

CONTRACT DOCUMENTS
FOR
TOWN OF JAMESTOWN
PHASE 1 - JAMESTOWN SCHOOL GROUNDS
AND
SAFE ROUTES TO SCHOOL IMPROVEMENTS PROJECT
TOWN OF JAMESTOWN
COUNTY OF NEWPORT
RHODE ISLAND



R.I. Contract No. 2022-CS-066
R.I. F.A.P. No. STP-SRTS (014)

Prepared for: Town of Jamestown
93 Narragansett Avenue
Jamestown, RI 02835

Prepared by: Crossman Engineering
Engineers & Surveyors
151 Centerville Road
Warwick, RI 02886

June 3, 2025

**CONTRACT DOCUMENTS
FOR
TOWN OF JAMESTOWN**

**PHASE 1 - JAMESTOWN SCHOOL GROUNDS
AND
SAFE ROUTES TO SCHOOL IMPROVEMENTS PROJECT
JAMESTOWN, RHODE ISLAND**

TABLE OF CONTENTS

<u>DOCUMENT</u>	<u>NO. of PAGES</u>
------------------------	----------------------------

CONTRACT FORMS

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS

00020 Advertisement for Bids	2
00100 Information for Bidders	7
00300 Bid Form	6
00310 Bid Bond	2
00380 Proposed Subcontractors.....	1
00500 Agreement.....	5
00600 Payment Bond.....	2
00610 Performance Bond	2
00620 Federal Wage Rates	15
00630 Required Contract Provisions for Federal Aid Projects.....	62
00700 General Conditions	27
00800 Supplemental Conditions.....	21
00820 State Regulations	1
00830 Change Orders	7
00900 Addenda	1

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01000 General Requirements	6
01010 Mobilization and Demobilization	1
01025 Measurement and Payment.....	22
01030 Special Requirements.....	4
01050 Field Control and Survey.....	2
01067 Permits	68

01110 Health and Safety Plan	2
01300 Submittals	3
01710 Cleaning Up	2

DIVISION 2 – SITE WORK

02000 Supplemental Standards and Specifications	1
02452 Traffic Protection	11

DISTRIBUTION OF QUANTITIES

Distribution of Quantities	18
----------------------------------	----

ATTACHMENTS

Site Plans for Phase 1-Jamestown School Grounds Safe Routes to School Improvements, Prepared by Crossman Engineering, Dated: May 30, 2023.....	21
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END OF TABLE OF CONTENTS

CONTRACT FORMS

DIVISION 0
BIDDING AND CONTRACT REQUIREMENTS

SECTION 00020**ADVERTISEMENT FOR BIDS**

Contract Name: Phase 1 - Jamestown School Grounds and Safe Route to Schools Improvement Project

Rhode Island Contract Number: 2022-CS-066

Rhode Island Federal-Aid/State-Aid Project Number: STP-SRTS(014)

Sealed bids for construction of the **Town of Jamestown, Phase 1 - Jamestown School Grounds and Safe Route to Schools Improvement Project** for the Town of Jamestown, Rhode Island, will be received at the Jamestown Town Hall, 93 Narragansett Avenue, Jamestown, RI 02835 until **10:00 a.m.** prevailing time, on **July 11, 2025**. Said bids will be publicly opened and read aloud in the Council Chambers of the Town Hall at **10:05 a.m.** prevailing time, on **July 11, 2025**.

The work to be performed under this contract shall include the installation of bituminous pavement and concrete sidewalks, removal and replacement of bituminous pavement, curbing, wheelchair ramps, signage, pavement markings, and landscaping at various locations within the Jamestown School Grounds complex, Lawn Avenue, Melrose Avenue, Watson Avenue, Valley Street and North Road. The entire project area is within an archeologically sensitive area and all excavations must be observed/witnessed by an archeologist to be provided by the Rhode Island Department of Transportation.

Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the "Town of Jamestown", is required in a dollar amount of **five percent (5%)** of the total bid, in accordance with the conditions in Section 00100, INFORMATION FOR BIDDERS.

Plans and Bid Documents are available on the Bidnet Direct website (www.bidnetdirect.com/rhode-island/jamestownri) starting on **June 10, 2025**. It will be the Bidders responsibility to check the website for any addendum posted.

There will be a **MANDATORY PRE-BID** conference on **June 17, 2025 at 10:00 AM** at the Jamestown Town Hall, Town Council Chambers, 93 Narragansett Avenue, Jamestown, RI 02835. Any request for interpretation of plans and specifications may be submitted in writing at that time. Bidders will have an opportunity to view the site of the work following the Pre-bid Conference. Town of Jamestown will provide interpreter services for the Pre-Bid Conference if requested by a prospective bidder. Requests for an interpreter shall be submitted to the Town of Jamestown via the Bidnet Direct website (www.bidnetdirect.com/rhode-island/jamestownri) by June 12, 2025 at 10:00 AM.

The selected contractor shall furnish a performance bond and a payment bond including Labor and Materials, in amount at least equal to one hundred percent (100%) of the

contract price as stipulated in Section 00700, GENERAL CONDITIONS of these specifications.

All bids for this project are subject to applicable federal and state laws. Bidders shall be required to comply with "Equal Opportunity Clause" and "Nondiscrimination in Employment", as well as Federal Executive Order No. 11246 and RI Executive Order No. 85-11, including any amendments and supplements relating thereto. The goal for this project is a minimum **TEN (10%)** percent participation by state-certified Disadvantaged Business Enterprises (DBEs). The bid and contract must meet Title VI of the Civil Rights Act of 1964 and the Required Contract Provisions for Federal-Aid Construction Contracts, as included in the contract documents to be downloaded by prospective bidders.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates (prevailing wages) to be paid under the contract as determined by the Department of Labor and Industries under the provisions of Title 37 of the Rhode Island General Laws, Chapters 12 and 13, as amended.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **ninety (90) working days**, Saturdays, Sundays and legal holidays excluded after the opening of bids.

In addition to those items specified in the "Information For Bidders" documents, the Town will take into consideration the following factors: (1) demonstrated experience in the type of work required; (2) record of bidder in accomplishing work on other, similar projects in required time frame; (3) quality of work previously performed by the bidder for the Town of Jamestown, if any; (4) recent experience showing accuracy of cost estimates.

The Town of Jamestown reserves the right to reject any and all bids, to waive any technical or legal deficiencies, to accept individual bid items and excluding others, and to accept any a bid that it may deem to be in the best interest and most responsive of the Owner.

All questions shall be submitted in writing via Bidnet Direct website (www.bidnetdirect.com/rhode-island/jamestownri) by **June 20, 2025** at 2:00 PM. Upon receipt of any written questions, an addendum will be issued to all bidders on June 24, 2025.

TOWN OF JAMESTOWN

END OF SECTION 00020

SECTION 00100

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids
2. Location and Work to be Done
3. *-Deleted-*
4. Preparation of Bid
5. Telegraphic Modification
6. Obligation of Bidder
7. Information not Guaranteed
8. Bid Security
9. Time for Completion
10. Addenda and Interpretations
11. Bid Opening Procedure
12. Comparison of Bids
13. Statutes Regulating Competitive Bidding
14. Right to Reject Bid
15. Award of Bid
16. Conditions of Work
17. Security for Faithful Performance
18. Power of Attorney
19. Laws and Regulations
20. Liquidated Damages for Failure to Enter into Contract
21. Items and Indeterminate Items
22. CONTRACTOR Records

1. **Receipt and Opening of Bids**

The Town of Jamestown, Rhode Island, herein called the OWNER, will receive sealed Bids for the construction of the Jamestown School Grounds and Safe Routes to School Improvements Project.

Such bids addressed to the Town of Jamestown and endorsed **Bid for Phase 1 - Jamestown School Grounds and Safe Routes to School Improvements Project**, will be received at the Jamestown Town Hall, 93 Narragansett Avenue, Jamestown, RI 02835 until **10:00 a.m.** prevailing time, on **July 11, 2025**. Said bids will be publicly opened and read aloud in the Council Chambers of the Town Hall at **10:05 a.m.** prevailing time, on **July 11, 2025**.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. **Location and Work to be Done**

The location, general characteristics, and principal details of the Work are indicated on a set of drawings included in this document.

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER, and shall then become a part of the Contract Documents.

The CONTRACTOR shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other items necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. **~~-DELETED-~~**

4. Preparation of Bid

Each bid must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

5. Telegraphic Modification

Any bidder may modify his bid by facsimile transmission at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the OWNER prior to the closing time, and, provided further, the OWNER is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time.

The telegraphic communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic communication.

6. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

7. Information not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the OWNER does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or CONTRACTOR shall use or be entitled to use any of the information made available to him or obtained in any examination made by

him in any manner as a basis of or ground for any claim or demand against the OWNER or the ENGINEER, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

8. Bid Security

Each bid must be accompanied by a certified check, a bid bond, cash, a treasurer's or cashier's check, payable to the OWNER, in the amount stated in Section 00020, ADVERTISEMENT FOR BIDS. Such deposits will be returned to all except the three (3) lowest responsible and eligible bidders within five (5) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the OWNER and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within thirty (30) days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, or upon demand of the bidder at any time thereafter.

9. Time for Completion

The bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to fully complete the project within the time limit stated in Section 00300, BID FORM.

10. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the OWNER or the ENGINEER.

Every request for such interpretation should be in writing (typed, not handwritten) or sent via EMAIL to the Director of Public Works at mgray@jamestownri.net, and to be given consideration it must be received by 10:00 a.m. on **June 12, 2025**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be mailed by certified mail with return receipt requested to all prospective bidders who have not already received them at the respective address furnished by them for such purposes. Bidders picking up sets of bid documents will be given all addenda issued to date and will be required to sign for all documents, acknowledging receipt. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the Contract Documents.

11. Bid Opening Procedure

The following list of requirements shall be met by each filed bid:

- All Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.
- Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.
- Bid signatures will be checked.
- All bidders shall include with their bids written acknowledgment of receipt of all addenda.
- The total dollar amount of each bid will be read aloud for all bids.

12. Comparison of Bids

Bids will be compared on the basis of the quantities and unit and lump sum prices stated in the bid forms.

In the event that there is a discrepancy in Section 00300, BID FORM between the total prices written in words and figures, the prices written in words will govern.

The OWNER agrees to examine and consider each BID FORM submitted in consideration of the bidder's agreements, as hereinabove set forth and as set forth in Section 00300, BID FORM.

13. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of all applicable Rhode Island General Laws need not be accepted, and the OWNER may reject every such bid.

14. Right to Reject Bid

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the OWNER deem it to be in the public interest to do so.

The OWNER may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the OWNER may waive such omissions, conditions or irregularities.

15. Award of Bid

After the Proposals are opened and read, they will be compared on the basis of the quantities and unit and lump sum prices stated in the bid forms and the evaluation criteria. The results of such comparisons will be made available to the public. Award will be made to the Lowest Responsible Bidder. The Town reserves the right to reject all Proposals and re-advertise for new Proposals.

The Town may make investigations as it deems necessary to determine the ability of the Lowest Responsible Bidder to perform the work, and the Lowest Responsible Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject all bids and re-advertise for new bids if the evidence submitted by, or investigation of, such Lowest Responsible Bidder fails to satisfy the Town.

The Town's decision or judgment on these matters will be final, conclusive, and binding.

16. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the CONTRACTOR, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

17. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor and materials under this Contract as specified in Section 00700, GENERAL CONDITIONS included herein. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the State of Rhode Island and satisfactory to the OWNER. The bonds shall remain in force for one (1) year after final acceptance of the work by the OWNER, unless the OWNER, in writing, releases the CONTRACTOR from the obligation sooner.

18. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

19. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to

be included in the Contract the same as though herein written out in full. Attention is directed to Section 00820 and to other applicable sections of this specification.

20. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within five (5) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his/her bid, provided that the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

21. Items and Indeterminate Items

The work to be done under this Contract has been divided into parts or items to enable each bidder to bid on different portions of the work in accordance with his estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though each bidder may have judged that such quantity may be greater or less than the estimated quantity stated in Section 00300, BID FORM.

22. CONTRACTOR Records

The CONTRACTOR shall comply with the provisions of all applicable State and Federal laws concerning CONTRACTOR records.

END OF SECTION 00100

SECTION 00300**BID FORM**

Proposal of _____(hereinafter called "Bidder")*

(_____) a corporation, organized and existing under the laws of the
State of _____

(_____) a joint venture

(_____) a partnership

(_____) an individual doing businesses as _____

To the Town of Jamestown (hereinafter called the Owner).

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the **Town of Jamestown, Phase 1 - Jamestown School Grounds and Safe Route to Schools Improvement Project**, having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the Contract Documents, as prepared by Crossman Engineering within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" from the Owner and to substantially complete the project by the schedule as shown in Section 00500. The Bidder further agrees to pay as liquidated damages the sum of **\$500.00** for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the "Liquidated Damages" paragraph of Section 00700, GENERAL CONDITIONS.

*Insert corporation, partnership, joint venture, or individual as applicable.

Bidder acknowledges receipt of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

PROPOSAL ITEMS

- A. CONTRACTOR agrees to perform all the WORK, including provision of all labor, materials, equipment and incidental items necessary for the satisfactory completion of the WORK in full compliance with the contents and intent of the PLANS and CONTRACT DOCUMENTS, for the following prices listed below.
- B. All prices, except unit prices, shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the words shall govern. In the event of a discrepancy between the subtotal of the items and the total stated, the total of the items shall govern.
- C. All prices shall be typewritten or written legibly by hand in ink.
- D. CONTRACTOR certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used herein the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- E. CONTRACTOR certifies under the penalties of perjury that the aid undersigned is not presently debarred from doing public construction work in the State of Rhode Island, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.
- F. CONTRACTOR certifies that he/she has received and reviewed the plans and CONTRACT DOCUMENTS dated **May 20, 2025** and Titled: Town of Jamestown, Jamestown School Grounds and Safe Routes to School Improvements Project.
- G. CONTRACTOR hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the WORK, and that he/she will comply fully with all laws and regulations applicable to awards made in the State of Rhode Island.
- H. This proposal must bear the written signature of the CONTRACTOR or an authorized agent of the CONTRACTOR. If the CONTRACTOR is a corporation or a partnership, the proposal must be signed by a duly authorized officer of such corporation or by a partner, and the title of such officer must be stated.
- I. **EXPERIENCE:** CONTRACTOR shall submit with the bid proposal the following: Qualifications of full time, on-site construction supervisor. The successful Bidder shall have an on-site construction supervisor with at least ten (10) years experience in the construction and installation of roadways. The use of a specific construction supervisor will be only upon approval of the Town of Jamestown DPW. The qualifications of the proposed construction supervisor shall be submitted to the Owner. It should be noted that failure to provide the stated agreed upon construction supervision throughout all aspects of the project may be grounds for bid rejection, not accepting work or contract termination. The substitution of construction supervision, without written approval of the Town of Jamestown DPW, may be grounds for termination. Refer to Section 00700, Article 11: Superintendence by the Contractor for additional information.

BID SCHEDULE
TOWN OF JAMESTOWN
PHASE 1 - JAMESTOWN SCHOOL GROUNDS AND
SAFE ROUTES TO SCHOOL IMPROVEMENTS PROJECT
JAMESTOWN, RHODE ISLAND

<u>ADD/DEDUCT ITEMS</u>					
Item No.	Work or Material	Estimated Quantity	Unit	Unit Price	Total Price
1	Cutting and Disposing Isolated Trees (4" to 24")	3	EA		
2	Complete Removal and Disposal of Isolated Stumps (4" to 24")	3	EA		
3	Clearing and Grubbing	347	SY		
4	Remove and Dispose Concrete Curb	460	LF		
5	Remove and Dispose Sidewalks	101	SY		
6	Remove and Dispose Flexible Pavement	848	SY		
7	Remove and Dispose Fence	35	LF		
8	Remove and Dispose Bituminous Curb	72	LF		
9	Remove and Dispose Pavement Markings	1,101	LF		
10	Remove and Dispose Sign	9	EA		
11	Remove and Relocate Sign	3	EA		
12	Remove and Reset Flag Pole	1	EA		
13	<i>Item Deleted</i>				
14	Earth Excavation	802	CY		
15	Common Borrow	305	CY		
16	Trimming and Fine Grading	5,145	SY		
17	Compost Filled Filter Sock	1,727	LF		
18	Silt Sack	12	EA		
19	Silt Fence, R.I. STD. 9.2.0	88	LF		
20	Gravel Borrow Subbase Course	195	CY		
21	Class 12.5 HMA (2")	24	TON		
21B	<i>Item Deleted</i>				
22	Class 9.5 HMA (2")	39	TON		
23	Class 4.75 HMA for Paved Walkway (3")	225	TON		

Item No.	Work or Material	Estimated Quantity	Unit	Unit Price	Total Price
24	Asphalt Emulsion Tack Coat	185	SY		
25	Class A Portland Cement Concrete	28	CY		
26	<i>Item Deleted</i>				
27	<i>Item Deleted</i>				
28	<i>Item Deleted</i>				
29	Frame and Grate, R.I. STD. 6.3.0	1	EA		
30	Catch Basin with Gutter Inlet, R.I. STD. 3.4.1 - Modified	1	EA		
31	Adjust Sanitary Sewer Manhole Frame and Cover to Grade	1	EA		
32	Adjust Water Gate Box to Grade	3	EA		
33	Adjust Drainage Manhole to Grade	1	EA		
34	Adjust Frame and Cover to Grade	1	EA		
35	Cleaning Catch Basins, All Types and Sizes	12	EA		
36	Chain Link Fence, 3' High, R.I. STD. 31.1.0	30	LF		
37	Chain Link Fence Gate, 3' High, R.I. STD. 31.1.0	1	EA		
38	Removable Bollard	3	EA		
39	Bicycle Rack	1	EA		
40	Portland Cement Sidewalk Monolithic, R.I. STD. 43.1.0	70	CY		
41	Precast Cement Concrete Curb Straight, R.I. STD. 7.1.0	665	LF		
42	Precast Cement Concrete Curb Circular, R.I. STD. 7.1.0	182	LF		
43	6' Precast Concrete Transition Curb, R.I. STD. 7.1.2	3	EA		
44	Precast Concrete Wheelchair Ramp Curb, R.I. STDS. 7.1.3, 43.3.0 and 43.3.1	37	EA		
45	Precast Concrete Ramp Stone 18 Inch Straight, R.I. STD. 7.1.9	3	EA		
46	Precast Concrete Ramp Stone 18 Inch Circular, R.I. STD. 7.1.9	8	EA		
47	3' Precast Concrete Transition Curb, R.I. STD. 7.1.1	2	EA		
48	Test Pits	5	EA		
49	Bituminous Berm, R.I. STD. 7.5.1	52	LF		

Item No.	Work or Material	Estimated Quantity	Unit	Unit Price	Total Price
50	Cleaning and Sweeping Pavement	2	HSY		
51	Full Depth Sawcut of Bituminous Pavement	1,187	LF		
52	Full Depth Sawcut of Bituminous Sidewalk/Driveway	76	LF		
53	Full Depth Sawcut of Portland Cement Concrete Sidewalk/Driveway	35	LF		
54	Water for Dust Control	5.3	MGAL		
55	Detectable Warning Panel, R.I. STD. 48.1.0	146	SF		
56	Loam Borrow 4 Inches Deep	3,279	SY		
57	Residential Seeding	3,279	SY		
58	Jute Mesh	36	SY		
59	Directional, Regulatory and Warning Signs	299.2	SF		
60	Prune Trees or Shrubs	4	MHRS		
61	Drip-Line Tree Protection Device, R.I. STD. 51.1.1	109	LF		
62	4 Inch Epoxy Resin Pavement Markings – White	853	LF		
63	12 Inch Epoxy Resin Pavement Markings – White	1,379	LF		
64	Epoxy Resin Pavement Arrow – Straight, Left, Right or Combined, R.I. STD 20.1.0	2	EA		
65	Handicap Pavement Marking	6	EA		
66	Flag Persons	320	MHRS		
67	Flag Persons – Overtime	32	MHRS		
68	Field Control and Survey	1	LS		
69	Traffic Protection	1	LS		
70	Mobilization/Demobilization	1	LS		
71	Police Detail Allowance	120	MHRS	\$62.20	\$7,464.00
ADD/DEDUCT TOTAL PRICE = <div style="float: right;">\$ *</div>					
WRITTEN IN WORDS:					

*** Contractor selection shall be based on the Total of any combination of the Bid Prices or the Total Bid Price per the discretion of the Town of Jamestown. Only one contractor will be selected for the project.**

RESPECTIVELY SUBMITTED:

BY _____ DATE _____
(Signature and Title of Person Authorized to Sign Proposal)

(Name of Contractor)

(Business Street Address)

(Business City and State)

(Business Phone)

SEAL (If proposal is by a corporation)

ATTEST _____

END OF SECTION 00300

SECTION 00310**BID BOND**

KNOWN BY ALL MEN BY THESE PRESENTS: that we the under signed, _____, as Principal, and _____, as Surety, are held hereby held firmly bound unto the Town of Jamestown, in the penal sum of _____ Dollars, (\$ _____) for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Jamestown, certain bid attached hereto and hereby made of Contract for Jamestown School Grounds and Safe Routes to School Improvements Project.

NOW THEREFORE,

- (a) If said Bid shall be rejected or;
- (b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the form of a contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his/her faithful performance of said contract and for payment of all persons performing labor and furnishing materials in connection therewith and shall in all respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability and surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its Bond shall in no way be impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Principal	Notary and Seal
-----------	-----------------------

By: _____

Surety	Notary and Seal
--------	-----------------------

By: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

SECTION 00380**PROPOSED SUBCONTRACTORS**

THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBCONTRACTORS THAT HE/SHE PROPOSES TO USE:

(If none, write “None”)

1. Proposed Subcontractor: _____

Address: _____

Description of Work: _____

2. Proposed Subcontractor: _____

Address: _____

Description of Work: _____

3. Proposed Subcontractor: _____

Address: _____

Description of Work: _____

(Attach Sheet of additional Subcontractors)

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest with respect to this Contract.

BIDDER: _____

BY: _____

(Signature and Title)

SECTION 00500**AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20__, by and between the Town of Jamestown, Rhode Island, acting herein through its Department of Public Works, hereinafter called "OWNER" and _____ doing business as (an individual), or (a partnership), or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of **Phase 1 - Jamestown School Grounds and Safe Routes to School Improvements Project**.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents per the date of the NOTICE TO PROCEED and shall complete by the total number of weeks shown in Paragraph 4 and based on the bid items selected by the Department of Public Works unless the period for completion is extended otherwise by the Specifications. Work performed beyond this contract time period will be subject to liquidated damages. The Contractor agrees to pay as liquidated damages the sum of **\$500.00** for each consecutive calendar day thereafter as provided in Article 51 of the General Conditions
4. Substantial completion of the work consisting of cutting and disposing trees and stumps, clearing and grubbing, removal and disposal of concrete and bituminous curb, removal and disposal of sidewalks, removal and disposal of flexible pavement, removal and disposal of fence, removal and disposal of pavement markings, removal and resetting flag pole, installation of concrete retaining wall, earth excavation, installation of common borrow, installation of gravel borrow subbase course, trimming and fine grading, installation and removal of erosion controls, dewatering, installation of Class 12.5 HMA, installation of Class 9.5 HMA, installation of Class 4.75 HMA for paved walkway, installation of asphalt emulsion tack coat, installation of Class A portland cement concrete, installation of catch basin with gutter inlet, installation of frame and grate, adjusting frame and covers and water gates, removal and disposal of fire hydrant, installation of fire hydrant, gate valve, lateral pipe and fittings, insulation of water service line, installation of curb, installation of chain link fence and gate, installation of removable bollards, installation of bicycle rack, installation of cement sidewalk, installation of wheel chair ramps, installation of bituminous berm, sawcutting concrete and bituminous pavement, cleaning and sweeping pavement, installation of pavement markings, removal and disposal of

signs, installation of signage, excavation of test pits, pruning trees and shrubs, appurtenances, and installation of loam and seeding shall be completed by:

a. November 30, 2025

5. The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the amount of \$_____ as shown in the Bid Form.
6. The term "CONTRACT DOCUMENTS" means and includes the following:

NOTICE OF AWARD

BID FORM

BID BOND/PAYMENT BOND/PERFORMANCE BOND

PROPOSED SUBCONTRACTORS

AGREEMENT

CERTIFICATE OF OWNER'S AUTHORITY

NOTICE OF AWARD

NOTICE TO PROCEED

GENERAL CONDITIONS

SUPPLEMENTAL CONDITIONS

ADDENDA

TECHNICAL SPECIFICATIONS AND PLANS

ADDENDA:

No._____, dated _____, 20__

No._____, dated _____, 20__

7. The Owner will pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
8. Retention from progress payments will be in accordance with the requirements stipulated in the General Conditions.
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (in _____) each which shall be deemed an original on the date first above written.

OWNER: _____

BY: _____

NAME: _____

TITLE: _____

(SEAL)

ATTEST: _____

NAME: _____

TITLE: _____

CONTRACTOR: _____

BY: _____

NAME: _____

TITLE: _____

(SEAL)

ATTEST: _____

NAME: _____

**TOWN OF JAMESTOWN
DEPARTMENT OF PUBLIC WORKS**

NOTICE OF AWARD

TO: _____

DATE:

PROJECT: **PHASE 1 - JAMESTOWN SCHOOL GROUNDS AND SAFE ROUTES TO SCHOOL
IMPROVEMENT PROJECT**

The OWNER has considered the BID submitted by you for the above-referenced WORK in response to its Request for Bids and information for Bidders. Bids were opened on _____.

You are hereby notified that your BID has been accepted for items per the specifications advertised and in the amount shown in the Bid Schedule.

You are hereby notified to provide the **PHASE 1 - JAMESTOWN SCHOOL GROUNDS AND SAFE ROUTES TO SCHOOL IMPROVEMENT PROJECT** specified on the bid upon your receipt of the *Notice to Proceed*. Mobilization is not to begin before _____ unless given permission by the Director of Public Works or his agent.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

TOWN OF JAMESTOWN, RHODE ISLAND
OWNER

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the NOTICE TO AWARD is hereby acknowledged this _____ day of _____, 20__.

BY: _____

TITLE: _____

COMPANY: _____

*TOWN OF JAMESTOWN
93 NARRAGANSETT AVENUE
JAMESTOWN, RI, 02835*

**TOWN OF JAMESTOWN
DEPARTMENT OF PUBLIC WORKS**

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: **PHASE 1 - JAMESTOWN SCHOOL GROUNDS AND SAFE ROUTES TO SCHOOL
IMPROVEMENT PROJECT**

You are hereby notified to provide the **PHASE 1 - JAMESTOWN SCHOOL GROUNDS AND SAFE ROUTES TO
SCHOOL IMPROVEMENT PROJECT** in accordance with the agreement dated _____ upon receipt of
this notice. Mobilization is not to begin before _____ unless given permission by Director
of Public Works or his agent.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

TOWN OF JAMESTOWN, RHODE ISLAND
OWNER

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 20__.

BY: _____

TITLE: _____

COMPANY: _____

TOWN OF JAMESTOWN
93 NARRAGANSETT AVENUE
JAMESTOWN, RI, 02835

SECTION 00600**PAYMENT BOND**

KNOWN BY ALL MEN BY THESE PRESENTS: that

hereinafter called Principal, and

hereinafter called "Surety", and licensed to do business under the laws of the Town of Jamestown, hereinafter called "Owner" in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents of the state of Rhode Island are held and firmly bound to the Town of Jamestown, Rhode Island.

The CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for construction described as follows:

**PHASE 1 - JAMESTOWN SCHOOL GROUNDS AND
SAFE ROUTES TO SCHOOL IMPROVEMENTS PROJECT**

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such work whether by SUBCONTRACTOR OR OTHERWISE, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

BY _____
(SEAL)

ATTEST:

BY _____
(SEAL)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

SECTION 00610**PERFORMANCE BOND**

KNOWN BY ALL MEN BY THESE PRESENTS: that we _____,
(Name of Contractor)

a _____ hereinafter called "Principal"
(Corporation, Partnership, Joint Venture or Individual)

and _____ of _____ State of _____
(Surety) (City) (State)

hereinafter call "Surety" and licensed to do business under the laws of the State of Rhode Island are held and firmly bound to and acting herein to The Town of Jamestown, Rhode Island, hereinafter called "Owner", in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for construction described as follows:

**PHASE 1 - JAMESTOWN SCHOOL GROUNDS AND
SAFE ROUTES TO SCHOOL IMPROVEMENTS PROJECT**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

BY: _____
(SEAL)

ATTEST:

BY: _____
(SEAL)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

SECTION 00620
FEDERAL WAGE RATES

"General Decision Number: RI20250001 03/14/2025

Superseded General Decision Number: RI20240001

State: Rhode Island

Construction Types: Building, Heavy (Heavy and Marine) and Highway

Counties: Rhode Island Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) HEAVY, HIGHWAY AND MARINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025
2	03/14/2025

ASBE0006-006 09/01/2024

Rates	Fringes
-------	---------

HAZARDOUS MATERIAL HANDLER
(Includes preparation,
wetting, stripping, removal
scrapping, vacuuming, bagging
& disposing of all insulation
materials, whether they
contain asbestos or not, from
mechanical systems).....\$ 49.91 36.63

ASBE0006-008 09/01/2024

Rates	Fringes
-------	---------

Asbestos Worker/Insulator
Includes application of
all insulating materials,
protective coverings,
coatings & finishes to all
types of mechanical systems.\$ 49.91 36.63

* BOIL0029-001 01/01/2025

Rates	Fringes
-------	---------

BOILERMAKER.....\$ 50.62 28.82

BRRI0003-001 06/01/2022

Rates	Fringes
-------	---------

Bricklayer, Stonemason,
Pointer, Caulker & Cleaner.....\$ 46.86 29.14

BRRI0003-002 09/01/2022

Rates	Fringes
-------	---------

Marble Setter, Terrazzo
Worker & Tile Setter.....\$ 46.54 30.34

BRRI0003-003 09/01/2022

Rates	Fringes
-------	---------

Marble, Tile & Terrazzo
Finisher.....\$ 38.78 29.61

CARP0330-001 06/03/2024

Rates	Fringes
-------	---------

CARPENTER (Includes Soft
Floor Layer).....\$ 45.13 30.25
Diver Tender.....\$ 44.88 30.25
DIVER.....\$ 57.03 30.25

Piledriver.....	\$ 41.53	29.35
WELDER.....	\$ 44.88	30.25

FOOTNOTES:

When not diving or tending the diver, the diver and diver tender shall receive the piledriver rate. Diver tenders shall receive \$1.00 per hour above the pile driver rate when tending the diver.

Work on free-standing stacks, concrete silos & public utility electrical power houses, which are over 35 ft. in height when constructed: \$.50 per hour additional.

Work on exterior concrete shear wall gang forms, 45 ft. or more above ground elevation or on setback: \$.50 per hour additional.

The designated piledriver, known as the ""monkey"": \$1.00 per hour additional.

* CARP1121-002 01/06/2025

	Rates	Fringes
MILLWRIGHT.....	\$ 45.72	31.50

ELEC0099-002 06/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 52.11	47.25%
Teledata System Installer.....	\$ 39.09	11.02%+15.31

FOOTNOTES:

Work of a hazardous nature, or where the work height is 30 ft. or more from the floor, except when working OSHA-approved lifts: 20% per hour additional.

Work in tunnels below ground level in combined sewer outfall: 20% per hour additional.

* ELEV0039-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 64.52	38.435+a+b

FOOTNOTES:

a. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

b. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0057-001 12/01/2024

Rates	Fringes
-------	---------

Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work)

GROUP 1.....	\$ 49.05	29.70
GROUP 2.....	\$ 47.05	29.70
GROUP 3.....	\$ 42.67	29.70
GROUP 4.....	\$ 39.82	29.70
GROUP 5.....	\$ 46.10	29.70
GROUP 6.....	\$ 36.90	29.70
GROUP 7.....	\$ 30.90	29.70
GROUP 8.....	\$ 42.75	29.70
GROUP 9.....	\$ 46.67	29.70

a. BOOM LENGTHS, INCLUDING JIBS:

150 feet and over + \$ 2.00
 180 feet and over + \$ 3.00
 210 feet and over + \$ 4.00
 240 feet and over + \$ 5.00
 270 feet and over + \$ 7.00
 300 feet and over + \$ 8.00
 350 feet and over + \$ 9.00
 400 feet and over + \$10.00

a. PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTES:

Hazmat work: \$2.00 per hour additional.
 Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

GROUP 2: Digging machine, Ross Carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, graders, front end loader (3 yds. and over), vibratory hammer & vacuum truck, roadheaders, forklifts, econobile type equipment, tunnel boring machines, concrete pump and on site concrete plants.

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

GROUP 5: Bulldozer, bobcats, skid steer loader, tractor, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile-powered sweeper (3-yd. capacity), 8-ft. sweeper minimum 65 HP).

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 9: Boat & tug operator.

ENGI0057-003 12/01/2024

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 48.32	28.45
GROUP 2.....	\$ 46.32	28.45
GROUP 3.....	\$ 46.10	28.45
GROUP 4.....	\$ 42.10	28.45
GROUP 5.....	\$ 39.25	28.45
GROUP 6.....	\$ 45.40	28.45
GROUP 7.....	\$ 44.97	28.45
GROUP 8.....	\$ 42.29	28.45

a. BOOM LENGTHS, INCLUDING JIBS:

150 ft. and over: + \$ 2.00
 180 ft. and over: + \$ 3.00
 210 ft. and over: + \$ 4.00
 240 ft. and over: + \$ 5.00
 270 ft. and over: + \$ 7.00
 300 ft. and over: + \$ 8.00
 350 ft. and over: + \$ 9.00
 400 ft. and over: + \$10.00

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTE: Hazmat work: \$2.00 per hour additional.
 Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks.

GROUP 2: Digging machine, Ross carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 3: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

GROUP 6: Bulldozer, skid steer loaders, bobcats, tractor, grader, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile powered sweeper (3 yds. capacity), 8-ft. sweeper (minimum 65 hp)

GROUP 7: Well point installation crew

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

 ENGI0057-005 11/01/2024

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)		
GROUP 1.....	\$ 44.20	29.45
GROUP 2.....	\$ 42.20	29.45
GROUP 3.....	\$ 36.90	29.45
GROUP 4.....	\$ 23.50	29.45
GROUP 5.....	\$ 30.90	29.45
GROUP 6.....	\$ 37.48	29.45
GROUP 7.....	\$ 41.18	29.45
GROUP 8.....	\$ 36.45	29.45

a. FOOTNOTE: a. Any employee who works three days in the week in which a holiday falls shall be paid for the holiday.

b. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, pile drivers, lighters, boom trucks, hoists, derricks

GROUP 2: Digging machines, excavators, locomotives, John Henry's, directional drilling machines, cold planers, reclaimers, pavers, spreaders, graders, front-end loaders (3yds & over), vacuum truck, drill/boring machine operators, vermeer saw, water blaster, hydraulic-demolition robot, Ross Carriers, concrete pump operators, asphalt/material transfer machines, rotating telehandlers, SPMT type equipment

GROUP 3: Wellpoint installation and drill/boring machine assistants

GROUP 4: Utility engineers

GROUP 5: Signal persons

GROUP 6: Oilers on cranes and deckhands

GROUP 7: Combination loader / backhoes, front-end loaders (less than 3 yds.), forklift, bulldozers, scrapers, boats, rollers, skid steer loaders (regardless of attachments), street sweepers, mechanics, welders, operators in materials yards, shops and garages

GROUP 8: Gas and electric drive heaters, concrete mixers,

light plants, welding machines, pumps and compressors

IRON0037-001 09/16/2024

	Rates	Fringes
IRONWORKER.....	\$ 41.59	32.98

LAB00271-001 12/03/2023

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 37.00	26.90
GROUP 2.....	\$ 37.00	26.90
GROUP 3.....	\$ 37.00	26.90
GROUP 4.....	\$ 37.00	26.90
GROUP 5.....	\$ 39.00	26.90

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

LAB00271-002 11/27/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1.....	\$ 55.40	24.15
Group 2.....	\$ 52.93	24.15
Group 3.....	\$ 42.45	24.15
FREE AIR		
Group 1.....	\$ 46.00	24.15
Group 2.....	\$ 45.00	24.15
Group 3.....	\$ 42.45	24.15
LABORER		
Group 1.....	\$ 33.05	24.05
Group 2.....	\$ 35.75	24.85
Group 3.....	\$ 36.50	24.85
Group 4.....	\$ 29.00	24.85
Group 5.....	\$ 37.50	24.85
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man.....	\$ 41.50	24.15
Top Man & Laborer.....	\$ 35.60	24.15
TEST BORING		
Driller.....	\$ 41.95	24.15
Laborer.....	\$ 41.95	24.15
LABORER CLASSIFICATIONS		

GROUP 1: Laborer; Carpenter tender; Cement finisher tender;
Wrecking laborer; Asbestos removers [non-mechanical systems];
Plant laborer; Driller in quarries

GROUP 2: Adzperson; Asphalt raker; Barcotype jumping tamper;
Chain saw operators; Concrete and power buggy operator;
Concrete saw operator; Demolition burner; Fence and guard rail
erector; Highway stone spreader; Laser beam operator;
Mechanical grinder operator; Mason tender; Mortar mixer;
Pneumatic tool operator; Riprap and dry stonewall builder;
Scaffold erector; Setter of metal forms for roadways; Wagon
drill operator; Wood chipper operator; Pipelayer; Pipe trench
bracer

GROUP 3: Air track drill operator; Hydraulic and similar
powered drills; Brick paver; Block paver; Rammer and curb
setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake
person, track person, miner, grout person, lock tender, gauge
tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top
person on iron

GROUP 3: Hazardous waste work within the ""HOT"" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person,

form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the ""HOT"" zone

LABORER CLASSIFICATIONS

GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries

GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping tamper; Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the ""HOT"" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the ""HOT"" zone

PAIN0011-005 06/01/2024

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 38.07	25.80
Epoxy, Tanks, Towers, Swing Stage & Structural Steel.....	\$ 40.07	25.80
Spray, Sand & Water Blasting.....	\$ 41.07	25.80
Taper.....	\$ 38.82	25.80
Wall Coverer.....	\$ 38.57	25.80

PAIN0011-006 06/01/2024

	Rates	Fringes
GLAZIER.....	\$ 41.63	26.15

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2024

	Rates	Fringes
Painter (Bridge Work).....	\$ 57.85	26.40

PAIN0035-008 06/01/2011

	Rates	Fringes
Sign Painter.....	\$ 24.79	13.72

* PLAS0040-001 01/01/2025

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.75	29.10

FOOTNOTE: Cement Mason: Work on free swinging scaffolds under
3 planks width and which is 20 or more feet above ground
and any offset structure: \$.30 per hour additional.-----
* PLAS0040-002 01/01/2025

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.75	29.10

* PLAS0040-003 01/01/2025

	Rates	Fringes
PLASTERER.....	\$ 45.52	29.43

PLUM0051-002 08/26/2024		

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 52.49	33.60

ROOF0033-004 12/01/2024		

	Rates	Fringes
ROOFER.....	\$ 45.77	31.01

SFRI0669-001 01/01/2025		

	Rates	Fringes
SPRINKLER FITTER.....	\$ 49.98	33.44

SHEE0017-002 12/01/2024		

	Rates	Fringes
Sheet Metal Worker.....	\$ 43.69	41.14

TEAM0251-001 05/01/2024		

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 30.71	36.9125+A+B
GROUP 2.....	\$ 30.86	36.9125+A+B
GROUP 3.....	\$ 30.91	36.9125+A+B
GROUP 4.....	\$ 30.96	36.9125+A+B
GROUP 5.....	\$ 31.06	36.9125+A+B
GROUP 6.....	\$ 31.46	36.9125+A+B
GROUP 7.....	\$ 31.66	36.9125+A+B
GROUP 8.....	\$ 31.16	36.9125+A+B
GROUP 9.....	\$ 31.41	36.9125+A+B
GROUP 10.....	\$ 31.21	36.9125+A+B

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.

B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

C. Employees on the seniority list shall be paid a one hundred dollar (\$100.00) bonus for every four hundred (400) hours worked, up to a maximum of five hundred dollars (\$500.00)

All drivers working on a defined hazard material job site shall be paid a premium of \$2.00 per hour over applicable rate.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up trucks, station wagons, & panel trucks

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

GROUP 7: Trailers when used on a double hook up (pulling 2 trailers)

GROUP 8: Special earth-moving equipment, under 35 tons

GROUP 9: Special earth-moving equipment, 35 tons or over

GROUP 10: Tractor trailer

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage

determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment

data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

SECTION 00630
REQUIRED CONTRACT PROVISIONS FOR
FEDERAL AID PROJECTS

Required Forms - Federal Funded

These Forms Need To Be Signed and Submitted With Bid Offer -
Failure To Do So May Result in Bid Disqualification

Contract Number:

Contract Name:

Revised: 4/12/2002

ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
[Unsworn Declaration]

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of the contract for this work, that there be filed an unsworn declaration executed by, on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under the laws of the United States.

To the: **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**
DEPARTMENT OF TRANSPORTATION, DIVISION OF PUBLIC WORKS

State of _____

County of _____

I, _____, _____, under
penalty under the laws of the United States, do depose and say:

On behalf of _____, of _____ that
said Contractor has not, either directly or indirectly, entered into any agreement, participated in
any collusion, or otherwise taken any action in restraint of free competitive bidding in connection
with Rhode Island Contract Number _____, Federal-Aid Project Number
_____, County of _____
Town-City _____, Road-Bridge _____.

