Scope, Schedule, and Statement of Work section.

Figure 16 -- Breakdown of Eligible Future Costs

Design	INFRA		Other Federal		State Match		Total ($M)	
Consultant	$0.00	-	$14.00	5.6%	$3.50	1.4%	$17.50	7.00%
RIDOT Staff	$0.00	-	$1.42	0.6%	$0.35	0.1%	$1.77	0.71%
ROW	$0.00	-	$1.08	0.4%	$0.27	0.1%	$1.35	0.54%
Utilities	$0.00	-	$0.16	0.1%	$0.04	0.0%	$0.20	0.08%
							$20.82	8.33%
Construction	INFRA		Other Federal		State Match		Total ($M)	
Contractor	$75.00	30%	$63.40	25.4%	$34.60	13.8%	$173.00	69.20%
Consultant	$0.00	-	$5.10	2.0%	$1.28	0.5%	$6.38	2.55%
RIDOT Staff	$0.00	-	$5.18	2.1%	$1.29	0.5%	$6.47	2.59%
Police Detail	$0.00	-	$2.48	1.0%	$0.62	0.2%	$3.10	1.24%
Utilities	$0.00	-	$1.71	0.7%	$0.43	0.2%	$2.14	0.86%
Contingency	$0.00	-	$22.24	8.9%	$5.56	2.2%	$27.80	11.12%
							$218.89	87.56%
Other	INFRA		Other Federal		State Match		Total ($M)	
Misc. RIDOT	$0.00	-	$1.12	0.4%	$0.28	0.1%	$1.40	0.56%
Misc. Other	$0.00	-	$7.11	2.8%	$1.78	0.7%	$8.89	3.56%
							$10.29	4.12%
Total								
Total Future Eligible Costs ($M)							$250.00	100%

V. Merit Criteria

Objective #1: Support for National or Regional Economic Vitality

This project will generate considerable benefits, totaling a net present value (NPV) of **$732.14M** over 30 years. **The benefit-cost ratio for this project is 4.44,** indicating that this project is an efficient and cost-effective investment that will support national and regional economic vitality.

Reductions in Traffic Fatalities and Serious Injuries

The project area currently averages 205 crashes per year, of which 46 typically involve serious or possible injuries. The figure below summarizes the three major safety issues in the project area. **This project will generate annual benefits of $1.97M by reducing crashes by 43.54 percent.**

Figure 17 -- Projected Crash Reduction Benefits

Priority	Safety Issue	Crashes/Yr	Injuries/Yr	Crash Reduction	Annual Savings
1	Weaving, I-95N from 6/10 to Rt. 146	120.8	30.8	32.00%	$ 966,908.80
2	Queuing along I-95N from 6/10 to 146	53	8.4	60.00%	$ 514,598.52
3	Queuing along 6/10 Inbound to I-95N	31.8	7.2	60.00%	$ 493,418.52
	Totals	*205.6*	*46.4*	*43.54%*	*$ 1,974,925.84*

Eliminate Bottlenecks in the Freight Supply Chain

The design improvements included in this project will reduce congestion on I-95, US-6, RI-10, RI-146, and I-195. Compared to the no-build alternative, the completion of this project will improve the average speed from 28 to 48 MPH, reducing annual vehicle hours travelled in the project area (VHT) by **51.9 percent.** The Viaduct bottleneck has been identified as the most critical freight problem in Rhode Island in the RI Freight Plan. In addition, the nearby interchange of I-95 and I-195 was recently identified as **the 35th-worst congestion point for freight traffic according to the latest research by the American Transportation Research institute.**

Restore Good Condition of Infrastructure

This project will replace crumbling structures with a new 100-year bridge, reconfigured ramps, and a C-D road connecting several of the most-travelled routes in Rhode Island. The reconstruction of the Viaduct will finally restore an asset long-identified as structurally deficient.

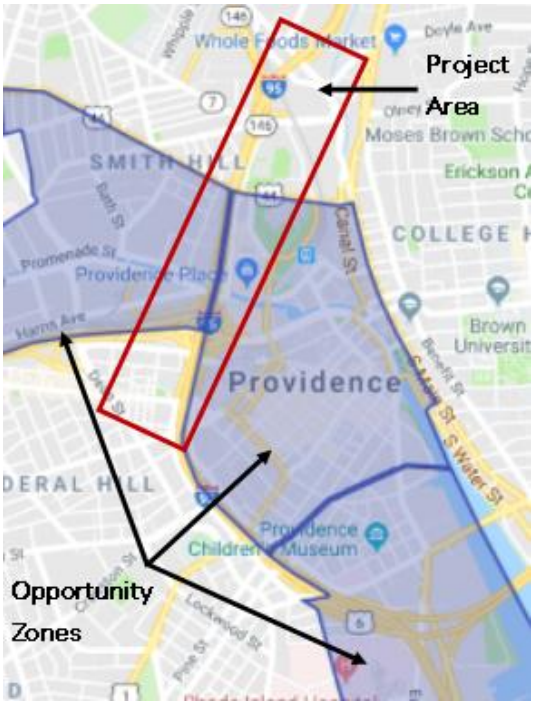
Advance Economic Development in Areas of Need

This project reinforces and improves critical link between Providence, Worcester, and Boston, the three largest cities in New England. The congestion reductions and safety improvements in this project will facilitate the flow of people and goods between these three metropolitan centers and improve access to myriad communities in between.

Rhode Island has 15 federally designed Opportunity Zones, including Providence Census Tracts 1.01, 2, 6, 8, 19, and 25 in the immediate area of the Viaduct project. The Opportunity Zones program is designed to incentivize patient capital investments in low-income communities nationwide.

An investment in the Viaduct is an investment in the future growth of this region, which will be well-served by this project's improvements in traffic flows, safety, and linkages between local roads and the Interstate.

Figure 18 -- Map of Opportunity Zones Surrounding the Project Area



Reduce Barriers Separating Workers from Employment Centers

This project will reduce transportation barriers to all types of commuters who work in or pass through Providence, RI. Drivers who use I-95 will see their delays significantly reduced as will rail commuters who use I-95 to reach Providence Station. Pedestrians, cyclists, and local transit users will also benefit from the improvements to the underside of the Viaduct, which will include new lighting and improved connectivity to shared-use pathways.

Objective #2: Leveraging of Federal Funding

This project represents a critical, cost-effective investment that will maximize the use of public funds **for two reasons**.

First, the completion of the project described here will prevent the need for RIDOT to replace the Viaduct in-kind at a cost of **$189.96M. Without INFRA support, RIDOT cannot guarantee that in-kind replacement can be avoided, if only to prevent the closure of I-95N.** However, because that effort would lock in the existing design flaws for decades, in-kind replacement would effectively be a waste of $189.96M to preserve an unsafe, inefficient interchange.

Second, this project must be completed before RhodeWorks Truck-Only Toll Gantry 5 can be constructed over the Viaduct. The toll gantry will assess a fee of $2.25 to an estimated 3,124 toll-eligible trucks per day. This toll location will generate an estimated $2.046M per year.[3] That revenue will be used to support the maintenance and operations costs of the Viaduct, and the remaining revenue will be made available to support the needs of Rhode Island's other transportation assets. **This project must precede the construction of Toll Gantry 5, however, because the gantry cannot be built on a structurally deficient bridge.** Therefore, the completion of this project will effectively enable the collection of approximately $2.046M in state revenue per year.

Objective #3: Innovation

Area #1: Deployment of Innovative Technology

The Providence Viaduct Northbound Project will be built as a smart corridor that will embed in its infrastructure technologies making the highway ready for autonomous vehicles. Dedicated Short Range Communications (DSRC) system and CAV friendly striping and signage will be built in to seamlessly work with intelligent transportation systems.

The project could be a staging ground for a pilot that would use V2I communication to let motorists know that there is an active construction zone, using smart traffic apps for freight congestion mitigation. In addition, RIDOT could require the use of autonomous attenuator trucks within the project's work zone to improve on worker safety.

Area #2: Construction Phasing Innovation

While the Providence Viaduct Northbound Project is underway, it is vitally important to ensure that this freeway remains open for business. **The project will include the use of a temporary lane kept after the end of Viaduct South construction, and innovative phasing schemes to minimize lane and ramp closures during construction.** This phasing is discussed in detail in Section VI. The construction phasing and traffic conditions will be monitored via RIDOT's Transportation Management Center (TMC), the state's hub of Intelligent Transportation Systems (ITS) and communication resources. Under the TMC Rhodeways program, road- side

[3] These revenue projections are based on a Level 3 study available here. All projections are based on traffic volume data from 2016 collected as a toll system study of all 14 proposed truck-only tolling locations. The annual revenue projections account for multiple gantry adjustments and anticipated traffic diversions.

cameras help identify incidents on the highways and variable message signs provide real-time drive-time information to motorists. As part of the project, all construction phasing will be monitored at the TMC.