Contract Number:

Contract Name:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.5 10, the prospective primary participant _____, being duly sworn (or executed under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- a.) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily Excluded from covered transactions by any Federal department or agency;
- b.) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification;
- d.) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

Print Name: _____

Signature: _____

Date: _____

Contract Number:

Contract Name:

Conflicts Disclosure Policy

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- Owners;
- Directors;
- Principals;
- Officers, board members, or individuals with corporate authority;
- If the vendor is a partnership, the applicant's partners;
- If the vendor is a limited liability company, its members and managers;
- Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- Shareholders with a controlling interest.

Conflicts Disclosure Statement

RE:

I, _____ hereby certify as follows:

I am employed as a _____ of _____ and to the best of my knowledge:

PLEASE CHECK THE APPROPRIATE BOX:

I have no family or personal relations currently employed either on a full-time or part-time basis at the Rhode Island Department of Transportation.

I do have family or personal relations currently employed at the Rhode Island Department of Transportation. Please list their name(s), title(s), and RIDOT Division(s) (if known):

Name	Title	RIDOT Division

If necessary, please add any additional names as attachments hereto.

FOR ILLUSTRATIVE PURPOSES, FAMILY RELATIONS SHALL INCLUDE, WHETHER BY BLOOD, ADOPTION OR MARRIAGE, ANY OF THE FOLLOWING RELATIONSHIPS:

Father, Mother, Son, Daughter, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Father-In-Law, Mother-In-Law, Brother-In-Law, Sister-In-Law, Son-In-Law, Daughter-In-Law, Stepfather, Stepmother, Stepson, Stepdaughter, Stepbrother, Stepsister, Half-Brother Or Half-Sister, Niece, Nephew, And Cousin

- *If you are unsure whether a relationship, association, or connection you have may need to be disclosed, please consult with RIDOT's Legal Office at (401) 222-6510.*

SIGNATURE

DATE

By signing this form you: (1) certify that the information contained in this form is complete and accurate to the best of your knowledge; and (2) acknowledge your continuing obligation to complete and submit a new Disclosure form when there is any change in your family or personal relations during the course of this Contract.

This document is used for internal RIDOT purposes only in order to address and avoid any potential conflicts at the inception of the contract process and to avoid any impropriety or the appearance of impropriety during the contract process. Any disclosures made hereto will not prejudice prospective vendors from selection.

Project Name:

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Project Number:

Project Name:



**USDOT Standard Title VI/Nondiscrimination
Assurances for Contractors
DOT Order 1050.2A**

I, _____, _____, a duly
authorized representative of _____
do hereby certify that the organization affirmatively agrees to the provisions set forth by *U.S. DOT
Order 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions (April 11, 2013)*

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on

- the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Last Update: November 2017

Project Number:

Revised: 5/15/92

Project Name:

BID CONDITIONS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for Minority Participation for Each Trade	Goals for Female Participation in Each Trade
	3.0% R.I. Except Newport County	6.9%
	3.1% Newport County	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs through the Area Director, OFCCP, 169 Weybosset Street, Providence, Rhode Island 02903, within 10 working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this Solicitation, the "covered area" is the State of Rhode Island.

STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS (Executive Order 11246)

1. As used in these specifications:
 - (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - (b) "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority.
 - (c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$ 10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in a approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a

Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical

area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability to employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all on site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization responses.
 - (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contactor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved

by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, Supervisors, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection procedures.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (l) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor associations, joint contractor union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of

actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though a Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area

residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program.).

- (a) A Form 257, Monthly Employment Utilization Report, is to be completed by both Contractor and Subcontractors, and signed by the designated EEO Officer or an authorized representative of the prime or subcontractor. The reports are to be submitted by the 5th of each month during the term of the contract. The Contractor shall submit an aggregate Form 257 showing its entire work force, minority work force, and female work force (in work hours), on all construction work (Federal and non-federally assisted) in the covered area. The Contractor shall collect and submit reports for each Subcontractor's aggregate work force, providing the same information as above.
- (b) The Contractor shall submit a Form PR-1391 , Federal-Aid Highway Construction Contractors' Annual EEO Report, to be completed by the Contractor and each Subcontractor for every month of July, during which work was performed and submitted to the State. A separate report is to be completed for each Contractor and subcontractor holding contracts or subcontracts exceeding \$10,000.00, except where specified. The employment data entered should reflect the work force on board during all or any part of the last payroll period preceding the end of the month of July.

NOTE: Include the R.I. Contract Number in the upper right-hand corner of the form.

- (c) The Contractor shall submit a Form EEO-10, Federal-Aid Highway Construction Contractors' Semiannual Training Report, to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontractors under it who have provided training during the reporting period under the training special provision). This report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee, and two (2) copies submitted to the State.

These reports are required by the Public Laws of Rhode Island (1960), Chapters 85, 96, & 88; 23 U.S.C., 140(a); 23 CFR, Part 23; and Executive Order 11246.

Name

Date

Project Name: _____

DBE SPECIAL PROVISION

DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION CERTIFICATION FOR CONTRACTORS AND CONSULTANTS

With respect to the above numbered project # _____, I hereby certify that I am the
_____ and duly authorized representative of _____ whose
address is _____.

I do hereby certify that it is the intention of the above organization, as a prime contractor, or as a prime consultant, to affirmatively seek out and consider Disadvantaged Business Enterprises (DBEs) to participate in this contract as subcontractors, subrecipients, and/or as suppliers of materials and services. I agree to comply with the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 26.

I understand and agree that any and all contracting in connection with this contract, whether undertaken prior to or subsequently to award of contract, will be in accordance with this provision. I also understand and agree that no contracting will be approved until the Rhode Island Department of Transportation (RIDOT), including the Office of Civil Rights, has reviewed and approved the affirmative actions taken by the above organization. I understand and agree to contact the RIDOT Office of Civil Rights (OCR) DBE Liaison Officer (DBELO) or his/her OCR staff representative, for questions related to the implementation of contracting obligations related to the 49 CFR 26, and this provision, and follow the guidance and instructions given. The OCR DBELO and staff will analyze each situation on a case-by-case basis, and will issue findings, including resolving any vagueness and/or ambiguities in RIDOT policies and procedures, and/or standard specifications, based on the 49 CFR 26, its published guidance, and the guidance given by the FHWA and FTA liaisons to RIDOT, considering the language, purpose, and intent of the 49 CFR 26.

I. DBE Goal (%)

The Department has established, in connection with this contract, a DBE goal, as specified in the proposal of the original contract amount, for the utilization of firms owned and controlled by socially and/or economically disadvantaged individuals certified as DBEs by the Rhode Island Unified Certification Program (RIUCP). This DBE goal remains in effect for the life of the project. Therefore, throughout the life of the contract, the contractor must proactively make, document, and submit good faith efforts to meet the contract goal and its commitments to each DBE approved in the contractor's DBE Utilization Plan.

DBE regulations require RIDOT to track both race-conscious DBE participation (i.e., via individual contract goals), and race-neutral DBE participation (i.e., participation beyond contract goals). Both race-conscious and race-neutral DBE participation directly impact RIDOT's overall 3-year DBE participation goals. There is a direct correlation between the amount of race-neutral DBE participation and individual DBE contract goals. Increased race-neutral DBE participation could ultimately result in fewer and lower contract goals assigned to future contracts. Therefore, if a contract has a 0% DBE goal, RIDOT and/or the contractor should make an effort to identify, use DBEs, and report the DBE participation to RIDOT's DBELO for calculation as race-neutral participation.

Contract Assurance As a recipient of federal funds, the U.S. Department of Transportation (USDOT) requires RIDOT to include the following paragraph in contracts for federally funded projects. It applies

to the bidder, and the bidder must also include it in each subcontract it in each subcontract agreement executed for this contract:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these applicable requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as the recipient (RIDOT) deems appropriate, which may include, but is not limited to 1) withholding monthly progress payments, 2) assessing sanctions, 3) liquidated damages, 4) disqualifying the contract from future bidding as non-responsible.

II. DEFINITIONS:

Administrator. Administrator, Civil Rights Program (RIDOT).

Commercially Useful Function. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable), and paying for the material itself.

Contractor. Prime Contractor on construction contracts. Prime consultant on professional services contracts.

DBE Liaison Officer (DBELO). Department employee responsible for developing the DBE Program Plan manual, and monitoring and reporting on its implementation, and recommending corrective actions to bring RIDOT, contractors, subcontractors, and subrecipients into compliance with DBE requirements.

DBE Participation. DBE Participation and Commitment that is documented on the DBE Utilization Form. (See, also, "Race-conscious measures (goals) or programs" and Race-neutral measures (goals) or programs," defined below.)

Disadvantaged Business Enterprise (DBE). A for-profit small business concern:

1. An entity certified by the Rhode Island Unified Certification Program (RIUCP), administered by the Department of Administration Office of Diversity, Equity, and Opportunity (ODEO)/Minority Business Enterprise Compliance Office (MBECO), as listed on <http://odeo.ri.gov/>.
2. That meets the ownership and control requirements of the DBE certification program.
3. That meets the Personal Net Worth requirements of the DBE certification program.

Good Faith Efforts (GFE).

GFE Administrative Review (GFEAR) Group. A group of at least three (as selected and required by the DBELO representing the Office of Civil Rights DBE section) that includes the DBELO or his/her designated staff representative, and other RIDOT personnel that will perform the Administrative Reconsideration appeal review of an initial Good Faith Effort determination. GFEAR can perform an appeal review at any phase of a contract; pre-award or post-award.

GFE Group. The group that makes the initial Good Faith Effort review. The GFE Group can perform a good faith effort review at any phase of a contract; pre-award or post-award.

Joint Venture. A “Joint Venture,” for purposes of this provision, is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Manufacturer. A DBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

Race-conscious measures (goals) or programs. Are those that are focused specifically on assisting DBEs. For example, the establishment of contract goals for DBE participation is a race conscious measure.

Race-neutral measures (goals) or programs. Are those that are, or can be, used to assist all small businesses, including DBEs. Race-neutral DBE participation includes, but is not limited to, any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Regular Dealer. A DBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract- by-contract basis. Whether a DBE firm meets the criteria for being treated as a regular dealer is a contract-by-contract determination to be made by the Department.

Subcontractor. Subcontractor on construction contracts, or subconsultant on professional services contracts. A first-tier subcontractor has an agreement directly with a prime contractor. A second-tier subcontractor has an agreement with a first-tier subcontractor. A third-tier subcontractor has an agreement with a second-tier subcontractor.

Shortfall. The difference between the dollar amount on the approved DBE Utilization Plan form(s) and the amount of payments to, and verified by, the approved DBE entities, and when the payments total less than the contract goal (i.e., the approved DBE commitments minus the verified payments).

Small Business Concern. Means, with respect to firms seeking to participate in USDOT- assisted contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121), and that does not also exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

Supplier. A manufacturer, regular dealer, or transaction expeditor/broker.

Transaction Expeditor/Broker. A DBE packager, broker, manufacturers' representatives, or other

persons who arrange or expedite transactions and who arrange for material drop-shipments.

III. PRE-AWARD PERIOD REQUIREMENTS FOR PROJECTS WITH A DBE GOAL.

All bidders must meet bid submission requirements at the time of bid opening, as a matter of responsiveness to the bid. Failure to be responsive to a bid will result in ineligibility for the contract award.

Prior to contract award and at the time of the opening of bids, the contractor shall, at a minimum, take the following actions to meet the race-conscious goal established by OCR, hereinafter referred to as the 'contract goal':

- A. **EEO Officer. Submit the name and contact information of its** EEO Officer appointed to administer the Contractor's DBE obligations.
- B. **Submission Preparation.** The prime contractor is obliged to obtain and to provide all applicable NAICS codes for each proposed first-tier, and second-tier DBE, and work item numbers and codes corresponding with RIDOT's Engineers Estimate, that it will perform on the contract. Submit to the Department for approval any subcontractor and/or supplier and submit executed subcontract agreement(s)/purchase orders, including a detailed description of the work and price, between the contractor and the qualified DBE to be utilized during the performance of work. In the case of consultant contracts, the consultant shall submit the above DBE obligation as stated in the Scope of Work. This DBE obligation shall be included in the proposal submission to the Department, and include the name of the DBE, scope of work, and the actual dollar value.
 - Any subcontract for materials or supplies provided by a DBE broker, or for other services not provided directly by a DBE firm, shall be accompanied by the RIDOT Broker Affidavit form.
- C. **Submission Requirements.** To adequately demonstrate sufficient commitments to meet or exceed the DBE contract goal, each bidder is required to submit evidence of such commitments at the bid opening as presented on DBE Utilization Plan Form, and documented good faith efforts.

When RIDOT's OCR determines that the bidder has not submitted sufficient commitments to meet the DBE contract goal established by the Department (the Department will not round up), OCR then will review the bidder's documented Good Faith Efforts (GFEs) used to attempt to meet the contract DBE goal. The bidder must demonstrate that the efforts made were those that a bidder seeking to meet the DBE goal established by the Department would make, given all relevant circumstances. All submissions must include, as a part of the GFE documentation, copies of each DBE and non-DBE subcontractor quote when a non-DBE subcontractor was selected over a DBE subcontractor for work on the contract.

- D. **Good Faith Effort Requirements.** The efforts demonstrated by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain sufficient DBE participation to achieve contract DBE goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. The following actions illustrate the types of efforts that may be taken. This list is not deemed to be exclusive or exhaustive. The DBELO and/or GFE Group will consider other factors and types of efforts that may be relevant:
 - Efforts made to conduct market research to identify small business contractors and suppliers and solicit through all reasonable and available means (e.g., use of the ODEO UCP website,

attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder should provide written notification, at least 15 calendar days before the bid opening, to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- Efforts made to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (ie. smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- Efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Efforts made to negotiate in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract DBE goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in and of itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of contract with its own work force does not relieve the bidder of the responsibility to make a GFE. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- Bidder's determination of a DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the contract DBE goal. Another practice considered an insufficient GFE is the rejection of a DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy the contract DBE goal.
- Efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
- Efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

- Efforts to effectively use the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case- by-case basis to provide assistance in the recruitment and placement of DBEs.

A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

IV. ACTIONS TO BE TAKEN BY THE DEPARTMENT DURING POST-QUALIFICATION AND BEFORE AWARD—

- a) Approval. If the apparent low bidder submits its DBE Utilization Plan Form by the bid date and meets the contract DBE goal and all other contract and DBE regulatory requirements, the Department will approve the submission.
- b) Good Faith Effort Review. If the apparent low bidder fails to meet the contract DBE goal, the Department will review the GFE documentation. If, during the review of the Contractor's GFE information, the reviewers have questions, the Contractor may be contacted for clarification. The GFE steps are as follows:
 1. The DBELO or GFE Group either:
 - a) Determines that the GFE was met and the DBE Utilization Plan Form will be approved, or
 - b) Disapproves the GFE and the DBE Utilization Plan. The bidder will be notified and may accept the DBELO's determination or request an Administrative Reconsideration appeal with the GFEAR.
 2. If forwarded to them, the GFE Group meets and makes the final determination. If the GFE Group determines that the apparent low bidder met the GFE, the DBE Utilization Plan will be approved. If the GFE Group determines that the apparent low bidder has failed to make a GFE, the bid will be rejected, and the apparent low bidder will be notified, in writing, of the reasons for the rejection.
- c) The Department will provide their approval or rejection in writing.

V. POST-AWARD PERIOD REQUIREMENTS:

A. Counting of Participation and Commercially Useful Function (CUF)

Utilization of certified DBEs is in addition to all other equal opportunity requirements of the contract.

Count DBE participation toward meeting the DBE goal for federal projects as follows: If a firm is a certified DBE contractor or subcontractor at the time that submission of the bids are due, the total dollar value of the contract awarded to the certified DBE is counted toward the applicable DBE goal as provided below. Any services to be performed by a DBE are required to be readily identifiable to the project.

Construction/Consultant Services. A DBE performs a CUF when it is responsible for execution of the work of the contract, and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price,

determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, RIDOT evaluates the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors. Even if a DBE is performing pursuant to normal industry practices, if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.

Prime Contractor/Prime Consultant. The Department, per USDOT regulations, and state law, requires that all prime contractors/consultants perform at least forty percent (40%) of the work. A DBE prime contractor will receive credit for all work performed with its own forces. RIDOT strongly encourages DBE prime contractors/consultants to make additional outreach efforts to solicit DBEs to perform subcontracting work on the project.

Subcontractor. When a DBE participates in a contract directly as a subcontractor, or as a second-tier, count only the value of the work that the DBE actually performs. The Department only will allow DBE credit for work performed by first-tier and second-tier DBE subcontractors.

- a) Count the entire amount of that portion of a contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the subcontract, including supplies purchased or equipment leased by the DBE.
- b) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count.
- c) Count expenditures to a DBE subcontractor only if the DBE is performing a CUF on that contract.
- d) Subcontractor: A subcontractor arrangement exists when a person or firm has a contractual obligation to perform a defined portion of the contract work and the following conditions are present:
 - e) The subcontractor exercises control over work methods (except as limited by project specifications), while furnishing and managing its own labor and equipment with only minimal, general supervision being exercised by the prime contractor.
 - f) The personnel involved in the DBE subcontractor's portion of the project are both under the subcontractor's direct supervision and identified on its payroll records. When warranted by unique circumstances of a project, a DBE subcontractor may be permitted to employ on a limited basis specialty trades personnel who are not normally employed by the DBE subcontractor.
 - g) Second tier DBE subcontracting will be approved only in accordance with normal industry practice and when the type of work differs from work which the DBE usually performs.
 - h) All factors pertaining to the unique conditions of a project shall be considered in determining whether a DBE subcontractor relationship actually exists on the project. A DBE subcontractor may need to lease/rent equipment, other than over-the-road trucks, and/or augment its workforce with additional skilled personnel in order to perform certain project-related work. The DBE subcontractor is required to arrange for the necessary equipment through rental/leasing

agreements, as necessary. (Off-the-road equipment, such as “Euclids,” may be rented/leased from the prime contractor even though the CUF guidelines prohibit rental/lease of over-the-road trucks from the prime contractor.) Likewise, in limited instances, the prime contractor may provide some, but not all, personnel to the DBE subcontractor when the following conditions are present:

- i) A DBE must perform or exercise responsibility for at least forty percent (40%) percent of the total cost of its contract with its own work force.
- j) The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
- k) The personnel must have a specialized expertise which has not been mastered by the DBE’s own skilled/supervising/managerial personnel.
- l) Such personnel must be placed on the DBE’s payroll and come under the direct supervision of the DBE for the performance of the particular subcontract work.
- m) Long term, continual (e.g. from one contract to another) or chronic use by a DBE firm, of personnel normally employed by another specific firm, is not consistent with the CUF guidelines.
- n) To place entire work crews on DBE’s payrolls when such personnel are normally employed by another specific firm is not consistent with the CUF guidelines.
- o) A DBE’s use of equipment owned by a prime contractor or another subcontractor is inconsistent with the CUF guidelines and will result in noncompliance.

Materials and Supplies. A supplier is considered to perform a CUF when it packages, i.e. takes quotes from several manufacturers, and/or sells from its own inventory in order to provide one or more items to a contractor. A supplier may own a franchise and/or may be a factory representative to one or more manufacturers. Consistent with a contractor’s probable needs, a supplier, not a contractor, may place orders for production with manufacturers.

All expenditures with manufacturers and suppliers must be properly documented in writing in order to count toward a DBE obligation. RIDOT will count expenditures with DBEs for materials or supplies toward DBE goals as follows:

- a) For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.
- b) If the materials or supplies are purchased from a DBE manufacturer, RIDOT will count 100 percent of the cost of the materials or supplies.
- c) If the materials or supplies are purchased from a DBE regular dealer, RIDOT will count 60 percent of the cost of the materials or supplies toward DBE goals.

- d) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, RIDOT will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials and supplies required on a job site, toward DBE goals, provided RIDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The fees will be evaluated by RIDOT after receiving the Broker's Affidavit Form from the DBE. RIDOT will not count any portion of the cost of the materials and supplies themselves toward DBE goals.

DBE Manufacturer. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies.

DBE Regular Dealer. If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies.

DBE Broker. If the materials or supplies are purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves.

Trucking Firms. Count 100% of trucking costs using the following factors to determine what can be counted:

1. Count if the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
2. Count if the DBE owns and operates at least one fully licensed, insured, and operational truck used on the contract.
3. Count the total value of the transportation services the DBE provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is a certified DBE. If the DBE leases trucks from another DBE, count the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. If the DBE leases trucks from a non-DBE firm and the DBE operates these leased trucks (with its own forces), count the total value of the transportation services. If the DBE leases trucks from a non-DBE owner-operator, count only the fee or commission it paid as a result of the lease arrangement. Do not count the total value of the transportation services provided by the lessee (non-DBE owner-operator), since these services are not provided by a DBE.
6. For purposes of this provision, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from being used for work for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and

identification number of the DBE. A lease must explicitly state that the DBE leases trucks without operators when the counting of the total value of transportation services is desirable.

Example to this subsection (6) (d): DBE firm X uses two of its own trucks on a contract. It leases two trucks from DBE firm Y and six trucks from non-DBE firm Z. DBE credit would be awarded for the total value of transportation services provided by firm X and firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by firm Z, DBE credit could be awarded only for the fees or commission pertaining to those trucks firm X receives as a result of the lease with firm Z.

Pass-through. Supply operations occur when the contractor decides what items shall be bought from what sources and/or agrees directly with the manufacturer, or other non-DBE party, to schedule delivery and/or directs adjustments and/or routes payments and purchase orders through the DBE. Pass-through operations are not commercially useful functions and will not be counted toward contract goals.

Management. The DBE must manage the work that has been contracted to its firm. The DBE owner must supervise daily operations, either personally, or with a full-time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.

Workforce. In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control. The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.

Certification. If a contractor or subcontractor is not certified as a DBE by the Minority Business Enterprise Compliance Office under the specific NAICS code of line items identified in the contract, at the time of the execution of the contract or issuance of the purchase order, RIDOT will

not count that firm's participation toward any DBE goals, except as provided in 49 CFR 26.87(i). DBEs must be certified in the NAICS codes that are applicable to the work to be performed.

RIDOT will not count toward the contract goal the dollar value of work performed by a contractor or subcontractor after it has ceased to be a certified DBE.

DBE Participation Credit. RIDOT will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until all payments being credited have been fully paid to the DBE.

VI. ACTION TO BE TAKEN BY THE DEPARTMENT DURING POST-AWARD

To ensure that all obligations awarded to DBEs under this contract are met, the Department will review the Contractor's DBE involvement efforts during the performance of the project whether or not the DBE is listed on the approved DBE Utilization Plan. The review will include a CUF review and analysis.

Sanctions. Upon completion of the work the Department will review the actual DBE participation and make a determination regarding the Contractor's compliance with the applicable requirements. Sanctions

may be imposed for noncompliance or unwarranted shortfalls in the approved DBE goal.

- A. Failure by the Contractor to demonstrate every good faith effort in fulfilling its DBE commitment during the construction period will result in the reduction in contract payments by the amount determined by multiplying the awarded contract value by the established DBE percentage and subtracting the dollar value of the eligible work actually performed by DBE subcontractors, for which the DBEs have verified payments received. This action will not preclude RIDOT from imposing sanctions or other remedies available as specified in paragraphs below.
- B. Contractors and subcontractors are advised that failure to carry out the requirements of this provision shall constitute a breach of contract and, after notification by the Department, may result in termination of the agreement or contract by the Department, or such remedy as the Department deems appropriate.
- C. Brokering of work by DBEs is not allowed and is a contract violation unless DBE is a certified DBE broker. A DBE firm involved in brokering of work may have their certification removed or suspended and shall be subject to the sanctions stated herein. Any firm that engages in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be subject to sanctions described in paragraph (B) above and referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, USC Section 1001.
- D. The Disadvantaged Business Enterprises Directory or other available resources may be obtained at the Rhode Island Department of Transportation Office of Civil Rights (OCR), 2 Capitol Hill, Providence, RI 02903, or at <http://odeo.ri.gov/>. Links to the 49 CFR 26 regulations, and to the USDOT published guidance on how to interpret certain sections of the regulations:

<https://www.ecfr.gov/cgi-bin/text-idx?SID=ba0d6b5c8e33f26453add22334d6af4d&mc=true&node=pt49.1.26&rgn=div5>

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise>

<https://cms8.dot.gov/sites/dot.gov/files/2020-01/docr-20180425-001part26qa.pdf>
- E. The utilization of Disadvantaged Business Enterprises is in addition to all other equal opportunity requirements of this contract. The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprises Utilization obligations. The records kept by the Contractor shall include:
 - 1. The number of DBE contractors, subcontractors and suppliers; and the type of work, materials or services being performed on or incorporated in this project.
 - 2. The progress and efforts being made in seeking out DBE contractor organizations and individual DBE contractors for work on this project.
 - 3. Documentation of all correspondence, contacts, telephone calls, etc. necessary to obtain the services of DBEs on this project.
 - 4. Copies of canceled checks or other documentation that substantiates payments to DBE firms.
 - 5. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by RIDOT and the Federal Highway Administration.
- F. A contractor for a construction contract will not be eligible for award of contract under this invitation for bids unless such contractor has submitted, at the time of the Bid Opening, this Certification. A

Consultant will be required to sign this Certification at the time of the contract execution, or the award of contract will be nullified.

VII. ACTIONS REQUIRED BY THE CONTRACTOR DURING POST-AWARD.

- a) **DBE Participation.** Must continue to make GFEs for the life of the project. When the DBE Utilization Plan is approved with DBE participation less than the contract DBE goal, continue GFE toward meeting the contract DBE goal. Ensure that the Commitment is attained. Proof of attainment is documented by verified payments to DBEs, submitted to the Department, and approved by OCR.
- b) **DBE Subcontractor Approval.** The prime contractor will not receive credit towards the DBE goal for work performed by a DBE prior to the approval date of the DBE Utilization Plan by RIDOT's Office of Civil Rights DBE staff.

All firms listed on the approved DBE Utilization Plan, including those business types other than subcontractors (i.e. dealers, truckers, service providers), must be submitted for approval after the contracts are executed, and before the DBE's actual performance of work. The subcontractor request must be equal to or greater than the committed amount. Submit for subcontractor approval any other DBE whether or not they are listed on the DBE Utilization Plan. When submitting request for subcontractor approval, attach a copy of the DBE subcontract or agreement, and any contract amendments, thereafter.

- c) **Termination/Replacement.** Obtain approval from RIDOT's Office of Civil Rights (OCR) before terminating or replacing (aka, substituting) a DBE or making any change to the DBE participation listed on the approved DBE Utilization Plan, including for reduction of work items, which federal USDOT regulations treat as termination. Immediately request authorization from RIDOT's OCR in writing by completing DBE Termination/Replacement Request Form. The request must include documentation supporting the termination or replacement, and written agreement from the DBE to the change. Include proof that the contractor sent a certified letter to the DBE, giving the DBE five (5) days to respond with acceptance or rejection of the termination or reduction of its work, and notification to RIDOT's OCR. Demonstrate that every effort has been made to allow the DBE to perform. RIDOT's OCR will review submitted documented efforts to determine whether the contractor has adequately demonstrated good cause, written notice, and good faith efforts
1. If DBE replacement is agreeable between the Contractor and the DBE, document the following procedures:
 - Make and submit documented GFE (Actions required by the bidder at the bidding stage and prior to award for projects with a DBE Goal) to subcontract the same work with another DBE, or subcontract other work items to DBE firms, to make up the DBE shortfall. A prime contractor's inability to find a replacement DBE at the contract price is not, in and of itself, adequate to support a finding that GFEs have been made to replace the original DBE. The fact that the prime contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the prime contractor of the obligation to make GFEs to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
 - When the substitution results in meeting the DBE goal, complete a revised subcontractor

approval request within seven (7) days. If the DBE performed on the project, the revised subcontractor approval request should include the total amount paid to the DBE before the DBE substitution.

- When the substitution does not result in meeting the DBE goal, provide additional GFE documentation, including (1) a statement of efforts made to negotiate with DBEs for specific work or supplies, including the names, addresses, telephone numbers, and emails of those DBEs that were contacted; (2) the time and date each DBE was contacted; (3) a description of the information provided to DBEs regarding plans and specifications for portions of the work to be performed or the materials supplied; and (4) an explanation of why an agreement between the prime contractor and DBE was not reached. If the DBE performed on the project, the revised DBE Utilization Plan should include the total amount paid to the DBE before the DBE substitution.
- Good Faith Effort Review. RIDOT will review the GFE documentation for substitution. If, during the review of the Contractor's GFE information, the reviewers have questions, the Contractor may be contacted for clarification. The GFE steps are as follows:
 1. The RIDOT reviews and makes recommendation to the GFEAR for their determination.
 2. The GFEAR either:
 - a. Approves recommendation that the GFE was met and the substitution will be approved, or
 - b. Disapproves the GFE resulting in a shortfall requiring the contractor to continue GFEs.

The prime contractor will not be eligible to receive credits towards the DBE goal until OCR approves the substituted DBE firm.

If the projected DBE participation on an approved DBE Utilization Plan meets or exceeds the DBE goal amount for the contract without replacing the DBE, then no contract shortfall exists. However, OCR could recommend sanctions for other non-compliance issues (e.g. non-compliance with prompt payment requirements, failure of DBE to perform a commercially useful function (CUF), failure to comply with Termination/Replacement requirements, etc.).

2. If the arrangement for DBE replacement is not agreeable between the Contractor and the DBE, the following procedures are required:
 - The Contractor is not eligible for credit for DBE work performed prior to OCR's approval of the DBE replacement.
 - The DBELO and/or GFE Group, or GFEAR, will review and make a determination and RIDOT will notify both the Contractor and the DBE.

Additional Work. When additional work is required for any classification of work, which is identified on the DBE Utilization Plan, to be performed by the DBE, at least 50% of this additional work will be performed by the same DBE unless the DBE submits, in writing, that it cannot perform the work due to its own limitations.

Progress Payments. All contractors on RIDOT projects are required to certify their payments to subcontractors by use of RIDOT's contractor compliance software on a minimum of a monthly basis (which, at time of publishing, is Prism). A project may not proceed to finalization without the input of this information. The 49 CFR 26 Prompt Payment requirements apply to both DBE and non-DBE subcontracts. The Contractor must maintain adequate records to document its compliance with prompt

payment, and is responsible for the subcontractors' compliance with the submission of their payment reporting by way of this software.

Make payments in accordance with Section 109 of the RI Standard Specifications for Road and Bridge Construction. Document payments on the Contracting Invoice and as required in Prism and submit to RIDOT with each payment request. Contractor must issue prompt and full payment of retainage to the subcontractor within 30 days after the subcontractor's work is satisfactorily complete. For the purposes of prompt payment, a subcontractor's work is satisfactorily complete when all the tasks called for in the subcontract have been accomplished and documented as required by RIDOT. When RIDOT has made an incremental acceptance of a portion of the prime contract, the subcontractor covered by that acceptance is deemed to be satisfactorily complete.

Joint Check Procedure for DBEs: A prime contractor must receive written approval by RIDOT's DBELO before using a joint check for materials/supplies called for under a subcontract with a DBE. The prime contractor shall submit joint check requests in writing to the RIDOT's DBELO along with a Joint Check Affidavit and the subcontract agreement. The following are general conditions that must be met regarding joint check use:

1. The use of the joint check shall only be allowed by exception and shall not compromise the independence of the DBE;
2. The second party (typically the prime contractor) acts solely as a guarantor;
3. The DBE must release the check to the supplier;
4. The subcontract agreement must reflect the total contract value, including the cost of materials and installation; actual payments for work performed by the DBE may reflect labor only; and
5. The DBE remains responsible for negotiation of price, determining quality and quantity, ordering materials and installing (where applicable) and paying for the material itself.

FINAL SUBCONTRACTOR PAYMENTS AND RELEASE OF RETAINAGE

6. Prior to receiving final payment, the Contractor shall provide to the Resident Engineer certification of the dollars paid to each DBE firm using the "DBE Request for Verification Payment" form. The certification shall be dated and signed by a responsible officer of the Contractor and by the DBE. Falsification of this certification will result in sanctions including, but not limited to, those listed in Sections I. of this provision.
7. If this contract contains a DBE goal, the Contract Compliance Officer with the OCR will verify that the Contractor has attained the DBE goal specified on said project or has provided adequate documentation justifying a lesser amount. The final estimate will not be paid to the Contractor until proper certifications have been made.
8. When a subcontractor's work is satisfactorily complete (i.e., all the tasks called for in the subcontract have been accomplished and documented), and the Department has partially accepted the work and all payments have been certified by the Contractor and Subcontractor on the "Certification of Progress Payment" form, the Department will pay the Prime Contractor for all work covered by the acceptance including the relevant portion of retainage due the Subcontractor.

Within thirty (30) days of receipt of such payment, the Prime Contractor shall pay the Subcontractor for all accepted Subcontract work including all retainage owed. For any payments the Prime Contractor receives for Subcontractor work, the Contractor shall complete RIDOT's payment verification form or any other form or process (e.g., entering required information into PRISM) required by the Department and shall submit the fully executed form(s) to RIDOT within ten (10) days of the Subcontractor signing the form.

Records and Reports. Keep such project records as are necessary to determine compliance with DBE Requirements. These records can be used as GFE documentation. Design these records to indicate:

- The number of disadvantaged and non-disadvantaged subcontractors, small businesses, regular dealers, manufacturers, consultants, and service providers, and the type of work or services performed on or materials incorporated in this project.
- The progress and efforts made in seeking out DBE contractor organizations and individual DBEs for work on this project.
- Documentation of all correspondence, personal contacts, telephone calls, etc., to obtain the services of DBEs for this project. Submit reports, as required by the Department. Certify that the amounts were actually paid to the DBE for work performed on the project and keep cancelled checks on file in the home office to reflect payment for the specific project and for inspection and audit by the Department. Record the payment information on Contractor Invoice and document the following:
 - The number of contracts awarded to DBEs, the work items performed with corresponding amounts, and total amount of each contract executed with each firm, and the execution date of each contract.
 - The amount paid to each DBE during each month, the amount paid to date, and retainage withheld. If no payments are made to a DBE during the month, enter a zero (\$0.00) payment.
 - Paid invoices and a certification by each DBE attesting to the actual amount paid to each firm, upon completion of each DBE's work. If the actual amount paid (as verified by each DBE) is less than the committed amount to each DBE, provide a complete explanation of the shortfall difference.

Maintain all such records for a period of three (3) years following acceptance of final payment from RIDOT to Contractor. Make these records available for inspection by the RIDOT, FTA and FHWA.

If DBE credit is being claimed for material costs included in a DBE subcontract or agreement, submit purchase orders for the material along with the Contractor Invoice to the Owner on a monthly basis.

Signature of Contractor or Consultant

Date

Printed Name of Contractor or Consultant

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Project Number: _____

Project Name: _____

Signed: _____

Date: _____

END OF SECTION 00630

SECTION 00700**GENERAL CONDITIONS****TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1: CONTRACT AND CONTRACT DOCUMENTS	1
ARTICLE 2: DEFINITIONS.....	1
ARTICLE 3: QUANTITIES OF ESTIMATE.....	1
ARTICLE 4: CONFLICTING CONDITIONS.....	2
ARTICLE 5: PROVISIONS OF LAW DEEMED INSERTED	2
ARTICLE 6: NOTICE AND SERVICE THEREOF.....	2
ARTICLE 7: REPRESENTATIONS OF THE CONTRACTOR	2
ARTICLE 8: CONTRACT SECURITY	3
ARTICLE 9: ADDITIONAL OR SUBSTITUTE BOND.....	3
ARTICLE 10: CONTRACTOR'S OBLIGATIONS.....	3
ARTICLE 11: SUPERINTENDENCE BY THE CONTRACTOR.....	4
ARTICLE 12: CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES.....	4
ARTICLE 13: PAYMENTS BY THE CONTRACTOR	4
ARTICLE 14: USE OF PREMISES AND REMOVAL OF DEBRIS.....	5
ARTICLE 15: GENERAL GUARANTEE	5
ARTICLE 16: PROTECTION OF WORK AND PROPERTY - EMERGENCY.....	6
ARTICLE 17: WEATHER CONDITIONS.....	6
ARTICLE 18: THE OWNER'S AUTHORITY	6
ARTICLE 19: ALL WORK SUBJECT TO CONTROL BY THE OWNER.....	7
ARTICLE 20: THE OWNER'S CONTROL NOT LIMITED	7

TABLE OF CONTENTS (CONTINUED)

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 21: RIGHT OF THE OWNER TO TERMINATE THE CONTRACT	8
ARTICLE 22: INTERPRETATION OF THE PLANS AND SPECIFICATIONS	8
ARTICLE 23: INSPECTION	8
ARTICLE 24: SCHEDULES, REPORTS, RECORDS, AND DATA	8
ARTICLE 25: RIGHTS-OF-WAY AND SUSPENSION OF WORK	9
ARTICLE 26: SUBCONTRACTORS	9
ARTICLE 27: ASSIGNMENTS	9
ARTICLE 28: MUTUAL RESPONSIBILITY OF CONTRACTORS	10
ARTICLE 29: SEPARATE CONTRACTS	10
ARTICLE 30: WAGE RATES	10
ARTICLE 31: WAGE UNDERPAYMENTS AND ADJUSTMENTS	10
ARTICLE 32: PAYMENT OF EMPLOYEES	11
ARTICLE 33: NON-DISCRIMINATION IN EMPLOYMENT	11
ARTICLE 34: APPRENTICES	11
ARTICLE 35: SAFETY AND HEALTH REGULATIONS	11
ARTICLE 36: SHOP OR SET DRAWINGS	12
ARTICLE 37: ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS	13
ARTICLE 38: MATERIALS, SERVICES AND FACILITIES	13
ARTICLE 39: CONTRACTOR'S TITLE TO MATERIALS	14
ARTICLE 40: INSPECTION AND TESTING OF MATERIALS	14
ARTICLE 41: "OR APPROVED EQUAL CLAUSE"	14
ARTICLE 42: PATENTS	15

TABLE OF CONTENTS (CONTINUED)

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 43: SURVEYS, PERMITS, AND REGULATIONS	15
ARTICLE 44: GENERAL INSURANCES.....	16
ARTICLE 45: WORKMEN'S COMPENSATION INSURANCE.....	16
ARTICLE 46: CONTRACTOR'S COMPREHENSIVE PUBLIC LIABILITY AND DAMAGE PROPERTY LIABILITY INSURANCE	17
ARTICLE 47: OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE.....	17
ARTICLE 48: COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE INSURANCE.....	17
ARTICLE 49: INSURANCE COVERING SPECIAL HAZARDS.....	18
ARTICLE 50: FIRE INSURANCE.....	18
ARTICLE 51: COMPENSATION TO BE PAID TO THE CONTRACTOR	19
ARTICLE 52: PAYMENTS TO THE CONTRACTOR.....	19
ARTICLE 53: TIME FOR COMPLETION AND LIQUIDATED DAMAGES.....	20
ARTICLE 54: CORRECTION OF WORK	22
ARTICLE 55: CHANGES IN THE WORK.....	22
ARTICLE 56: EXTRAS	22
ARTICLE 57: CLAIMS FOR EXTRA COST	24
ARTICLE 58: ACCEPTANCE OF THE FINAL PAYMENT CONSTITUTES RELEASE	23

SECTION 00700**GENERAL CONDITIONS****ARTICLE 1: CONTRACT AND CONTRACT DOCUMENTS**

The plans, specifications, and addenda enumerated in the Advertisement For Bids, the Information For Bidders, and the Bid Form as accepted by the Owner, shall be binding upon the parties to this Agreement as if fully set forth therein. Whenever the terms Contract Documents is used, it shall mean and include this Contract, Special Conditions, General Conditions, the Information for Bidders, the Bid Form, Addenda, the Technical Specifications, and the Plans. The Owner shall interpret his/her own requirements. In case of conflict or inconsistency between the provisions of the signed portions of the Contract Documents and those of the specifications, the provisions of the signed portions shall govern.

ARTICLE 2: DEFINITIONS

The following terms as used in this Contract are defined as follows:

- a. **CONTRACTOR:** A person, firm or corporation with whom the Contract is made by the Owner.
- b. **OWNER:** Shall mean, for the purpose of this Contract, the Town of Jamestown.
- c. **SUBCONTRACTOR:** A person, firm, or corporation supplying labor and materials, or only labor, for work at the site of the project; for, and under a separate Contract or Agreement with the Owner.
- d. **WORK ON THE PROJECT:** Work to be performed at the location of the project, including the transportation of materials and supplies to or from the site by employees of the CONTRACTOR OR ANY SUBCONTRACTOR.
- e. **ENGINEER:** Shall mean for the purpose of this Contract the Town of Jamestown Department of Public Works and Crossman Engineering who shall act as the authorized representatives, of the Owner whenever reference is made for such authorization.

ARTICLE 3: QUANTITIES OF ESTIMATE

Whenever the estimate quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the Bid Proposal, they are given for use in comparing bids and the right is especially reserved by the Owner to increase or diminish them as may be deemed necessary or desirable by the Owner. Only such quantities of the respective items of work actually performed and accepted will be paid for. Such increases or decreases shall in no way affect this Contract, nor shall any such increases or decreases give cause for claims or liabilities for damages.