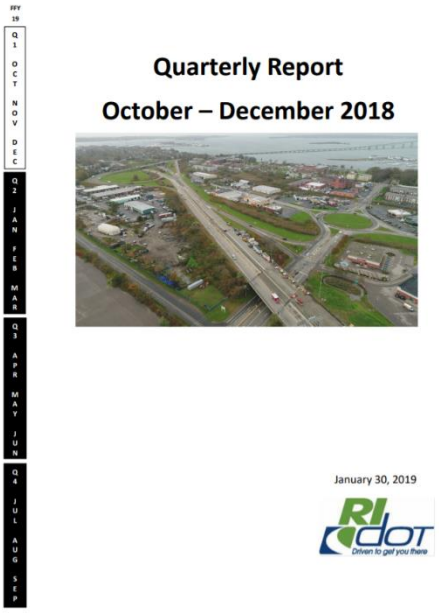
Area #3: Innovative Financing

The Viaduct is most important outstanding transportation project in Rhode Island, but due to budgetary constraints, there is a shortage of traditional funding available to support this project. To service the needs of the Viaduct's bridges, RIDOT will fund the project using a combination of direct GARVEE and INFRA funds, along with the required 20 percent state match. In addition to the requested $75M INFRA Grant (30%), $125M in direct GARVEE bond proceeds (50%) will be deployed, pursuant to 23 U.S.C. 122, and the remaining $50M (20%) of the project cost will be supported by state funds. RIDOT's use of direct GARVEE bonds in this case will allow the Department to accelerate the construction timeline for the Viaduct, consistent with GARVEE guidance available from FHWA's Center for Innovative Finance Support.

Objective #4: Performance and Accountability

RIDOT issues a quarterly report to fulfill statutory requirements and to build the public's trust in the Department by ensuring that RIDOT is accountable to the taxpayers of the State of Rhode Island. Going beyond the statutory requirement of the RhodeWorks legislation, the report also includes updates on key accomplishments during the past quarter.

Figure 19 – The Cover of RIDOT's Most Recent Quarterly Report



Accountability is led by RIDOT's Division of Project Management. Charged with oversight and management of all projects from initial design through final completion, project managers at RIDOT closely monitor schedules, coordinate permits and regulatory requirements, and ensure that projects are completed on time, on budget and at the highest quality.

RIDOT's INFRA-funded project will be delivered on agreed-upon schedules, that will generate clear, quantifiable, results, and that will advance both USDOT and RhodeWorks goals. Once the project has advertised, its progress will be tracked in the Quarterly Report.

As a design-build project, RIDOT will include bonuses for early completion of milestones during different phases in the contract, following a similar incentive/disincentives method used in previous rapid-bridge replacement projects in Rhode Island.

Lifecycle Costs and Funding Sources for Operations and Maintenance

As previously stated, the completion of this project will enable the construction of RhodeWorks Truck-Only Toll Gantry Location 5, which will provide over $2M annually in revenue. RhodeWorks requires that the revenue collected at each gantry is utilized to service the needs

of the bridge(s) associated with that location, so the $2M collected along the Viaduct **must be dedicated to the maintenance of the Viaduct.**

RIDOT estimates that the maintenance costs of the bridge over 30 years will total $10.01M, including deck repairs and soft costs. RhodeWorks asserts that toll revenues cannot be diverted away from the maintenance and operation of the Viaduct until the needs of its bridges are met. Because the preservation of the Viaduct will require steady maintenance, this effectively means that toll revenues will always be available to ensure that the Viaduct remains in a state of good repair. This guarantee will help to prevent the kind of deterioration that led to the structural deficiency of the Viaduct, along with hundreds of other bridges in Rhode Island.

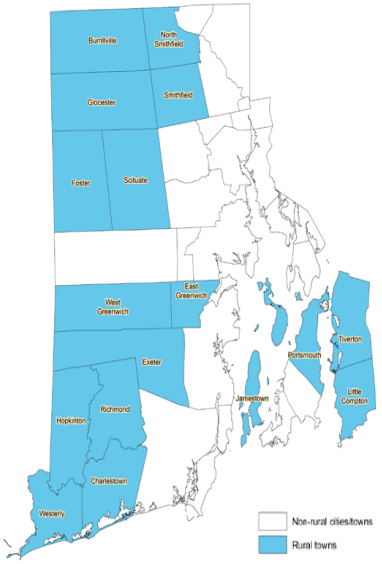
Figure 20 -- Projected Maintenance Costs Over 30 Years, Build Scenario

Task Description	Unit Cost ($M)	Count in 30 Years	Cost in 30 Years ($M)
Bridge Inspection	$0.02	15	$0.30
High Pressure Water Cleaning on Bridge	$0.12	15	$1.80
Concrete Surface Treatment (Protective Coat)	$0.20	3	$0.60
Joint Replacement	$0.50	2	$1.00
Deck Repairs	$2.00	1	$2.00
Repainting Existing Structural Steel	$2.00	1	$2.00
Subtotal Rehabilitation Cost			*$7.70*
Engineering, Contingency, & Mobilization (30%)			*$2.31*
30-Year Maintenance Cost WITH INFRA GRANT			*$10.01*

Key Accountability Metrics

This project will include the establishment of an accountability measure which will be used to report on the project's success. **The Department is prepared to be held accountable if the achieved Travel Time Delay improvement for all vehicle types within the project limits does not result in at least 75 percent of the projected improvement as compared to projected No-Build Travel Time Delay performance** within one year of the project's substantial completion date. Travel Time Delay is a key component used to calculate Travel Time Savings presented in this project's Benefit Cost Analysis. **The Travel Time Delay performance assessment will reflect traffic during the 6:00 am to 10:00 am and 4:00 pm to 8:00 pm weekday travel time periods within the project limits.**

Figure 21 – Map of Rural and Non-Rural Areas in Rhode Island (Source: RIDOH)



Additional Considerations

Geographic Diversity

Rhode Island is one of the most geographically diverse states in the country. A 20-mile radius around the Viaduct includes cities, suburbs, rural areas, waterfront communities, T.F. Green Airport and several Massachusetts communities. As the capital city of Rhode Island, Providence is a hub for everyone in the state, whether they live in nearby rural communities and just "come to the city" to do business, or they are suburban commuters or urban residents. I-95 is a crossroads for everyone in the Northeast Corridor, and even those who choose not to drive on

that highway are impacted by the safety and congestion delays through this unavoidable corridor. Completing this project serves a very geographically diverse area.

Project Readiness

As the following section details, RIDOT is working to ensure that this project can be completed as efficiently and effectively as possible following the award of INFRA funding.

VI. Project Readiness

Summary

RIDOT has spent much of the past decade evaluating alternatives for replacement of the I-95 Providence Viaduct which also eliminate the inherent deficiencies of the interchanges with the 6/10 Connector and Route 146 along I-95 Northbound. In the Providence Viaduct North Project, RIDOT has identified a comprehensive solution that is technically and economically feasible.

The Department is currently working to secure environmental approvals which will allow the project to move forward, and the 10 percent designs presented here provide a comprehensive overview of a phased-approach to the construction of a complex and critical highway asset.

Technical Feasibility

Engineering Design Studies and Activities

RIDOT has commissioned a design contract to advance the project through preliminary engineering, an endeavor that was completed in 2018. This effort will advance all elements of the project design (including but not limited to, highway, structural, traffic, drainage, utilities) to a level sufficient for RIDOT to advertise the project as a design-build contract, including plans, specifications, and estimates to a level tantamount to a 10 percent design review submission under a conventional design-build procurement approach. This consultant will also be supporting RIDOT in the preparation and submission of permit applications, modifications, and extensions to the authorities having jurisdiction over the work.

Development of Design Criteria and Basis of Design

As outlined throughout this application, the flaws in the design of the existing Viaduct have led RIDOT to prioritize the development of a design which rectifies the existing congestion and safety problems in the project area. The basis of the design referenced and presented in this narrative is therefore clear: **the preeminent concern in designing this project is correcting the problems with the design of the existing Viaduct.**

Basis for the Cost Estimate

As shown in Section IV, RIDOT has estimated that the total future cost of the project will be $250M. This includes the completion of design, construction, and a $27.8M contingency fund. The base construction cost for the work detailed below will be approximately **$173M.**

Figure 22 -- Anticipated Construction Schedule and Cost

Project Construction Stage	Anticipated Completion Date	Estimated Construction Cost
Notice to Proceed	April 2020	-
Construction Begins	September 2020	-
Phase 1	May 2021	$8.47
Phase 2	August 2022	$53.23
Phase 3	May 2023	$33.87
Phase 4	August 2024	$41.13
Phase 5	November 2025	$36.29
Total Construction Cost		**$173.00**

Project Scope, Schedule and Statement of Work

From the 10 percent design documents, RIDOT and its consultants have developed the following project schedule, which includes **five phases. All scheduling information is based on a presumed notice-to-proceed (NTP) date of April 30, 2020.**

Phase 1: Shifting Northbound Traffic (Spring 2020-Spring 2021)

The first phase of construction on this project will involve rehabilitating the structure that formerly carried I-95 Southbound. Located between the Northbound structure slated for replacement and the recently completed New Southbound Viaduct, the old Southbound structure will be brought back into service temporarily to support Northbound traffic. **This shift will free up a large portion of the old Northbound Viaduct, allowing construction and demolition work to proceed without impeding traffic flows.**