ARTICLE 4: CONFLICTING CONDITIONS

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the articles in these General Conditions, shall be void to the extent of such conflicts or inconsistency.

ARTICLE 5: PROVISIONS OF LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 6: NOTICE AND SERVICE THEREOF

The service of any notice, letter or other communication shall be deemed to have been made by one of the contracting parties on the other party to the Contract when such letter, notice or other communication has been delivered to the legal office address of the addressee, by a duly authorized representative of the addressor in person, or when such notice, letter or other communication has been deposited in any regularly maintained mailbox of the United States Post Office, in a properly addressed, postpaid wrapper. The date of such service shall be considered to be the date of such personal delivery or mailing.

The address of the Contractor noted in his/her bid and/or the address of his/her field office on or near the site of work shall be considered his/her legal address for the purposes as set above.

ARTICLE 7: REPRESENTATIONS OF THE CONTRACTOR

The Contractor represents and warrants:

- a. That he/she is financially solvent and that he/she is experienced and competent to perform the type of work required under this Contract and that he/she is able to furnish the plant, materials, supplies, or equipment that may be necessary to perform the work as specified.
- b. That he/she is familiar with all Federal, State and municipal laws, ordinances, orders, and regulations which may in any way affect the project work, or the employment of persons thereon, including but not limited to any special acts relating to the work or to the project of which it is part.
- c. That such temporary and permanent work required by the Contract Documents to be done by him/her will be satisfactorily constructed and can be used for the purpose for which it was intended and that such construction will not injure any person or damage property.

- d. That he/she has carefully examined the plans, specifications, and addenda, if any, and the site of the work and that from his/her own investigations, he/she has satisfied himself/herself as to the nature and location of the work, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items that may affect the work.
- e. That he/she is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he/she will conduct the work in a careful and safe manner without injury to persons or property.

ARTICLE 8: CONTRACT SECURITY

The Contractor shall furnish a surety bond in an amount equal to at least one hundred percent (100%) of the Contract price as security for faithful performance of the Contract, and for the payment of all persons performing labor on the project under this Contract and furnishing materials, equipment and all other incidentals in connection with this Contract. The Surety on such a bond shall be a duly authorized surety company satisfactory to the Owner and the cost of the same shall be paid by the Contractor. Prior to the starting of any work, the bonds must be approved by the Owner.

ARTICLE 9: ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner, for justifiable cause, shall become dissatisfied with any Surety or Sureties holding payment bonds, the Contractor shall, within ten (10) days after notice from the Owner to do so, substitute an acceptable bond or bonds in such form and signed by such other Surety as may be satisfactory to the Owner. The premiums of such bonds shall be paid by the Contractor. No further payments will be deemed due, nor will be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

ARTICLE 10: CONTRACTOR'S OBLIGATIONS

The Contractor shall perform all work in a good workmanlike manner, and in accordance with the plans and specifications and any supplements thereto, and according to any directions or orders given by the Owner. He/she shall furnish all supplies, materials, facilities, equipment and means necessary or proper to perform and complete the work required by this Contract. He/she shall furnish, erect, maintain, and remove any construction plant or temporary work as may be required. He/she alone shall be responsible for the safety, efficiency and adequacy of his/her plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage

of whatever nature resulting from the work or resulting to persons, property, or the work during its progress, from whatever cause, shall be the responsibility of the Contractor.

The Contractor shall hold the Owner and Engineer, or their duly authorized agents, harmless and defend and indemnify them against damages or claims for damages due to injuries to persons or property arising out of the execution of the project work, and for damages to materials furnished for the work, for infringement of inventions, patents, and patent rights used in doing the work, and for any act, omission, or instance of neglect by the Contractor, his/her agents, employees or subcontractors.

The Contractor shall bear all losses resulting to him/her, including but not limited to losses sustained on account of the character, quality, or quantity of any part of the work, or all parts of the work, or because the nature of the conditions in or on the project site are different from what was estimated or indicated, or on account of the weather, elements, or other causes.

ARTICLE 11: SUPERINTENDENCE BY THE CONTRACTOR

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner in every possible way.

At the site of the work, the Contractor shall, at all times, employ a construction superintendent who shall have full authority to act for the Contractor. It is understood that the employment of such representative shall be acceptable to the Owner and shall be such a person as can be continued in the capacity for the duration of the Contract, unless he/she ceases to be on the Contractor's payroll.

ARTICLE 12: CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Within ten (10) days after the date of "Notice to Proceed", the Contractor shall deliver to the Owner an estimated construction schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will be come due the Contractor in accordance with the progress schedule. The Contractor shall also furnish to the Owner: 1. a detailed estimate, giving a complete breakdown of the contract price; and 2. periodic itemized estimates of the work done for the purpose of making partial payments thereon.

ARTICLE 13: PAYMENTS BY THE CONTRACTOR

The Contractor shall pay:

- a. For all transportation and utility services not later than the 15th day of each calendar month following that which in services were rendered.
- b. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 15th day of the calendar month

following that in which such items were delivered to the site of work, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which material tools, or equipment are incorporated or used.

- c. To each of his/her subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his/her subcontractors to the extent of such subcontractor's interest therein.

ARTICLE 14: USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor undertakes, at his/her own expense:

- a. To take every precaution against injuries to persons or damage to property.
- b. To store his/her apparatus, materials, equipment, and supplies in an orderly fashion at the site of work as will not unduly interfere with the progress of his/her work or any others.
- c. To place upon the work or any part thereof, only such loads as are consistent with the safety of that portion of the work.
- d. To clean frequently all refuse, scrap, and debris caused by his/her operations, so that the work site is maintained in a neat, workmanlike appearance.
- e. To effect all cutting, fitting, or patching of his/her work required to make the same to conform to the plans and specifications, and except with the consent of the Owner, not to cut or otherwise alter the work of any other contractor.
- f. Before final payment, to remove all surplus materials, false work, temporary structures, including foundations thereof, plants of any description, and debris of any nature resulting from his/her operations, so that the site is left in a neat, orderly and workmanlike condition.

ARTICLE 15: GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the Contract Documents nor any partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty workmanship or materials. The Contractor shall remedy any defect in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year (1) from the date of final acceptance of the work, unless a longer period is specified by the Owner. The Owner will give final notice of observed defects with reasonable promptness.

ARTICLE 16: PROTECTION OF WORK AND PROPERTY - EMERGENCY

- a. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect his/her own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss, or injury.
- b. In case of an emergency which threatens loss of injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner, in a diligent manner. The Contractor shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.
- c. Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or to any adjoining property, the Contractor shall act as instructed or authorized by the Owner.
- d. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the Contract Documents.

ARTICLE 17: WEATHER CONDITIONS

In the event of temporary suspension of the work, or during inclement weather, or whenever the Owner shall direct, the Contractor shall, and shall cause his/her subcontractors to protect carefully his/her and their work and materials against damage or injury from weather. If, and in the opinion of the Owner, any work or materials are damaged or injured by reason of failure to protect them on the part of the Contractor, or any of his/her subcontractors, or otherwise damaged or injured by the Contractor's negligence, or are found to be defective; such material or work shall be removed and replaced at the expense of the Contractor.

The Contractor shall be responsible to notify the Owner at least twenty-four (24) hours before performing any paving operations. The Owner will verify whether the weather conditions are acceptable or not for the proper handling or finishing of the bituminous mixtures. If, in the opinion of the Owner, the weather conditions will produce a wet surface, then the Owner will contact the Contractor to cancel the paving operations. Bituminous concrete pavement shall not be placed on any wet surface or during rain.

ARTICLE 18: THE OWNER'S AUTHORITY

The Owner shall give all the orders and directions contemplated under this Contract and specifications relative to the execution of the work. The Owner shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and construction thereof. The Owner's estimates and decisions shall be final and conclusive,

except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or specifications, the determination or decision of the Owner shall be a condition precedent to the right of the Contractor to receive any money for payment for work under this Contract affected by such questions. The Owner shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found to be obscure or in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor and other contractors performing work for the Owner, shall be adjusted and determined by the Owner.

ARTICLE 19: ALL WORK SUBJECT TO CONTROL BY THE OWNER

- a. In the performance of the work, the Contractor shall abide by all orders, directions, and requirements of the Owner; and shall perform all work to the satisfaction of the Owner; and at such times and places, by such methods, and in such manner and sequence as the Owner may require. The Owner shall determine the amounts, quality, acceptability, and fitness of all parts of the work. The Owner shall interpret the plans, specifications, contract documents, all other documents, and the extra work orders. The Owner shall also decide all other questions in connection with the work. The Contractor shall employ no plant, equipment, materials, methods or men to which the Owner objects and shall remove no plant, materials, or equipment or other facilities from the work site without the Owner's permission. Upon request, the Owner will confirm in writing any oral order, direction, requirement, or determination.
- b. Inspectors shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. The presence or absence of an inspector shall not relieve the Contractor from any requirements of the Contract. In case of any dispute arising between the Contractor and the inspector as to materials furnished or the manner in which the work being executed, the inspector shall have the authority to reject material or suspend work until the question has been decided by the Owner. The inspector shall not be authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to approve or accept any portion of the work, nor to issue any instructions contrary to the plans and specifications. The inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding the Owner, or the Engineer in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.

ARTICLE 20: THE OWNER'S CONTROL NOT LIMITED

The enumeration in this Contract of particular instances in which the opinion, judgment, discretion, or determination of the Owner shall control or in which the work shall be performed to his/her satisfaction or subject to his/her approval or inspection, shall not imply that only

matters similar to those enumerated shall be governed and performed, but without exception all the work shall be so governed and performed.

ARTICLE 21: RIGHT OF THE OWNER TO TERMINATE THE CONTRACT

In the event that any of the provisions of this Contract are violated by the Contractor, or any of his/her subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. If within ten (10) days such violation or delay shall not cease and satisfactory arrangement of correction made, the Contract shall, at the expiration of the ten (10) days, cease and immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the power to take over and perform the Contract, provided, however that if the Surety does not commence performing thereof within ten (10) days from the date of mailing to such Surety of Notice of Termination, the Owner may take over the work and prosecute the same to completion by Contract or force account at the expense of the Contractor, and the Contractor and his/her Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby.

ARTICLE 22: INTERPRETATION OF THE PLANS AND SPECIFICATIONS

Except for the Contractor's executed set, all plans and specifications are the property of the Owner. The Owner will furnish the Contractor, without charge, four (4) sets of the plans and specifications. Additional sets will be furnished upon request, at actual cost of reproduction. Such plans and specifications are not to be used on other work and those sets in usable condition shall be returned to the Owner upon request at the completion or cessation of the work or termination of the Contract.

The Contractor shall keep one (1) copy of the plans and specifications at the work site at all times and shall give the Owner and their representative's access thereto. Anything on the plans and not mentioned in the specifications, or anything in the specifications that is not shown on the plans shall have the same force and effect as if mentioned in both. In case of conflict or inconsistency between the plans and the specifications, the specifications shall take precedence. Any discrepancy in the figures and the plans shall be immediately submitted to the Owner for decision and the decision of the Owner shall be final. In case of differences between small and large scale drawings, the large scale drawings shall take precedence.

ARTICLE 23: INSPECTION

The authorized representatives and agents of the Owner shall be permitted to inspect all work materials, payrolls, records of personnel, invoices for materials, and other relevant data and records.

ARTICLE 24: SCHEDULES, REPORTS, RECORDS, AND DATA

The Contractor and each of his/her subcontractors, shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning the work performed under this Contract.

Prior to the first partial payment estimate the Contractor shall submit construction progress schedules showing the order in which he proposes to carry-on the work; including dates at which he/she will start the various parts of the work and an estimate date of completion of each part.

ARTICLE 25: RIGHTS-OF-WAY AND SUSPENSION OF WORK

Land and rights-of-way for the purpose of this Contract shall be furnished by the Owner to the extent shown on the plans; the Owner will use due diligence in acquiring said lands and rights-of-way cannot be obtained before work on the project begins, rights-of-way cannot be obtained before work on the project begins, the Contractor shall begin his/her work upon such land or rights-of-way as have been previously acquired by the Owner, and no claims for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and rights-of-way. Should the Owner be prevented or enjoined from preceding with the work, or from authorizing its prosecution, either before or after the commencement by reason of litigation, or by reason of its inability to procure the lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert a claim for damages by reason of the said delay, or to withdraw from the Contract except by consent of the Owner. Time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

ARTICLE 26: SUBCONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award work to any subcontractor other than those listed in his/her bid, without the prior written approval of the Owner, which approval will not be given until the Contractor submits a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work, to bind the subcontractors to the contract documents insofar as applicable to the subcontract work and to give the Contractor the same power as regards to terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the contract documents.

Nothing contained in this contract shall create any contractual relationship between the Owner and any subcontractor.

ARTICLE 27: ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without the written consent of the Owner. In case the Contractor assigns all or part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in

and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, or corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

ARTICLE 28: MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other contractor or subcontractor shall suffer loss or damage to the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any such claim.

ARTICLE 29: SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with the construction of the contemplated work of the project, or contiguous projects with the Owner. The Contractor, therefore, will afford to any such other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, will properly connect and coordinate his/her work with theirs, and will not commit or permit any act which will interfere with the performance of their work.

The Contractor shall coordinate his/her operations with those of other contractors. Cooperation will be required in the arrangement for storage of materials and in the detailed execution of the work. Failure by the Contractor to keep informed on the progress of the work, or failure to give notice of the lack of progress or defective workmanship by others, shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with and performance of his/her own work.

ARTICLE 30: WAGE RATES

There shall be paid each laborer or craftsman of the Contractor or Subcontractor engaged in work on the project under this Contract, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and any such laborers and craftsmen, not less than the minimum hourly wage rates determined by the Department of Labor as prevailing in the construction industry for various classifications of work to be performed. The current prevailing wage rates have been provided in Section 00620 of this document.

The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

ARTICLE 31: WAGE UNDERPAYMENTS AND ADJUSTMENTS

The Contractor agrees that in the case of underpayment of wages to any worker on the project under this Contract by the Contractor or any of his/her subcontractors, the Owner will withhold from the Contractor out of payments due to him, an amount sufficient to pay such worker that difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked, and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amount withheld is pursuant to this article may be in addition to the percentages to be retained by the Owner pursuant to other provisions of this Contract.

ARTICLE 32: PAYMENT OF EMPLOYEES

The Contractor and each of his/her subcontractors shall pay each of their employees engaged in the work on the project under this Contract in full, in cash, and not less than once a week, less legally required deductions, provided, that when circumstances render payment in cash unfeasible or impracticable, then payment by check may be effected upon consideration that funds are made available in a local bank and checks may be cashed without charge, trade requirements, or inconvenience to the worker.

ARTICLE 33: NON-DISCRIMINATION IN EMPLOYMENT

In connection with the performance of the work under this Contract, the Contractor agrees not to discriminate against employee because of race, religion, color, or national origin. The aforesaid provisions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

ARTICLE 34: APPRENTICES

Apprentices shall be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, United States Department of Labor; or if no such council exists in a State, under a program registered with the Bureau of Apprenticeship, United States Department of Labor.

ARTICLE 35: SAFETY AND HEALTH REGULATIONS

These Contract Documents, and the joint and several phases of construction hereby contemplated, are to be governed, at all times, by the applicable provisions of the Federal law (s) including but not limited to the following:

- a. Williams-Steiger Occupational Safety and Health Act, 1970, Public Law 92-596;
- b. Part 1910 of the Occupational Safety and Health Standards, chapter XVII of Title 29, Code of Federal Regulations.

- c. This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to become familiar with the requirements of these regulations.

In the event of any inconsistencies between the above laws and regulations and the provisions of these Contract Documents, the laws and regulations shall prevail.

ARTICLE 36: SHOP OR SET DRAWINGS

- a. The Contractor shall submit promptly to the Engineer, before any shop work is commenced, six (6) prints or one (1) reproducible and four (4) prints of shop drawings as prepared in accordance with a schedule predetermined by the Contractor. After examination of such drawings by the Engineer, and the return thereof, if resubmission is required the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with eight (8) prints or one (1) reproducible and four (4) prints of corrected copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor will, nevertheless, be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Engineer in writing of any deviations at the time he furnishes the drawings.
- b. Shop drawings of all fabricated work shall be submitted to the Engineer for approval and no work shall be fabricated by the Contractor until approval has been given by the Engineer.
- c. The Contractor shall submit all shop and setting drawings on dates sufficiently in advance of requirements to enable the Engineer ample time for reviewing the same, including time for correcting, resubmission and reviewing, if necessary, and no claim for delay will be granted the Contractor by reason of his/her failure in this respect.
- d. All shop drawings submitted must bear the stamp of the Contractor as evidence that the drawings have been checked by him. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for re-submissions. If the shop drawings show deviations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his/her letter of transmittal to the Engineer, in order that an acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract Documents of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his/her letter of transmittal to the Engineer, in order that an acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for

executing the work in accordance with the Contract Documents even though the shop drawings have been approved.

- e. Where shop drawings are submitted by the Contractor that indicate a departure from the Contract which the Engineer deems to be a minor adjustment in his/her interest and not involving a change in the contract price or extension of time, the Engineer may approve the drawings but the approval will contain in substance, the following:

"The modification shown on the attached drawings is approved on the interest of the Owner to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the contract price or an extension of time, that it is subject generally to all contract stipulations and covenants; and that it is without prejudice to any rights of the Owner under the contract and bond or bonds."

- f. The approval of the shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve him of the responsibility for any error which may exist.
- g. The Contractor agrees to hold the Engineer and the Owner harmless and defend them against damages or claims from damages arising out of injury to others or property of third persons which result from errors on shop, working, or setting drawings whether or not they have been approved by the Engineer and/or the Owner.

ARTICLE 37: ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Owner will prepare a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing, and installation of materials, supplies, and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with the progress of the work.

ARTICLE 38: MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever, necessary to protect, execute, complete, and deliver the work within the specified time.

If approved by the Owner, any work necessary to be performed after regular hours; on Saturdays, Sundays or legal holidays; shall be performed by the Contractor without additional expense to the Owner.

ARTICLE 39: CONTRACTOR'S TITLE TO MATERIALS

No material, supplies, or equipment for the work shall be purchased by the Contractor or any subcontractor, subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work and further warrants upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens or charges, or encumbrances and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 40: INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be new and of current manufacture. Inspection and Testing will be done in accordance with accepted standards, as directed by the Owner and as required by the Contract Documents and Specifications.

All materials and workmanship shall be subject to inspection, examination, and testing by the Owner or its representative at any and all times during manufacture and/or construction and at any and all places where such manufacture and or construction is carried on, to establish conformance with these specifications and suitability for uses intended. Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor, and materials necessary to make tests so required safe and convenient he/she shall also furnish and mill, factory, or other such tests based on the standards and Tentative Standards of the American Society for Testing Materials (A.S.T.M.) as required by the Owner.

ARTICLE 41: "OR APPROVED EQUAL CLAUSE"

- a. Whenever a material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the Owner's opinion. It shall not be purchased or installed without the Owner's written approval.
- b. If two (2) or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the approved equal of the other. Any other brand, make or material, device or equipment, which, in the opinion of the Owner

or his/her authorized agent, is the recognized approval equal of that specified, considering quality, workmanship, and economy of operation, and is suitable for the purpose intended, may be accepted.

- c. If any other material or article is substituted for items shown or specified, the project must result in a savings in the contract price and the Contractor shall submit evidence that the substitute product is equal. Upon approval of the substitute project, the Owner will issue a deductive change order.
- d. If an equipment manufacturer must have a specified period of experience with his/her project, equipment which does not meet with the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

ARTICLE 42: PATENTS

- a. The Contractor shall hold and save the Owner and Engineer harmless from liability of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the Contract, including its use by the Owner.
- b. License and/or royalty fees for the use of a process which is authorized by the Owner must be reasonable, and paid to the holder of the patent, or his/her authorized agent, directly by the Contractor.
- c. If the Contractor uses any design, device or material covered by letters, patent, or copyright he/she shall provide for such use by suitable agreement with the Owner of such patent or copyrighted design, device, or material.
- d. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties, license fees, or costs arising out of the use of such process, design, device, or materials, in any way involved in the work. The Contractor and/or his/her Surety shall indemnify and save the Engineer and the Owner harmless from all claims for infringement by reason of use of such patented material, device or design, in connection with the work under this Contract, and shall indemnify the Engineer and the Owner for any cost, expense, or damage which it may be obligated to pay for reason of such infringement at any time during the prosecution of the work.

ARTICLE 43: SURVEYS, PERMITS, AND REGULATIONS

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the Contract work.

The Contractor shall comply with all laws, regulations, ordinances, orders, and rules relating to the performance of the work, the protection of the adjacent property, and the maintenance of passageways, guard fences, and other protective facilities.

ARTICLE 44: GENERAL INSURANCES

The Contractor shall be responsible for maintaining insurance coverage in force for the life of this Contract of the kind and adequate amounts to secure all of his/her obligations under this Contract and with insurance companies licensed to write such insurance in the State of Rhode Island. The kinds and amounts of such insurance carried shall not be less than the kinds and amounts of insurance coverage designated herein, and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of coverage or the acceptance by the Owner of certificates indicating the kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Owner, the Engineer, and their agents or representatives from any and all claims for damages arising out of the Contract, to either persons or property.

ARTICLE 45: WORKMEN'S COMPENSATION INSURANCE

The Contractor shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on the project who may come within the protection of such laws and shall provide, where practical, Employer's General Liability Insurance for the benefit of his/her employees not protected by such compensation laws and proof of such insurance's satisfactory to the Owner shall be given. Said insurance shall be written with such company as may be acceptable to the Owner and the policy shall be submitted to the Owner for examination. This policy shall be endorsed to provide All States Coverage, Voluntary Compensation Coverage, and Occupational Disease Coverage. Satisfactory certificates of said insurance shall be filed with the Owner in sextuplicate (6) prior to the commencement of operations by the Contractor. The Contractor will be responsible for the provision of proper and adequate Workmen's Compensation for all his/her subcontract operations and in the event that the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the Owner covering each and every subcontractor shall be filed with the Owner prior to the commencement of such subcontract operation.

In the event that the form of any policy or certificate of the amount of the insurance of the companies writing the same are not satisfactory to the Owner, the Contractor shall secure other policies or certificates in form and amount and with such companies that are satisfactory to the Owner. The Contractor shall not cause policies to be cancelled or permit them to lapse and all insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability amounts of insurance until notice has been sent by registered mail to the Owner, stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer evidencing in particular, those insured, the extent of the insurance, the location and operations to which the insurance applies the expiration date, and the above-mentioned notice of cancellation clause. All policies and certificates of insurance shall be delivered to the Owner by the successful bidder

prior to preparation of the construction contract. All insurance specified in this Contract shall be provided by the Contractor, at no additional expense to the Owner.

ARTICLE 46: CONTRACTOR'S COMPREHENSIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE

The Contractor shall carry Comprehensive General Liability Insurance with broad form of Contractual General Liability Endorsement attached, providing for a limit of not less than One Hundred Thousand Dollars (\$100,000) for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one (1) accident; and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident, and subject to a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The insurance shall be placed with such company as may be acceptable to the Owner. The policy shall be submitted to the Owner. The policy shall be submitted to the Owner for examination and satisfactory certification of said insurance shall be filed with the Owner in sextuplet (6). The Contractor will be charged with the responsibility for similar Public Liability protection for all his/her subcontract operations and in the event that the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued or policies by companies that may be acceptable to the Owner covering each and every subcontractor shall be filed with the Owner covering each and every subcontractor and shall be filed with the Owner prior to the commencement of such subcontract operation.

ARTICLE 47: OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall provide the Owner an insurance policy written in the name of the Owner, its employees, servants, and agents, and extended to include the interests of Crossman Engineering, its employees, and agents; to protect the Owner and the Engineer from any liability which might be incurred against them as a result of any operations of the Contractor or his/her subcontractors or their employees. Such insurance shall provide for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of one (1) person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident, and subject to a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

ARTICLE 48: COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the amount of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of any one (1) person; and subject to that limit for each person a total of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and Property Damage coverage in the amount of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property.

ARTICLE 49: INSURANCE COVERING SPECIAL HAZARDS

Special hazards shall be covered by rider or riders to the Public Liability Insurance and Property Damage Insurance policy or policies herein above required to be furnished by the Contractor, or by separate policies of insurance as follows:

- a. Property Damage Liability arising out of the collapse of, or structural injury to any building or structure due to excavation (including borrowing, filling, or backfilling in connection therewith), tunneling, pile driving, cofferdam work, or caisson work, or to moving, shoring, underpinning, razing, or demolition of any building or structure or removal of any rebuilding of any structural support thereof.
- b. Property Damage Liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions, however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery, or power transmitting equipment.
- c. Property Damage Liability for injury or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within the project limits; injury to or destruction of property at any time resulting there from.
- d. The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

ARTICLE 50: FIRE INSURANCE

During the progress of work the Contractor shall effect and maintain BUILDER'S RISK INSURANCE ON COMPLETED VALUE FORM against loss by fire, lightening, windstorm, hurricane, cyclone, tornado, hail, explosion, riot, riot attending strike, aircraft, smoke and vehicle damage, vandalism and malicious mischief upon all work in place and all material stored at the building site, whether or not covered by partial payments made by the Owner. This insurance shall be in an amount equal to one hundred percent (100%) of the insurable portion of the project and shall be for the benefit of the Owner, the Contractor and each Subcontractor as their interest may respectively appear. This insurance shall be placed with such company or companies as may be acceptable to the Owner. The Contractor shall furnish the Owner with certified copies of

the policy of same insurance in sextuplicate (6) copies immediately before preparation of the construction contracts.

If there are any existing adjacent or adjoining structures presently used by the Owner, the risk of the existing adjacent or adjoining structures will be by the Owner.

Policies shall be executed with the construction contract; the policies shall be issued for the protection of the Contractor and the Owner and such Subcontractors as their interest may appear.

ARTICLE 51: COMPENSATION TO BE PAID TO THE CONTRACTOR

- a. The Owner will pay and the Contractor shall receive as full compensation for everything furnished and done by the Contractor under this Contract, the unit prices and lump sum prices set opposite the respective items in the accepted bid form herein contained, and payment for approved extra work. The cost of all work required not specifically included in any items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for assuming all duties, and liabilities, herein required, and for well and faithfully completing the work, and the whole thereof, as herein provided, shall be the responsibility of the Contractor.
- b. The amount of the Contract (accepted bid prices) listed in the bid is based on the estimated quantities and the unit and/or lump sum prices as set forth in the bid. It is understood and agreed that the Contractor will accept as payment the actual measured quantities at the unit and/or lump sum price as set forth in the accepted bid.
- c. The estimated quantities given in the bid proposal for the various items of work are given for the purpose of comparing the bids offered for the work under this Contract and if it is found in the performance of the Contract work that any or all of the said estimated quantities are not even approximately correct the Contractor shall have no claim for anticipated profits, or for loss of profit, or for increase in prices as listed in the accepted bid because of the difference between the quantities of the various items of work actually done and the estimated quantities stated in the accepted bid.
- d. No payment or compensation will be made to the Contractor for damages because of hindrance or delay from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable.

ARTICLE 52: PAYMENTS TO THE CONTRACTOR

- a. At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor shall submit to the Owner a partial payment estimate filled out and signed by the Owner covering the work performed during the period covered by the partial payment estimate and supported by such data as the Owner may reasonably require. If payment is requested with the Owner's permission on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, in accordance with the manufacturers' recommendation and as required by the Owner, the partial payment estimate shall also be accompanied by such supporting data satisfactory to the Owner as will establish the Owner's title to the material and equipment and protect his/her interest therein, including applicable insurance. The Engineer will within ten (10) days after receipt of each partial payment estimate either indicate in writing his/her approval or return the partial payment estimate to the Owner indicating in writing his/her reasons for refusing to approve payment.
- b. The request for payment may also include with the Owner's permission an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site in accordance with the manufacturer's recommendation and as required by the Owner.
- c. Prior to substantial completion, the Owner, with the approval and concurrence of the Owner, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- d. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the Owner of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- e. The Contractor shall indemnify and save the Owner or Owner's representative harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tolls and all supplies incurred in the furtherance of the performance of the work. The Owner shall at the Owner's request furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.
- f. The Owner will hold a five percent (5%) retainage on the entire contract amount until the Owner has approved and accepted the final construction improvements.

ARTICLE 53: TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time of completion of the work as

specified in this Contract are ESSENTIAL CONDITIONS of this Contract, and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

- b. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified, and further that time of completion as agreed upon is reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- c. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty, but as liquidated damages for such breach of Contract as hereinafter set forth for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.
- d. The said amount is fixed and agreed upon by and between the Owner and the Contractor, and said amount is agreed to be the amount of damages the Owner would sustain in such an event as the above-mentioned, and said amount shall be retained from time to time by the Owner from current periodical payments.
- e. It is further agreed that time is of the essence in each and every portion of the Contract and Specifications; where in a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence in this Contract. Provided that the Contractor shall not be charged when the delay in completion of the work is due to:
 - 1. Any preference, priority, or allocation order duly issued by the government, subsequent to the date of the Contract.
 - 2. Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of God, or of the public enemy, act of the Owner, acts of another contractor, fires, floods, epidemics, strikes, and unusually severe weather.
 - 3. Any delays of subcontractors or suppliers approved by the Owner. Provided further that the Contractor shall within ten (10) days from the beginning of the delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner in writing of the causes of the delay and notify the Contractor within a reasonable time of its decision in the matter.

- f. The Completion Date, as certified by the Engineer when the construction of the project (and all parts thereof) is fully completed in accordance with the Contract Documents, consisting of the satisfactory fulfillment, in the opinion of the Engineer, of all punch list items, correction of any defective work, start-up/training, testing of equipment, submission and approval of Operations and Maintenance Manuals and record drawings. Should the Completion not be achieved by the Contractor within the Contract Time, or extension of time granted by the Owner, then the provisions of liquidated damages shall apply.

ARTICLE 54: CORRECTION OF WORK

All work, materials, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner, who shall be the final judge of the quality and suitability of the work performed under this Contract. Should any of the work performed fail to meet with his/her approval, it shall be forthwith constructed, made good, replaced, and/or corrected as the case may be, by the Contractor, at his/her own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the Owner, it is undesirable to replace, reconstruct, or correct any of the work not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor shall be reduced by such amounts as in the judgment of the Owner shall be equitable.

ARTICLE 55: CHANGES IN THE WORK

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved changes shall be determined in accordance with Section 00830 Change Orders.

ARTICLE 56: EXTRAS

- a. The Owner may, at any time, without notice of the sureties, by written order designated or indicated to be a Change Order, make any change in the work within the general scope of this Contract, including but not limited to changes:
1. In the Specifications (including drawings and designs);
 2. In the method or manner of performance of the work;
 3. In the Owner-furnished facilities, equipments, materials, services, or site;
or
 4. Directing acceleration in the performance of the work.
- b. Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the Owner, which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Owner written notice stating the

date, circumstances and source of the order and that the Contractor regards the order as a Change Order.

- c. Except as herein provided, no order, statement, or conduct of the Owner shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- d. If any change, by change order, causes an increase or a decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly: Provided, however, that no claim for any change order (b) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required: and, provided, further, that in case of defective specifications for which the Owner is responsible, the equitable adjustment shall include only increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.
- e. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he/she must, within thirty (30) days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Owner a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under (b) above, submit to the Owner a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under (b) above.
- f. No claim by the Contractor for an equitable adjustment hereunder for any amount shall be allowed unless agreed to by Change Order prior to the work being done.

ARTICLE 57: CLAIMS FOR EXTRA COST

No claims for extra work or cost will be allowed unless the same were done in pursuance of a written order of the Owner as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When the work is performed under terms specified elsewhere in the Contract, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and upon the Owner's request, give him/her full access to the accounts relating thereto.

ARTICLE 58: FINAL ACCEPTANCE OF THE FINAL PAYMENT CONSTITUTES RELEASE

- a. **SUBSTANTIAL COMPLETION** - Upon written notice from the Contractor of presumptive substantial completion of the project, the Engineer will make an inspection. If all work provided for in the Contract is found completed to his satisfaction, that inspection shall constitute substantial completion inspection.

The Engineer shall make a written acceptance of the physical work, which shall relieve the Contractor from further responsibility of the physical work except for the maintenance of seeded surfaces required prior to final acceptance.

- b. FINAL COMPLETION - Upon written notice from the Contractor of presumptive final completion of the project, the Engineer will make an inspection. If all work provided for in the Contract, including final seeded surfaces, is found completed to his satisfaction, that inspection shall constitute final inspection. The Engineer shall make a written acceptance of the physical work, which shall relieve the Contractor from further responsibility only with respect to the physical work, not withstanding any other warranties remaining in effect under the terms of the Contract. Subsequent to the final acceptance of the physical work and upon compliance with the terms of the Contract relating to submission of required reports or other documents, the Engineer will recommend final acceptance of the Contract to the Owner.
- c. The acceptance of the Final Payment by the Contractor shall be and shall operate as a release to the Owner for all claims and all liability to the Contractor for all items done or furnished in connection with this work and for every act or neglect of the Owner and others relating to or arising out of this Work. No payment, however, final or otherwise, shall operate as a release of the Contractor or his/her Surety from any obligations under this Contract or the performance and payment bond.

END OF SECTION 00700

SECTION 00800**SUPPLEMENTAL CONDITIONS****TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1: SCOPE OF WORK.....	1
ARTICLE 2: PROVISION FOR FLOW OF PRESENT DRAINAGE.....	1
ARTICLE 3: WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.....	1
ARTICLE 4: CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES	1
ARTICLE 5: PROTECTION OF LANDSCAPING	2
ARTICLE 6: REMOVAL OF WATER AND PROTECTION FROM FLOODING	2
ARTICLE 7: HURRICANE PROTECTION	2
ARTICLE 8: CONFORMANCE WITH DIRECTIONS.....	2
ARTICLE 9: PROTECTION AGAINST HIGH WATER AND STORM	2
ARTICLE 10: SEQUENCE OF THE WORK.....	3
ARTICLE 11: COMPETENT HELP TO BE EMPLOYED	3
ARTICLE 12: STREETS AND SIDEWALKS TO BE KEPT OPEN	3
ARTICLE 13: LIGHTS, BARRIER, WATCHMEN, AND INDEMNITY	3
ARTICLE 14: NIGHT WORK.....	4
ARTICLE 15: WORK IN COLD WEATHER.....	4
ARTICLE 16: RESERVED MATERIALS	4
ARTICLE 17: DISPOSAL OF MATERIALS	4
ARTICLE 18: INTERFERENCE WITH EXISTING STRUCTURES	5
ARTICLE 19: TURF, TOPSOIL, AND OTHER REPLACED ITEMS	5

ARTICLE 20: MATERIALS.....	5
ARTICLE 21: DEFECTIVE MATERIALS AND TESTING	5
ARTICLE 22: SANITARY REGULATIONS	6
ARTICLE 23: SPIRITUOUS LIQUORS	6
ARTICLE 24: FINISHING AND CLEANING UP	6
ARTICLE 25: CLEAN-UP AT CONTRACTOR'S EXPENSE.....	6
ARTICLE 26: RIGHTS OF ACCESS.....	7
ARTICLE 27: LOADING	7
ARTICLE 28: EXISTING UTILITIES OR CONNECTIONS	7
ARTICLE 29: COMPLETENESS OF THE WORK	7
ARTICLE 30: CARE OF THE WORK.....	8
ARTICLE 31: INDEMNITY	8
ARTICLE 32: FIRE PREVENTION AND PROTECTION	8
ARTICLE 33: WORK BY OTHERS	8
ARTICLE 34: CHANGES AND MODIFICATIONS	8
ARTICLE 35: CONSTRUCTION SCHEDULE.....	9
ARTICLE 36: FIRE AND POLICE NOTIFICATION	9
ARTICLE 37: TEMPORARY POWER.....	9
ARTICLE 38: FAILURE TO REPAIR	9
ARTICLE 39: UNIFORMED POLICE PROTECTION.....	9
ARTICLE 40: BLASTING AND EXPLOSIVES	10
ARTICLE 41: DIFFERING SITE CONDITIONS.....	10
ARTICLE 42: SUSPENSION OF WORK	10
ARTICLE 43: TERMINATION FOR DEFAULT; DAMAGES FOR DELAY; TIME EXTENSIONS	11
ARTICLE 44: TERMINATION FOR CONVENIENCE.....	12

ARTICLE 45: AUDIT, ACCESS TO RECORDS	16
ARTICLE 46: COVENANT AGAINST CONTINGENT FEES	17
ARTICLE 47: GRATUITIES	17
ARTICLE 48: CONTRACTOR TO LAY OUT HIS/HER OWN WORK	17
ARTICLE 49: SUBSURFACE STRUCTURES AND UTILITIES	18
ARTICLE 50: PROTECTION OF CONSTRUCTION FEATURES	18
ARTICLE 51: ARBITRATION	18

SECTION 00800**SUPPLEMENTAL CONDITIONS****ARTICLE 1: SCOPE OF WORK**

The Contractor shall furnish all labor, materials, supplies, equipment, and other facilities, necessary to complete the work contemplated by this Contract as required by and in strict accordance with the plans, specifications, and addenda and/or required by and in strict accordance with such changes as ordered and approved pursuant to this Contract and the Contractor shall perform all other obligations imposed on him/her by this Contract. The Contractor shall be responsible for materials delivered and work performed until completion and final acceptance. Upon completion of the Contract, the work shall be delivered complete and undamaged.

ARTICLE 2: PROVISION FOR FLOW OF PRESENT DRAINAGE

The Contractor shall provide provision for the flow in all sewers, drains, and watercourses that are met or altered during the construction and all connections shall be restored without extra charge. All offensive matter shall be removed immediately with such precautions as may be directed. If required, the Contractor shall install temporary bypass connections for sewer, drains, and water facilities to provide uninterrupted or continuous service during the work of construction.

ARTICLE 3: WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS

The work, during its progress and at its completion, shall conform to the lines and grades shown on the drawings and to the directions given by the Owner from time to time, subject to such modifications or additions as he/she shall determine to be necessary during the execution of the work; and in no case will any work be paid in excess of such requirements. The work shall also be accomplished in accordance with the data in these specifications.

ARTICLE 4: CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES

The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him/her by the Owner, and shall notify the Owner of all errors therein which he/she may discover by examining and checking the same. The Contractor shall not take advantage of any error or omissions in these specifications, drawings, or schedules. The Owner will furnish all instructions should such error or omissions be discovered, and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 5: PROTECTION OF LANDSCAPING

The Contractor shall take special care to preserve and protect from injury all trees and other permanent structures (e.g. retaining walls, dry stone walls) located along the lines of construction, and no such trees shall be cut down, trimmed, or otherwise cut without permission from the Owner.

ARTICLE 6: REMOVAL OF WATER AND PROTECTION FROM FLOODING

The Contractor shall construct and maintain all pumps, drains, well points or any other facilities for the control, collection, and disposal of groundwater or surface and subsurface water encountered in the performance of the Contract work and provide all pumps, piping and ditching for the removal of water from the trenches and excavations so that all trenches and excavations may be kept free from water at all times and so work under this Contract may be performed in the dry. Any damage to existing work or to the Contract work resulting from the failure of the Contractor's dewatering operations, shall be repaired by the Contractor, as directed by the Owner, at no additional expense to the Owner. The Contractor's dewatering and pumping operations shall be carried out in such a manner that no loss of ground will result from these operations. Precautions shall be taken to protect new and existing work from flooding or damage during storms or other causes. There will be no separate payment for dewatering or water removal operations.

ARTICLE 7: HURRICANE PROTECTION

Should hurricane warnings be issued, the Contractor shall take every precaution to minimize danger to person, to the work and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and equipment from exposed locations, and removing all scaffolding and other temporary work.

ARTICLE 8: CONFORMANCE WITH DIRECTIONS

The Owner may make alterations to the line, grade, plan, form, dimension, or materials of the work, or any part thereof, either before or after the commencement of construction. Should such alterations diminish the quality included in any item of work to be done and paid for at a unit price, the Contractor shall have no claim for damages or for anticipated profits on the work that thus may be dispensed with. If they increase the quantity included in any such item, such increase shall be paid for at the stipulated prices.

ARTICLE 9: PROTECTION AGAINST HIGH WATER AND STORM

The Contractor shall take precautions to prevent damage to work or equipment by high water or by storms. The Owner may prohibit the carrying out of work at any time when in his/her judgement high waters or storm conditions are unfavorable or unsuitable, or at any time regardless of the weather when proper precautions are not being taken to safeguard previously constructed work or work in progress.

In case of damage caused by failure of the Contractor to take adequate precautions, the Contractor shall repair or replace equipment damaged and shall make such repairs or rebuild parts of the damaged work as the Owner may require, at no additional cost to the Owner.

ARTICLE 10: SEQUENCE OF THE WORK

The Contractor shall be required to prosecute his/her work in accordance with a schedule prepared by him/her in advance and in accordance with additional requirements specified herein and approved by the Owner. This scheduling shall state the methods and shall forecast the times of doing each portion of the work. The Contractor shall have schedule approved by the Owner before beginning any portion of the work.

ARTICLE 11: COMPETENT HELP TO BE EMPLOYED

The Contractor shall employ experienced foremen, craftsmen and other workmen competent in the work in which they are to be engaged.