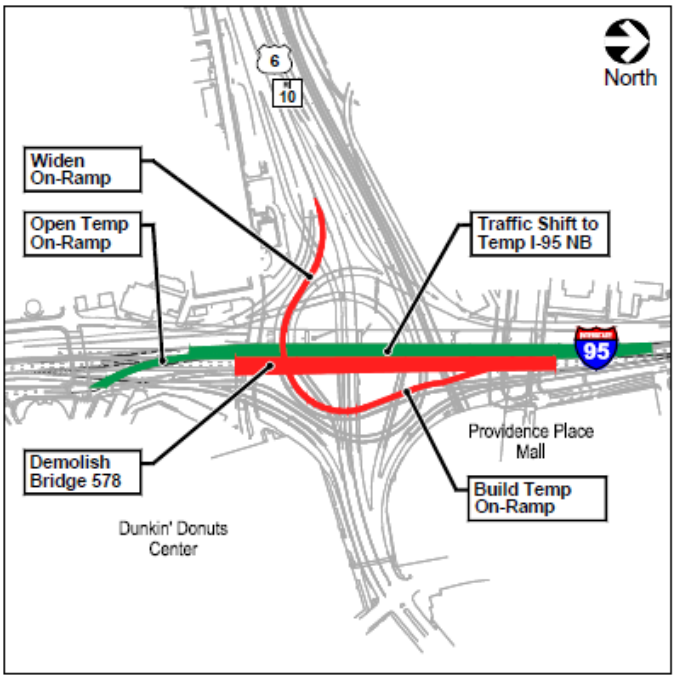
The old Southbound structure will link to the old Northbound structure just north of the 6/10-Downtown Providence on-ramp, forming a new five-lane structure **("The Temporary Northbound Viaduct").** The three left-most lanes will service I-95 Northbound, while the two right-most lanes will service the 6/10-Downtown on-ramp and the RI-146 / State Offices Off-Ramp (Exit 23). Phase 1 will also include the construction of a temporary on-ramp linking Atwells Avenue to the Temporary Northbound Viaduct.

Figure 23 -- Phase 1 Construction

Phase 2: Demolishing Old Bridges, Building New Ramps (Spring 2021-Summer 2022)

With the Temporary Northbound Viaduct established, construction will turn to the construction of new ramps. First, the existing ramp linking US-6 East to I-95N will be widened from one lane to two. Next, the old Northbound Viaduct (Bridge No. 578-North) will be demolished.

Figure 24 -- Phase 2 Construction



That demolition will allow for the construction of a new, temporary ramp connecting US-6 East to the Temporary Northbound Viaduct. Traffic will then shift from the old ramp to the new one, and the old ramp will be demolished. This phase will also include the opening of the temporary on-ramp connecting Atwells Ave to the Temporary Viaduct, constructed in Phase 1.

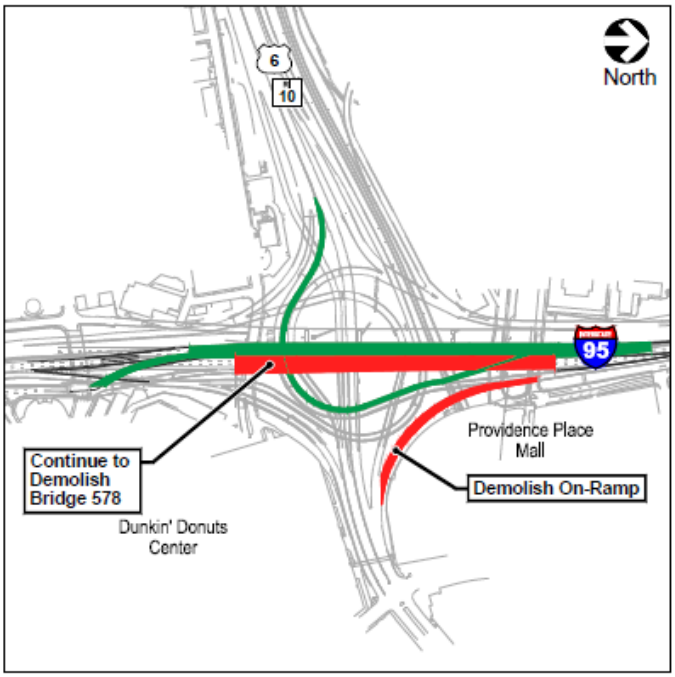
Phase 3: Detour, Close Ramp, Construct a New C-D Road (Summer 2022-Spring 2023)

Phase 3 is the only stage of the project that will interfere with traffic flows. In this phase, the ramp connecting Downtown to I-95N will be closed and demolished. This phase will also include continued demolition of the old Bridge 578 structure.

In later phases, that ramp will be rebuilt on a new alignment over Amtrak and the Woonasquatucket River. The new ramp will split, eventually offering drivers coming from Downtown the choice of merging directly onto I-95N or merging onto a C-D road connecting directly to RI-146 and the State Offices Ramp (Exit 23).

For the time being, traffic that typically uses this on-ramp will be re-routed to nearby on-ramps along Atwells Ave (West) and Charles St (Northeast).