ARTICLE 12: STREETS AND SIDEWALKS TO BE KEPT OPEN

The Contractor shall at all times keep the streets and highways in which he/she may be working open for pedestrian and vehicular traffic, unless approved in writing by the Owner. If in the opinion of the Owner, the interest of abutters and the public requires it, the Contractor shall bridge or construct planking across trenches at street crossings and roads or private ways. The Contractor shall conduct his/her work in such a manner as the Owner may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it.

The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus with provisions for the apparatus so it can travel along the line of the pipe installations.

ARTICLE 13: LIGHTS, BARRIER, WATCHMEN, AND INDEMNITY

The Contractor shall erect and maintain such barriers, lighting, warning lights, danger warning signals, and signs that will prevent accidents during the construction work and protect the work and insure the safety of personnel and the public at all times and places; the Contractor shall indemnify and protect the Owner and Engineer in every respect from injury or damage whatsoever caused by any act of neglect by the Contractor or his/her subcontractors, or their servants or agents.

In addition to the above, when and as necessary, or when required by the Owner, the Contractor shall post signs and employ watchmen or flagmen for the direction of traffic at the site and for excluding at all times unauthorized persons from the work site, for which the Contractor shall be paid no additional compensation.

The Contractor shall be responsible for excluding at all times from the land within the easement areas, all persons not directly connected with the work.

All work occurring on state and local streets shall be clearly identified, protected and the public's safety ensured by erection of signs, barriers and all other provisions as outlined in the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways; issued by the U.S. Department of Transportation, Federal Highway Administration, 2009 Edition with revisions; Part 6, Temporary Traffic Control.

ARTICLE 14: NIGHT WORK

Night work, or work on Saturdays, Sundays, or legal holidays will not be permitted except in case of an emergency, and only upon the approval of the Owner, or as required by the Contract Documents. Should it be necessary for the Owner to operate an organization for continuous night work or for emergency night work; the lighting, safety and other facilities which are deemed necessary shall be provided by the Contractor. Compensation for this work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the Bid, and no extra compensation will be paid by the Owner. Night work required per the Contract Documents shall be fully executed in accordance with the Contract Documents at no additional cost to the Owner.

If the Contractor must work beyond the regular work week in order to complete the project within the contract time, all expenses of the Engineer and his/her personnel required for inspection or observation will be deducted monthly from any sums due or which will become due to the Contractor.

ARTICLE 15: WORK IN COLD WEATHER

The Owner may determine when conditions are unfavorable for work and may order the work, or any portion thereof, suspended whenever, in his/her opinion, the conditions are not such as will insure first class work.

ARTICLE 16: RESERVED MATERIALS

Materials found on the work site suitable for any special use, shall be preserved for that purpose. Where permitted, the Contractor may use in the various parts of the work, without charge, any materials taken from the excavation.

ARTICLE 17: DISPOSAL OF MATERIALS

The materials used in the construction of the work, shall be deposited in such manner so they will not endanger persons or the work, and so that free access may be had at any time to all hydrants and gates in the vicinity of the work. The materials shall be kept trimmed up so that as little inconvenience as possible to the public or adjoining tenants is caused.

ARTICLE 18: INTERFERENCE WITH EXISTING STRUCTURES

The Contractor shall be responsible for all broken mains or utilities encountered during the progress of the work and shall repair and be responsible for correcting all damages to existing utilities and structures at no additional cost to the Owner. The Contractor shall contact the proper utility or authority to correct or make any changes due to utilities or other obstructions during the work of construction, but the entire responsibility and expense shall be with the Contractor.

All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the property Owner and/or the Owner, and at no additional expense to the Owner.

ARTICLE 19: TURF, TOPSOIL, AND OTHER REPLACED ITEMS

Where the system is constructed through cultivated or sodded lands, the Contractor shall save the turf and topsoil leaving the land as nearly as possible in its original condition. Trees, fences, walls, walks, and such other items must not be damaged. Any damaged items shall be replaced or repaired by the Contractor at no additional expense to the Owner.

ARTICLE 20: MATERIALS

All material furnished and used in the completed work shall be new; of best quality, workmanship, and design; and recognized as standard in the work to be done under this Contract. Whenever a specification number of reference is given the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform with those standards adopted by the Owner. Preference in manufacture shall be given to adopted standards and the Contractor shall further familiarize himself with the requirements of the Owner when the occasion or choice of materials so demands.

ARTICLE 21: DEFECTIVE MATERIALS AND TESTING

No materials shall be laid or used which are known, or may be found to be in any way defective. Any materials found to be defective at the site of work or upon installation shall be replaced by the Contractor at his/her own expense. Notice shall be given to the Owner of any defective or imperfect material. Defective or unfit material found to have been laid, shall be removed or replaced by the Contractor with sound and unobjectionable material without additional cost to the Owner.

All materials furnished by the Contractor are subject to thorough inspection and tests by the Owner.

The Contractor shall submit samples, as required by the Owner, of the various materials used on the Contract work for testing purposes.

All ordering lists shall be submitted by the Contractor to the Owner for approval and shall be approved before the ordering of the materials.

ARTICLE 22: SANITARY REGULATIONS

Adequate sanitary conveniences for use of workman on the premises, properly secluded from public observance, shall be provided and maintained by the Contractor, in accordance with local and State health requirements, and in such a manner and at such points as shall be approved by these authorities, and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to the Owner and the local and State authorities. Under no circumstances shall sanitary wastes be allowed to flow on the surface of the ground.

The Contractor shall rigorously prohibit the committing of nuisances upon the lanes or rights-of-way of the Owner, about the work, or upon adjacent public or private property.

The cost of sanitary conveniences and maintaining the same will be considered to be included in the prices stipulated for the appropriate items of work as listed in the Bid, and not as a separate payment.

ARTICLE 23: SPIRITUOUS LIQUORS

The Contractor shall neither permit nor suffer the introduction of spirituous liquors upon the work embraced in this Contract, nor the use of the same.

ARTICLE 24: FINISHING AND CLEANING UP

In completing his/her operations, the Contractor shall immediately remove all surplus material, tools, and other property belonging to him/her, leaving the entire street or surroundings free and clean and in good order, at no additional expense to the Owner. The Contractor shall exercise special care in keeping the rights-of-way and private lands upon which work is performed free and clean of all debris, and shall remove all tools and other property when they are not in use. The costs of finishing and clean-up will be considered to be included in the prices stipulated for the appropriate items of work as listed in the Bid, and not as a separate payment, except for cleaning and sweeping pavement.

ARTICLE 25: CLEAN-UP AT CONTRACTOR'S EXPENSE

In case the Contractor fails or neglects to promptly remove all surplus materials, tools, and incidentals after backfilling, leaving the street or surrounding area clean and free of debris, and do the required temporary or permanent paving when stipulated or ordered, the Owner may, after twenty-four (24) hours notice, cause the work to be done and the cost thereof deducted from any payment due to the Contractor.

ARTICLE 26: RIGHTS OF ACCESS

Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work area. The Owner or any other contractors employed by him/her, the various utility companies, contractors or subcontractors employed by State or Federal agencies, or any other agencies involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of the area as is directed or necessary. When the territory of one contract is the convenient means of access to the other, the Contractor shall arrange his/her work in such a manner as to permit such access to the other and prevent unnecessary delay to the work as a whole.

ARTICLE 27: LOADING

No part of the structures involved in this Contract shall be loaded during construction with a load greater than it is calculated to carry with safety. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible under his/her Contract and bond.

ARTICLE 28: EXISTING UTILITIES OR CONNECTIONS

The Contractor shall assume that there are existing water and other utility connections to each and every building in route, whether they appear on the drawings or not. Any expense and/or delay occasioned by utilities and structures or damage thereto, including those not shown, shall be the responsibility of the Contractor, at no additional expense to the Owner.

Before proceeding with construction operations, the Contractor shall make such supplemental investigations, including exploratory excavations by hand digging, as he/she deems necessary to uncover and determine the exact locations of utilities and structures and shall have no claims for damages due to encountering subsurface structures and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than those shown on the drawings, or which are made known to the Contractor prior to construction operations. The Contractor shall be responsible and liable for all damages to existing utilities and structures. The costs of this work will be considered to be included in the prices stipulated for the appropriate items of work as listed in the Bid, and not as a separate payment.

ARTICLE 29: COMPLETENESS OF THE WORK

In addition to the specified or described portions of the work, all other work and all other materials, equipment and labor of whatever description, necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications; such work, labor, materials, and equipment shall be provided by the Contractor, and payment therefore shall be considered as having been included in the prices stipulated for the appropriate item of work listed in the Bid.

ARTICLE 30: CARE OF THE WORK

The Contractor shall be responsible for all damages to persons or property that occur as a result of his/her fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the Owner, whether or not the same has been covered by partial payments made by the Owner.

ARTICLE 31: INDEMNITY

The Contractor shall at all times indemnify and save harmless the Owner and the Engineer, their servants and agents, from any and all claims and from any suits, litigations, damages, losses or the like arising out of injuries sustained or alleged to have been sustained by any persons or property in connection with the Contract work, caused in whole or in part by acts or omissions of the Contractor, his/her subcontractors, material men or anyone directly or indirectly connected with the Contract work.

ARTICLE 32: FIRE PREVENTION AND PROTECTION

All State and municipal rules and regulations with respect to fire prevention, fire-resistant construction, and fire protection shall be strictly adhered to and all work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

All fire protection equipment such as water tanks, hoses, pumps, extinguishers, and other materials, and apparatus, shall be provided for the protection of the Contract work, temporary work, and adjacent property. Trained personnel experienced in the operation of all fire protection equipment and apparatus shall be available on the site whenever work is in progress, and at such other times as may be necessary for the safety of the public and the work.

ARTICLE 33: WORK BY OTHERS

The Owner reserves the right to do any other work which may be connected with, or become a part of, or be adjacent to the work embraced by this CONTRACT, at any time, by Contract or otherwise. The Contractor shall not interfere with the work of such others as the Owner may employ, and shall execute his/her own work in such a manner as to aid in the execution of the work of others as may be required. No backfilling of trenches or excavations will be permitted until such work by the Owner is completed.

ARTICLE 34: CHANGES AND MODIFICATIONS

The Owner reserves the right to delete or cancel any item or items or parts thereof as listed in the Bid, without recourse by the Contractor. The Owner also reserves the right to add any item as listed in the bid. The compensation to be paid to the Contractor for such additional extensions, appurtenances, or items shall be made under the applicable items in the Bid. If no applicable items are provided in the Bid, the compensation to be paid the Contractor shall be set forth under the article entitled "Changes in the Work" as found in the GENERAL CONDITIONS.

ARTICLE 35: CONSTRUCTION SCHEDULE

In addition to other requirements specified, and within five (5) days after written Notice to Proceed, the Contractor shall confer with the Owner for the purpose of drafting a construction schedule satisfactory to the Owner which is to include all the work under this Contract. The Contractor shall perform the work of this Contract to conform with the schedule as approved by the Owner, except that the Owner reserves the right to amend and alter the construction schedule at any time, in a manner which is deemed to be in the best interest of the Owner to do so. The Contractor shall arrange his/her work to conform with this schedule as it may be revised from time to time by the Owner, at no additional expense to the Owner. The Contractor shall notify the Owner immediately of any circumstances which may affect the performance of the work in accordance with the current construction schedule.

ARTICLE 36: FIRE AND POLICE NOTIFICATION

If it becomes necessary at any time to temporarily barricade a street or cause detours to be put up, or rerouting of traffic, the Engineer, Rhode Island Department of Transportation (RIDOT) Project Manager, Fire Department, Police Department and School Department shall be notified by the Contractor, and their consent obtained forty-eight (48) hours before any such action is initiated.

ARTICLE 37: TEMPORARY POWER

The Contractor shall make all the necessary arrangements with the power company for providing temporary electric power for his/her use, if necessary. All unauthorized sources of power, such as neighboring homes, shall be prohibited.

ARTICLE 38: FAILURE TO REPAIR

Any emergency rising from the interruption of electric, gas, water, or sewer service due to the activities of the Contractor, shall be repaired by the Contractor as quickly as is possible.

If and when, in the opinion of the Owner, the Contractor is not initiating repair work as expeditiously as possible upon notification to do so, the Owner may, at his/her own option, make the necessary repairs using his/her own forces or those of others. The cost of such repairs shall be subtracted from the payments due to the Contractor.

ARTICLE 39: UNIFORMED POLICE PROTECTION

The Contractor shall coordinate his/her operations with the local Police Department who will regulate traffic flow on the streets on which work is being done. The Public Works Department and the Police Department will determine the need for Traffic Police on the job. If it is so determined that the location of the work with respect to traffic requires Traffic Police, the Contractor shall arrange for uniformed police officers as may be necessary. The Contractor shall be compensated for police detail through an allowance item listed on the Bid Form.

The presence of Traffic Police shall in no way relieve the Contractor of any responsibility or liability which is his/her under the terms of the Contract.

ARTICLE 40: BLASTING AND EXPLOSIVES

No blasting and explosives shall be allowed on this project.

ARTICLE 41: DIFFERING SITE CONDITIONS

- a. The Contractor shall promptly and before such conditions are disturbed, notify the Owner in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Owner shall promptly investigate the conditions, and if he/she finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- b. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the Owner.
- c. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

ARTICLE 42: SUSPENSION OF WORK

The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he/she may determine to be appropriate for the convenience of the Owner.

- a. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner in administration of this Contract, or by his/her failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any provision of this Contract.

- b. No claim under this clause shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Owner in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable, after the termination of such suspension, delay or interruption, but not later than the date of final payment under the Contract.

ARTICLE 43: TERMINATION FOR DEFAULT; DAMAGES FOR DELAY; TIME EXTENSIONS

- a. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his/her right to proceed with the work or such part of the work as to which there has been a delay. In such event the Owner may take over the work and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and a plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he/she and his/her sureties shall be liable for any damage to the Owner resulting from his/her refusal or failure to complete the work within the specified time.
- b. If fixed and agreed liquidated damages are provided in the Contract and if the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Owner in completing the work.
- c. If fixed and agreed liquidated damages are provided in the Contract and if the Owner does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.
- d. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:
 - 1. The delay in the completion of the work arises from causes other than normal weather beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Owner in either its sovereign or contractual capacity, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or

suppliers arising from causes other than normal weather beyond the control and without the fault of negligence of both the Contractor and such subcontractors or suppliers; and

2. The Contractor, within ten (10) days from the beginning of any such delay (unless the Owner grants a further period of time before the date of final payment under the Contract), notifies the Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his/her judgement, the findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the Remedies clause of this Contract.
- e. If, after Notice of Termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the Owner, be the same as if the Notice of Termination had been issued pursuant to such a clause. If, in the foregoing circumstances, this Contract does not contain a clause providing for termination for convenience of the Owner, the Contract shall be equitably adjusted accordingly; failure to agree to any such adjustment shall be subject to the Remedies clause of this Contract.
- f. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- g. As used in paragraph (d) (1) of this clause, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier.

ARTICLE 44: TERMINATION FOR CONVENIENCE

- a. The performance of work under this Contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- b. After receipt of a Notice of Termination, and except as otherwise directed by the Owner, the Contractor shall:
 1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
4. Assign to the Owner, in the manner, at the times, and to the extent directed by the Owner, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated. In which case, the Owner shall have the right, in its discretion, to settle, or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;
6. Transfer title to the Owner, and deliver in the manner, at the times, and to the extent, if any, directed by the Owner, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Owner.
7. Use his/her best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Owner, any property of the types referred to in (6) above; provided, however, that the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by the Owner: And, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in other such manner as the Owner may direct;
8. Complete performance of such part of the work as shall not have been terminated by the Notice to Termination; and
9. Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

- c. After a receipt of Notice of Termination, the Contractor shall submit to the Owner his/her termination claim, in the form and with the certification prescribed by the Owner. Such claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one (1) or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such one (1) year period or authorized extension thereof. However, if the Owner determines that the facts justify such action, he/she may receive and act upon any such termination claim at any time after such one (1) year period or extension thereof. Upon failure of the Contractor to submit his/her termination claim within the time allowed, the Owner may determine, on the basis of information available to him/her, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- d. Subject to the provisions of paragraph (c), the Contractor and the Owner may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price or work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in Paragraph (e) of this clause, prescribing the amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this Paragraph (d).
- e. In the event of the failure of the Contractor and the Owner to agree as provided in Paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Owner shall determine, on the basis of information available to him/her, the amount, if any, due to the Contractor the amounts determined as follows:
 - 1. With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:
 - (i) The cost of such work;
 - (ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders provided in Paragraph (b) (5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under this Contract, which amounts shall be

included in the cost on account of which payment is made under (i) above, and;

- (iii) A sum, as profit on (i) above, determined by the Owner to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained loss on the entire Contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

- 2. The reasonable cost of the preservation and protection of property incurred pursuant to Paragraph (b) (9); and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of the work under this Contract.

The total sum to be paid to the Contractor under (1) above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for the normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under (1) above, the fair value, as determined by the Owner, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner, or to a buyer pursuant to Paragraph (b) (7).

- f. The Contractor shall have the right to dispute under the clause of this Contract entitled "Remedies" from any determination made by the Owner under Paragraph (c) or (e) above, except that, if the Contractor has failed to submit his/her claim within the time provided in Paragraph (c) above, except that, if the Contractor has failed to request extension of such time, he/she shall have no such right of appeal. In any case where the Owner has made a determination of the amount due under Paragraph (c) or (e) above, the Owner shall pay to the Contractor the following: (1) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Owner or (2) if a "Remedies" proceeding is initiated, the amount finally determined in such "Remedies" proceeding.
- g. In arriving at the amount due the Contractor under this clause, there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract, (2) any claim which the Owner may have against the Contractor in connection with this Contract, and (3) the agreed price for, or the proceeds of the sale of any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Owner.

- h. If the termination hereunder be partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination) and such equitable adjustment as may be agreed upon shall be made in such price or prices; however, nothing contained shall be made in such price or prices; however, nothing contained herein shall limit the right of the Owner and the Contractor to agree upon the amount or amounts to be paid the Contractor for the completion if the continued portion of the Contract when said Contract does not contain an established contract price for such continued portion.

ARTICLE 45: AUDIT, ACCESS TO RECORDS

The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Contract in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of the cost submission or for any negotiated contract or change order and a copy of the cost summary submitted to the Owner. The Contractor will provide proper facilities for such access and inspection.

Audits conducted pursuant to this Provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The Contractor agrees to the disclosure of all information and reports resulting from the access to records pursuant to paragraphs above, to any of the agencies referred to above, provided that the Contractor is afforded the opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report that the final audit report will include written comments of reasonable length, if any, of the Contractor.

Records under paragraphs above shall be maintained and made available during performance on work under this Contract and until three (3) years from the date of final payment for the project. In addition, those records which relate to any "Dispute", appeal agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

ARTICLE 46: COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 47: GRATUITIES

- a. If it is found, after notice and hearing, by the Owner that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Owner, or of the State, with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract, the Owner may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract or may pursue such other rights and remedies provided by law or under this Contract; provided, that the existence of the facts upon which the Owner makes such findings shall be in issue and may be reviewed in proceedings pursuant to the "Remedies clause of this Contract.
- b. In the event this Contract is terminated as provided in Paragraph (a) hereof, the Owner shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled to by law, to exemplary damages in an amount (as determined by the Owner) which shall be not less than three (3) nor more than ten (10) times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

ARTICLE 48: CONTRACTOR TO LAY OUT HIS/HER OWN WORK

The Owner or its representative will establish such general reference points as in his/her judgement will enable the Contractor to proceed with the work. The Contractor, at his/her own expense, shall provide all materials and equipment and such qualified helpers as the Owner may require for setting the general reference points and shall protect and preserve all stakes, benches, and other markers used to identify the reference points. The Contractor shall lay out all the Contract work from the above and shall be responsible for the accuracy of all lines, grades, and measurements.

ARTICLE 49: SUBSURFACE STRUCTURES AND UTILITIES

The Contractor shall make investigations including exploratory excavations, by hand digging, as he/she deems necessary to uncover and determine the exact locations of utilities and structures as necessary to complete the work, and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than those shown on the Drawings, or which are made known to the Contractor prior to construction operations.

ARTICLE 50: PROTECTION OF CONSTRUCTION FEATURES

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, berms, pavements, utilities, adjoining property and such incidentals, and to avoid damage thereto. The Contractor shall completely repair any damage at no additional expense to the Owner.

ARTICLE 51: ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by in Article 58 of General Conditions, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

END OF SECTION 00800

SECTION 00820**STATE REGULATIONS**1. **Labor Classifications and Minimum Wage Rates**

- A. Minimum wage rates as determined by the U.S. Department of Labor apply to this project. The current prevailing wage rates have been provided in Section 00620 of this document.

It is the responsibility of the Contractor, before bid opening, to request, if necessary, any additional information on Federal Wage Rates for those tradespeople who are not covered by the applicable General Wage Decision, but who may be employed for the proposed work under this Contract.

All construction associated with this contract will be governed by Heavy and Highway Rates.

2. **Disadvantaged Business Enterprises (DBE) Forms**

- A. Disadvantaged Business Enterprises (DBE) policies of the State of Rhode Island and the Town of Jamestown are applicable to this Contract. The goal for this project is a minimum of **ten (10) percent** participation by state-certified DBEs.

END SECTION 00820

SECTION 00830**CHANGE ORDERS****POLICY**

All executed change orders submitted to the Engineer for review and processing must be prepared in accordance with the attached change order format (Appendix A) with the appropriate number of copies, calculation sheet(s) (Appendix B) and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order.

In order to avoid possible delays with approval of change orders, at the beginning of the project and as circumstances warrant, the Contractor shall submit a list of construction equipment, identifying major pieces of equipment to be utilized on the project. The list shall include the Contractor's designation, if any, the manufacturer, model, year of manufacture, serial number, size and horsepower of equipment. The Contractor shall also provide for approval a proposed bluebook equipment rental rate development that separately lists for each piece of equipment the monthly rental rate, area adjustment factor, depreciation factor, estimated operating cost per hour and total hourly rate. In the event the Contractor fails or is unable to provide appropriate rate information the Engineer may develop equipment rental rates for use on change orders.

PAYMENT OF CHANGE ORDERS

Payment of all change orders shall be in accordance with the relevant provisions of Rhode Island General Laws, as amended from time to time.

Payment of change orders shall be made in accordance with one of the following three (3) methods:

1. Existing unit prices as set forth in the Contract; or
2. Agreed upon lump sum or unit prices; or
3. Time and materials

A. Payment for work for which there is a unit price in the Contract:

Where the Contract contains a unit price for work and the Engineer orders a change for work of the same kind as other work contained in the Contract and is performed under similar physical conditions, the Contractor shall accept full and final payment at the Contract unit price(s) for the acceptable quantities. Under certain circumstances, the unit prices may be subject to revaluation and adjustment.

B. Payment for work or materials for which no price is contained in the Contract:

If the Engineer directs, the Contractor shall submit promptly in writing to the Engineer an offer to do the required work on a lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:

1. The estimated cost of Labor, plus
2. Direct Labor Cost, plus
3. Material and Freight Costs, plus
4. Equipment Costs, plus
5. An amount not to exceed 20% of the sum of items 1 through 4 for overhead and profit, plus (if applicable),
6. In the case of work done by a subcontractor an amount not to exceed 7½%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credits for work deleted from the Contract.

C. Payment for work on a time and materials basis:

Unless an agreed lump sum and/or unit price is obtained as noted above and is so stated in the change price, the Contractor shall accept as full payment for which no agreement is contained in Contract, an amount equal to:

1. The estimated cost of Labor, plus
2. The Direct Labor Costs, plus
3. Equipment Costs, plus
4. Material and Freight Costs, plus
5. An amount not to exceed 20% of the sum of items 1 through 4 for overhead and profit, plus, if applicable,
6. In the case of work done by a subcontractor an amount not to exceed 7½%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credit for work deleted from the Contract.

Explanation of items 1 through 7
as outlined in "B" and "C" above:

1. Labor - Only those workers employed on the project who are doing the extra work, including the foreman in charge, are allowable. General foremen, superintendents, or other supervisory personnel are considered to be included in the overhead markup as provided in items 5 and/or 6. Hourly labor rates in excess of those as listed in the Contract wage rates

require documentation. As a minimum, an explanation and the appropriate copy of the certified payroll are required.

2. Direct Labor Costs - These costs are limited to those which are required in the Contract Documents. Coverage in excess of the Contract provisions, secured by the Contractor/subcontractor(s) at his option, are ineligible. The following list of typical direct labor charges is provided for your assistance and is in no way intended to be complete or all encompassing:

Workman's Compensation

Federal/State: Social Security Tax and Unemployment Tax;

Health, Welfare and Pension Benefits; (this cost is included in the prevailing wage rates).

Liability Insurance:	Bodily Injury; Excess Umbrella; Property Damage; Public
----------------------	--

Blasters Insurance	If applied
Builders Risk Insurance	to any required
Experience Modification	direct
Insurance	labor
Surcharges	costs

Following award and prior to execution of a construction Contract, the Contractor and filed subbidders (where applicable) shall submit for review by the Owner, documentation to establish the markup percentage(s).

The documented direct labor markup for this Contract may be adjusted on an annual basis as measured from the date the Contract is executed. The Contract agreement will provide for the establishment of the Direct Labor Cost percentage.

3. Material and Freight - Only those materials required as a result of the change order and reasonable freight charges for delivery of same are allowable.
4. Equipment - Only the equipment required as a result of the change order is allowable. Equipment rental rates shall be governed by the current Nielson/Dataquest Rental Rate Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate the following shall apply:

- a. For equipment already on the project - the monthly prorated rental rate by the hourly use shall be applicable;
- b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the overhead markup as provided in items 5 and/or 6.

(1 Month (Normal Use) = 176 hours)

5. & 6. Overhead and Profit - All other costs not previously mentioned are considered to be included in this item, be it for the general contractor or subcontractor(s).
7. Credits - Work deleted, material and equipment removed from the Contract, stored and/or returned shall be credited to the cost of the change order, less documented costs.

The Contractor shall furnish itemized statements of the cost of the work ordered and shall give the Engineer access to all accounts, bills and vouchers relating thereto; and unless the Contractor shall furnish such itemized statements, and access to all accounts, bills and vouchers, he/she shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer.

Appendix A

Change Order
(Enter Project Name)
(Enter Location)

Sheet _____ of _____

Date: _____

Contract No. _____

Change Order No. _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Item 1:

Description of Change:

Reason for Change:

Backup Information:

Cost: \$

Item 2:

Description of Change:

Reason for Change:

Backup Information:

Cost: \$

Change Order (Continued)
(Enter Project Name)
(Enter Location)

Sheet _____ of _____

Date: _____

Contract No. _____

Change Order No. _____

Contract Amount (As Bid) \$ _____

Amount of Previous Change Orders \$ _____

Net Change in Contract Price (this Change Order) \$ _____

Total Adjusted Contract Price (including this Change Order) \$ _____

This Change Order extends the time to complete the work by _____ calendar days.

The extended completion date is _____.

This Change Order checked by: _____
Resident Representative Date

This Change Order is requested by: _____

This Change Order is recommended by:

Consultant Engineer P.E. # Date

The undersigned agree to the terms of the Change Order.

Contractor Date

Owner Date

Appendix BExample Calculation Sheet

1.	Labor			
	Foreman	10 hours @	\$10.00/hour	\$ 100.00
	Engineer	10 hours @	\$8.50/hour	\$ 85.00
	Operator	10 hours @	\$9.50/hour	\$ 95.00
	Laborers	24 hours @	\$7.00/hour	<u>\$ 168.00</u>
				\$ 448.
2.	Direct Labor Cost (use the agreed upon Direct Labor Cost)			
	*(30)% of \$ 448.			
	*(used for example purposes only)			\$ 134.
3.	Materials & Freight			
	150 l.f. of 12" pipe	@	\$2.00/l.f.	\$ 300.00
	15 v.f. precast SMH			\$1,700.00
	Freight (slip# __Enclosed)			<u>\$ 25.00</u>
				\$2,025.
4.	Equipment			
	1 Backhoe 10 hours	@	80.00/hr.	\$ 800.00
	1 Truck-crane 10 hours	@	\$100.00/hr.	<u>\$1,000.00</u>
				\$1,800.
	TOTAL (items 1 through 4)			\$4,407.
5.	(20%) markup for Overhead, Profit			
	(20%) of \$4,407			\$ 881.
6.	(7½%) markup on subcontractor's cost for general contractor			
	(if subcontractor is involved)			
	(7½%) of \$4,407			\$ 331.
7.	Credits (deductibles)			<u>-\$ 323.</u>
	TOTAL COST			\$5,296.

Reminder:

Provide support documentation as necessary i.e. vouchers, correspondence, calculation, photographs, reports.

END OF SECTION 00830

SECTION 00900

ADDENDA

Addenda will be issued as separate Documents.

END SECTION 00900

TECHNICAL SPECIFICATIONS

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01000**GENERAL REQUIREMENTS****PART 1 GENERAL****1.01 SCOPE OF WORK**

The project consists of improving safety and circulation for the community's bikers and walkers within the Jamestown Schools campus and the surrounding neighborhood.

Substantial completion of the work consisting of cutting and disposing trees and stumps, clearing and grubbing, removal and disposal of concrete and bituminous curb, removal and disposal of sidewalks, removal and disposal of flexible pavement, removal and disposal of fence, removal and disposal of pavement markings, removal and resetting flag pole, installation of concrete retaining wall, earth excavation, installation of common borrow, installation of gravel borrow subbase course, trimming and fine grading, installation and removal of erosion controls, dewatering, installation of Class 12.5 HMA, installation of Class 9.5 HMA, installation of Class 4.75 HMA for paved walkway, installation of asphalt emulsion tack coat, installation of Class A portland cement concrete, installation of catch basin with gutter inlet, installation of frame and grate, adjusting frame and covers and water gates, removal and disposal of fire hydrant, installation of fire hydrant, gate valve, lateral pipe and fittings, insulation of water service line, installation of curb, installation of chain link fence and gate, installation of removable bollards, installation of bicycle rack, installation of cement sidewalk, installation of wheel chair ramps, installation of bituminous berm, sawcutting concrete and bituminous pavement, cleaning and sweeping pavement, installation of pavement markings, removal and disposal of signs, installation of signage, excavation of test pits, pruning trees and shrubs, appurtenances, and installation of loam and seeding.

The Jamestown Department of Public Works intends to receive bids for the construction of all the proposed work, and at the time of Contract award the Department of Public Works will choose either, any or all of the above listed work items for construction by the Contractor depending upon the Bid prices.

1.02 ARCHEOLOGIST MONITORING

The entire project site is located within an area that contains known Native American archeological and historical significant material below the existing ground. Some of this material may be located at very shallow depths, less than one (1) feet. All excavation and ground disturbing activities for this project must be monitored and inspected by an Archeologist from the Public Archeology Laboratory (PAL). The Contractor is responsible to coordinate the work with PAL and the Contractor shall submit a schedule for ground disturbing activities to PAL at least ten working days prior to beginning ground disturbing activities. The fees for PAL's monitoring will be paid for by the RIDOT and/or the Town of Jamestown.

1.03 CONSTRUCTION SEQUENCE

- A. Prior to the start of any mobilization, construction or ordering of materials the Contractor shall schedule a Pre-Construction Conference and Site Walk with the Engineer and Owner. During the site walk the Engineer will clarify where erosion controls were anticipated to be necessary, clarify the work limits, and clarify the location of any drainage work items in the Contract.
- B. Erosion control measures shall be installed by the Contractor as indicated on the plans and as directed by the Engineer during the Site Walk prior to commencing any work. Additional erosion controls must be installed around stockpiled materials and as required to control erosion and sedimentation from the work area(s). Such measures shall be maintained throughout the Contract period.
- C. The Contractor shall ensure that no excavation be left open, unguarded, or water filled during any period of time when work is not in progress. All subsurface work shall be completed with temporary surfacing in a particular area before proceeding to other work areas.
- D. Within five (5) days of receiving the Notice to Proceed, and prior to the start of construction, the Contractor shall submit a schedule for the work to be completed under this Contract for approval by the Owner.
- E. One (1) lane for traffic must remain open at all times on all roads within the limit of work during work day activities and two (2) lanes for traffic must be open during all non-work day periods. The Contractor shall seek approval from the Owner and/or Engineer for any changes to traffic flow conditions.
- F. No private work shall be conducted throughout the duration of the project by the Contractor during hours of operation. The Owner shall be notified of any proposed private work to be done by the Contractor prior to starting such work.

1.04 CHANGE IN AMOUNT OF WORK

- A. The Owner reserves the right to increase or decrease the amount of any item of work included in the Bid Form, as may be desirable or necessary during the course of this Contract. The unit prices quoted in the Bid Form shall apply without change to such variation in the quantity of work to the extent provided by law.

1.05 EXISTING UTILITIES

- A. Determining the location and depth of existing utilities will be the responsibility of the Contractor. The drawings do not show the exact location and depth of all utilities, nor do they show all utilities that may be encountered. If needed to perform the work, the Contractor shall locate all utilities in the area of the work by experimental excavations (if necessary) prior to and as the work progresses.

- B. The Contractor shall notify the proper utility companies and Owner to obtain the location of all utilities prior to beginning work. The marked locations shall be preserved by the Contractor during the course of the work, until such time as they are no longer needed.
- C. All utilities interfered with or damaged by the Contractor shall be immediately and properly restored by the Contractor. The Contractor shall fully compact all backfill material around and under all existing utilities encountered or crossed.

1.06 TEMPORARY FACILITIES

- A. If needed, the Contractor shall obtain the prior approval of the Owner and electrical utility provider for the temporary use of unmetered electrical power.
- B. The use of any utility, including storm drainage and water supply systems, shall be coordinated with the Owner prior to such use.

1.07 STOCKPILE OF MATERIALS

- A. The Contractor shall stockpile materials, plants, and equipment to be used in the construction in approved location(s) as directed by the Owner or Engineer. Erosion control measures shall be maintained by the Contractor around all stockpiles, as required by the Owner or Engineer. All storage locations shall be restored to their original condition by the Contractor at his/her expense.
- B. Materials shall be stored so as to preserve their quality and fitness for the work. Stockpiled materials approved before storage may be re-inspected prior to their use in the work.

1.08 DISPOSAL OF SURPLUS MATERIAL AND DEBRIS

- A. All surplus material removed from the excavations or from abandoned units shall remain the property of the Owner and shall be deposited by the Contractor as directed by the Owner within the limits of the project area where the work is being performed until such time that the Owner determines the materials can be removed or disposed.
- B. All surplus material shall become the property of the Contractor. The Contractor shall be responsible for legally loading and hauling the material offsite, at the Contractor's expense and no additional cost to the Owner.
- C. All unsuitable material removed from the excavations or from abandoned units that the Owner does not desire to retain shall be legally disposed of offsite by the Contractor at his/her expense.
- D. During the progress of work the Contractor shall maintain the work site and adjoining areas in a neat and orderly manner and shall not allow the accumulation

of construction debris. The Contractor shall use a suitable rubbish container at the site if so directed by the Owner or Engineer. Should the Contractor neglect to maintain the site free of accumulated debris, the Owner reserves the right to have the service performed by others at the Contractor's expense.

- E. Before acceptance and payment for the work at the substantial completion and final completion stages of construction, all temporary structures, surplus materials including cold recycled base course, equipment, abandoned units, and debris which the Contractor may have accumulated during the work on the site or any adjoining property shall be removed of and properly disposed of offsite at the Contractor's expense.

1.09 PERMITS AND FEES

- A. The Contractor shall obtain and comply with all required permits to complete the work, including all fees and bonds at his/her expense. The Contractor shall be solely responsible for performing all acts and providing all materials required to comply with all terms and conditions of required permits and licenses.

1.10 NOTIFICATION OF CONSTRUCTION

- A. At least five (5) business days prior to beginning the work the Contractor shall notify the following agencies to provide information regarding proposed excavations:

1. DIG SAFE;
2. Public Works;
3. Police Department;
4. Fire Department;
5. School Department;
6. Owner's Site Representative; and
7. Engineer
8. Rhode Island Department of Transportation
9. Narragansett Indian Tribe

1.11 SUBMITTALS

- A. The Contractor shall submit to the Engineer for acceptance, shop drawings and other forms as required in Section 00700 General Conditions Article 36, for all items to be furnished under this Contract.
- B. The Contractor shall submit certificates of compliance for all backfill, bedding, pavement and other bulk materials from the source of supply demonstrating conformance with the Contract specifications. If the Engineer so desires, materials may be approved at the source of supply before delivery is started.

1.12 EMERGENCY SERVICE

- A. The Contractor shall maintain a full-time telephone service with access to his/her representative having the authority to respond to emergency situations such as settled trenches, weather damage, etc. The emergency telephone service number and list of contact personnel shall be submitted to the Owner and Engineer prior to beginning work, and shall be maintained throughout the progress of work and the full contract period.
- B. The Contractor shall be capable of placing response personnel at the work site within one (1) hour of emergency notification.

1.13 HOURS OF OPERATION

- A. No outdoor activity by the Contractor shall be permitted on the site outside of the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except as required by the Contract Documents.
- B. The Owner may approve other work hours for special considerations such as work to be completed during off-peak hours. The Contractor must receive written approval from the Owner prior to working during such hours.

1.14 PRECONSTRUCTION CONFERENCE

- A. Prior to the start of the construction there will be a pre-construction conference and site walk to discuss the phasing and scheduling of the construction project. The specific time and place of the conference will be arranged by the Owner after the Contract has been awarded.

1.15 PROGRESS MEETINGS

- A. During the course of the construction project, the Contractor shall attend status meetings as scheduled by the Engineer or Owner to be held at the Site or at the Department of Public Works Main Office. The attendance of subcontractors and suppliers may be required during the progress of the work. The Contractor's Project Manager shall attend the meeting and shall be prepared and authorized to discuss the following items:
 - 1. Progress of Work in relation to Contract Schedule;
 - 2. Proposed Work activities for forthcoming period;
 - 3. Resources committed to Contract;
 - 4. Coordination of Work with others;
 - 5. Status of procurement of equipment and materials;
 - 6. Status of Submittals;
 - 7. Outstanding actions, decisions, or approvals that affect Work activities;
 - 8. Security issues;

9. Quality Issues;
10. Potential Claims;
11. Contract Changes;
12. Costs and Budget;
13. Labor;
14. Insurance.

The Engineer or Owner shall prepare written Meeting Minutes of each status meeting.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01000

SECTION 01010**MOBILIZATION AND DEMOBILIZATION****PART 1 GENERAL****1.01 SCOPE**

- A. The work shall consist of the mobilization and demobilization of the Contractor's forces and equipment necessary for performing the work required under the Contract.
- B. This work shall not include mobilization and demobilization for specific items of work for which payment is provided elsewhere in the Contract.
- C. Mobilization will not be considered as work in fulfilling the Contract requirements for commencement of work.

1.02 GENERAL

- A. Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the Contractor's operations at the site; premiums paid for performance and payment bonds, including coinsurance and reinsurance agreements as applicable; and other items specified in these Specifications.
- B. Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the Contract from the site; including the disassembly, removal and site clean up of offices, buildings and other facilities assembled on the site specifically for this Contract.
- C. This work includes mobilization and demobilization required by the Contract at the time of award. If additional mobilization and demobilization activities and costs are required during the performance of the Contract as a result of changed, deleted, or added items of work for which the Contractor is entitled to an adjustment in Contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

PART 2 PRODUCTS (NOT USED)**PART 3 EXECUTION (NOT USED)****END OF SECTION 01010**

SECTION 01025**MEASUREMENT AND PAYMENT****PART 1 GENERAL****1.01 SCOPE**

- A. The purpose of this section is to define the method of measurement and payment for each of the Bid items listed in the BID FORM.
- B. The Contractor shall be responsible for all work associated with each Bid item for the price Bid, and shall have no claim for additional compensation due to his/her unfamiliarity with the measurement and payment requirements.
- C. All work performed as described in these contract documents will be paid for under one (1) or more of the items listed in the BID FORM. All other activities required in connection with performance of the work, including all work required under Division 1, GENERAL REQUIREMENTS, whether described in the Contract Documents or mandated by applicable codes, permits and laws, will not be separately paid for unless specifically provided for in the form of general bid, but will be considered incidental to performance of the overall project.
- D. Each unit or lump-sum price stated in the BID FORM shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications.
- E. The payment items listed herein and in the BID FORM are intended to provide full payment for the work shown on the drawings and specified herein. Any work called for or implied in the documents but not listed as a payment item shall be considered incidental to the overall project.
- F. Unless otherwise noted, each item shall be furnished and installed in accordance with the Technical Specifications whether a specific applicable payment item exists or not.

1.02 ALLOWANCES:

- A. Payment will be made for invoices submitted by the Contractor subject to the conditions and limitations in the Contract Documents.
- B. The Contractor shall not add overhead or profit to the Allowance Items listed in the Bid Schedule.
- C. The allowances will be adjusted to the actual amount paid for such services and supported by invoice. No retainage will be withheld from this amount.

- D. The Contractor shall be responsible for the prompt payment for these allowance services to the appropriate payee providing said service, and shall submit evidence to the Engineer of payments to the payee prior to its inclusion in the invoice.