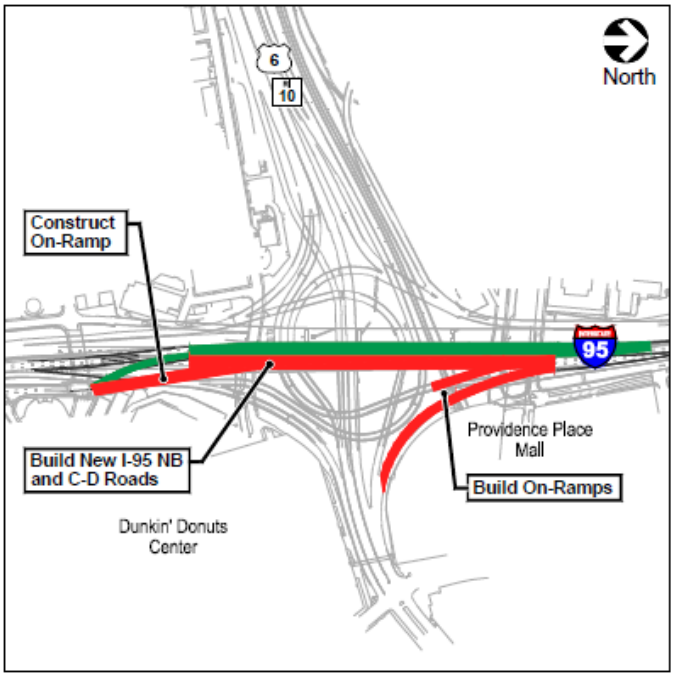
Figure 25 -- Phase 3 Construction



Phase 4: Reconstruct the Exit 23 Off-Ramp (Spring 2023-Summer 2024)

Phase 4 will include the construction of the C-D road bridge—which will connect I-95N, RI-146N, US-6E and Providence city streets—adjacent to the Temporary Viaduct. This phase also includes the construction of a new permanent on-ramp connecting Atwells Ave to the C-D road bridge, as well as the construction of new on-ramps linking Downtown to the New Viaduct and the C-D Road, *and* linking US-6E to both the Viaduct and the C-D Road. When this phase is complete, all of the permanent individual elements of the new Viaduct structure will be in place, but not yet open to traffic.

Figure 26 -- Phase 4 Construction

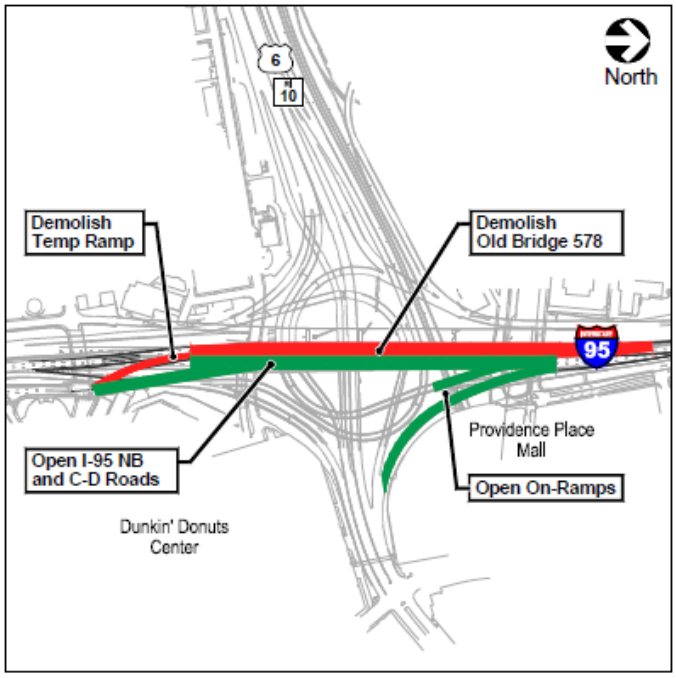


Phase 5: Finish Demo and Shift Traffic onto New Viaduct (Summer 2024-Fall 2025)

Phase 5 is the final stage of the project. With all new ramps and bridges in place, interstate traffic will shift from the Temporary Northbound Viaduct onto the C-D road bridge, which will allow RIDOT to demolish the old Southbound structure and open access to the New Northbound Viaduct.

During this phase, RIDOT will also shift traffic off of the temporary ramp linking Atwells Ave to the Old Viaduct. The temporary ramp will be demolished, and with traffic shifted into its final configuration, the project will be complete. **RIDOT estimates that the project will achieve substantial completion by the end of FFY 2025.**

Figure 27 -- Phase 5 Construction



Distinctions Between This Project and RIDOT's Previous INFRA Request

The Providence Northbound Viaduct Project proposed here differs from RIDOT's prior INFRA proposal in two key ways.

First, following an internal evaluation of the Viaduct's needs, RIDOT has elected **not to pursue a P-3 financing model for the project and instead employ a design-build approach.** This strategy will reduce total project costs from **$340M** to **$250M** while allowing RIDOT to retain the benefit of working closely with outside partners to reconstruct the Viaduct as quickly and cost-effectively as possible.