1.03 PAYMENT ITEMS

ADD/DEDUCT ITEMS

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
1	Cutting and Disposing Isolated Trees (4" to 24")	EA
2	Complete Removal and Disposal of Isolated Stumps (4" to 24")	EA
3	Clearing and Grubbing	SY
4	Remove and Dispose Concrete Curb	LF
5	Remove and Dispose Sidewalks	SY
6	Remove and Dispose Flexible Pavement	SY
7	Remove and Dispose Fence	LF
8	Remove and Dispose Bituminous Curb	LF
9	Remove and Dispose Pavement Markings	LF
10	Remove and Dispose Sign	EA
11	Remove and Relocate Sign	EA
12	Remove and Reset Flag Pole	EA
13	<i>Item Deleted</i>	
14	Earth Excavation	CY
15	Common Borrow	CY
16	Trimming and Fine Grading	SY
17	Compost Filled Filter Sock	LF
18	Silt Sack	EA
19	Silt Fence, R.I. STD. 9.2.0	LF
20	Gravel Borrow Subbase Course	CY
21	Class 12.5 HMA (2")	TON
21B	<i>Item Deleted</i>	
22	Class 9.5 HMA (3")	TON
23	Class 4.75 HMA for Paved Walkway (2")	TON
24	Asphalt Emulsion Tack Coat	SY
25	Class A Portland Cement Concrete	CY
26	<i>Item Deleted</i>	
27	<i>Item Deleted</i>	
28	<i>Item Deleted</i>	
29	Frame and Grate, R.I. STD. 6.3.0	EA
30	Catch Basin with Gutter Inlet, R.I. STD. 3.4.1 - Modified	EA
31	Adjust Sanitary Sewer Manhole Frame and Cover to Grade	EA
32	Adjust Water Gate Box to Grade	EA
33	Adjust Drainage Manhole to Grade	EA
34	Adjust Frame and Cover to Grade	EA
35	Cleaning Catch Basins, All Types and Sizes	EA
36	Chain Link Fence, 3' High, R.I. STD. 31.1.0	LF
37	Chain Link Fence Gate, 3' High, R.I. STD. 31.1.0	EA
38	Removable Bollard	EA
39	Bicycle Rack	EA
40	Portland Cement Sidewalk Monolithic, R.I. STD. 43.1.0	CY
41	Precast Cement Concrete Curb Straight, R.I. STD. 7.1.0	LF
42	Precast Cement Concrete Curb Circular, R.I. STD. 7.1.0	LF
43	6' Precast Concrete Transition Curb, R.I. STD. 7.1.2	EA

ADD/DEDUCT ITEMS

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
44	Precast Concrete Wheelchair Ramp Curb, R.I. STDS. 7.1.3, 43.3.0 and 43.3.1	EA
45	Precast Concrete Ramp Stone 18 Inch Straight, R.I. STD. 7.1.9	EA
46	Precast Concrete Ramp Stone 18 Inch Circular, R.I. STD. 7.1.9	EA
47	3' Precast Concrete Transition Curb, R.I. STD. 7.1.1	EA
48	Test Pits	EA
49	Bituminous Berm, R.I. STD. 7.5.1	LF
50	Cleaning and Sweeping Pavement	HSY
51	Full Depth Sawcut of Bituminous Pavement	LF
52	Full Depth Sawcut of Bituminous Sidewalk/Driveway	LF
53	Full Depth Sawcut of Portland Cement Concrete Sidewalk/Driveway	LF
54	Water for Dust Control	MGAL
55	Detectable Warning Panel, R.I. STD. 48.1.0	SF
56	Loam Borrow 4 Inches Deep	SY
57	Residential Seeding	SY
58	Jute Mesh	SY
59	Directional, Regulatory and Warning Signs	SF
60	Prune Trees or Shrubs	MHRS
61	Drip-Line Tree Protection Device, R.I. STD. 51.1.1	LF
62	4 Inch Epoxy Resin Pavement Markings – White	LF
63	12 Inch Epoxy Resin Pavement Markings – White	LF
64	Epoxy Resin Pavement Arrow – Straight, Left, Right or Combined, R.I. STD 20.1.0	EA
65	Handicap Pavement Marking	EA
66	Flag Persons	MHRS
67	Flag Persons – Overtime	MHRS
68	Field Control and Survey	LS
69	Traffic Protection	LS
70	Mobilization/Demobilization	LS
71	Police Detail Allowance	MHRS

1.04 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The methods of measurement and basis of payment for the Payment Items listed above are specified in the following section.

BID ITEM NO. 1: CUTTING AND DISPOSING ISOLATED TREES (4" TO 24")

The quantity of cutting and disposing isolated trees (4" to 24") to be paid for under this item shall be measured by the actual number of trees, in excess of 4 inches in diameter and up to 24 inches in diameter, actually cut and removed and disposed complete, as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 2: COMPLETE REMOVAL AND DISPOSAL OF ISOLATED STUMPS (4" TO 24")

The quantity of complete removal and disposal of isolated stumps (4" to 24") to be paid for under this item shall be measured by the actual number of stumps, in excess of 4 inches in diameter and up to 24 inches in diameter, actually removed and disposed complete, as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, common borrow for fill and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 3: CLEARING AND GRUBBING

The quantity of clearing and grubbing to be paid for under this item shall be measured by the number of square yards actually cleared and grubbed as indicated on the Plans or as otherwise directed by the Engineer. The work shall include cutting, removing from the ground, and disposing trees, stumps, brush, shrubs, hedges, roots and other vegetation which occur within the limit of work areas and interfere with excavation, embankment, clear vision or/are otherwise considered objectionable. The work includes the preservation from injury or defacement of all vegetation and objects outside the clearing limits

The unit price for this item shall constitute full compensation for all labor, materials, equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 4: REMOVE AND DISPOSE CONCRETE CURB

The quantity of remove and dispose concrete curb to be paid for under this item shall be measured by the number of linear feet removed and disposed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, sawcutting, removal and disposal, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 5: REMOVE AND DISPOSE SIDEWALKS

The quantity of remove and dispose sidewalks, including bituminous concrete and cement concrete, to be paid for under this item shall be measured by the number of square yards removed and disposed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, sawcutting, removal and disposal, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 6: REMOVE AND DISPOSE FLEXIBLE PAVEMENT

The quantity of remove and dispose flexible pavement, including all surface, binder and base courses, to be paid for under this item shall be measured by the number of square yards removed and disposed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, sawcutting of pavement, removal and disposal of pavement, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 7: REMOVE AND DISPOSE FENCE

The quantity of remove and dispose fence to be paid for under this item shall be measured by the number of linear feet removed and disposed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, backfilling, removal and disposal of surplus material, removal and disposal of the existing fence sections and posts and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 8: REMOVE AND DISPOSE BITUMINOUS CURB

The quantity of remove and dispose bituminous curb to be paid for under this item shall be measured by the number of linear feet removed and disposed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, sawcutting, removal and disposal, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 9: REMOVE AND DISPOSE PAVEMENT MARKINGS

The quantity of remove and dispose pavement markings to be paid for under this item shall be measured by the number of linear feet removed and disposed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, removal of markings, cleaning of grindings and all other incidentals required to finish the work, complete and accepted by the Engineer. The method of removal shall not damage the surface in any way and have no more than a moderate color and/or texture change. Any damage will be repaired at no additional cost to the Owner.

BID ITEM NO. 10: REMOVE AND DISPOSE SIGN

The quantity of remove and dispose sign to be paid for under this item shall be measured by the number of signs, including mounting posts and foundations, removed and disposed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, sawcutting, removal and disposal, gravel fill and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 11: REMOVE AND RELOCATE SIGN

The quantity of remove and relocate sign to be paid for under this item shall be measured by the actual number of signs removed and relocated complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, sawcutting, removal and stockpiling, salvage of existing mounting, or provide and install new mounting, concrete, transportation, resetting, removal and disposal of excess materials and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 12: REMOVE AND RESET FLAG POLE

The quantity of remove and reset flag pole to be paid for under this item shall be measured by the actual number of flag poles removed and reset complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, sawcutting, removal and stockpiling, transportation, resetting and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 13: *Item Deleted*

BID ITEM NO. 14: EARTH EXCAVATION

The quantity of earth excavation to be paid for under this item shall be measured by the number of cubic yards of suitable and unsuitable soils removed not otherwise classified herein, the removal of accumulated roadside sediments, and the removal of boulders and rock fragments less than one (1) cubic yard in volume within the design excavation section, beyond the design excavation limits where unsuitable soils are encountered and within the roadway bed where unsuitable soils are encountered, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, formation of embankments, grading, compaction, disposal of surplus materials, preparation of subgrade and shoulders and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 15: COMMON BORROW

The quantity of common borrow to be paid for under this item will be the actual number of cubic yards measured, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, furnishing, installing, grading, compaction of the material and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 16: TRIMMING AND FINE GRADING

The quantity of trimming and fine grading to be paid for under this item will be the number of square yards actually graded as indicated on the Plans or as required by the Engineer.

The unit price shall constitute full compensation for all labor, materials, equipment and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 17: COMPOST FILLED FILTER SOCK

The quantity of compost filled filter sock erosion control to be paid for under this item shall be equal to the actual amount of staked compost filled filter sock erosion controls installed, measured by the linear foot along a horizontal projection of the centerline, complete, as indicated on the Plans or as otherwise directed by the Engineer.

The quantity of compost filled filter sock erosion controls required and/or used for sedimentation and erosion controls relating to any drainage or dewatering operations by the Contractor, as determined by the Engineer, shall not be measured for payment under this item, but shall be furnished, placed, staked and maintained throughout the duration of this Contract and, if required, removed and disposed of, at the Contractor's expense.

The unit price for this item shall constitute full compensation for furnishing, placing, staking, cleaning, maintaining and removal at the completion of the project, complete, as indicated on the Plans or as otherwise directed by the Engineer, throughout the duration of this Contract.

BID ITEM NO. 18: SILT SACK

The quantity of silt sack inlet protection to be paid for under this item shall be equal to the actual number of silt sack inlet protection devices installed, complete, as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for furnishing, placing, cleaning and maintaining the silt sack inlet protection devices, and removal at the completion of the project, complete, as indicated on the Plans or as otherwise directed by the Engineer, throughout the duration of this Contract.

BID ITEM NO. 19: SILT FENCE, R.I. STD. 9.2.0

The quantity of silt fence to be paid for under this item shall be equal to the actual amount of silt fence installed, measured by the linear foot along a horizontal projection of the centerline, complete, as indicated on the Plans or as otherwise directed by the Engineer.

The quantity of silt fence required and/or used for sedimentation and erosion controls relating to any drainage or dewatering operations by the Contractor, as determined by the Engineer, shall not be measured for payment under this item, but shall be furnished, placed, staked and maintained throughout the duration of this Contract and, if required, removed and disposed of, at the Contractor's expense.

The unit price for this item shall constitute full compensation for furnishing, placing, staking, cleaning and maintaining the silt fence, and, if required, removal and disposal thereof, complete, as indicated on the Plans or as otherwise directed by the Engineer, throughout the duration of this Contract.

BID ITEM NO. 20: GRAVEL BORROW SUBBASE COURSE

The quantity of gravel borrow subbase course to be paid for under this item shall be measured by the actual number of cubic yards complete and installed as indicated on the Plans or as otherwise directed by the Engineer.

The unit price shall constitute full compensation for all labor, materials, equipment for furnishing and installing gravel borrow subbase course, complete as specified and/or detailed on the Plans and all other incidentals, including trimming and fine grading required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 21: CLASS 12.5 HMA (2")

The quantity of Class 12.5 HMA to be paid for under this item shall be equal to the actual amount of Class 12.5 HMA installed and measured by the ton to the payment limits indicated on the Plans.

The unit price shall constitute full compensation for furnishing and installing Class 12.5 HMA, complete as specified and/or detailed on the Plans and all other incidentals required to finish the work, complete and accepted by the Engineer.

There will be no separate payment for the work of cleaning and sealing cracks and joints. The cost of this work shall be included in this bid item.

BID ITEM NO. 21B: *Item Deleted*

BID ITEM NO. 22: CLASS 9.5 HMA (2")

The quantity of Class 9.5 HMA to be paid for under this item shall be equal to the actual amount of Class 9.5 HMA installed, measured by the ton to the payment limits indicated on the Plans.

The unit price shall constitute full compensation for furnishing and installing the Class 9.5 HMA, monolithic bituminous berm, complete as specified and/or detailed on the Plans and all other incidentals required to finish the work, complete and accepted by the Engineer.

There will be no separate payment for the work of cleaning and sealing cracks and joints. The cost of this work shall be included in this bid item.

BID ITEM NO. 23: CLASS 4.75 HMA FOR PAVED WALKWAY (3")

The quantity of Class 4.75 HMA to be paid for under this item shall be equal to the actual amount of Class 4.75 HMA installed, measured by the ton to the payment limits indicated on the Plans.

The unit price shall constitute full compensation for furnishing and installing the Class 4.75 HMA, complete as specified and/or detailed on the Plans and all other incidentals required to finish the work, complete and accepted by the Engineer.

There will be no separate payment for the work of cleaning and sealing cracks and joints. The cost of this work shall be included in this bid item.

BID ITEM NO. 24: ASPHALT EMULSION TACK COAT

Asphalt emulsion tack coat will be measured by the number of square yards actually spread in accordance with the Contract Documents or as directed by the Engineer.

The unit price shall constitute full compensation for all labor, materials, and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 25: CLASS A PORTLAND CEMENT CONCRETE

The quantity of class A portland cement concrete to be paid for under this item shall be measured by the actual number of cubic yards installed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, tools, and testing to produce, place, and protect the concrete as shown on the Plans and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 26: *Item Deleted*

BID ITEM NO. 27: *Item Deleted*

BID ITEM NO. 28: *Item Deleted*

BID ITEM NO. 29: FRAME AND GRATE, R.I. STD. 6.3.0

The quantity of frame and grate to be paid for under this item shall be measured by the number of frame and grates installed, measured by each, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, grading, masonry, compaction, sawcutting of pavement, removal and disposal of pavement, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 30: CATCH BASIN WITH GUTTER INLET, R.I. STD. 3.4.1 - MODIFIED

The quantity of catch basin with gutter inlet to be paid for under this item shall be measured by the actual number of catch basin structures so-modified, measured by each, as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, removing, cutting and reconstructing existing walls, excavation, backfill, examining and cleaning the existing catch basin before and after reconstruction, sawcutting and matching of the full pavement and sidewalk depth, gravel borrow, new inlet stone, brick, mortar, forms, reset frame & cover, compaction, concrete, removal and disposal of surplus and unsuitable material and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 31: ADJUST SANITARY SEWER MANHOLE FRAME AND COVER TO GRADE

The quantity of adjust sanitary sewer manhole frame and cover to grade to be paid for under this item shall be the actual number of frame and covers actually adjusted, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, backfill, compaction, masonry, gravel borrow, sawcutting of pavement, cement concrete, and all other incidentals required to finish the work, complete and accepted by the Engineer and the representative of the particular utility company.

BID ITEM NO. 32: ADJUST WATER GATE BOX TO GRADE

The quantity of adjust water gate box to grade to be paid for under this item shall be the actual number of water gate boxes actually adjusted, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, backfill, compaction, adapter collar, gravel borrow, sawcutting of pavement, cement concrete, and all other incidentals required to finish the work, complete and accepted by both the Engineer and the representative of the particular utility company.

BID ITEM NO. 33: ADJUST DRAINAGE MANHOLE TO GRADE

The quantity of adjust drainage manhole to grade to be paid for under this item shall be the actual number of frame and covers actually adjusted, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, backfill, compaction, masonry, gravel borrow, sawcutting of pavement, cement concrete, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 34: ADJUST FRAME AND COVER TO GRADE

The quantity of adjust frame and cover to grade to be paid for under this item shall be the actual number of frame and covers actually adjusted, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, backfill, compaction, masonry, gravel borrow, sawcutting of pavement, cement concrete, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 35: CLEANING CATCH BASINS, ALL TYPES AND SIZES

The quantity of cleaning catch basins all types, all sizes to be paid for under this item shall be measured by the number of catch basins actually cleaned, regardless of size, shape and construction as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, removal and disposal of removed material, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 36: CHAIN LINK FENCE, 3' HIGH, R.I. STD. 31.1.0

The quantity of chain link fence, 3' high to be paid for under this item shall be measured by the number of linear feet actually installed in accordance with the Plans and/or as directed by the Engineer. Measurement will be along the top of the fence from centerline to centerline of end posts for each continuous run of fence.

The unit price for this item shall constitute full compensation for all labor, materials, tools, and equipment, excavating, backfilling, removal and disposal of surplus material, hardware and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 37: CHAIN LINK FENCE GATE, 3' HIGH, R.I. STD. 31.1.0

The quantity of chain link fence gate, 3' high to be paid for under this item shall be measured by the number of chain link fence gates actually installed in accordance with the Plans or as directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, and equipment, excavating, backfilling, removal and disposal of surplus material, hardware and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 38: REMOVABLE BOLLARD

The quantity of removable bollard to be paid for under this item shall be the actual number of removable bollards installed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, backfill, concrete, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 39: BICYCLE RACK

The quantity of bicycle rack to be paid for under this item shall be the actual number of bicycle racks installed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, backfill, concrete, finish type as specified by the Town of Jamestown and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 40: PORTLAND CEMENT SIDEWALK MONOLITHIC, R.I. STD. 43.1.0

The quantity of cement concrete sidewalk to be paid for under this item shall be measured by the number of cubic yards complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, grading, compaction, sawcutting, expansion joints, wire fabric reinforcement and all other incidentals required to finish the work, complete and accepted by the Engineer.

**BID ITEM NO. 41: PRECAST CEMENT CONCRETE CURB STRAIGHT,
R.I. STD. 7.1.0**

The quantity of precast concrete curb straight to be paid for under this item shall be the actual amount of straight concrete curb, measured by the linear foot, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, grading, compaction, sawcutting of pavement, cutting of curb, and all other incidentals required to finish the work, complete and accepted by the Engineer.

**BID ITEM NO. 42: PRECAST CEMENT CONCRETE CURB CIRCULAR, R.I. STD.
7.1.0**

The quantity of precast concrete curb circular to be paid for under this item shall be the actual amount of circular concrete curb, measured by the linear foot, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, grading, compaction, sawcutting of pavement, cutting of curb, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 43: 6' PRECAST CONCRETE TRANSITION CURB , R.I. STD. 7.1.2

The quantity of 6' precast transition curb to be paid for under this item shall be the actual number of 6' precast transition pieces installed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, grading, compaction, gravel borrow, sawcutting of pavement, cutting of curb, and all other incidentals required to finish the work, complete and accepted by the Engineer.

**BID ITEM NO. 44: PRECAST CONCRETE WHEELCHAIR RAMP CURB, R.I. STDS.
7.1.3, 43.3.0 AND 43.3.1**

The quantity of precast concrete wheelchair ramp curb to be paid for under this item shall be the actual number of concrete transition curb pieces installed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, grading, compaction, gravel borrow, sawcutting of pavement, cutting of curb, and all other incidentals required to finish the work, complete and accepted by the Engineer.

**BID ITEM NO. 45: PRECAST CONCRETE RAMP STONE 18 INCH STRAIGHT,
R.I. STD. 7.1.9**

The quantity of precast concrete ramp stone 18 inch straight to be paid for under this item shall be the actual number of straight precast concrete ramp stone pieces installed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, grading, compaction, gravel borrow, sawcutting of pavement, cutting of curb, and all other incidentals required to finish the work, complete and accepted by the Engineer.

**BID ITEM NO. 46: PRECAST CONCRETE RAMP STONE 18 INCH CIRCULAR,
R.I. STD. 7.1.9**

The quantity of precast concrete ramp stone 18 inch circular to be paid for under this item shall be the actual number of circular precast concrete ramp stone pieces installed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, grading, compaction, gravel borrow, sawcutting of pavement, cutting of curb, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 47: 3' PRECAST CONCRETE TRANSITION CURB, R.I. STD. 7.1.1

The quantity of 3' precast concrete transition curb to be paid for under this item shall be the actual number of 3' precast concrete transition pieces installed, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, grading, compaction, gravel borrow, sawcutting of pavement, cutting of curb, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 48: TEST PITS

The quantity of test pits to be paid for under this item shall be measured by the number of actual test pits excavated, complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavating, grading, compaction, sawcutting of pavement, removal and disposal of pavement, backfill and fill, compaction, temporary patching, traffic control and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 49: BITUMINOUS BERM, R.I. STD. 7.5.1

The quantity of bituminous berm to be paid for under this item shall be equal to the actual amount of bituminous concrete berm installed, measured by the linear foot to the payment limits indicated on the Plans.

The unit price for this item shall constitute full compensation for furnishing and installing the bituminous concrete berm monolithic with the surface course, sawcutting of pavement to match existing grade, asphalt emulsion tack coat between pavement courses and on all bituminous edges, hand spreading of bituminous concrete, hand rolling of bituminous concrete, complete as specified and/or detailed on the Plans and all other incidentals required to finish the work, complete and accepted by the Engineer.

There will be no separate payment for the work of cleaning and sealing cracks and joints. The cost of this work shall be included in this bid item.

BID ITEM NO. 50: CLEANING AND SWEEPING PAVEMENT

The quantity of cleaning and sweeping pavement shall be measured by the area, in hundred square yards, of new bituminous surfaces prior to placing overlay courses, in accordance with the Plans or as directed by the Engineer.

The unit price for this item shall constitute full and complete compensation for all labor, materials and equipment, including legal disposal of the sweepings, and all other incidentals required to finish the work, complete and accepted by the Engineer as specified and/or detailed on the Plans.

BID ITEM NO. 51: FULL DEPTH SAWCUT OF BITUMINOUS PAVEMENT

The quantity of full-depth sawcut of bituminous pavement to be paid for under this item shall be the actual amount of sawcuts, measured by the linear foot, complete as indicated on the Plans and not included under other bid items, or otherwise as directed by the Engineer.

The sawcutting shall be made with an approved circular power driven saw and blade. The completed cuts shall extend along a straight line as shown on the Plans or directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 52: FULL DEPTH SAWCUT OF BITUMINOUS SIDEWALK/DRIVEWAY

The quantity of full-depth sawcut of bituminous sidewalk/driveway to be paid for under this item shall be the actual amount of sawcuts, measured by the linear foot, complete as indicated on the Plans and not included under other bid items, or otherwise as directed by the Engineer.

The sawcutting shall be made with an approved circular power driven saw and blade. The completed cuts shall extend along a straight line as shown on the Plans or directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 53: FULL DEPTH SAWCUT OF PORTLAND CEMENT CONCRETE SIDEWALK/DRIVEWAY

The quantity of full-depth sawcut of portland cement concrete sidewalk/driveway to be paid for under this item shall be the actual amount of sawcuts, measured by the linear foot, complete as indicated on the Plans and not included under other bid items, or otherwise as directed by the Engineer.

The sawcutting shall be made with an approved circular power driven saw and blade. The completed cuts shall extend along a straight line as shown on the Plans or directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 54: WATER FOR DUST CONTROL

The quantity of water for dust control shall be measured by the number of thousand gallons actually applied and not included under other bid items, or otherwise as directed by the Engineer.

The unit price for this item shall constitute full and complete compensation for all labor, materials and equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 55: DETECTABLE WARNING PANEL, R.I. STD. 48.1.0

The quantity of detectable warning panel to be paid for under this item will be measured by the number of square feet of warning panel mat actually installed complete in place as shown on the Plans or otherwise as directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials, equipment and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 56: LOAM BORROW 4 INCHES DEEP

The quantity of loam borrow 4 inches deep to be paid for under this item will be measured by the square yard complete in place as shown on the Plans or as directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials and equipment, erosion control maintenance, re-raking, rolling, and for all incidentals required to finish the work, complete and accepted by the Engineer. Stockpiled loam can be reused if approved by the Engineer, otherwise it shall be furnished by the Contractor from sources outside the project limits.

BID ITEM NO. 57: RESIDENTIAL SEEDING

The quantity of residential seed to be paid for under this item will be measured by the square yard complete in place as shown on the Plans or as directed by the Engineer, which has survived the one (1) year guarantee period.

The unit price for this item shall constitute full compensation for all labor, materials and equipment, watering, raking, rolling and re-seeding due to inclement weather and for all incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 58: JUTE MESH

The quantity of jute mesh to be paid for under this item shall be measured by the number of square yards actually installed, complete as indicated on the Plans or as otherwise directed by the Engineer. The unit bid price shall include all costs to overlap the jute mesh at all joints as recommended by the manufacturer and the manufacturer's representative.

The unit price for this item shall constitute full compensation for all labor, materials, equipment, excavation, compaction, anchoring, furnishing, installing and maintaining the jute mesh and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 59: DIRECTIONAL, REGULATORY AND WARNING SIGNS

The quantity of directional, regulatory and warning signs to be paid for under this item will be measured by the number of square feet actually furnished and installed complete in place as shown on the Plans and accepted by the Engineer.

The unit price for this item shall constitute full and complete compensation for all labor, materials and equipment, including posts, hardware, excavation, backfilling, concrete and for all incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 60: PRUNE TREES OR SHRUBS

The quantity of prune trees or shrubs shall be measured by the number of manhours actually employed in pruning in accordance with the Plans or as directed by the Engineer.

The unit price shall constitute full compensation for all labor, materials and equipment, and for all incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 61: DRIP-LINE TREE PROTECTION DEVICE, R.I. STD. 51.1.1

The quantity of drip-line tree protection device to be paid for under this item will be the number of linear feet actually installed as indicated on the Plans or as directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials and equipment, installation, maintenance, removal and disposal, and for all incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 62: 4-INCH EPOXY RESIN PAVEMENT MARKINGS-WHITE

The quantity of 4-inch wide white epoxy resin pavement markings to be paid for under this item shall be the actual length (linear foot) of lines furnished and installed complete as indicated on the Plans or as otherwise directed by the Engineer.

The length of solid lines will be obtained by:

- Calculation from established base line stations or
- Use of a measuring wheel or
- Vehicle odometer readings.

The length of broken lines (except for broken lines less than 10 feet, the actual length shall be used) will be obtained by using $\frac{1}{4}$ of the results obtained for solid lines.

The contract unit price shall include all material, labor, equipment, cleaning of pavement, installation, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 63: 12-INCH EPOXY RESIN PAVEMENT MARKINGS-WHITE

The quantity of 12-inch wide white epoxy resin pavement markings to be paid for under this item shall be the actual length (linear foot) of lines furnished and installed complete as indicated on the Plans or as otherwise directed by the Engineer.

The length of solid lines will be obtained by:

- Calculation from established base line stations or
- Use of a measuring wheel or
- Vehicle odometer readings.

The length of broken lines (except for broken lines less than 10 feet, the actual length shall be used) will be obtained by using $\frac{1}{4}$ of the results obtained for solid lines.

The contract unit price shall include all material, labor, equipment, cleaning of pavement, installation, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 64: EPOXY RESIN PAVEMENT ARROW- STRAIGHT, LEFT, RIGHT OR COMBINED, R.I. STD. 20.1.0

The quantity of epoxy resin pavement arrows straight, left, right or combined to be paid for under this item shall be the actual number of pavement arrows furnished and installed complete as indicated on the Plans or as otherwise directed by the Engineer.

The unit price for this item shall constitute full compensation for all labor, materials and equipment, cleaning of pavement, installation, and for all incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 65: HANDICAP PAVEMENT MARKING

The quantity of handicap pavement marking to be paid for under this item shall be the actual number of handicap pavement markings furnished and installed complete as indicated on the Drawings or as otherwise directed by the Engineer.

The unit price for this item shall constitute full and complete compensation for all labor, materials and equipment, cleaning of pavement, installation of pavement markings, signs, posts, concrete, and for all incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 66: FLAG PERSONS

The quantity of flag persons to be paid for under this item shall be measured by the number of flag persons required to provide traffic control measures in conformance with the latest revisions of the Manual of Uniform Traffic Control Devices (M.U.T.C.D.).

The unit price for this item shall constitute full compensation for all labor, materials, equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 67: FLAG PERSONS OVERTIME

The quantity of flag persons overtime to be paid for under this item shall be measured by the number of flag persons required to provide traffic control measures in conformance with the latest revisions of the Manual of Uniform Traffic Control Devices (M.U.T.C.D.).

The unit price for this item shall constitute full compensation for all labor, materials, equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer.

BID ITEM NO. 68 – FIELD CONTROL AND SURVEY

The work for the section shall be paid for at the Lump Sum Price under Item No. 68 Field Control and Survey.

The lump sum bid price shall include all labor, materials, equipment, and all other incidentals required to finish the work, complete and accepted by the Engineer and Owner as described below.

The contractor shall be responsible to set control points and offsets for the existing roadway centerline of pavement to be used during reconstruction to ensure that the proposed alignment matches existing. The contractor shall also be responsible to record existing driveway and intersecting roadway elevations along roadways to be reconstructed to ensure that the proposed elevations at each driveway match existing.

BID ITEM NO. 69: TRAFFIC PROTECTION

The work for the section shall be paid for at the Lump Sum Price under Item No. 69 Traffic Protection.

Traffic Protection will be paid for at the contract lump sum bid price. The lump sum bid price shall include all labor, materials, signs, barricades, barrels, lights, traffic cones, equipment, including installation and removal of the devices from their initial locations, handling, maintaining, transporting and relocating said devices to storage or to subsequent intermediate locations at which they are to be used for traffic control, and all other incidentals required to finish the work, complete and accepted by the Engineer and Owner.

The Contractor shall supply all required supervision, material, equipment, and labor.

BID ITEM NO. 70: MOBILIZATION/DEMOBILIZATION

The work for the section shall be paid for at the Lump Sum Price under Item No. 70 Mobilization/Demobilization.

The Mobilization will be paid for at the contract lump sum price, to be included in the first estimate. The lump sum price bid shall include all preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of all Contractor's field offices, buildings, and other facilities necessary for work on the project and all other work and operations which must be performed or for costs which must be incurred prior to beginning work. Demobilization shall include, but is not limited to moving out of personnel and equipment, clean worker area, and removal of debris and rubbish. Demobilization shall include all costs incurred or to be incurred in the general demobilization of personnel, equipment, and material at the conclusion of the work. All materials and equipment furnished under this item shall remain the property of the Contractor and shall be maintained by the Contractor.

The Contractor shall supply all required supervision, material, equipment, and labor.

The Lump Sum amount for Mobilization/Demobilization shall not exceed eight percent (8%) of the total contract price for Item Nos. 1 through 69.

BID ITEM NO. 71 POLICE DETAIL ALLOWANCE

A unit price has been established to compensate the Contractor for Police Detail service. The unit price shall only be used to compensate the Contractor for invoices directly from the police department for services provided to direct traffic during construction. The Contractor is responsible for all scheduling of Police Detail service during construction.

Police officers shall wear regulation uniforms and should be regular, reserve or special officers of the communities in which they serve.

High-visibility safety apparel should be worn by all officers providing traffic control. The apparel background (outer) material color shall be either fluorescent orange-red or fluorescent yellow-green, and the retro-reflective material shall be either orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance

of 1,000 feet. The retro-reflective safety apparel shall be designed to clearly identify the wearer as a person.

Services of “Police Detail” will be measured for payment by the number of hours for each person rendering services in accordance with directions of the Engineer. Police Details shall be used on primary roads. The use of Police Details on secondary roads shall be utilized only if required by Police Department, Owner, or Engineer. This is to include, however, only such Police as are employed within either the limits of the construction right-of-way for the project, upon detours stipulated in the Contract; or upon detours ordered by the Engineer. Police furnished by the Contractor for continued use of a detour, bypass, secondary road or temporary traffic control beyond the period for which the Engineer deems such police necessary to the proper completion of the project, or at locations where traffic is unnecessarily restricted by the Contractor’s method of operation will not be measured for payment.

The price bid shall include all supervision, labor, equipment, coordination, material and any incidental costs to complete the work.

The Work of this section shall be paid for as the Unit Price per Hour per officer under Item No. 71.

The Unit Bid price for “Police Detail” has been established and is shown on the Bid Form.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01025

SECTION 01030**SPECIAL REQUIREMENTS****PART 1 GENERAL****1.01 MATERIALS**

Steel, aggregate, soils, Portland cement concrete and bituminous concrete utilized in construction of the Project shall be obtained from Rhode Island Department of Transportation approved sources and sampled and tested by personnel certified by either the Northeast Transportation Training and Certification Program, the National Institute for Certification of Engineering Technologies or American Concrete Institute, whichever may be applicable for the materials being sampled and tested. All steel used in permanent placements shall comply with the Buy America Requirements.

The Contractor must provide the Owner and Engineer with certificates of compliance and mill certifications for all materials in conformance with the Rhode Island Department of Transportation Master Materials Testing Schedule. Manufacturer certificates of compliance must accompany each shipment of product and must be received and accepted by the Owner or Engineer prior to incorporating the product into the work. The Contractor will not be compensated for items where a certificate of compliance is not received.

1.02 TESTING AND INSPECTION

All materials used in the construction of the project shall be new and of current manufacture. All materials and construction may be subject to inspection and testing by a firm hired by the Owner. The Town of Jamestown is responsible for performing testing and inspection.

Test results performed by the Contractor will not be accepted.

All samples shall be random samples and all sampling and all testing shall meet the requirements of 23 CFR Part 637, Construction Inspection and Approval.

1.03 WORK WITHIN STATE RIGHT-OF-WAYS

If construction of the project requires any work within a Rhode Island State Highway right-of-way, in accordance with 23 CFR 635.105, the Contractor must notify the Engineer at least five (5) days in advance of any proposed activity in a State right-of-way.

North Road is a State Highway therefore all work associated with North Road will require RIDOT notification.

1.04 PREVAILING WAGE RATE CERTIFICATION

The Contractor must submit a certification that prevailing wage (Davis Bacon) rates have been paid during construction with each invoice. The certifications will be subject to review and approval by the Owner, Engineer and Rhode Island Department of Transportation.

1.05 CONTRACTOR INVOICES

The Contractor must submit invoices with a cover letter signed by a duly authorized agent of the Contractor, containing the following language and provisions:

"I hereby certify that the materials and work for which payment is being requested meets the requirements of the contract documents and approved change orders in all respects, except as noted below. This certification is made in full cognizance of the federal false Statements provision under United States Code, title 18, section 1020, and I am duly authorized to certify on behalf of the insert Contractor's legal name."

1.06 MAINTAINENCE OF RECORDS

The Contractor must maintain all records pertaining to this project for a period of at least three (3) years from the date of final payment and closure of all pending matters.

1.07 DIMENSIONS OF EXISTING STRUCTURES

Where the dimensions and locations of existing structures are of critical importance in the installation or connections of new work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

1.08 OCCUPYING PRIVATE PROPERTY

The Contractor shall not enter upon nor occupy with men, equipment or materials any property outside of the public highways or Owner's easements, except with the written consent of the property owner or property owner's agent.

1.09 EXISTING UTILITY LOCATIONS - CONTRACTOR'S RESPONSIBILITY

- A. The Contractor shall be responsible for having the utility companies locate their respective utilities on the ground prior to construction.
- B. The Contractor shall, at least seventy-two (72) hours, exclusive of Saturdays, Sundays and holidays, prior to construction in the proximity of telephone, gas, cable television and electric utilities, notify the utilities concerned by calling "DIG SAFE" at telephone number: 1-888-344-7233.

- C. The Contractor shall coordinate all work involving utilities and shall satisfy himself as to the existing conditions of the areas in which he/she is to perform his/her work. He/she shall conduct and arrange his work so as not to impede or interfere with the work of other contractors working in the same or adjacent areas.

1.10 COORDINATION OF WORK

The Contractor shall be responsible for coordinating his/her own work as well as that of any subcontractors. He/she shall be responsible for notification of the Engineer when each phase of work is expected to begin and the approximate completion date.

1.11 TIME FOR COMPLETION OF CONTRACT

The time for completion of this contract is stipulated in the Bid Form. The Bidder shall base his bid on completing the proposed work by the completion date stipulated in Section 00500, AGREEMENT.

1.12 WATER FOR CONSTRUCTION PURPOSES

If water is required and is not available from the Town's water distribution system, the Contractor shall supply water at no additional cost to the Owner.

1.13 COMPLIANCE WITH PERMITS

- A. The Contractor shall perform all work in conformance with requirements of the Permits which appear in Section 01067, PERMITS.

1.14 CUTTING, FITTING, AND PATCHING

- A. The Contractor shall do all cutting, fitting, or patching of his/her work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors, as shown upon or reasonably implied by the drawings and the specifications for the completed structure, including all existing work.
- B. The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor, without the consent of the Engineer.
- C. All holes or openings required to be made in new or existing work, particularly at pipe, conduit, or other penetrations not covered by escutcheons or plates shall be neatly patched. All such holes shall be made completely watertight as approved by the Engineer.
- D. Size and locations of holes required in steel, concrete, or other structural or finish materials for piping, wiring, ducts, etc., which have not been located and detailed on the drawings shall be approved by the Engineer prior to layout and cutting thereof. All holes shall be suitably reinforced as required by the Engineer.

- E. Workmanship and materials of patching and repair work shall match the adjacent similar work and shall conform to the applicable sections of the specification. Patches and joints with existing work shall provide, as applicable in each case, visual, structural, and waterproofing continuity.

1.15 CONTRACTOR'S REPRESENTATIVE

The Contractor shall designate a representative who will be available to respond to emergency calls by the Owner at any time day and night and on weekends and holidays should such a situation arise.

1.16 VISUAL RECORDING

Before beginning construction, the Contractor shall make a color video (DVD format) recording along the entire work length. One (1) complete recording, for the entire project length, shall be furnished to the Engineer prior to the start of the work. The visual recording shall be identified by street name, as applicable, and station.

1.17 HOURS OF CONSTRUCTION ACTIVITY

The Contractor shall conduct all construction activity between 7:00 a.m. and 5:00 p.m., Monday through Friday. No construction work shall be allowed on Saturdays, Sundays or Holidays without written authorization from the Owner.

1.18 CONSTRUCTION CREWS

The Contractor shall not increase the number of construction crews assigned to the work without providing one (1) week advance notice to the Owner and Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01030

SECTION 01050**FIELD CONTROL AND SURVEY****PART 1 GENERAL****1.1 REQUIREMENTS**

- A. The work of this section consists of establishing on the ground the basic horizontal and vertical control for the Safe Routes to School Improvements project by providing reference staking for the proper control and satisfactory completion of all structures, grading, paving, drainage and all other appurtenances, all in accordance with these specifications. All basic field control must be established prior to the start of work.

The field control work to be performed includes:

1. Set horizontal control points at the centerline of proposed pavement every 100 linear feet and at all curves, including offset stakes set outside of the work area. Proposed centerline elevations shall be transferred to offset stakes so as to recreate elevations of new pavement.
 2. Record the gutter line elevations of each driveway within the work area limits based upon an assumed datum. Reference benchmarks shall be set at each end of the proposed regrading work. No more than one (1) datum shall be used to survey each project roadway.
 3. Prior to paving, the surveyor shall examine the gravel sub-base to verify horizontal alignment and vertical grades at all driveways and intersecting roads.
 4. All records shall be kept in standard survey field books. Copies of all records shall be submitted to the Town and RIDOT Survey Section after field control work is completed and the roadway base is examined.
 5. For all survey work completed by the Contractor, all survey books and electronic data shall be submitted to the RIDOT Survey Section, upon completion of the construction work. Field books shall include a listing of all RI Highway bounds that were set, with stations, offsets, coordinates and the date set certified by the Contractor's Professional Land Surveyor.
- B. Any and all survey work shall be performed by a licensed land surveyor as chief of party and competently qualified persons with all necessary instruments, stakes and other material to perform the Work. The Contractor's Professional Land Surveyor

shall be licensed to practice in the State of Rhode Island.

- C. The CONTRACTOR shall have the responsibility to carefully preserve the benchmarks, reference points and stakes, and in the case of destruction thereof by CONTRACTOR or resulting from its negligence, CONTRACTOR shall be charged with the expense and damage resulting therefrom, and CONTRACTOR shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks reference points, and stakes.
- D. Existing or new control points that will be or are destroyed during the normal course of construction shall be re-established by CONTRACTOR, and all reference ties recorded thereafter shall be furnished to ENGINEER. All computations necessary to establish exact position of the Work shall be made and preserved by CONTRACTOR. All such work shall be done at no addition cost to OWNER.
- E. The Town, RIDOT and/or ENGINEER may check all or any portion of the Work, and the CONTRACTOR shall afford all necessary assistance to the Town, RIDOT and ENGINEER in carrying out such check. Any necessary corrections to the Work shall be immediately made by CONTRACTOR at no additional cost to OWNER. Such checking by the Town, RIDOT and/or ENGINEER shall not relieve CONTRACTOR of any responsibilities for completion of surveys or for the accuracy or completeness of its work.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

PART 4 BASIS OF PAYMENT

4.01 BASIS OF PAYMENT

- A. Refer to Section 01025 for Measurement and Payment.

END OF SECTION 01050

SECTION 01067

PERMITS

PART 1 GENERAL

1.01 GENERAL

- A. The Owner has or will obtain and pay for the permits listed below in Paragraph A.1, which are required for this project. The Contractor shall assist in obtaining certain permits, as indicated. The Contractor shall obtain and pay for all other permits required, as defined under the Permits subsection of Section 00700, GENERAL CONDITIONS. The Contractor shall obtain and pay for the permits listed below in Paragraph A.2, which are required for this project.
 - 1. Permits by Owner: R.I. Pollutant Discharge Elimination System (RIPDES) Authorization for Construction Activity > 1 acre.
 - 2. Permits by Contractor: Town of Jamestown Roadway opening permit
- B. The Contractor shall perform the work in accordance with the Contract Documents, including all of the aforementioned permits/order of conditions, and any applicable municipal requirements.
- C. The Contractor shall perform the work in accordance with the attached Soil Erosion and Sediment Control Plan (SESC).

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

ATTACHMENTS:

**R.I. POLLUTANT DISCHARGE ELIMINATION SYSTEM (RIPDES)
AUTHORIZATION FOR CONSTRUCTION ACTIVITY**

AND

SOIL EROSION AND SEDIMENT CONTROL PLAN



RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE OF WATER RESOURCES
235 Promenade Street, Providence, Rhode Island 02908

April 20, 2023

Town of Jamestown/Public Works
Attn: Michael Gray, Director
93 Narragansett Avenue
Jamestown, RI 02835

Re: WQC File# 18-040; RIPDES File RIR101720
Jamestown School Grounds & Safe Routes to School Improvements
Located at multiple sites on North Road, Watson Ave, Lawn Ave and Melrose Ave, Assessor's Plat 8, Lots 62 and 440, Jamestown, RI

Dear Mr. Gray:

The Rhode Island Department of Environmental Management Office of Water Resources (RIDEM OWR) has received the application for the above-referenced project and has determined that it is eligible for authorization, based on the designer's Professional Certification that the application and associated project materials are compliant with the Rhode Island Pollutant Discharge Elimination System Construction General Permit (CGP). The complete application, with revised documentation, was received by RIDEM-OWR on December 29, 2022.

This letter serves as your permit/authorization to discharge for the above-referenced project, provided that you comply with the application materials, the CGP and the following conditions:

- 1) You must submit the Notice of Start of Construction Form prior to commencement of any permitted site alterations or construction activity. The Start of Construction Form can be found on the Stormwater Construction Permitting website.
- 2) Prior to construction, you must erect or post a sign resistant to the weather and at least twelve (12) inches wide and eighteen (18) inches long, which identifies the initials "DEM" and the application number(s) assigned to this permit. The sign must be posted in a conspicuous location near the site access and maintained until the project is complete.
- 3) A copy of this permit, any inspection records, and a signed and updated SESC Plan, must be kept at the site at all times until the project is complete. Copies of this permit must be made available for review by any RIDEM or City/Town representative upon request. Electronic versions of required documents that are readily accessible from the construction site are acceptable.
- 4) All fill material shall be clean and free of matter that could cause pollution of the waters of the State.
- 5) The stormwater collection and treatment system approved herein is for the discharge of stormwater only. Any other discharge is prohibited.
- 6) Any alterations, additions or modifications to the stormwater system from that approved herein, including permanent closure, must be reviewed and approved by RIDEM OWR prior to implementation.

- 7) You must submit the Notice of Termination Form upon completion of the project and final site stabilization. The Notice of Termination Form can be found on the Stormwater Construction Permitting website.
- 8) You are responsible for the long-term inspection, cleaning and maintenance of the stormwater collection and treatment system to ensure proper performance of all components until documentation is provided to indicate that this responsibility has been assumed by another entity. Long-term operation and maintenance is to be as described in the plan entitled, "Long Term Operations & Maintenance Plan for Jamestown School Grounds and Safe Routes to School Improvements, Jamestown, RI" dated December 2022, prepared by Crossman Engineers and received by RIDEM on December 29, 2022.

This permit is not transferable to any person except after written notice to the Director, in the form of a Permit Transfer Form available on the RIDEM Stormwater Construction Permitting website.

RIDEM's Rules and Regulations Governing the Establishment of Various Fees require that RIPDES CGP permit holders pay an Annual Fee of \$100.00. An invoice will be sent to the owner on record in May/June of each year if the construction was still active as of December 31st of the previous year. The owner will be responsible for the Annual Fee until the construction activity has been completed, the site has been properly stabilized, and a completed Notice of Termination (NOT) has been received.

Your authorization to discharge **expires at midnight, on September 25, 2025**. If construction has not been completed by that date, there will be measures in place for you to reauthorize.

You are required to adhere to all above Terms and Conditions and carry out this project in compliance with the CGP at all times. Issuance of this permit does not bar RIDEM, nor any of its various Divisions, from initiating any investigation and/or enforcement actions that it may deem necessary for violations of this permit or of any and all applicable statutes, regulations and/or permits.

This permit has the full force and effect of a permit issued by the Director. This permit does not relieve your obligation to obtain any other applicable local, state and federal permits prior to commencing construction and does not relieve you of any duties owed to adjacent landowners with respect to changes in drainage. RIDEM assumes no responsibilities for damages resulting from faulty design or construction.

If you have any questions regarding the contents of the permit, you may contact Greg Swift at greg.swift@dem.ri.gov or (401) 222-6820, extension 2777708.

Sincerely,



Charles A. Horbert, Deputy Administrator
Stormwater Engineering and 401 Permitting
Office of Water Resources
Rhode Island Department of Environmental Management

ec: Bruce Hagerman, Crossman Engineering

**SOIL EROSION AND SEDIMENT CONTROL PLAN
FOR
JAMESTOWN SCHOOL GROUNDS AND
SAFE ROUTES TO SCHOOL IMPROVEMENTS
JAMESTOWN, RHODE ISLAND**

JANUARY 2018

Revised: December 2022

Prepared by: Crossman Engineering
Engineers & Surveyors
151 Centerville Road
Warwick, RI 02886

Soil Erosion and Sediment Control Plan

For:

**Town of Jamestown, R.I. School Grounds and
Safe Routes to School Improvements**
North Road, Watson Avenue, Lawn Avenue and Melrose Avenue
Jamestown, RI 02835

Owner:

Town of Jamestown
93 Narragansett Avenue
Jamestown, RI 02835
c/o Michael Gray, Director of Public Works
Tel. 401-423-7225, email: mgray@jamestownri.org

Operator:

*TO BE DETERMINED UPON
CONTRACT AWARD*

Estimated Project Dates:

Start Date: 04/15/2023
Completion Date: 11/30/2023

SESC Plan Prepared By:

Crossman Engineering
Bruce Hagerman
151 Centerville Road
Warwick, RI 02886
Tel. 401-738-5660
Email: bruce.hagerman@crossmaneng.com
RIPE No. 5787

SESC Plan Preparation Date:

December 2022

SESC Plan Revision Date:

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

OWNER CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under the direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I am aware that it is the responsibility of the site owner and operator to implement and amend the Soil Erosion and Sediment Control Plan as appropriate in accordance with the requirements of the RIPDES Construction General Permit.



Owner Signature:

2-14-18

Date

Owner Name: Town of Jamestown

Owner Title: c/o: Michael Gray, Director of Public Works

Address: 93 Narragansett Avenue, Jamestown, RI 02835

Phone Number: 401-423-7225

Email Address: mgray@jamestownri.org

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

OPERATOR CERTIFICATION

Upon contract award, the OPERATOR must sign this certification statement before construction may begin.

I certify under penalty of law that this document and all attachments were prepared under the direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I am aware that it is the responsibility of the owner/operator to implement and amend the Soil Erosion and Sediment Control Plan as appropriate in accordance with the requirements of the RIPDES Construction General Permit.

Operator Signature:

Date

Contractor Representative: (To be Determined upon Project Award)

Contractor Title:

Address:

Phone Number:

Email Address:

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

TABLE OF CONTENTS

OWNER CERTIFICATION.....	ii
OPERATOR CERTIFICATION	iii
TABLE OF CONTENTS.....	iv
INTRODUCTION	1
ADDITIONAL RESOURCES.....	2
SECTION 1: SITE DESCRIPTION	3
1.1 Project/Site Information	3
1.2 Receiving Waters	4
1.3 Natural Heritage Area Information.....	6
1.4 Historic Preservation/Cultural Resources	6
1.5 Site Features and Constraints	6
SECTION 2: EROSION, RUNOFF, AND SEDIMENT CONTROL	8
2.1 Avoid and Protect Sensitive Areas and Natural Features.....	8
2.2 Minimize Area of Disturbance.....	8
2.3 Minimize the Disturbance of Steep Slopes	9
2.4 Preserve Topsoil	9
2.5 Stabilize Soils	10
2.6 Protect Storm Drain Outlets.....	11
2.7 Establish Temporary Controls for the Protection of Post-Construction Stormwater Treatment Practices	11
2.8 Divert or Manage Run-on from Up-gradient Areas	12
2.9 Retain Sediment Onsite through Structural and Non-Structural Practices	12
2.10 Properly Design Constructed Stormwater Conveyance Channels	15
2.11 Erosion, Runoff, and Sediment Control Measure List.....	16
<i>Insert a new table for each additional construction phase.</i>	<i>17</i>
SECTION 3: CONSTRUCTION ACTIVITY POLLUTION PREVENTION.....	18
3.1 Existing Data of Known Discharges from Site	18
3.2 Prohibited Discharges	18
3.3 Proper Waste Disposal.....	19
3.4 Spill Prevention and Control	20
3.5 Control of Allowable Non-Stormwater Discharges	20
3.6 Control Dewatering Practices	21
3.7 Establish Proper Building Material Staging Areas	22
3.8 Minimize Dust.....	22
3.9 Designate Washout Areas.....	23
3.10 Establish Proper Equipment/Vehicle Fueling and Maintenance Practices.....	23
3.11 Chemical Treatment for Erosion and Sediment Control	24
3.12 Construction Activity Pollution Prevention Control Measure List	25
SECTION 4: CONTROL MEASURE INSTALLATION, INSPECTION, and MAINTENANCE.....	26
4.1 Installation	26

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

4.2	Monitoring Weather Conditions	26
4.3	Inspections	26
4.4	Maintenance	28
4.5	Corrective Actions	28
SECTION 5: AMENDMENTS		29
SECTION 6: RECORDKEEPING		30
SECTION 7: PARTY CERTIFICATIONS		31
LIST OF ATTACHMENTS		33

*This Table of Contents is structured to be automatically populated by Microsoft Word.
Upon final completion of this template, "right-click" anywhere in the Table of Contents, select "Update Field", and then "Update entire table". Page numbers will automatically be synced with the changed document.*

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

INTRODUCTION

This Construction Site Soil Erosion and Sediment Control Plan (SESC Plan) has been prepared for Town of Jamestown School Grounds and Safe Routes to School Improvements Project. In accordance with the RIDEM Rhode Island Pollutant Discharge Elimination System (RIPDES) General Permit for Stormwater Discharge Associated with Construction Activity (RIPDES Construction General Permit ("CGP")), projects that disturb one (1) or more acres require the preparation of a SESC Plan. This SESC Plan provides guidance for complying with the terms and conditions of the RIPDES Construction General Permit and Minimum Standard 10 of the RI Stormwater Design and Installation Standards Manual. In addition, this SESC Plan is also consistent with Part D of the *RI SESC Handbook* entitled "Soil Erosion and Sediment Control Plans". This document does not negate or eliminate the need to understand and adhere to all applicable RIPDES regulations.

The purpose of erosion, runoff, and sedimentation control measures is to prevent pollutants from leaving the construction site and entering waterways or environmentally sensitive areas during and after construction. This SESC Plan has been prepared prior to the initiation of construction activities to address anticipated worksite conditions. The control measures depicted on the site plan and described in this narrative should be considered the minimum measures required to control erosion, sedimentation, and stormwater runoff at the site. Since construction is a dynamic process with changing site conditions, it is the operator's responsibility to manage the site during each construction phase so as to prevent pollutants from leaving the site. This may require the operator to revise and amend the SESC Plan during construction to address varying site and/or weather conditions, such as by adding or realigning erosion or sediment controls to ensure the SESC Plan remains compliant with the RIPDES Construction General Permit. Records of these changes must be added to the amendment log attached to the SESC Plan, and to the site plans as "red-lined" drawings. Please Note: **Even if practices are correctly installed on a site according to the approved plan, the site is only in compliance when erosion, runoff, and sedimentation are effectively controlled throughout the entire site.**

It is the responsibility of the site owner and the site operator to maintain the SESC Plan at the site, including all attachments, amendments and inspection records, and to make all records available for inspection by RIDEM during and after construction. (RIPDES CGP - Part III.G)

The site owner, the site operator, and the designated site inspector are required to review the SESC Plan and sign the Party Certification pages (Section 8). The primary contractor (if different) and all subcontractors (if applicable) involved in earthwork or exterior construction activities are also required to review the SESC Plan and sign the certification pages before construction begins.

Any questions regarding the SESC Plan, control measures, inspection requirements, or any other facet of this document may be addressed to the RIDEM Office of Water Resources, at 401-222-4700 or via email: water@dem.ri.gov.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

ADDITIONAL RESOURCES

Rhode Island Department of Environmental Management
Office of Water Resources
235 Promenade Street
Providence, RI 02908-5767
phone: 401-222-4700
email: water@dem.ri.gov

RIDEM *RI Stormwater Design and Installation Standards Manual* (RISDISM) (as amended)
<http://www.dem.state.ri.us/programs/benviron/water/permits/ripdes/stwater/t4guide/desman.htm>

RI Soil Erosion and Sediment Control Handbook
<http://www.dem.state.ri.us/soilerosion2014final.pdf>

RIDEM 2013 RIPDES Construction General Permit
<http://www.dem.ri.gov/pubs/regs/regs/water/ripdesca.pdf>

Rhode Island Department of Transportation *Standard Specifications for Road and Bridge Design and Other Specifications* and *Standard Details*
<http://www.dot.ri.gov/business/bluebook.php>

RIDEM Office of Water Resources Coordinated Stormwater Permitting website
<http://www.dem.state.ri.us/programs/benviron/water/permits/swcoord/index.htm>

RIDEM RIPDES Stormwater website
<http://www.dem.state.ri.us/programs/benviron/water/permits/ripdes/stwater/index.htm>

RIDEM Water Quality website (for 303(d) and TMDL listings)
<http://www.dem.ri.gov/programs/benviron/water/quality/index.htm>

RIDEM Rhode Island Natural Heritage Program
<http://www.dem.ri.gov/programs/bpoladm/plandev/heritage/index.htm>

RIDEM Geographic Data Viewer – Environmental Resource Map
<http://www.dem.ri.gov/maps/index.htm>

Natural Resources Conservation Service - Rhode Island Soil Survey Program
<http://www.ri.nrcs.usda.gov/technical/soils.html>

EPA NPDES – Stormwater Discharges from Construction Activities webpage:
<http://water.epa.gov/polwaste/npdes/stormwater/Stormwater-Discharges-From-Construction-Activities.cfm>

EPA Construction Site Stormwater Runoff Control BMP Menu
<http://water.epa.gov/polwaste/npdes/swbmp/Construction-Site-Stormwater-Run-Off-Control.cfm>

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

SECTION 1: SITE DESCRIPTION

1.1 *Project/Site Information*

Project/Site Name:

- **Jamestown School Grounds and Safe Routes to School Improvements:**

This project is for pedestrian and access improvements to the Jamestown School Grounds and the surrounding roadways in Jamestown, Rhode Island.

The site is located within a densely developed residential neighborhood which is situated at the top of hill. The project area generally drains to the north and south towards Narragansett Bay through existing public roadway drainage systems.

The proposed improvements include the following:

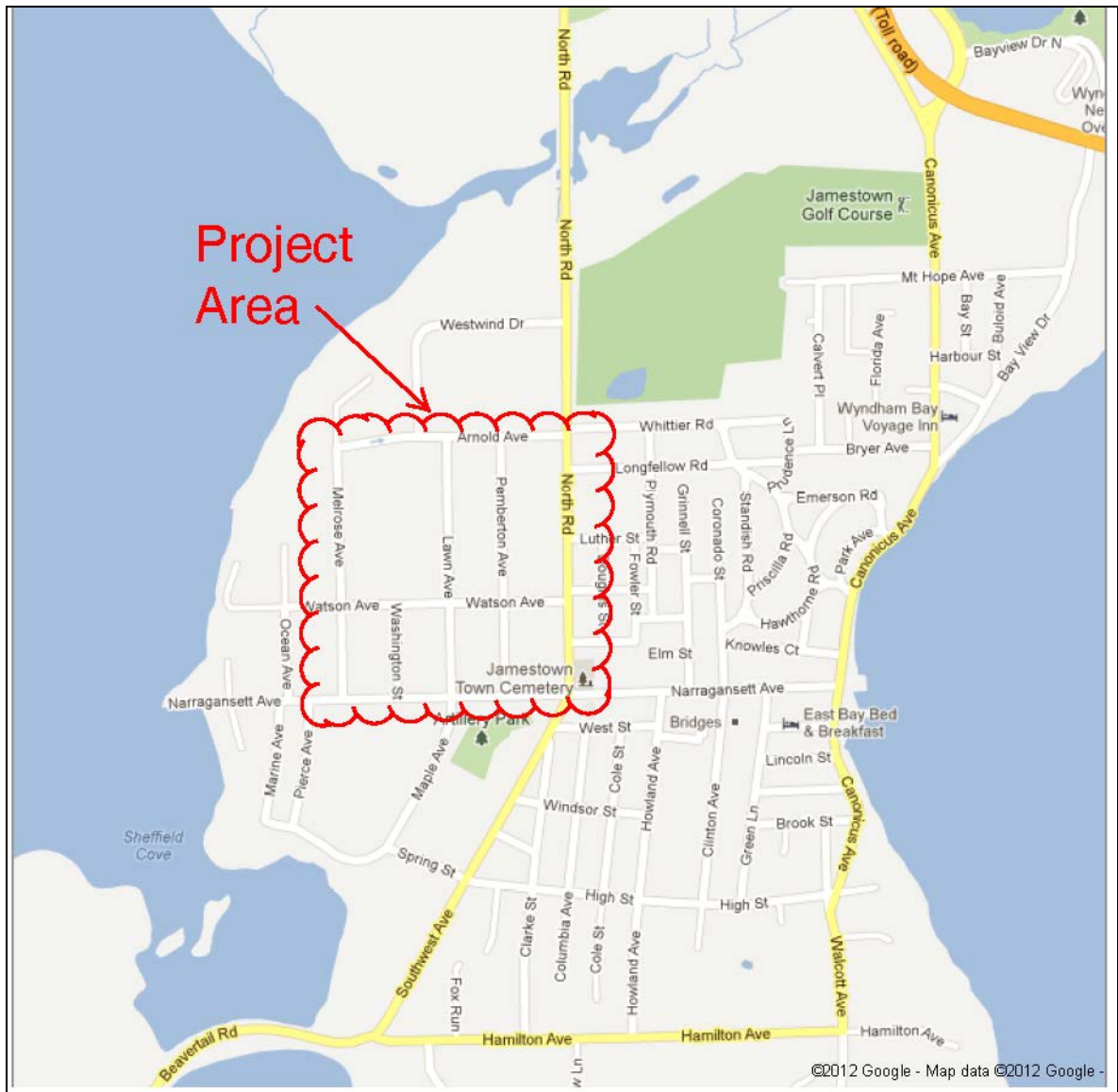
- Installing new curbing and sidewalks
- Improving existing parking areas to reduce the potential for conflicts between vehicles and pedestrians.
- Installing new signage, pavement markings and crosswalks.

Project Street/Location:

- North Road, Watson Avenue, Lawn Avenue and Melrose Avenue
- Arnold Road – New signage only
- Locus Map is shown Below

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue



Provide construction site estimates of the total area of the site and the total area of the site that is expected to undergo soil disturbance.

The following are estimates of the construction site area:

- Total Project Area 1.43 acres
- Total Project Area to be Disturbed 1.43 acres

1.2 Receiving Waters

RIPDES CGP - Parts IV.A.7 & IV.A.8

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

List the separate storm sewer system or drainage system that stormwater from the site could discharge to and the waterbody(s) that receive discharges from each storm sewer or drainage system.

List/description of separate storm sewer systems or drainage systems that may be impacted during construction and the water bodies that receive discharges from each storm sewer or drainage system:

- Jamestown Department of Public Works roadway drainage system on Watson Avenue, Arnold Avenue and Narragansett Boulevard. Ultimate discharge to Narragansett Bay.
- RI Department of Transportation (RIDOT) roadway drainage system on North Road. Ultimate discharge to Narragansett Bay.

List the water body(s) that have the potential to receive stormwater from the site or that have the potential to be impacted by construction, including streams, rivers, lakes, coastal waters, and wetlands. Note any stream crossings, if applicable.

List/description of receiving waters that may be impacted during construction:

- Narragansett Bay Lower West Passage: RI0007027E-03A, Description- West Passage waters south of a line extending from the shore in the vicinity of High Bank Ave, North Kingstown, running due east through buoy N"6" and terminating at the shoreline of Prudence Island; west of a line from the southernmost point on Prudence Island.
- Narragansett Bay Lower West Passage: RI0007027E-03I, Description- West Passage waters off Jamestown in the vicinity of West Ferry/Dutch Island Harbor, from a point on the shore of the western coast of Jamestown which is due east of the Dutch Island pier, to the Fort Getty Pier on Beaverhead Point, to a point at the south.
- Narragansett Bay Lower West Passage: RI0007027E-03L, Description- Sheffield Cove waters in Jamestown south of a line from the range marker located at the western extension of Maple Avenue to the range marker located at the northernmost point of land on the opposite western shore at the entrance to the cove. Jamestown. The State's 303d list indicates this waterbody is impaired by Fecal Coliform and a TMDL is scheduled for completion in 2023.

If any of the water bodies above are impaired (303(d) listed) and/or subject to Total Maximum Daily Loads (TMDLs), list the pollutants causing the impairment and any specific requirements in the TMDL(s) that are applicable to construction sites. Visit <http://www.dem.ri.gov/programs/benviron/water/quality/index.htm> for more information and a list of Rhode Island impaired waters and TMDL Studies. (See also the RIDEM RIPDES Construction General Permit Notice of Intent instructions which can be found at the following link: <http://www.dem.ri.gov/pubs/regs/regs/water/ripdesca.pdf>)

Are any of the receiving waters in the vicinity of the proposed construction project listed as being impaired or subject to a TMDL?

☒ Yes ☒ No (Yes - RI0007027E-03L; No - RI0007027E-03A and RI0007027E-03I)

If yes, List/provide description of 303(d)/TMDL waters and applicable TMDL requirements that must be addressed during construction:

- RI0007027E-03L: Impairment is Fecal Coliform and a TMDL is scheduled for completion in 2023.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

1.3 Natural Heritage Area Information

RIPDES CGP - Part III.H

Each project authorized under the RIPDES Construction General Permit must determine if the site is within or directly discharges to a Natural Heritage Area (NHA). DEM Natural Heritage Areas include known occurrences of state and federal rare, threatened and endangered species. Review RIDEM NHA maps to determine if there are natural heritage areas on or near the construction site that may be impacted during construction. (See also the RIDEM Notice of Intent instructions which can be found at the following link: <http://www.dem.ri.gov/pubs/regs/regs/water/ripdesca.pdf>)

Are there any Natural Heritage Areas being disturbed by the construction activity or will discharges be directed to the Natural Heritage Area as a result of the construction activity?

☐ Yes ☒ No

If yes, describe or refer to documentation which determines the likelihood of an impact on this area and the steps that will be taken to address any impacts.

- N/A

1.4 Historic Preservation/Cultural Resources

The National Historic Preservation Act, and any state, local, and tribal historic preservation laws apply to construction activities. As with endangered species, some permits may specifically require you to assess the potential impact of your stormwater discharges on historic properties. However, whether or not this is stated as a condition for permit coverage, the National Historic Preservation Act and any applicable state or tribal laws apply to you. Contact the Rhode Island Historic Preservation Officer (<http://www.preservation.ri.gov/>) or your Tribal Historic Preservation Officer (http://grants.cr.nps.gov/THPO_Review/index.cfm) for more information.

Are there any historic properties, historic cemeteries or cultural resources on or near the construction site?

☒ Yes ☐ No

Describe how this determination was made and summarize state or tribal review comments:

- Determination by RIHPHC, Narragansett Indian Tribe and multiple archeological site investigations.

If yes, describe or refer to documentation which determines the likelihood of an impact on this historic property, historic cemetery or cultural resource and the steps taken to address that impact including any conditions or mitigation measures that were approved by other parties.

- Soil Disturbances will need to be supervised by an archeologist and a representative of the Narragansett Indian Tribe. Final Archeological Impact Mitigation Plan is still under development.

1.5 Site Features and Constraints

Constraints are identified to ensure a comprehensive understanding of the project and surrounding areas. The first goal in the low impact development (LID) site planning and design process is to avoid

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

*disturbance of natural features. This includes identification and preservation of natural areas that can be used in the protection of water resources. It is important to understand that minimizing the hydrologic alteration of a site is just as important as stormwater treatment for resource protection. Therefore, describe all site features and sensitive resources that exist at the site such as floodplains, steep slopes (>15%), areas with the potential to receive run-on from off-site areas, erodible soils, wetlands, hydric soils, surface waters, and their riparian buffers, specimen trees, natural vegetation, forest areas, stream crossings, historic properties, historic cemeteries or cultural resources that are to be preserved. **This includes those site features that should be avoided within the designated limits of disturbance.** These areas are often identified on a constraints map or in a separate constraints report. For additional discussion on this topic refer to Appendix F. Site Constraint Map of the RI SESC Handbook.*

List All Site Constraints and Sensitive Areas that require avoidance and protection through the implementation of control measures:

- Natural vegetation
- Narragansett Indian Tribe Burial Grounds

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

SECTION 2: EROSION, RUNOFF, AND SEDIMENT CONTROL

RIPDES Construction General Permit – Part III.J.1

The purpose of erosion controls is to prevent sediment from being detached and moved by wind or the action of raindrop, sheet, rill, gully, and channel erosion. Properly installed and maintained erosion controls are the primary defense against sediment pollution.

Runoff controls are used to slow the velocity of concentrated water flows. By intercepting and diverting stormwater runoff to a stabilized outlet or treatment practice or by converting concentrated flows to sheet flow erosion and sedimentation are reduced.

Sediment controls are the last line of defense against moving sediment. The purpose is to prevent sediment from leaving the construction site and entering environmentally sensitive areas.

This section describes the set of control measures that will be installed before and during the construction project to avoid, mitigate, and reduce impacts associated with construction activity. Specific control measures and their applicability are contained in Section Four: Erosion Control Measures, Section Five: Runoff Control Measures, and Section Six: Sediment Control Measures of the *RI SESC Handbook*. The *RI SESC Handbook* can be found at the following address:

<http://www.dem.ri.gov/soilerosion2014final.pdf>.

2.1 Avoid and Protect Sensitive Areas and Natural Features

Per RI Stormwater Design and Installation Standards Manual 3.3.7.1:

Areas of existing and remaining vegetation and areas that are to be protected as identified in the Section 1.6 of the SESC Plan must be clearly identified on the SESC Site Plans for each Phase of Construction. Prior to any land disturbance activities commencing on the site, the Contractor shall physically mark limits of disturbance (LOD) on the site and any areas to be protected within the site, so that workers can clearly identify the areas to be protected.

- Natural vegetation- the area beyond the drip line shall be roped off to protect existing trees from construction equipment. The construction limits on site shall be marked with visible markers placed at eye level. All work and equipment shall be confined to within these limits.

Perimeter erosion controls, inlet and outlet protection, stabilization measures, and good maintenance practices will be utilized to protect surface waters.

Refer to the Soil Erosion and Sediment Control Plan (C15) for locations of controls.

2.2 Minimize Area of Disturbance

Per RI Stormwater Design and Installation Standards Manual 3.3.7.2:

Will >5 acres be disturbed in, order to complete this project?

☐ Yes ☒ No

If yes, phasing must be utilized at this site.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

Will <5 acres be disturbed or will disturbance activities be completed within a six (6) month window?

☒ Yes ☐ No

If yes, phasing is not required as long as all other performance criteria will be met and phasing is not necessary to protect sensitive or highly vulnerable areas.

Project will be constructed in a single phase

Based on the answers to the above questions will phasing be required for this project?

☐ Yes ☒ No

2.3 Minimize the Disturbance of Steep Slopes

Per RI Stormwater Design and Installation Standards Manual 3.3.7.3:

Are steep slopes (>15%) present within the proposed project area?

☐ Yes ☒ No

If yes, steep slopes must be identified on SESC Site Plans.

If yes, also list the specific control measures that will be used to control surface runoff and reduce erosion potential on steep slopes during construction including references to SESC Site Plans where the locations of such control measures are shown. Examples include limiting the number of steep slopes that are disturbed at one time, implementing land grading techniques such as reverse slope benches, diversions, stair steps, and terraced landforms, installation of retaining walls for stabilization of challenging slopes, prevention of soil movement, and slope protection, applying materials for temporary and permanent protection of slopes to prevent erosion such as stone aggregates, rip-rap, erosion control blankets, appropriate spacing of sediment barriers as a function of barrier size, slope, and slope length, geotextile, cellular confinement systems, mattresses (gabions and others), and articulating blocks.

2.4 Preserve Topsoil

Per RI Stormwater Design and Installation Standards Manual 3.3.7.4:

Site owners and operators must preserve existing topsoil on the construction site to the maximum extent feasible and as necessary to support healthy vegetation, promote soil stabilization, and increase stormwater infiltration rates in the post-construction phase of the project. Site owners and operators must comply with the requirements of the Final Archeological Impact Mitigation Plan.

Will existing topsoil be preserved at the site?

☒ Yes ☐ No

If Yes, describe how topsoil will be preserved at the site by describing the techniques that will be implemented to achieve appropriate depths of topsoil (4 inch minimum) and identify the locations where topsoil will be restored on SESC Site Plans.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

The contractor shall strip and stockpile existing loam, where permitted by the Final Archeological Impact Mitigation Plan, from areas that are to be excavated within the project limits. Stockpiled loam shall not be mixed with any subsoil or other unsuitable material.

Soil compaction must be minimized by maintaining limits of disturbance throughout construction. In instances where site soils are compacted the site owner and operator must restore infiltration capacity of the compacted soils by tilling or scarifying compacted soils and amending soils as necessary to ensure a minimum depth of topsoil is available in these areas. In areas where infiltrating stormwater treatment practices are located compacted soils must be amended such that they will comply the design infiltration rates established in the *RI Stormwater Design and Installation Standards Manual*.

2.5 Stabilize Soils

Per RI Stormwater Design and Installation Standards Manual 3.3.7.5:

Upon completion and acceptance of site preparation and initial installation of erosion, runoff, and sediment controls and temporary pollution prevention measures, the operator shall initiate appropriate temporary or permanent stabilization practices during all phases of construction on all disturbed areas as soon as possible, but not more than fourteen (14) days after the construction activity in that area has temporarily or permanently ceased.

Any disturbed areas that will not have active construction activity occurring within 14 days must be stabilized using the control measures depicted in the SESC Site Plans, in accordance with the *RI SESC Handbook*, and per manufacturer product specifications.

Only areas that can be reasonably expected to have active construction work being performed within 14 days of disturbance will be cleared/grubbed at any one time. It is NOT acceptable to clear and grub the entire construction site if portions will not be active within the 14-day time frame. Proper phasing of clearing and grubbing activities shall include temporary stabilization techniques for areas cleared and grubbed that will not be active within the 14-day time frame.

All disturbed soils exposed prior to October 15 of any calendar year shall be seeded by that date if vegetative measures are the intended soil stabilization method. Any such areas that do not have adequate vegetative stabilization, as determined by the site operator or designated inspector, by November 15, must be stabilized through the use of non-vegetative erosion control measures. If work continues within any of these areas during the period from October 15 through April 15, care must be taken to ensure that only the area required for that day's work is exposed, and all erodible soil must be restabilized within 5 working days. In limited circumstances, stabilization may not be required if the intended function of a specific area of the site necessitates that it remain disturbed (i.e. construction of a motocross track).

Describe controls (i.e., temporary seeding with native vegetation, hydroseeding, mulching, application of rolled erosion control products, etc.) including design specifications and details that will be implemented to stabilize exposed soils where construction activities have temporarily or permanently ceased.

Temporary Vegetative Control Measures

- N/A

Temporary Non-Vegetative Control Measures

- Contractor shall install temporary measures such as fiber matting, crushed stone, rip rap, hay or straw in areas where slopes or stabilization has failed.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

Permanent Vegetative Control Measures

- Contractor shall seed all disturbed areas. Refer to Site Plans for seed mix and locations.

Permanent Non-Vegetative Control Measures

- N/A

2.6 Protect Storm Drain Outlets

Per RI Stormwater Design and Installation Standards Manual 3.3.7.7:

Temporary or permanent outlet protection must be used to prevent scour and erosion at discharge points through the protection of the soil surface, reduction in discharge velocities, and through the promotion of infiltration. Outlets often have high velocity, high volume flows, and require strong materials that will withstand the forces of stormwater. Storm drain outlet control measures also offer a last line of protection against sediment entering environmentally sensitive areas.

All stormwater outlets that may discharge sediment-laden stormwater flow from the construction site must be protected using the control practices depicted on the approved plan set and in accordance with the *RI SESC Handbook*.

Describe controls, including design specifications and details, which will be implemented to protect outlets discharging stormwater from the project.

Will temporary or permanent point source discharges be generated at the site as the result of construction of sediment traps or basins, diversions, and conveyance channels?

☐ Yes ☒ No

If Yes, describe the method(s) of outlet protection specified for each instance where a point source discharge will be generated. In addition, specifically reference SESC Site Plan Sheet Numbers which identify where the outlets will be constructed at the site and the corresponding control measures that will be utilized for their protection including any associated specifications required for their installation and maintenance.

2.7 Establish Temporary Controls for the Protection of Post-Construction Stormwater Treatment Practices

Per RI Stormwater Design and Installation Standards Manual 3.3.7.8:

Temporary measures shall be installed to protect permanent or long-term stormwater control and treatment measures as they are installed and throughout the construction phase of the project so that they will function properly when they are brought online.

Examples of temporary control measures that can be used to protect permanent stormwater control measures include: establishing temporary sediment barriers around infiltrating practices, ensuring proper material staging areas and equipment routing (i.e. do not allow construction equipment to compact areas where infiltrating practices will be installed), and by conducting final cleaning of structural long term practices after construction is completed.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

List and describe all post-construction stormwater treatment practices that will be installed during the construction process. Next, outline how these measures will be protected during the construction phase of the project to ensure that they will function appropriately once they are brought online.

Will long-term stormwater treatment practices be installed at the site?

☐ Yes ☒ No

If No, discuss rationale for not including these elements in the SESC Plan.

The project scope of work and funding is only for safe routes to school improvements. Installation of new stormwater treatment practices within the project limits is not possible because the project is located on existing public roadways with narrow right-of-ways and the improvements are located within a known archeological significant site.

2.8 Divert or Manage Run-on from Up-gradient Areas

Per RI Stormwater Design and Installation Standards Manual 3.3.7.10:

Is stormwater from off-site areas anticipated to flow onto the project area or onto areas where soils will be disturbed?

☐ Yes ☒ No

If Yes, describe the specific runoff control measures (i.e., check dams, water bars, diversions, perimeter dikes, lined waterways, vegetated waterways, temporary line channels, sediment barriers, pipe slope drains, etc.) that will be utilized at the site including references to the SESC Site Plan Sheet Numbers, design specifications and details. See the RI SESC Handbook, Section Five: Runoff Control Measures for additional guidance.

2.9 Retain Sediment Onsite through Structural and Non-Structural Practices

Per RI Stormwater Design and Installation Standards Manual 3.3.7.12:

Once the erosion control measures and the run-on diversions are identified and located on the plans, the next step to site planning is sediment control and sediment management. Sediment barriers, inlet protection, construction entrances, stockpile containment, temporary sediment traps, and temporary sediment basins must be integrated into the SESC Plan if applicable. Refer to the RI SESC Handbook Section Six: Sediment Control Measures for additional guidance.

Per RI Stormwater Design and Installation Standards Manual 3.3.7.9:

SEDIMENT BARRIERS must be installed along the perimeter areas of the site that will receive stormwater from disturbed areas. This also may include the use of sediment barriers along the contour of disturbed slopes to maintain sheet flow and minimize rill and gully erosion during construction. Installation and maintenance of sediment barriers must be completed in accordance with the maintenance requirements specified by the product manufacturer or the *RI SESC Handbook*.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

Will sediment barriers be utilized at the toe of slopes and other downgradient areas subject to stormwater impacts and erosion during construction?

☒ Yes ☐ No

If Yes, Describe the rationale for selecting control measures to serve as sediment barriers at the toe of slopes and other down gradient areas subject to stormwater impacts during construction. Describe the specific sediment barriers that will be used at the site in the table provided.

Compost Filled Filter Socks are proposed along the limit of disturbance at downgradient areas.

Describe rationale for whether or sediment barriers are required at regular intervals along slopes in order to minimize the creation of concentrated flow paths (i.e. rilling, gully erosion) and to encourage sheet flow. Keep in mind that sediment barriers can be placed at the toe, top, face, and at grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow. The description of the selected control measures must focus on sediment barrier spacing as a function of slope length and steepness. Refer to the RI SESC Handbook, Section Six: Sediment Control Measure, Straw Wattles, Compost Tubes, and Fiber Rolls Control Measure for additional information on acceptable spacing distances.

Will sediment barriers be utilized along the contour of slopes to maintain sheet flow and minimize rill and gully erosion during construction?

☐ Yes ☒ No

If No, discuss rationale for not including these elements in the SESC Plan.

Sediment barriers are not proposed along the contour of slopes because slopes within the project area do not receive run-on runoff from upland areas.

Per RI Stormwater Design and Installation Standards Manual 3.3.7.6:

INLET PROTECTION will be utilized to prevent soil and debris from entering storm drain inlets. These measures are usually temporary and are implemented before a site is disturbed. ALL stormwater inlets &/or catch basins that are operational during construction and have the potential to receive sediment-laden stormwater flow from the construction site must be protected using control measures outlined in the *RI SESC Handbook*.

For more information on inlet protection refer to the *RI SESC Handbook*, Inlet Protection control measure.

Maintenance

The operator must clean, or remove and replace the inlet protection measures as sediment accumulates, the filter becomes clogged, and/or as performance is compromised. Accumulated sediment adjacent to the inlet protection measures should be removed by the end of the same work day in which it is found or by the end of the following work day if removal by the same work day is not feasible.

Describe controls, including design specifications and details, which will be implemented to protect all inlets receiving stormwater from the project during the entire duration of the project. For more information on inlet protection refer to the RI SESC Handbook Inlet Protection control measure.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

Do inlets exist adjacent to or within the project area that require temporary protection?

☒ Yes ☐ No

If No, discuss rationale for not including these elements in the SESC Plan.

Silt sack inlet protection devices will be installed within existing and proposed catch basins in the project area, and down gradient of work, as noted on the SESC Plan. Silt sack inlet protection shall be inspected and cleaned after every storm event and repaired/replaced as needed.

CONSTRUCTION ENTRANCES will be used in conjunction with the stabilization of construction roads to reduce the amount of sediment tracking off the project. This project has avoided placing construction entrances on poorly drained soils where possible. Where poorly drained soils could not be eliminated, the detail includes subsurface drainage.

Any construction site access point must employ the control measures on the approved SESC site plans and in accordance with the *RI SESC Handbook*. Construction entrances shall be used in conjunction with the stabilization of construction roads to reduce the amount of mud picked up by construction vehicles. All construction access roads shall be constructed prior to any roadway accepting construction traffic.

The site owner and operator must:

1. Restrict vehicle use to properly designated exit points.
2. Use properly designed and constructed construction entrances at all points that exit onto paved roads so that sediment removal occurs prior to vehicle exit.
3. When and where necessary, use additional controls to remove sediment from vehicle tires prior to exit (i.e. wheel washing racks, rumble strips, and rattle plates).
4. Where sediment has been tracked out from the construction site onto the surface of off-site streets, other paved areas, and sidewalks, the deposited sediment must be removed by the end of the same work day in which the track out occurs. Track-out must be removed by sweeping, shoveling, or vacuuming these surfaces, or by using other similarly effective means of sediment removal.

Will construction entrances be utilized at the proposed construction site?

☐ Yes ☒ No

If No, discuss rationale.

The project area consists of mainly public roads that will be swept during construction. The project does not have one point of access. Otherwise most of the work will be performed from upland paved areas. The Contractor shall inspect adjacent roadways to the project area daily and sweep/remove sediment as necessary.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

STOCKPILE CONTAINMENT will be used onsite to minimize or eliminate the discharge of soil, topsoil, base material or rubble, from entering drainage systems or surface waters. All stockpiles must be located within the limit of disturbance, protected from run-on with the use of temporary sediment barriers and provided with cover or stabilization to avoid contact with precipitation and wind where and when practical.

Stock pile management consists of procedures and practices designed to minimize or eliminate the discharge of stockpiled material (soil, topsoil, base material, rubble) from entering drainage systems or surface waters.

For any stockpiles or land clearing debris composed, in whole or in part, of sediment or soil, you must comply with the following requirements:

1. Locate piles within the designated limits of disturbance.
2. Protect from contact with stormwater (including run-on) using a temporary perimeter sediment barrier.
3. Where practicable, provide cover or appropriate temporary vegetative or structural stabilization to avoid direct contact with precipitation or to minimize sediment discharge.
4. NEVER hose down or sweep soil or sediment accumulated on pavement or other impervious surfaces into any stormwater conveyance, storm drain inlet, or surface water.
5. To the maximum extent practicable, contain and securely protect from wind.

Describe materials expected to be stockpiled or stored on-site and procedures for storage of materials to minimize exposure of the materials to stormwater and to eliminate the discharge of stockpiled material from entering drainage systems and surface waters. Refer to the RI SESC Handbook, Stockpile and Staging Area Management Control Measure for additional guidance. Complete the table provided.