Second, the project proposed here has narrower limits than the previous application. While the Viaduct project was originally set to include [1] the replacement of the Dean St. ramp onto US Route 6 Westbound and [2] the replacement of the Smith St Bridge over I-95, those two elements are now being addressed as independent projects. **Because those two project components made up the southern and northern limits, respectively, of the Viaduct project area, the core benefits of the project remain intact** while those two items are addressed on their own. RIDOT will be carefully managing the construction of all projects in the area to avoid interference and minimize traffic impacts.

Project Milestones

To date, RIDOT has developed sufficiently detailed conceptual designs to ensure that the project is **(a)** constructible within the constraints of state and federal funds available, **(b)** in conformity with modern highway design safety standards and performance criteria, and **(c)** consistent with local, regional, and national objectives for transportation efficiency and resiliency in the 21st Century. Crucially, all elements of the project are contained in the existing operational right-of-

way, obviating potential risks associated with property acquisitions. As the following section(s) detail, all necessary approvals have either been secured, or are in development already.

Figure 28 -- Project Milestones by Quarter

Project Milestone	FFY 2019	FFY 2020	FFY 2021	FFY 2022	FFY 2023	FFY 2024	FFY 2025
Preconstruction Engineering	♦♦♦♦	♦♦					
Contract Advertisement		♦					
Notice to Proceed		♦					
Construction		♦	♦♦♦♦	♦♦♦♦	♦♦♦♦	♦♦♦♦	♦♦
Project Completion & Closeout							♦

♦ = Federal Fiscal Year (FFY) Quarter

Required Approvals--Environmental

Section 106 and Section 4(f)

By memo dated May 2, 2018, the Federal Highway Administration offered two options to the Rhode Island Department of Transportation to conclude the Section 106 process for this project. The Rhode Island Department of Transportation agreed to Option 1 which had a set number of specifically prescribed items that will lead to an expedited completion of the Section 106 process. The Rhode Island Department of Transportation has completed the document in strict conformance with the prescribed requirements. The document has been circulated for review and comment, the comment period has expired, and the comments have been incorporated into a revised document that is in the process of being circulated for signature. RIDOT anticipates, with assurances from the Rhode Island Federal Highway Division Administrator, that the Section 106 process will be concluded expeditiously (estimated to be on or before March 29, 2019).

Upon ratification of the programmatic agreement, a Programmatic Section 4(f) evaluation—required by the adverse impact to the Providence Covelands—will be completed and submitted to FHWA for approval. The Section 106 process will be resolved before the Environmental Assessment (EA) is submitted to FHWA for evaluation.

NEPA

In cooperation with the FHWA Rhode Island Division, RIDOT is preparing an Environmental Assessment (EA) for the construction of the Providence Viaduct Northbound. This EA will assess the impacts that the construction of the new Viaduct and Collector-Distributor Road will have on the area surrounding the project. The EA will include an evaluation of the potential impacts to the natural environment, the local economy, and cultural resources.

Other Environmental Permits

RIDOT will also secure the following permits as the project is approaching 90 percent design:

- Rhode Island Department of Environmental Management (RIDEM) Application for Stormwater Construction Permit and Water Quality Certification
- Rhode Island Coastal Resources Management Council (CRMC) Type B Assent for work within 50′ of a freshwater wetland, riverbank, and floodplain.
- United States Army Corps of Engineers (USACE) General Permit

- Compliance with RIDOT/USDOJ/USEPA Stormwater Consent Decree

Required Approvals—State/Local

Planning Approvals

Aside from the other environmental permits detailed above, there are no additional planning approvals required for this project.

Right-of-Way

All right-of-way required to complete this project is either [1] owned by the State already, or [2] in use for transportation purposes.

Broad Public Support

This project enjoys broad public support. RIDOT has received written letters of support from all critical stakeholders, including Rhode Island Speaker of the House, Nicholas Mattiello, Rhode Island Senate President Dominic Ruggerio, the American Council of Engineering Companies (ACEC-RI), the Providence Foundation, Quonset Development Corporation, General Teamsters Local 251, I-95 Corridor Coalition, Rhode Island Public Transit Authority, The Providence Place Mall, The Foundry Associates, and the Providence-Warwick Convention and Visitor Bureau.

Required Approvals—Federal Transportation

This project is included in the Statewide Transportation Improvement Program for FFY2018-2027 with mixed funding sources. The project will secure all necessary federal approvals—including a FONSI referenced above—before construction begins.

Assessment of Project Risks and Mitigation Strategies

As noted in preceding sections of this document, the Providence Viaduct Northbound Project is being developed such that all facilities can be constructed within the existing freeway rights-of-way. This element removes any cost or schedule risks associated with the right-of-way acquisition and certification process, components which typically involve a degree of risk to cost and schedule in major construction projects.