STOCKPILE CONTAINMENT				
Construction Phase #	Run-on measures necessary? (yes/no)	Stabilization or Cover Type	Stockpile Containment Measure	Sheet #
1	No	NA	Filter Sock or cover with tarps	SESC Plan

CONSTRUCTED SEDIMENT STRUCTURES (Temporary Sediment Basins and Sediment Traps)

The project mainly involves work along the edge of existing roadways, that will not disturb subwatersheds greater than 1 acre; therefore no sediment traps or basins are required.

2.10 Properly Design Constructed Stormwater Conveyance Channels

Conveyances are required to be designed for inlets to temporary sediment basins. The construction site planner must use best professional judgment to determine if additional conveyance design is required for run-on control or in any other location where velocity control is required.

Soil Erosion and Sediment Control Plan

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

Are temporary stormwater conveyance practices required in order to properly manage runoff within the proposed construction project?

☐ Yes ☒ No

The conveyance will be maintained as depicted on SESC Site Plans and in accordance with the *RI SESC Handbook* and if applicable.

If No, discuss rationale for not including conveyance measures in the SESC Plan.

Temporary sediment basins are not required; therefore conveyances are not proposed.

2.11 Erosion, Runoff, and Sediment Control Measure List

Complete the following table for each Phase of construction where Erosion, Runoff, and Sediment Control Measures are located. This table is to be used as part of the SESC Plan Inspection Report – please fill out accordingly.

It is expected that this table and corresponding Inspection Reports will be amended as needed throughout the construction project as control measures are added or modified.

Phase No. 1		
Location/Station	Control Measure Description/Reference	Maintenance Requirement
Along limit of work (all downgradient areas) Compost Filled Filter Sock	Filter Sock. Section Six, Sediment Control Measures, Straw Wattles, Compost Tubes and Fiber Rolls - <i>RI SESC Handbook</i> .	Inspection should be made after each storm event or 1/week and repair or replacement should be made promptly as needed. Cleanout of accumulated sediment behind the wattle if sediment accumulates to at least ½ the distance between the top of wattle and ground surface.
At drip line adjacent to limit of work Tree protection	Tree Protections. Section Three: Pollution Prevention and Good Housekeeping-Tree Protection- <i>RI SESC Handbook</i> .	The area beyond the drip line shall be roped off to protect existing trees from construction equipment. Inspection of tree protection should be made 1/week, replace as needed.
At all disturbed areas Seed	Seeding. Section Four: Erosion Control Measures-Seeding for Permanent Vegetative Cover- <i>RI SESC</i>	Contractor shall seed all disturbed areas along the edge of roadway. Contractor shall install temporary measures such as fiber matting, crushed stone, rip rap, hay or straw in areas where slopes or stabilization has failed.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

	<i>Handbook.</i>	
Limit of Disturbance	Marked with markers at eye level	The construction limits on site shall be marked with visible markers placed at eye level. All work and equipment shall be confined to within these limits. Inspection of markers should be made 1/week, replace as needed.
At all existing catch basins within the vicinity of construction and new catch basins Silt Sack	Silt Sack. Section Six: Sediment Control Measures – Inlet Protection-RI SESC <i>Handbook.</i>	Inspection should be made after each storm event or 1/week and repair or replacement should be made promptly as needed. Cleaned after every storm event or when sediment has accumulated past the restraint cord. Refer to manufacturer's recommendations for additional maintenance requirements.

Insert a new table for each additional construction phase.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

SECTION 3: CONSTRUCTION ACTIVITY POLLUTION PREVENTION

Per RI Stormwater Design and Installation Standards Manual 3.3.7.14:

The purpose of construction activity pollution prevention is to prevent day to day construction activities from causing pollution.

This section describes the key pollution prevention measures that must be implemented to avoid and reduce the discharge of pollutants in stormwater. Example control measures include the proper management of waste, material handling and storage, and equipment/vehicle fueling/washing/maintenance operations.

Where applicable, include *RI SESC Handbook* or the *RI Department of Transportation Standard Specifications for Road and Bridge Construction* (as amended) specifications.

3.1 Existing Data of Known Discharges from Site

Per RIPDES Construction General Permit – Part III.I:

List and provide existing data (if available) on the quality of any known discharges from the site. Examples include discharges from existing stormwater collection systems, discharges from industrial areas of the site, etc.

Are there known discharges from the project area?

☒ Yes ☐ No

Describe how this determination was made:

- Site Inspections

If yes, list discharges and locations:

- Public Roadway Drainage Systems

Is there existing data on the quality of the known discharges?

☐ Yes ☒ No

If yes, provide data:

- None

3.2 Prohibited Discharges

Per RI SESC Handbook – Part D

The following discharges are prohibited at the construction site:

- Contaminated groundwater, unless specifically authorized by the DEM. These types of discharges may only be authorized under a separate DEM RIPDES permit.
- Wastewater from washout of concrete, unless the discharge is contained and managed by appropriate control measures.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

- Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds, and other construction materials.
- Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance. Proper storage and spill prevention practices must be utilized at all construction sites.
- Soaps or solvents used in vehicle and equipment washing.
- Toxic or hazardous substances from a spill or other release.

All types of waste generated at the site shall be disposed of in a manner consistent with State Law and/or regulations.

Will any of the above listed prohibited discharges be generated at the site?

☐ Yes ☒ No

3.3 Proper Waste Disposal

Per RI SESC Handbook – Part D

Building materials and other construction site wastes must be properly managed and disposed of in a manner consistent with State Law and/or regulations.

- A waste collection area shall be designated on the site that does not receive a substantial amount of runoff from upland areas and does not drain directly to a waterbody or storm drain.
- All waste containers shall be covered to avoid contact with wind and precipitation.
- Waste collection shall be scheduled frequently enough to prevent containers from overfilling.
- All construction site wastes shall be collected, removed, and disposed of in accordance with applicable regulatory requirements and only at authorized disposal sites.
- Equipment and containers shall be checked for leaks, corrosion, support or foundation failure, or other signs of deterioration. Those that are found to be defective shall be immediately repaired or replaced.

Is waste disposal a significant element of the proposed project?

☐ Yes ☒ No

If No, discuss rationale.

The project does not involve building construction. Waste disposal will not be a significant element of the proposed project. The contractor shall keep the site clean of trash. Daily patrol of the construction site should be conducted to pick up trash.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

3.4 Spill Prevention and Control

Per RI SESC Handbook – Part D

All chemicals and/or hazardous waste material must be stored properly and legally in covered areas, with containment systems constructed in or around the storage areas. Areas must be designated for materials delivery and storage. All areas where potential spills can occur and their accompanying drainage points must be described. The owner and operator must establish spill prevention and control measures to reduce the chance of spills, stop the source of spills, contain and clean-up spills, and dispose of materials contaminated by spills. The operator must establish and make highly visible location(s) for the storage of spill prevention and control equipment and provide training for personnel responsible for spill prevention and control on the construction site.

Are spill prevention and control measures required for this particular project?

☒ Yes

☐ No

If Yes, describe all areas where potential spills can occur, and their accompanying drainage points, and describe the spill prevention and control plan to reduce the chance of spills, stop the source of spills, contain and clean up spills, dispose of materials contaminated by spills, and train personnel responsible for spill prevention and control. Provide the method of establishing and making highly visible the location(s) for the storage of spill prevention equipment. Refer to the RI SESC Handbook, Spill Prevention and Control Plan for guidance.

- A spill response kit shall be kept onsite at all times. The contractor is required to notify local authorities and the Rhode Island Department of Environmental Management, Office of Waste Management, of any hazardous spill.

3.5 Control of Allowable Non-Stormwater Discharges

Per RIPDES Construction General Permit – Part III.J.2.e:

Discharges not comprised of stormwater are allowed under the RIPDES Construction General Permit but are limited to the following: discharges which result from the washdown of vehicles where no detergents are used; external building wash-down where no detergents are used; the use of water to control dust; firefighting activities; fire hydrant flushing; natural springs; uncontaminated groundwater; lawn watering; potable water sources including waterline flushing; irrigation drainage; pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled materials have been removed) and where detergents are not used; and foundation or footing drains where flows are not contaminated with process materials such as solvents, or contaminated by contact with soils where spills or leaks of toxic or hazardous materials has occurred. If any of these discharges may reasonably be expected to be present and to be mixed with stormwater discharges, they must be specifically listed here.

Are there allowable non-Stormwater discharges present on or near the project area?

☒ Yes

☐ No

If yes, list the sources of allowable non-Stormwater discharge(s) associated with construction activity. For each of the allowable non-stormwater discharge(s) identified, describe the controls and measures that will be implemented at those locations to minimize pollutant contamination of these discharges and to separate them from temporary discharges of stormwater during construction.

List of allowable non-stormwater discharge(s) and the associated control measure(s):

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

- Concrete washout- Concrete Washout shall be performed using one of the methods listed in Section 3 of the RI Soil Erosion and Sediment Control Handbook. The washout area is shown on SESC Site Plan.
- Dewatering- Temporary Dewatering Basins shall be utilized as required; the number and size of dewatering basins required will vary depending on site conditions. Dewatering filter ring or filter bags shall be utilized for dewatering activities. The filter sock dewatering basin detail is shown on Miscellaneous Details No.4.

If any existing or proposed discharges consist of contaminated groundwater, such discharges are not authorized under the RIPDES Construction General Permit. These discharges must be permitted separately by seeking coverage to treat and discharge under a separate RIPDES individual permit or under the RIPDES Remediation General Permit. Contact the RIDEM Office of Water Resources RIPDES Permitting Program at 401-222-4700 for application requirements and additional information.

Are there any known or proposed contaminated discharges, including anticipated contaminated dewatering operations, planned on or near the project area?

☐ Yes ☒ No

3.6 Control Dewatering Practices

Per RI SESC Handbook – Part D

Site owners and operators are prohibited from discharging groundwater or accumulated stormwater that is removed from excavations, trenches, foundations, vaults, or other similar points of accumulation, unless such waters are first effectively managed by appropriate control measures.

Examples of appropriate control measures include, but are not limited to, temporary sediment basins or sediment traps, sediment socks, dewatering tanks and bags, or filtration systems (e.g. bag or sand filters) that are designed to remove sediment. Uncontaminated, non-turbid dewatering water can be discharged without being routed to a control.

At a minimum the following discharge requirements must be met for dewatering activities:

1. Do not discharge visible floating solids or foam.
2. To the extent feasible, utilize vegetated, upland areas of the site to infiltrate dewatering water before discharge. In no case will surface waters be considered part of the treatment area.
3. At all points where dewatering water is discharged, utilize velocity dissipation devices.
4. With filter backwash water, either haul it away for disposal or return it to the beginning of the treatment process.
5. Replace and clean the filter media used in dewatering devices when the pressure differential equals or exceeds the manufacturer's specifications.
6. Dewatering practices must involve the implementation of appropriate control measures as applicable (i.e. containment areas for dewatering earth materials, portable sediment tanks and bags, pumping settling basins, and pump intake protection.)

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

Is it at all likely that the site operator will need to implement construction dewatering in order to complete the proposed project?

☐ Yes

☒ No

If Yes, describe all areas where construction dewatering may be required and the proposed control measures that will be used to treat and manage dewatering fluids including all proposed discharge points. Proposed control measures must comply with the RI SESC Handbook. Include references to all relevant SESC Site Plans.

- If dewatering is required, the Contractor shall use the filter sock dewatering basin detail that is shown on Miscellaneous Details No.4.

3.7 Establish Proper Building Material Staging Areas

Per RI SESC Handbook – Part D

All construction materials that have the potential to contaminate stormwater must be stored properly and legally in covered areas, with containment systems constructed in or around the storage areas. Areas must be designated for materials delivery and storage. Designated areas shall be approved by the site owner/engineer. Minimization of exposure is not required in cases where the exposure to precipitation and to stormwater will not result in the discharge of pollutants, or where exposure of a specific material or product poses little risk of stormwater contamination (such as final products and materials intended for outdoor use).

Describe construction materials expected to be stored on-site and procedures for storage of materials to minimize exposure of the materials to stormwater. Include references to all relevant SESC Site Plans.

The project only involves the installation of curbing, which will be stored on-site. Other materials such as concrete, crushed stone, rip-rap, and gravel borrow will be trucked in as needed. Excess excavated soil may be temporarily stored on pavement or on vegetated areas. Typically this material will either be placed back into the trench or hauled away. These stockpiles will not remain at the end of the work day.

3.8 Minimize Dust

Per RI SESC Handbook – Part D

Dust control procedures and practices shall be used to suppress dust on a construction site during the construction process, as applicable. Precipitation, temperature, humidity, wind velocity and direction will determine amount and frequency of applications. However, the best method of controlling dust is to prevent dust production. This can best be accomplished by limiting the amount of bare soil exposed at one time. Dust Control measures outlined in the *RI SESC Handbook* shall be followed. Other dust control methods include watering, chemical application, surface roughening, wind barriers, walls, and covers.

Describe dust control practices that will be used to suppress dust and limit its generation (i.e. applying water, limiting the amount of bare soil exposed at one time etc.).

On an as-needed basis or as directed by the Town or Engineer, the contractor shall utilize one of the following methods (as recommended by the Rhode Island Soil Erosion and Sediment Control Handbook) to control dust;

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

- Exposed soil surface should be moistened periodically with adequate water to control dust.
- Calcium chloride should be either loose dry granules or flakes fine enough to feed through a spreader at a rate that will keep surface moist but not cause pollution or plant damage.

3.9 Designate Washout Areas

Per RI SESC Handbook – Part D

At no time shall any material (concrete, paint, chemicals) be washed into storm drains, open ditches, streets, streams, wetlands, or any environmentally sensitive area. The site operator must ensure that construction waste is properly disposed of, to avoid exposure to precipitation, at the end of each working day.

Will washout areas be required for the proposed project?

☒ Yes

☐ No

If Yes, describe location(s) and control measures that will be used to minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, washout areas for concrete mixers, paint, stucco, etc. The recommended location(s) of washout areas should be identified, or at a minimum the locations where these washout areas should not be sited should be called out.

The washout area is shown on Sheet C15 Soil Erosion and Sediment Control Plan and shall be surrounded by compost filled filter sock.

3.10 Establish Proper Equipment/Vehicle Fueling and Maintenance Practices

Per RI SESC Handbook – Part D

Vehicle fueling shall not take place within regulated wetlands or buffer zone areas, or within 50-feet of the storm drain system. Designated areas shall be depicted on the SESC Site Plans, or shall be approved by the site owner.

Vehicle maintenance and washing shall occur off-site, or in designated areas depicted on the SESC Site Plans or approved of by the site owner. Maintenance or washing areas shall not be within regulated wetlands or buffer zone areas, or within 50-feet of the storm drain system. Maintenance areas shall be clearly designated, and barriers shall be used around the perimeter of the maintenance area to prevent stormwater contamination.

Construction vehicles shall be inspected frequently for leaks. Repairs shall take place immediately. Disposal of all used oil, antifreeze, solvents and other automotive-related chemicals shall be according to applicable regulations; at no time shall any material be washed down the storm drain or in to any environmentally sensitive area.

Describe equipment/vehicle fueling and maintenance practices that will be implemented to prevent pollutants from mixing with stormwater (e.g., secondary containment, drip pans, spill kits, etc.) Provide recommended location(s) of fueling/maintenance areas, or, at minimum, locations where fueling/maintenance should be avoided.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

Equipment/Vehicle Fueling and Maintenance practices are not allowed onsite.

3.11 Chemical Treatment for Erosion and Sediment Control

Per RI SESC Handbook – Appendix J

Chemical stabilizers, polymers, and flocculants are readily available on the market and can be easily applied to construction sites for the purposes of enhancing the control of erosion, runoff, and sedimentation. The following guidelines should be adhered to for construction sites that plan to use treatment chemicals as part of their overall erosion, runoff, and sedimentation control strategy.

The U.S. Environmental Protection Agency has conducted research into the relative toxicity of chemicals commonly used for the treatment of construction stormwater discharges. The research conducted by the EPA focused on different formulations of chitosan, a cationic compound, and both cationic and anionic polyacrylamide (PAM). In summary, the studies found significant toxicity resulting from the use of chitosan and cationic PAM in laboratory conditions, and significantly less toxicity associated with using anionic PAM. EPA's research has led to the conclusion that the use of treatment chemicals for erosion, runoff, and sedimentation control requires proper operator training and appropriate usage to avoid risk to aquatic species. In the case of cationic treatment chemicals additional safeguards may be necessary.

Application/Installation Minimum Requirements

If a site operator plans to use polymers, flocculants, or other treatment chemicals during construction the SESC plan must address the following:

1. Treatment chemicals shall not be applied directly to or within 100 feet of any surface water body, wetland, or storm drain inlet.
2. Use conventional erosion, runoff, and sedimentation controls prior to and after the application of treatment chemicals. Use conventional erosion, runoff, and sedimentation controls prior to chemical addition to ensure effective treatment. Chemicals may only be applied where treated stormwater is directed to a sediment control (e.g. temporary sediment basin, temporary sediment trap or sediment barrier) prior to discharge.
3. Sites shall be stabilized as soon as possible using conventional measures to minimize the need to use chemical treatment.
4. Select appropriate treatment chemicals. Chemicals must be selected that are appropriately suited to the types of soils likely to be exposed during construction and to the expected turbidity, pH, and flow rate of stormwater flowing into the chemical treatment system or treatment area. **Soil testing is essential. Using the wrong form of chemical treatment will result in some form of performance failure and unnecessary environmental risk.**
5. Minimize discharge risk from stored chemicals. Store all treatment chemicals in leak-proof containers that are kept under storm-resistant cover and surrounded by secondary containment structures (e.g., spill berms, decks, spill containment pallets), or provide equivalent measures, designed and maintained to minimize the potential discharge of treatment chemicals in stormwater or by any other means (e.g., storing chemicals in covered areas or having a spill kit available on site).
6. Use chemicals in accordance with good engineering practices and specifications of the chemical provider/supplier. You must also use treatment chemicals and chemical treatment systems in

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

accordance with good engineering practices, and with dosing specifications and sediment removal design specifications provided by the supplier of the applicable chemicals, or document specific departures from these practices or specifications and how they reflect good engineering practice.

Will chemical stabilizers, polymers, flocculants or other treatment chemicals be utilized on the proposed construction project?

☐ Yes

☒ No

3.12 Construction Activity Pollution Prevention Control Measure List

Complete the following table for each Phase of construction where Pollution Prevention Control Measures will be implemented. This table is to be used as part of the SESC Plan Inspection Report – please fill out accordingly.

It is expected that this table will be amended as needed throughout the construction project.

Phase No. 1		
Location/Station	Control Measure Description/Reference	Maintenance Requirement
Dewatering, if required	Filter ring or bag for Dewatering (or equal). Section Six: Sediment Control Measures, Pump Intake Protection, <i>RI SESC Handbook</i> .	Monitor dewatering operations, adjust pumping rates as needed, inspect pumping sump, and discharge conditions frequently. Frequent inspection and maintenance is required to minimize the pumping of sediment during dewatering operations. Inspect controls for integrity and if damaged, repair or replace.
Project Wide	Dust Control. Section Three: Pollution Prevention and Good Housekeeping, Dust Control, <i>RI SESC Handbook</i> .	On an as-needed basis or as directed by the Town or Engineer, the contractor shall utilize one of the following methods to control dust; Exposed soil surface should be moistened periodically with adequate water to control dust. Calcium chloride should be either loose dry granules or flakes fine enough to feed through a spreader at a rate that will keep surface moist but not cause pollution or plant damage.
Concrete Washout as designated on SESC Plan	Washout Controls. Section Three: Pollution Prevention and Good Housekeeping, Concrete Washouts, <i>RI SESC Handbook</i> .	Verify that concrete washout container(s) are in place prior to pouring concrete. Inspect daily to verify continued proper performance. Check remaining capacity during pouring operations. Check for leaks periodically.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

SECTION 4: CONTROL MEASURE INSTALLATION, INSPECTION, and MAINTENANCE

4.1 Installation

Per RI SESC Handbook – Part D:

Complete the installation of temporary erosion, runoff, sediment, and pollution prevention control measures by the time each phase of earth-disturbance has begun. All stormwater control measures must be installed in accordance with good judgment, including applicable design and manufacturer specifications. Installation techniques and maintenance requirements may be found in manufacturer specifications and/or the *RI SESC Handbook*.

Include references to SESC Site Plans where installation requirements are located.

Site Plan Set for Town of Jamestown, School Grounds and Safe Routes to School Improvement Project, Lawn Avenue, Melrose Avenue, Watson Avenue, Arnold Road and North Road, December 2017, Sheets 1-22.

4.2 Monitoring Weather Conditions

Per RI SESC Handbook – Part D:

Anticipating Weather Events - Care will be taken to the best of the operator's ability to avoid disturbing large areas prior to anticipated precipitation events. Weather forecasts must be routinely checked, and in the case of an expected precipitation event of over 0.25-inches over a 24-hour period, it is highly recommended that all control measures should be evaluated and maintained as necessary, prior to the weather event. In the case of an extreme weather forecast (greater than one-inch of rain over a 24-hour period), additional erosion/sediment controls may need to be installed.

Storm Event Monitoring For Inspections - At a minimum, storm events must be monitored and tracked in order to determine when post-storm event inspections must be conducted. Inspections must be conducted and documented at least once every seven (7) calendar days and within twenty-four (24) hours after any storm event, which generates at least 0.25 inches of rainfall per twenty-four (24) hour period and/or after a significant amount of runoff or snowmelt.

In order for an operator to successfully satisfy this requirement list the weather gauge station that will be utilized to monitor weather conditions on the construction site. See www.wunderground.com or www.weather.gov for available stations.

The weather gauge station and website that will be utilized to monitor weather conditions on the construction site is as follows:

Weather Underground Station: Jamestown, East Passage **KRIJAMES8**, wunderground.com

4.3 Inspections

Per RI SESC Handbook – Part D:

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

Minimum Frequency - Each of the following areas must be inspected by or under the supervision of the owner and operator at least once every seven (7) calendar days and within twenty-four (24) hours after any storm event, which generates at least 0.25 inches of rainfall per twenty-four (24) hour period and/or after a significant amount of runoff or snowmelt:

- a. All areas that have been cleared, graded, or excavated and where permanent stabilization has not been achieved;
- b. All stormwater erosion, runoff, and sediment control measures (including pollution prevention control measures) installed at the site;
- c. Construction material, unstabilized soil stockpiles, waste, borrow, or equipment storage, and maintenance areas that are covered by this permit and are exposed to precipitation;
- d. All areas where stormwater typically flows within the site, including temporary drainage ways designed to divert, convey, and/or treat stormwater;
- e. All points of discharge from the site;
- f. All locations where temporary soil stabilization measures have been implemented;
- g. All locations where vehicles enter or exit the site.

Reductions in Inspection Frequency - If earth disturbing activities are suspended due to frozen conditions, inspections may be reduced to a frequency of once per month. The owner and operator must document the beginning and ending dates of these periods in an inspection report.

Qualified Personnel - The site owner and operator are responsible for designating personnel to conduct inspections and for ensuring that the personnel who are responsible for conducting the inspections are "qualified" to do so. A "qualified person" is a person knowledgeable in the principles and practices of erosion, runoff, sediment, and pollution prevention controls, who possesses the skills to assess conditions at the construction site that could impact stormwater quality, and the skills to assess the effectiveness of any stormwater controls selected and installed to meet the requirements of the permit.

Recordkeeping Requirements - All records of inspections, including records of maintenance and corrective actions must be maintained with the SESC Plan. Inspection records must include the date and time of the inspection, and the inspector's name, signature, and contact information.

General Notes

- A separate inspection report will be prepared for each inspection.
- The Inspection Reference Number shall be a combination of the RIPDES Construction General Permit No - consecutively numbered inspections. ex/ Inspection reference number for the 4th inspection of a project would be: RIR10####-4
- Each report will be signed and dated by the Inspector and must be kept onsite.
- Each report will be signed and dated by the Site Operator.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

- The corrective action log contained in each inspection report must be completed, signed, and dated by the site operator once all necessary repairs have been completed.
- It is the responsibility of the site operator to maintain a copy of the SESC Plan, copies of all completed inspection reports, and amendments as part of the SESC Plan documentation at the site during construction.

Failure to make and provide documentation of inspections and corrective actions under this part constitutes a violation of your permit and enforcement actions under 46-12 of R.I. General Laws may result.

4.4 Maintenance

Per RI SESC Handbook – Part D:

Maintenance procedures for erosion and sedimentation controls and stormwater management structures/facilities are described on the SESC Site Plans and in the *RI SESC Handbook*.

Site owners and operators must ensure that all erosion, runoff, sediment, and pollution prevention controls remain in effective operating condition and are protected from activities that would reduce their effectiveness. Erosion, runoff, sedimentation, and pollution prevention control measures must be maintained throughout the course of the project.

Note: It is recommended that the site operator designates a full-time, on-site contact person responsible for working with the site owner to resolve SESC Plan-related issues.

4.5 Corrective Actions

Per RI SESC Handbook – Part D:

If, in the opinion of the designated site inspector, corrective action is required, the inspector shall note it on the inspection report and shall inform the site operator that corrective action is necessary. The site operator must make all necessary repairs whenever maintenance of any of the control measures instituted at the site is required.

In accordance with the *RI SESC Handbook*, the site operator shall initiate work to fix the problem immediately after its discovery, and complete such work by the close of the next work day, if the problem does not require significant repair or replacement, or if the problem can be corrected through routine maintenance.

When installation of a new control or a significant repair is needed, site owners and operators must ensure that the new or modified control measure is installed and made operational by no later than seven (7) calendar days from the time of discovery where feasible. If it is infeasible to complete the installation or repair within seven (7) calendar days, the reasons why it is infeasible must be documented in the SESC Plan along with the schedule for installing the control measures and making it operational as soon as practicable after the 7-day timeframe. Such documentation of these maintenance procedures and timeframes should be described in the inspection report in which the issue was first documented. If these actions result in changes to any of the control measures outlined in the SESC Plan, site owners and operators must also modify the SESC Plan accordingly within seven (7) calendar days of completing this work.

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

SECTION 5: AMENDMENTS

Per RIPDES Construction General Permit – Part III.F:

This SESC Plan is intended to be a working document. It is expected that amendments will be required throughout the active construction phase of the project. **Even if practices are installed on a site according to the approved plan, the site is only in compliance when erosion, runoff, and sedimentation are effectively controlled throughout the entire site for the entire duration of the project.**

The SESC Plan shall be amended within seven (7) days whenever there is a change in design, construction, operation, maintenance or other procedure which has a significant effect on the potential for the discharge of pollutants, or if the SESC Plan proves to be ineffective in achieving its objectives (i.e. the selected control measures are not effective in controlling erosion or sedimentation).

In addition, the SESC Plan shall be amended to identify any new operator that will implement a component of the SESC Plan.

All revisions must be recorded in the Record of Amendments Log Sheet, which is contained in Attachment G of this SESC Plan, and dated red-lined drawings and/or a detailed written description must be appended to the SESC Plan. Inspection Forms must be revised to reflect all amendments. Update the Revision Date and the Version # in the footer of the Report to reflect amendments made.

All SESC Plan Amendments, except minor non-technical revisions, must be approved by the site owner and operator. Any amendments to control measures that involve the practice of engineering must be reviewed, signed, and stamped by a Professional Engineer registered in the State of RI.

The amended SESC plan must be kept on file at the site while construction is ongoing and any modifications must be documented.

Attach a copy of the Amendment Log.

Reference RI Model SESC Plan ATTACHMENT G

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

SECTION 6: RECORDKEEPING

RIPDES Construction General Permit – Parts III.D, III.G, III.J.3.b.iii, & V.O

It is the site owner and site operator's responsibility to have the following documents available at the construction site and immediately available for RIDEM review upon request:

- A copy of the fully signed and dated SESC Plan, which includes:
 - A copy of the General Location Map
INCLUDED AS ATTACHMENT A
 - A copy of all SESC Site Plans
INCLUDED AS ATTACHMENT B
 - A copy of the RIPDES Construction General Permit *(To save paper and file space, do not include in DEM/CRMC submittal, for operator copy only)*
INCLUDED AS ATTACHMENT C
 - A copy of any regulatory permits (RIDEM Freshwater Wetlands Permit, CRMC Assent, RIDEM Water Quality Certification, RIDEM Groundwater Discharge Permit, RIDEM RIPDES Construction General Permit authorization letter, etc.)
INCLUDED AS ATTACHMENT D
 - The signed and certified NOI form or permit application form *(if required as part of the application, see RIPDES Construction General Permit for applicability)*
INCLUDED AS ATTACHMENT E
 - Completed Inspection Reports w/Completed Corrective Action Logs
INCLUDED AS ATTACHMENT F
 - SESC Plan Amendment Log
INCLUDED AS ATTACHMENT G

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

SECTION 7: PARTY CERTIFICATIONS

RIPDES Construction General Permit – Part V.G


All parties working at the project site are required to comply with the Soil Erosion and Sediment Control Plan (SESC Plan including SESC Site Plans) for any work that is performed on-site. The site owner, site operator, contractors and sub-contractors are encouraged to advise all employees working on this project of the requirements of the SESC Plan. A copy of the SESC Plan is available for your review at the following location: Town of Jamestown Department of Public Works, 93 Narragansett Avenue, Jamestown, RI 02835.

The site owner and site operator and each subcontractor engaged in activities at the construction site that could impact stormwater must be identified and sign the following certification statement.

I acknowledge that I have read and understand the terms and conditions of the Soil Erosion and Sediment Control (SESC) Plan for the above designated project and agree to follow the control measures described in the SESC Plan and SESC Site Plans.

Site Owner:

Town of Jamestown, R.I.
c/o Michael Gray, Director of Public Works
93 Narragansett Avenue
Jamestown, RI 02835
401-723-7225, mgray@jamestownri.org

 2-14-18

signature/date

Site Operator:

Insert Company or Organization Name
Insert Name & Title
Insert Address
Insert City, State, Zip Code
Insert Telephone Number, Insert Fax/Email

signature/date

Designated Site Inspector:

Insert Company or Organization Name
Insert Name & Title
Insert Address
Insert City, State, Zip Code
Insert Telephone Number, Insert Fax/Email

signature/date

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

SubContractor SESC Plan Contact:

Insert Company or Organization Name

Insert Name & Title

Insert Address

Insert City, State, Zip Code

Insert Telephone Number, Insert Fax/Email

signature/date

Insert more contact/signature lines as necessary

Soil Erosion and Sediment Control Plan - ATTACHMENTS
Town of Jamestown School Grounds and Safe Routes to School Improvements
North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

LIST OF ATTACHMENTS

Attachment A - General Location Map

Attachment B - SESC Site Plans

Attachment C - Copy of RIPDES Construction General Permit and Authorization to Discharge *(To save paper and file space, do not include in DEM/CRMC submittal, for operator copy only)*

Attachment D - Copy of Other Regulatory Permits

Attachment E - Copy of RIPDES NOI *(if required as part of application, see RIPDES Construction General Permit for applicability)*

Attachment F - Inspection Reports w/ Corrective Action Log

Attachment G - SESC Plan Amendment Log

Soil Erosion and Sediment Control Plan - ATTACHMENTS

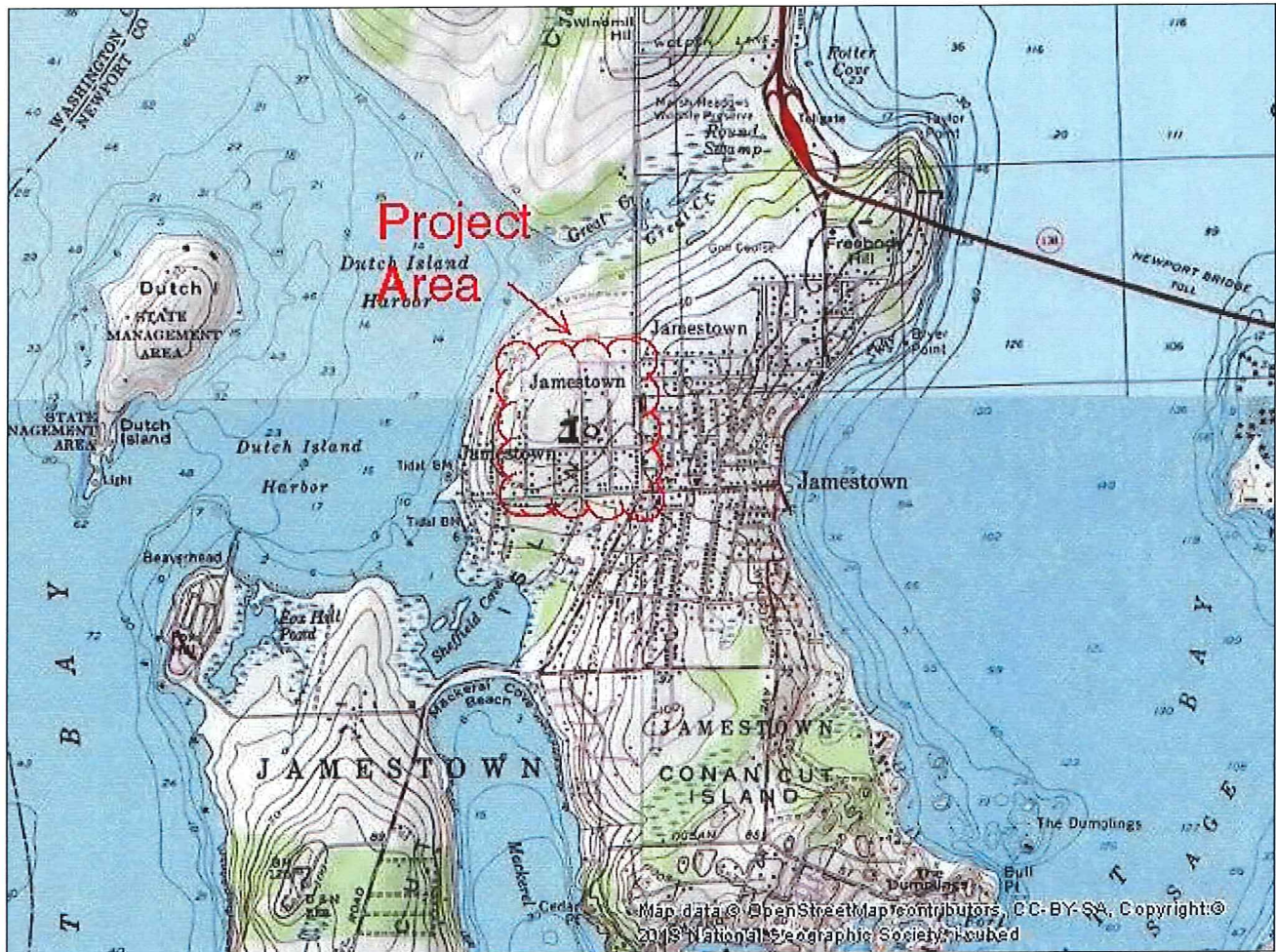
Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

Attachment A - General Location Map

Town of Jamestown School Grounds and Safe Routes to School Improvements

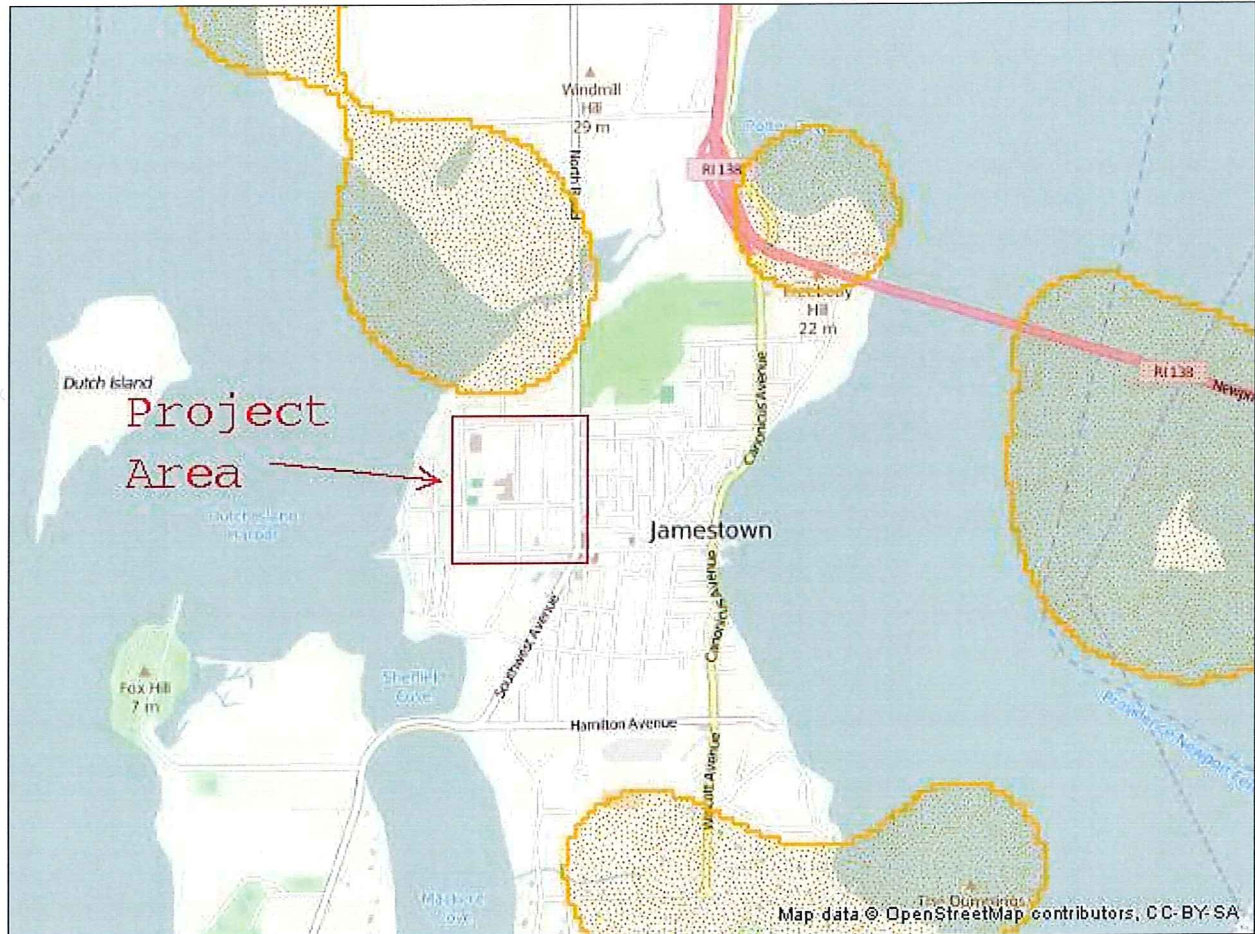
North Road, Watson Avenue, Lawn Avenue and Melrose Avenue



Locus Map

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue



Natural Heritage Areas

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

Attachment B - SESC Site Plans

Partial Plan Set Attached: General Notes and Legend, Soil Erosion and Sediment Control Plan, and Miscellaneous Details No. 4.

Site Plans: Refer to Site Plans for the Jamestown School Grounds and Safe Routes to School Improvements dated December 2022.