The risks associated with this project are limited to the typical schedule uncertainties associated with projects of this magnitude, along with the potential for delays associated with obtaining the necessary regulatory approvals prior to construction. Informed by the completed I-95 Providence Viaduct Southbound project, RIDOT is keenly aware of these risks, and will work to mitigate them by:

1. Leveraging key lessons learned on a project that is nearly identical in several respects, including bridge construction over the Woonasquatucket River and NEC, maintaining traffic flows and protecting drivers on a critical segment of the interstate; and
2. Taking every advance measure possible to minimize and mitigate all project risks.

The preparation of bidding documents for a design-build contract is seen as a low-risk endeavor, with the schedule totally under the control of RIDOT and its consultant.

VII. Large/Small Project Requirements

With an estimated future cost of $250 Million, this project exceeds the minimum threshold for a large project, as specified by Section C of the 2019 INFRA Notice of Funding Opportunity.

National and Regional Economic, Mobility, and Safety Benefits

This project generates significant economic, mobility, and safety benefits. As the attached Benefit Cost Analysis explains in much more detail, this project will generate safety benefits, reduce emissions, improve traffic flows, create jobs, and reduce maintenance costs. In addition, the system reliability improvements detailed below will considerably improve freight efficiency.

Cost Effectiveness

This project is very cost effective, **with a B-C ratio of 4.44**. Using a standard 7 percent discount rate, this project generates more than **$944M in present value benefits**, many of which (including travel time savings) actually increase over time.

Contributions to the Goals of 23 U.S.C. 150

This project supports all seven national goals listed under 23 U.S.C. 150.

Safety

This project will reduce traffic fatalities and serious injuries **by more than 40 percent**.

Infrastructure Condition

This project will considerably improve the condition of RI's highway system, restoring a critical segment of I-95 to a state of good repair.

Congestion Reduction

This project will reduce congestion on I-95N through Providence, increasing average daily speeds from 28 MPH to 48 MPH.

System Reliability

The planned infrastructure improvements of the I-95 Viaduct project will help RIDOT achieve future system performance targets for the National Highway Freight Program and the National Highway Performance Program. The national Interstate Level of Travel Time Reliability (LOTTR) measure is expected to improve as compared to current levels. The LOTTR for this portion of Interstate I-95 northbound that is consistently reliable averaged only **24.8 percent** during 2018. This unacceptable level of reliability occurred in every month during 2018. The statewide LOTTR measure for interstate travel time reliability was 78.6 percent during the same time period.

Figure 29 -- LOTTR Statistics

2018 Level of Travel Time Reliability		2018 Freight Reliability Index*	
I-95 Viaduct NB Segment	RI Statewide Interstate System	I-95 Viaduct NB Segment	RI Statewide Interstate System
24.80%	78.60%	2.13	1.79

**<1.50 is considered to be reliable for truck travel time.*

Freight Movement and Economic Vitality

The national Freight Reliability measure is also expected to show improvement as a result of the planned improvements. The 2018 annual percentage of 'reliable' freight travel time for this segment of I-95 northbound was **2.13** which exceeded the 2018 statewide measure which was 1.79 and is considerably above the national performance standard of 1.50 or less.

Environmental Sustainability

The traffic flow improvements generated by this project will lead to significant emissions reductions, improving air quality throughout the Providence region.

Reduced Project Delivery Delays

The award of the requested INFRA Grant support for this project will enable this project's acceleration and completion by 2025.

Preliminary Engineering

RIDOT has been working with a consult to develop a preliminary design for this project since 2016. In addition, RIDOT is working closely with FHWA-RI to perform studies supporting the requirements of the National Environmental Policy Act (NEPA).

Non-Federal Financial Commitments

This project is supported by $50M in non-federal (state) funding. In addition, as referenced in Section V, the completion of this project will enable the construction of RhodeWorks Toll Gantry 5 at a later date, which will generate more than $2M in annual state revenue for RIDOT. This revenue will directly support the regular maintenance of the newly constructed Viaduct.

Contingency Amounts

As shown in Section IV, the budgetary calculations for this project include an explicitly stated contingency fund totaling **$27.80M,** also reflected in the SF-424C for this application.

Completion Without Federal Funding

Without INFRA support, RIDOT cannot guarantee that the project can be completed as described here. Because the Viaduct is such a critical piece of infrastructure that cannot be allowed to fail completely, RIDOT will eventually be forced to repair the Viaduct at the lowest possible cost, effectively replacing it in-kind. The new asset would therefore retain the same safety issues and design flaws as the existing one, at an estimated cost of $189M. That project would simply be a waste of money. **The only way to guarantee that the problems with this critical asset are fixed is to secure the requested INFRA support.**

Expected Construction Date

With INFRA support, RIDOT fully expects to begin construction within 18 months of funding obligation. As the project schedule in Section VI indicates, RIDOT expects to begin construction in September 2020, and complete the project by November 2025.

- END -