<p>HANDICAP PARKING STALLS NOT TO SCALE</p> <p>NOTE: ALL HANDICAP PARKING SPACES SHALL BE IN CONFORMANCE WITH THE BUILDING CODE AND ADA REQUIREMENTS.</p>	<p>HANDICAP PAVEMENT MARKING NOT TO SCALE</p> <p>NOTE: ALL HANDICAP PARKING SPACES SHALL BE IN CONFORMANCE WITH THE BUILDING CODE AND ADA REQUIREMENTS.</p>	<p>PROPOSED HANDICAPPED PARKING SIGNS NOT TO SCALE</p> <p>NOTES: 1. ALL LETTERS ARE 1" SIGNS. 1/2" FOR THE MAIN MESSAGE. 2. SIGN SHALL BE SET FORGEGROUND (CONCRETE SPACE) WITH WHITE BACKGROUND WITH WHITE REFLECTORIZED LETTERS AND BORDER. 3. CONTRACTOR SHALL VERIFY THE POSTED "THAT" SIGN IS THE BUILDING OFFICIAL PRIOR TO INSTALLATION. 4. ONE (1) SIGN REQUIRED FOR EACH PARKING SPACE. 5. INSTALLATION HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH SECTION 24-23 OF THE MUTCD. 6. SIGN MAY BE MOUNTED ON BUILDING/WALL, AT PROPER HEIGHT, ALIGNED WITHIN 12" OF CENTER OF THE PARKING SPACE. 7. ALL HANDICAP PARKING AND STALLS SHALL BE IN CONFORMANCE WITH THE LOCAL AND STATE BUILDING CODE.</p>	<p>SIGN MOUNTING DETAIL NOT TO SCALE</p> <p>(MOUNTING DETAIL FOR PARKING AND SIGNS)</p> <p>(MOUNTING DETAIL FOR SIGNS BEHIND SIDEWALK)</p>
<p>60° ANGLED PARKING DETAIL NOT TO SCALE</p>	<p>60° ANGLED HANDICAP PARKING STALL NOT TO SCALE</p> <p>NOTE: ALL HANDICAP PARKING SPACES SHALL BE IN CONFORMANCE WITH THE LOCAL AND STATE BUILDING CODE AND ADA REQUIREMENTS.</p>	<p>COMPOST FILLED FILTER SOCK SECTION NOT TO SCALE</p> <p>NOTE: 1. CONTRACTOR IS RESPONSIBLE TO BECOME FAMILIAR WITH THE SCHEDULES AND METHODS WITH THE ENGINEER PRIOR TO PLACEMENT. 2. STAKED HAYBALES AND/OR SUT FENCE MAY BE USED IN LIEU OF COMPOST FILLED FILTER SOCK IF APPROVED BY THE OWNER AND DISBURSED.</p>	<p>FILTER BAG INLET SEDIMENT CONTROL DEVICE DETAIL NOT TO SCALE</p> <p>NOTES: 1. TO BE INSTALLED IN ALL THE EXISTING AND NEW CATCH BASINS UNTIL COMPLETION OF CONSTRUCTION. 2. BOOT ADAPTER MAY BE TRIMMED TO SIZE. 3. SHALL BE CHECKED AND CLEANED AFTER EVERY STORM EVENT.</p>
<p>FILTERTEX® FILTER RING™ NOT TO SCALE</p> <p>PLAN</p> <p>SECTION</p> <p>NOTES: 1. INSTALL ON FLAT GRADE FOR OPTIMUM PERFORMANCE. 2. FILTER RINGS MAY BE STACKED IN A PARALLEL CONFIGURATION TO INCREASE FLOW AND STABILITY. 3. FILTER RINGS MAY BE DIRECT SEED AT THE TIME OF INSTALLATION. 4. RING SHALL BE USED IN DEMATERING OPERATIONS.</p>	<p>BICYCLE RACK DETAIL NOT TO SCALE</p> <p>NOTES: 1. BICYCLE RACKS TO BE PAINTED BLACK OR A COLOR/FINISH SELECTED BY THE OWNER. 2. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. 3. A SHOP DRAWING OF THE BICYCLE RACK AND COLOR/FINISH SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL PRIOR TO ORDERING.</p>		

<p>CROSSMAN ENGINEERING</p> <p>151 Crossman Road North Andover, MA 02753 Phone: 978-689-1900 Email: info@crossmaneng.com</p>	<p>PROJECT TITLE</p> <p>JAMESTOWN SCHOOL GROUNDS and SAFE ROUTES TO SCHOOL IMPROVEMENTS</p>	<p>PREPARED FOR</p> <p>TOWN OF JAMESTOWN</p> <p>93 HARRAGANSETT AVENUE JAMESTOWN, RHODE ISLAND</p>	<p>DATE DECEMBER 2022</p> <p>SCALE AS SHOWN</p> <p>REV. NAME 1629-20-DETD-4mg</p> <p>REVISION</p> <p>NUMBER REMARKS DATE</p> <p>ADVERTISING SUBMISSION</p>
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Soil Erosion and Sediment Control Plan - ATTACHMENTS

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

**Attachment C - Copy of RIPDES Construction General Permit and
Authorization to Discharge** *(To save paper and file space, do not
include in DEM/CRMC submittal, for operator copy only)*

Soil Erosion and Sediment Control Plan - ATTACHMENTS

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

Attachment D - Copy of Other Regulatory Permits

Soil Erosion and Sediment Control Plan - ATTACHMENTS

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

Attachment E - Copy of RIPDES NOI

(if required as part of application, see RIPDES Construction General Permit for applicability)

Soil Erosion and Sediment Control Plan - ATTACHMENTS

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

Attachment F - Inspection Reports w/ Corrective Action Log



SESC Plan Inspection Report Instructions

For all projects subject to the requirements of the *RI Stormwater Design and Installation Standards Manual* or the *RIPDES Construction General Permit* the site owner and operator are required to develop and comply with a site specific Soil Erosion and Sediment Control Plan (SESC Plan) in order to remain in compliance with applicable regulations.

This inspection report template has been provided by RIDEM for use by the site operator and designated inspector to document the adequacy and condition of erosion, runoff, sediment, and pollution prevention control measures specified for use on the construction site. It should be customized for your specific site conditions and consistent with the SESC Plan developed for your site.

Using the Inspection Report

This inspection report is designed to be customized according to the control measures and conditions at the site. On a copy of the applicable SESC Site Plans, number or label all stormwater control measures and areas of the site that will be inspected. Include all control measures (temporary traps, basins, inlet protection measures, etc.) and areas that will be inspected. Also, identify all point source discharges/outfalls, and the priority natural resource areas (i.e. streams, wetlands, mature trees, etc). List each control measure or area to be inspected separately in the site-specific control measure section of the inspection report.

Complete any items that will remain constant, such as the project information and control measure locations and descriptions. Then, print out multiple copies of this customized inspection report to use during the inspections.

When conducting the inspection, walk the site by following the SESC Site Plans and numbered control measure locations for inspection. Also note whether the overall site issues have been addressed. Customize this list according to the conditions at the site.

Minimum Monitoring and Reporting Requirements

Your site must be inspected by or under the supervision of the owner and operator at least once every seven (7) calendar days and within twenty-four (24) hours after any storm event which generates at least 0.25 inches of rainfall per twenty-four (24) hour period and/or after a significant amount of runoff. Read Section 4.2 of your SESC Plan for more information regarding the importance of monitoring weather conditions.

General Notes

- A separate inspection report will be prepared for each inspection.

- The Inspection Reference Number shall be a combination of the RIPDES Permit Authorization Number - consecutively numbered inspections. For example: Inspection reference number for the 4th inspection of a project would be: RIR101000-4
- Each report will be signed and dated by the inspector and forwarded to the site operator within 24 hours of the inspection.
- Each report will be signed and dated by the site operator upon his/her receipt and after completion of all required corrective actions.
- It is the responsibility of the site operator to maintain a copy of the SESC Plan, copies of all completed inspection reports, and amendments as part of the SESC Plan documentation at the site during construction.

Corrective Actions

If the SESC Plan Inspection determines that corrective actions are necessary to install or repair control measures, the resultant actions taken must be documented by the site operator. The actions must be recorded in the Corrective Action Log attached to each SESC Plan inspection form. If the site operator disagrees with the corrective action recommendations, it must be documented, with justifiable reasons, in the Corrective Action Log, as well. **Required timeframes for corrective actions are established by regulation and are discussed in Section 4.5 of your SESC Plan.**

Amendments

All SESC Plan Amendments, except minor non-technical revisions, must be approved by the site owner and site operator. The revision must be recorded in the Record of Amendments Log Sheet within the SESC Plan, and dated red-line drawings and/or a detailed written description of the revision must be appended to the SESC Plan. Inspection forms must be revised to reflect all amendments. Update the *Revision Date* and the *Version #* in the footer of the report to reflect amendments made.

The SESC Plan shall be amended whenever there is a change in design, construction, operation, maintenance or other procedure, which has a significant effect on the potential for the discharge of pollutants, or if the SESC Plan proves to be ineffective in achieving its objectives.

******Remember that the regulations are performance-oriented.
Even if all control measures are installed on a site according to the
SESC Plan, the site is only in compliance when
erosion, runoff, sedimentation, and pollution
are effectively controlled. ******

SESC Plan Inspection Report

Project Information			
Name	Town of Jamestown School Grounds and Safe Routes to School Improvements		
Location	Jamestown, RI		
DEM Permit No.			
Site Owner	Name	Phone	Email
Site Operator	Name	Phone	Email
Inspection Information			
Inspector Name	Name	Phone	Email
Inspection Date		Start/End Time	
Inspection Type <input type="checkbox"/> Weekly <input type="checkbox"/> Pre-storm event <input type="checkbox"/> During storm event <input type="checkbox"/> Post-storm event <input type="checkbox"/> Other			
Weather Information			
Last Rain Event Date: Duration (hrs): Approximate Rainfall (in):			
Rain Gauge Location & Source:			
Weather at time of this inspection:			

Check statement that applies then sign and date below:

☐ I, as the designated Inspector, certify that this site has been inspected and is in compliance with the site SESC Plan and the RIPDES Construction General Permit.

☐ I, as the designated Inspector, certify that this site has been inspected and I have made the determination that the site requires corrective actions before it will be compliant with the site SESC Plan and the RIPDES Construction General Permit. The required corrective actions are noted within this inspection report.

Inspector:	Print Name	Signature	Date
The Site Operator (identified in the permit application) acknowledges the receipt of this SESC Plan inspection report, and understands the requirements set forth in the RIPDES Construction General Permit regarding the implementation and maintenance of erosion, runoff, and sedimentation controls and pollution prevention measures.			
Operator:	Print Name	Signature	Date

Site-specific Control Measures

Number the structural and non-structural stormwater control measures identified in the SESC Plan on the site map and list them below (add as necessary). Bring a copy of this inspection form and numbered site map with you during your inspections. This list will help ensure that you are inspecting all required control measures at your site.

FILL THIS TABLE USING THE SESC PLAN TABLES 2.13 & 3.14.

	Location/Station	Control Measure Description	Installed & Operating Properly?	Assoc. Photo/ Figure #	Corrective Action Needed (Yes or No; if 'Yes', please detail action required)
1	Project Wide	Street sweeping	<input type="checkbox"/> Yes <input type="checkbox"/> No		
2	Project Wide	Pick up of trash and debris	<input type="checkbox"/> Yes <input type="checkbox"/> No		
3	At Limit of Disturbance, as indicated on Site Plans	Compost Filled Filter Socks or approved equal	<input type="checkbox"/> Yes <input type="checkbox"/> No		
4	Limit of Disturbance	Marked with stakes/flagged off	<input type="checkbox"/> Yes <input type="checkbox"/> No		
5	Catch Basins in vicinity of construction	Silt sack or approved equal	<input type="checkbox"/> Yes <input type="checkbox"/> No		
6	Dripline adjacent to limit of work	Rope off area beyond drip line	<input type="checkbox"/> Yes <input type="checkbox"/> No		
7			<input type="checkbox"/> Yes <input type="checkbox"/> No		
8			<input type="checkbox"/> Yes <input type="checkbox"/> No		
9			<input type="checkbox"/> Yes <input type="checkbox"/> No		
10			<input type="checkbox"/> Yes <input type="checkbox"/> No		
11			<input type="checkbox"/> Yes <input type="checkbox"/> No		
12			<input type="checkbox"/> Yes <input type="checkbox"/> No		
13			<input type="checkbox"/> Yes <input type="checkbox"/> No		
14			<input type="checkbox"/> Yes <input type="checkbox"/> No		
15			<input type="checkbox"/> Yes <input type="checkbox"/> No		

Overall Site Issues

Below are some general site issues that should be assessed during inspections. Please customize this list as needed for conditions at the site. If item is not applicable, please note why.

	Location/Station		Assoc. Photo/ Figure #	Corrective Action Needed (If 'Yes', please detail action required and include location/station)
1	Have Limits of Disturbance been properly marked and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
2	Have perimeter controls and sediment barriers been adequately installed and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
3	Are storm drain inlets properly protected?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
4	Are natural resource areas (e.g., streams, wetlands, trees, etc.) protected with barriers or similar best management practices (BMPs)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
5	Have graveled access entrance and exit drives and parking areas been installed and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
6	Have sediment controls been installed on all steep side slopes and down slopes that are disturbed, especially those adjacent to property lines, drainage conveyances/inlets or water bodies?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
7	Are all steep slopes and disturbed areas not actively being worked properly stabilized?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
8	Have soils been stabilized where final grading is complete and land disturbance activities have permanently ceased?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
9	Have soils been stabilized where land disturbance activities have been halted temporarily and are not planned to resume within the next fourteen (14) days?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
10	Have soil/gravel stockpiles been stabilized or isolated?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
11	Are building materials which possess an elevated pollution potential stored inside or under cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
12	Are stockpiles of construction wastes properly covered or disposed of to reduce exposure?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
13	Are washout facilities (e.g. paint, concrete) available, clearly marked, and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

	Location/Station		Assoc. Photo/ Figure #	Corrective Action Needed (If 'Yes', please detail action required and include location/station)
14	Are vehicle and equipment fueling, cleaning, and maintenance areas free of spills, leaks, or any other deleterious material?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
15	Are hazardous materials spill kits in place and are there enough materials as prescribed in the SESC Plan to adequately prevent spills from entering any stormwater drainage systems?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
16	Have provisions been made for wind erosion and dust control?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
17	Have areas of obvious erosion/channelization been repaired?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
18	Are receiving conveyance systems and receiving waters at discharge points free of sediment deposition?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
19	Is there evidence of sediment being tracked into the street or off-site?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
20	Are non-stormwater discharges (e.g., wash water, dewatering) properly controlled?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
21	Are post-construction stormwater practices protected from sedimentation prior to final stabilization and bringing them online?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
22	Are infiltrating stormwater practices and qualifying pervious areas protected during construction activities to avoid compacting soil?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
23	(Other)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

(add more as necessary)

General Field Comments:

Photos:

(Associated photos – each photo should be dated and have a unique identification # and written description indicating where it is located within the project area. If a close up photo is required, it should be preceded with a photo including both the detail area and some type of visible fixed reference point. Photos should be annotated with Station numbers and other identifying information where needed.)

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

(add more as necessary)

Soil Erosion and Sediment Control Plan - ATTACHMENTS

Town of Jamestown School Grounds and Safe Routes to School Improvements

North Road, Watson Avenue, Lawn Avenue and Melrose Avenue

Attachment G - SESC Plan Amendment Log

Amendment Log

TO BE FILLED OUT BY SITE OPERATOR

Describe amendment(s) to be made to the SESC Plan, the date, and the person/title making the amendment. ALL amendments must be approved by the Site Owner.

#	Date	Description of Amendment	Amended by: Person/Title	Site Owner Must Initial
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Add more lines/pages as necessary

END OF SECTION 01067

SECTION 01110**HEALTH AND SAFETY PLAN****PART 1 GENERAL****1.01 GENERAL**

- A. Although there is no indication that hazardous materials are present at the project site, the Contractor shall take steps as described herein to be prepared for the possibility of a chance encounter.
- B. Prior to the start of work on the site, Contractor shall submit a site specific health and safety plan, for record purposes only, prepared or reviewed by a Certified Industrial Hygienist, which includes consideration of all potential hazards at the site. The plan shall be submitted not more than fourteen (14) days after receipt of the written Notice to Proceed from the Owner. Work may not proceed at the project site until the Contractor's health and safety plan has been received by the Owner or Engineer.
- C. Contractor shall be cognizant of the minimum standards set forth in OSHA 29 CFR 1910.120. The health and safety plan shall include, but shall not necessarily be limited, to the following:
 - 1. Identification of Contractor's Site Safety Officer.
 - 2. Identification of Hazards and Risks Associated with Project.
 - 3. Contractor's Standard Operating Procedures, including Personnel Training and Field Orientation.
 - 4. Respiratory Protection Training Requirements.
 - 5. Levels of Protection and Selection of Equipment Procedures.
 - 6. Type of Medical Surveillance Program.
 - 7. Personal Hygiene Requirements and Guidelines.
 - 8. Zone Delineation of the Project Site.
 - 9. Site Security and Entry Control Procedures.
 - 10. Field Monitoring of Site Contaminants.
 - 11. Contingency and Emergency Procedures.

12. Listing of Emergency Contacts.

- D. Personal protective equipment required to provide the appropriate level of dermal and respiratory protection shall be determined based on the standards set forth in the Contractor's health and safety plan. The Owner or Engineer may conduct air monitoring for quality control purposes.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01110

SECTION 01300**SUBMITTALS****PART 1 GENERAL****1.01 SHOP AND WORKING DRAWINGS**

- A. As required by the General Conditions, the Contractor shall submit a schedule of shop and working drawings submittals.
- B. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer, through its authorized resident representative at the job site, or by mail, attention: Contractor Shop Drawings, six (6) copies each of the shop and working drawings required as noted in the specifications, of equipment, structural details, and materials fabricated especially for this Contractor.
- C. Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish shop coat, grease fittings, etc., depending on the subject of the drawings. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this Contract.
- D. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from its subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24-inch by 36-inch sheets, except those which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Owner, Project, Contractor and building equipment or structure to which the drawing applies, and shall be suitably numbered.
- E. Only drawings which have been prepared, checked and corrected by the fabricator should be submitted to the Contractor by its subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy itself that the subject matter thereof conforms to the Contract Documents in all respects. Shop drawings shall be reviewed and marked with the date, checker's name and indication of the Contractor's approval, and only then shall be submitted to the Engineer. Shop drawings unsatisfactory to the Contractor shall be returned directly to their source for correction, without submittal to the Engineer. Shop drawings submitted to the Engineer without the Contractor's approval stamp and signature will be rejected. Any deviation from the Contract Documents indicated on the shop drawings must be identified on the drawings and in separate submittal to the Engineer, as required under Article 36 of the General Conditions.

- F. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all shop and working drawings so that there will be no delay in the work due to the absence of such drawings.
- G. The Engineer will review the shop and working drawings as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made on the drawings during the review do not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for: conforming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating its work with that of all other trades; and performing its work in a safe and satisfactory manner. The review of the shop drawings is general and shall not relieve the Contractor of the responsibility for details of design, dimensions, code compliance, etc., necessary for interfacing with other components, proper fitting and construction of the work required by the Contract and for achieving the specified performance.
- H. With few exceptions, shop drawings will be reviewed and returned to the Contractor within thirty (30) days of submittal.
- I. No material or equipment shall be purchased or fabricated especially for this Contract nor shall the Contractor proceed with any portion of the work, the design and details of which are dependent upon the design and details of equipment or other features for which review is required, until the required shop and working drawings have been submitted and reviewed by the Engineer as to their general conformance and compliance with the project and its Contract Documents. All materials and work involved in the construction shall then be as represented by said drawings.
- J. Two (2) copies of the shop and working drawings and/or catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when he/she needs more than two (2) copies.

1.02 SAMPLES

- A. Samples specified in individual Sections include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of respectively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the Engineer or Owner for independent inspection and testing, as applicable to the work.
- B. The number of samples submitted shall be as specified. Submittal and processing of samples shall follow the procedures outlined for shop and working drawings unless the specifications call for a field submittal or mock-up.

- C. Acceptance of samples will be acknowledged via a copy of the transmittal noting status. When samples are not acceptable, prompt re-submittal will be required.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01300

SECTION 01710**CLEANING UP****PART 1 GENERAL****1.01 SCOPE**

- A. The Contractor should be familiar with Section 00700 GENERAL CONDITIONS as they pertain to this section.
- B. The Contractor must employ at all times during the progress of his/her work adequate cleanup measures and safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately, upon direction by the Owner or Engineer provide adequate material, equipment and labor to cleanup and make safe any and all areas deemed necessary by the Engineer.

PART 2 MATERIALS**2.01 MATERIALS USED FOR RESTORATION**

- A. All materials used for the restoration of damaged property shall be of equal or greater quality and shall be as approved by the Owner or Engineer, see Section 3.04.

PART 3 EXECUTION**3.01 DAILY CLEANUP**

- A. The Contractor shall clean up, at least daily, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and sweep the area. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly and workmanlike appearance.
- B. Upon written notification by the Owner or Engineer, the Contractor shall within twenty-four (24) hours clean up those areas which in the Owner's or Engineer's opinion are in violation of this section and the above referenced sections of the Specifications.
- C. If in the opinion of the Owner or Engineer, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

- D. Should the Contractor fail or neglect, after backfilling, to promptly remove all surplus materials, tools and other incidentals, or promptly do the required temporary or permanent paving when stipulated or ordered, the Owner may, after twenty-four (24) hours written notice, cause the work to be done and the cost thereof shall be deducted from any monies then or thereafter due the Contractor.

3.02 MATERIAL OR DEBRIS IN DRAINAGE FACILITIES

- A. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, such material or debris shall be entirely removed and satisfactorily disposed of offsite during progress of the work, and the ditches, channels, drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.

3.03 REMOVAL OF TEMPORARY BUILDINGS, STRUCTURES, AND EQUIPMENT

- A. On or before completion of the work, the Contractor shall, unless otherwise specifically directed or permitted in writing, tear down and remove all temporary buildings and structures built by him/her; shall remove all temporary works, tools and machinery or other construction equipment furnished by him/her; shall remove all rubbish from any grounds which he/she has occupied; shall remove all erosion controls used for trapping sediment; and shall leave the roads and all parts of the property and adjacent property affected by his/her operations in a neat and satisfactory condition.

3.04 RESTORATION OF DAMAGED PROPERTY

- A. The Contractor shall restore or replace, when and as directed, any property damaged by his/her work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary roadway or driveway, walk and landscaping work. Materials, equipment, and methods for such restoration shall be as approved by the Owner or Engineer.

3.05 FINAL CLEANUP

- A. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site to its original or specified condition. This cleanup shall include removing all trash and debris off of the premises. Before acceptance, the condition of the site shall be approved by the Owner or Engineer.

END OF SECTION 01710

DIVISION 2
SITE WORK

SECTION 02000**SUPPLEMENTAL STANDARDS AND SPECIFICATIONS****PART 1 GENERAL**

- 1.01 Technical Specification 02000 references the RIDOT Specification Book for all materials in the contract for which there is no project specific specification. Contractors are required to select materials from the “RIDOT Approved Material List: For Use on Construction Projects, Dated April 2019”, with all revisions which is available from their website: <http://www.dot.ri.gov/documents/doingbusiness/materials/RIDOTApprovedProducts.pdf>
- 1.02 All bituminous concrete pavement mixes must be from the latest Rhode Island Department of Transportation (RIDOT) List of Approved Bituminous Concrete Mixes. All asphalt, ready-mix concrete, and precast concrete production plants must be approved by the RIDOT.

PART 2 SUPPLEMENTAL STANDARDS

In addition to the technical specifications, the technical aspects of proposed construction shall be in accordance with the following documents:

1. the *Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, March 2018 Edition*, with latest revisions, *exclusive of Sections 102, 103, 104, 105, 106, 107, 108, 109 and 938*.
2. the *Rhode Island Department of Transportation Standard Details, June 21, 2019 Edition*, with all revisions.
3. the *Rhode Island Soil Erosion and Sediment Control Handbook, Issued 1989, Revised 2014, Updated 2016* prepared by the Rhode Island State Conservation Committee.

Note: Division 1, Part 100 has been deleted from the R.I. Department of Transportation Standard Specifications and made part of the R.I. Department of Administration Procurement Regulations Section 12. All references to Division 1, Part 100 shall now refer to the applicable part of Section 12 of the Emergency Procurement Regulations. Refer to the attachments for an explanation.

All Measurement and Payment shall be in conformance to Section 01025.

Any reference to the "Department" shall be replaced with the term "Owner."

END OF SECTION 02000

SECTION 02452**TRAFFIC PROTECTION****PART 1 GENERAL****1.01 SCOPE**

- A. This section covers furnishing and installing traffic control signs and other devices.
- B. This section specifies the general requirements for traffic regulation, minimum performance criteria for maintenance and protection of traffic, road closures, and coordination with other parties for the duration of the work.
- C. The Contractor shall be responsible for the maintenance and protection of traffic on public roadways impacted by its operations for the duration of the work. The Contractor shall bear all costs for designing, furnishing and maintaining traffic control facilities for the duration of the work.
- D. The Contractor shall manage traffic in conformance with the project's Transportation Management Plan (TMP) attached to this Section, the project details and the latest MUTCD.

1.02 SYSTEM DESCRIPTION

- A. The Contractor shall furnish all construction signs and personnel deemed necessary by and in accordance with the latest edition of Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) as published by the U.S. Department of Transportation.

1.03 REFERENCE STANDARDS

- A. Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, 2009 Edition with all revisions.
- B. Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, March 2018, including all addenda.
- C. Rhode Island Department of Transportation Standard Details, June 21, 2019, including all addenda.

1.04 POLICE DETAILS

- A. When, in the opinion of the Owner or the Engineer, public safety or convenience requires the services of police, the Owner or Engineer may direct the Contractor

to provide manpower to direct traffic within or adjacent to the location of work under this Contract.

- B. When so directed, the Contractor shall make all arrangements for obtaining the necessary manpower. The Contractor shall be compensated for police details through an allowance item listed on the Bid Form. The Contractor shall pay all incidental costs including flagmen and other labor, equipment, materials, and subcontracts related to the implementation and coordination of these services. These items are not to be included as part of the allowance bid item for police details.

The Contractor shall only use both Police Officers and cruisers during reclamation or paving operations. During all other work such as general work, drainage installation, loam and seeding, etc. only a police officer (no cruiser) shall be used to direct traffic. The Town may also elect to use only Police Officers without cruisers if the budget dictates the need.

- C. The Contractor shall ensure that invoices for Police Services are transmitted to the Owner to support reimbursement. The Contractor shall maintain and submit to the Engineer on a weekly basis, a log of all Police details including date, time, duration, location and purpose.
- D. The Contractor shall sequence its operations and manage its work to avoid excessive need for police services. If, in the opinion of the Engineer, the Contractor has conducted its work in a manner that has lead to excessive need to police services, the Engineer may recommend that the Owner backcharge the Contractor for an appropriate sum as determined by the Engineer.
- E. The intent is to insure public safety by police direction of traffic. Police are not to serve as watchmen to protect the Contractor's equipment and materials, or to warn pedestrians of such hazards as open trenches.
- F. Nothing contained herein shall be construed as relieving the Contractor of any of his/her responsibilities for protection of persons and property under the terms of the Contract.

PART 2 PRODUCTS

2.01 TRAFFIC DEVICES AND MARKINGS

- A. Traffic devices and markings shall conform to Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction Divisions I and III and the FHWA Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, 2009 Edition with all revisions.

2.02 TRAFFIC CONTROL FACILITIES

- A. Temporary traffic control equipment shall be furnished by the Contractor at the start of construction, adjusted as needed throughout the course of the work and removed or restored at the completion of the work and shall include, but shall not be limited to:
 - 1. Traffic barriers, signage, re-striping, work zone warnings and detours;
 - 2. Temporary paved public roadways, traffic lanes and detours;
- B. The Contractor shall restore all public roadways and traffic control devices to a condition equal to, or better than that existed prior to the work.

PART 3 EXECUTION

3.01 INSTALLATION

- A. The Contractor shall erect barricades, barrier fences, traffic signs, and other traffic control devices as required by the, Project's TMP, details, MUTCD, or as directed by the Owner or Engineer, to protect the work area from traffic, pedestrians, and animals.
- B. The Contractor shall relocate barricades, signs, and other devices as necessary as the work progresses.
- C. Unless extended protection is required for a specific area, when the work has been completed, all temporary warning and regulatory devices used by the Contractor shall be removed so that traffic can move unimpeded through the area.

3.02 MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL DEVICES

- A. The Contractor shall not close any State or Town streets or rights-of-way without prior permission from the Rhode Island Department of Transportation and/or the Town of Jamestown. The Contractor shall maintain existing traffic flows to all areas adjacent to the work areas. The Contractor shall not close or obstruct any portion of a street, road, or private way that shall be rendered unsafe by the Contractor's operations. Instead, the Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.
- B. Streets, roads, lanes, private ways, and walks not closed, shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for adequacy and safety of provisions made therefore.

- C. The Contractor shall, at least seven (7) days in advance, notify the Engineer in writing if the closure of a street or road is necessary and at least two (2) days in advance, notify the Police, Fire and School Departments in writing, with a copy to the Engineer. The Contractor shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.
- D. Throughout the duration of the work, the Contractor shall maintain all temporary and permanent traffic control facilities, signs, barricades and other protective devices in a sturdy, clean, legible condition. The Contractor shall cover or remove signs not in use. Maintenance of devices will include repairing; adjusting; washing; repainting, and the re-application of reflective sheeting.
- E. Care shall be exercised such that weeds, shrubbery, and construction materials, equipment, and spoils do not obscure the message of any sign, light, or barricade.
- F. No defective and/or damaged devices shall be installed. Devices showing defects or damage shall be either repaired or removed and replaced at no additional cost to the Owner.
- G. Any and all costs, including Owner and Engineer costs, of fines levied for violation of any permit requirements which are a direct result of Contractor's performance or non-compliance with issued permits or applicable regulations shall be paid by Contractor at no cost to the Owner.

3.03 PARKING

- A. The Contractor shall be responsible for managing employee parking throughout the duration of the Contract. The Contractor shall secure and establish parking at the work site in a legal and safe manner that does not adversely affect traffic flows on public roads.

3.04 ROAD MAINTENANCE AND SITE ACCESS

- A. The Contractor shall establish entrances and exits to the site that are approved by the Owner or Engineer.
- B. The Contractor shall install and maintain wheel wash facilities at all site exits, as required by the Plans and SWPPP.
- C. The Contractor shall retain the services of a street sweeper to remove all muck and dust tracked onto public roadways due to its operations. Sweeping shall be conducted to the satisfaction of the Engineer in accordance with Section 01710.

ATTACHMENT

TRANSPORTATION MANAGEMENT PLAN (TMP)

**LEVEL 3
TRANSPORTATION
MANAGEMENT
PLAN**

Project Name: **Jamestown School Grounds and Safe Routes to School Improvements Project**

Jamestown Design Contract No(s): **2007-IE-001**

Jamestown Construction Contract No(s): **STP-SRTS(003)**

Submission: **PS&E**

Date: **8/X/2022**

PROJECT INFORMATION

Brief Project Description: The work on this project includes but is not limited to: The installation of cement concrete curb, sidewalks, wheelchair ramps, and crosswalks (2); furnishing and installing pavement markings and signs, removing and disposing pavement, sidewalks, curb, and pavement markings; furnishing and installing bituminous pavement and berm; furnishing and installing loam and seed; adjusting utilities, installing drainage structures, hydrant installation, soil and erosion control, dust control, and providing maintenance and protection of traffic.

General Work Limits: The work will take place in the Town of Jamestown on Lawn Avenue at the Lawn Avenue School, on North Road from Swinburne Street to Valley Street, as well as on the grounds of the Lawn Avenue School and the Melrose Avenue School.

WORK ZONE LOCATIONS

ROADWAY NAME or INTERSECTION	FROM	TO	APPROX. LENGTH
Lawn Avenue	Lawn Avenue School Egress	Lawn Avenue School Access	0.06 mi.
North Road	Swinburne Street	Valley Street	0.08 mi.
Melrose Avenue School Grounds	N/A	N/A	N/A
Lawn Avenue School Grounds	N/A	N/A	N/A
Valley Street @ North Road	N/A	N/A	N/A
Watson Avenue @ North Road	N/A	N/A	N/A
Swinburne Street @ North Road	N/A	N/A	N/A

General Project Schedule*: This work is expected to begin after April 16, 2018 and is expected to be completed by November 30, 2018.

*The information in this section is not intended to and shall not supersede the approved schedule and milestone/completion dates for the project.

TRAFFIC-RELATED WORK RESTRICTIONS

General Restrictions: See attachment fo General Restrictions.

Holiday Restrictions: No lane and/or shoulder closures allowed after 13:00 on the Friday preceding a holiday weedend.

EASTER SUNDAY

No lane and/or shoulder closures allowed on Saturday.

No lane and/or shoulder closures allowed on Sunday until 22:00 (after 22:00, General Restrictions shall apply)

NEW YEARS DAY, INDEPENDENCE DAY, & CHRISTMAS DAY

No lane and/or shoulder closures allowed after 13:00 on the day before the holiday.

No lane and/or shoulder closures allowed on the holiday.

VETERANS DAY

No lane and/or shoulder closures allowed after 13:00 on the day before the holiday.

No lane and/or shoulder closures allowed on Veterans Day until 22:00 (after 22:00, General Restrictions shall apply)

DR. MARTIN LUTHER KING JR. DAY, VICTORY DAY, & COLUMBUS DAY

No lane and/or shoulder closures allowed on Saturday and/or Sunday.


































No lane and/or shoulder closures allowed on Monday until 22:00 (after 22:00, General Restrictions shall apply)

MEMORIAL DAY & LABOR DAY

No lane and/or shoulder closures allowed on Saturday, Sunday, and/or Monday.

TEMPORARY TRAFFIC CONTROL PLANS

These Designer-Developed TTC Plans will be used during the work on this project

RIDOT TYPICAL TTC PLANS		Included in:	
		TMP	Plan Set
	Mobile Operation		
	Work Beyond the Shoulder		
	Shoulder Closure - Two Lane Road		
	Shoulder Closure - Limited Access		
	1-Side Lane Shift - Two Lane Road		
	2-Side Lane Shift - Two Lane Road		
	Lane Shift - Limited Access		
	Lane Closure - Two Lane Road		
	Lane Closure - Four Lane Road		
	Lane Closure - Limited Access		
	Double Lane Closure - Limited Access		

PUBLIC INFORMATION PLAN

These strategies will be used to provide information concerning the project to road users and the community

SELECTED STRATEGIES	RESPONSIBILITIES / REQUIREMENTS / SPECIAL CONSIDERATIONS
Commercial radio traffic reports	TMP Imp. Mngr. to send notification form to Communications min. 48 hrs. in advance of restrictions.
Other press releases/media alerts	TMP Imp. Mngr. to send notification form to Communications min. 48 hrs. in advance of restrictions.
Changeable message signs (CMS)	TMP Imp. Mngr. to send notification form to TMC min. 48 hrs. in advance of restrictions.

TRANSPORTATION OPERATIONS PLAN

These strategies will be used to provide improved transportation operations/safety within project work zones

[illegible]

PERFORMANCE MONITORING, CHANGES TO TMP, & CONTINGENCIES

The **Contractor's TMP Implementation Manager (if identified below)** is responsible for keeping the portion of the project being used by public traffic in a condition that (1) safely and adequately accommodates such traffic and (2) is in accordance with the Traffic-Related Work Restrictions, the Temporary Traffic Control Plans, and where appropriate, the other transportation management strategies identified above. The **TMP Implementation Manager** or his/her responsible designee should (1) inspect the project work zones at initial setup, at the start of each subsequent work day, and just prior to extended breaks in the work (e.g., weekends) for conformance with the Temporary Traffic Control Plans, the *ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features*, and where applicable, the other transportation management strategies identified above and (2) document all work zone-related feedback and complaints that are received from the public.

If at any time (1) a significant deviation from any of the strategies included in the TMP (e.g., the use of an alternate construction sequence) is desired by one or more members of the project implementation team, (2) field observations and/or data suggest that impacts to road users are or will be unacceptable, or (3) one or more performance requirements established in the TMP are not being met in the field, the TMP Implementation Manager will coordinate with other interested parties as appropriate and/or necessary to consider and determine whether revised and/or alternate strategies should be implemented in an effort to lessen the adverse safety and/or mobility impacts of the project. If the TMP Implementation Manager deems that strategy changes should be implemented, the changes shall be documented in a revised version of the TMP.

If a significant deviation from any of the strategies included in the TMP is requested by the Contractor, unless directed otherwise by the Town the Contractor is responsible for preparing and submitting to the TMP Implementation Manager appropriate documentation (e.g., design calculations, analysis reports, Temporary Traffic Control Plans, etc.) showing that the requested change(s) are (1) feasible and (2) expected to result in safety and mobility impacts that are no more adverse than the impacts resulting from the strategies already included in the latest approved TMP. The Town will review and consider the submittal(s) as described in the preceding paragraph and will determine whether the changes should be implemented. If the requested changes are approved by the Town, unless otherwise directed by the Town the Contractor shall prepare and submit to the TMP Implementation Manager a revised version of the latest approved TMP in both printed and electronic (Microsoft® Excel) format that documents all of the approved changes. Work to implement the changes shall not begin until the TMP Implementation Manager has approved of the revised TMP.

When unexpected events (e.g., crashes, inclement weather, unforeseen traffic demands, etc.) occur in a project work zone where one or more lanes are closed, the TMP Implementation Manager or his/her responsible designee should (1) determine whether or not the lane closure(s) can/should be removed in order to improve traffic operations and/or minimize delays and (2) if deemed appropriate, take action to remove the lane closure(s).

Other
Requirements:

TMP APPROVALS

All approvals must be obtained prior to start of work

JAMESTOWN PUBLIC WORKS DIRECTOR		
Signature: _____		
Date: _____		

Revision #	Initials	Date

Signature: _____		
Date: _____		

Revision #	Initials	Date

Signature: _____		
Date: _____		

Revision #	Initials	Date

TMP IMPLEMENTATION MANAGERS

Project managers with the primary responsibility & authority for implementation of this TMP

TOWN OF JAMESTOWN	
Name:	
Title:	
Unit:	
Office Phone:	
Mobile Phone:	
E-Mail:	

CONTRACTOR (if contract work)	
Name:	
Title:	
Company/Unit:	
Office Phone:	
Mobile Phone:	
E-Mail:	

TRAFFIC-RELATED WORK RESTRICTIONS, General Restrictions:
Level 3 TMP - Jamestown School Grounds and Safe Routes to School Improvements Project

08/XX/22
Page 1 of 1

MINIMUM NUMBER OF TRAVEL LANES AND SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1, 2}									
Location	Time of Day		Day of Week						
	From	To	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Watson Ave/North Road Intersection, North Rd., Valley St. and Swinburn St.	0:00	9:00	ALL	ALL	ALL	ALL	ALL	ALL	ALL
	9:00	15:00	ALL	1L(alt)	1L(alt)	1L(alt)	1L(alt)	1L(alt)	ALL
	15:00	24:00	ALL	ALL	ALL	ALL	ALL	ALL	ALL

MINIMUM NUMBER OF TRAVEL LANES AND SHOULDERS TO REMAIN OPEN TO TRAFFIC ^{1, 2}									
Location	Time of Day		Day of Week						
	From	To	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Lawn Avenue	0:00	9:00	ALL	ALL	ALL	ALL	ALL	ALL	ALL
	9:00	14:00	ALL	1L(alt)	1L(alt)	1L(alt)	1L(alt)	1L(alt)	ALL
	15:00	24:00	ALL	ALL	ALL	ALL	ALL	ALL	ALL

LEGEND

ALL

All travel lanes shall remain open to traffic

1L (alt)

A minimum of one 10-foot wide travel lane shall remain open to alternating traffic

NOTES

1. The set-up and break-down of temporary traffic control devices within the traveled way shall be construed as a closure of that travel way.
2. The provisions noted herein shall not free the Contractor from his responsibility to conduct all work in a manner that assures the least possible obstruction to traffic.
3. The Contractor shall provide for safe pedestrian passage through the Project work zones at all times.
4. Access to and from all side streets, driveways, buildings and other pedestrian pathways intersecting the Project work zones shall be maintained at all times unless otherwise shown on the plans.
5. The Contractor shall coordinate all work with the Jamestown School Department.

END OF SECTION 02452

DISTRIBUTION OF QUANTITIES

Distribution of Quantities
Jamestown School Grounds and Safe Routes to School Improvements
September 2022

Item No.	Description	Unit of Measure	Quantity
1.	Cutting and Disposing Isolated Trees (4" to 24")	EA	
	-General Plan No. 2		
	Lawn Ave. School Parking Lot		
	STA. 401+51 LT		1
	STA. 401+98LT		1
	-General Plan No. 5		
	STA. 16+66 RT		1
	Item #1 Total:		3
2.	Complete Removal and Disposal of Isolated Stumps (4" to 24")	EA	
	-Project Wide		
	From Item Cutting and Disposing Isolated Trees (4" to 24")		3
	Item #2 Total:		3
3.	Clearing and Grubbing	SY	
	-General Plan No. 3		
	STA. 105+71 to 105+88 RT		8
	STA. 105+78 to 106+36 LT		46
	-General Plan No. 4		
	STA. 106+62 to 108+05		293
	Item #3 Total:		347
4.	Remove and Dispose Concrete Curb	LF	
	-General Plan No. 2		
	Lawn Ave. School Parking Lot		
	STA. 400+54 to 400+95 LT		73
	STA. 400+92 to 401+11 LT		90
	STA. 401+65 to 401+95 LT		103
	-General Plan No. 4		
	Melrose Ave. School Parking Lot		
	STA. 502+49 RT		17
	STA. 502+77 to STA. 503+01 RT		31
	STA. 503+00 to 503+20 RT		33
	STA. 502+41 to 502+76 RT (island)		93
	-General Plan No. 5		
	North Road		
	STA 14+21 RT		10
	Valley Street		
	STA. 17+67 RT		10
	Item #4 Total:		460
5.	Remove and Dispose Sidewalks	SY	
	-General Plan No. 2		

Item No.	Description	Unit of Measure	Quantity
	Lawn Ave. School Parking Lot		
	STA. 400+54 to STA. 400+95 LT		54
	-General Plan No. 4		
	STA. 502+08 to 502+15 RT		6
	STA. 503+00 to 503+20 RT		16
	-General Plan No. 5		
	Watson Avenue		
	STA. 16+79 to 16+87 LT		2
	STA. 17+16 to 17+39 LT		5
	Valley Street		
	STA. 17+29 to 17+51 RT		18
	Item #5 Total:		101
6.	Remove and Dispose Flexible Pavement	SY	
	-General Plan No. 1		
	Bollards		1
	-General Plan No. 2		
	STA. 102+38 to 104+44		293
	Lawn Ave. School Parking Lot		
	STA. 400+54 to 400+95 LT		8
	STA. 400+93 to 402+76 LT		318
	-General Plan No. 4		
	STA. 107+43 to 107+68 LT		2
	STA. 502+49 RT		2
	STA. 502+77 to 503+01 RT		3
	STA. 503+00 to 502+20 RT		2
	STA. 502+41 to 502+76 RT (Island)		72
	-General Plan No. 5		
	STA. 13+97 to 17+67 RT		142
	Watson Ave/North Road		
	STA. 17+17 to 17+47 LT		5
	Item #6 Total:		848
7.	Remove and Dispose Fence	LF	
	-General Plan No. 2		
	STA. 402+82 to 403+03 LT		35
	Item #7 Total:		35
8.	Remove and Dispose Bituminous Curb	LF	
	-General Plan No. 4		
	STA. 107+40 to 107+43 LT		3
	STA. 107+43 to 107+68 LT		20
	STA. 107+68 to 108+01 LT		42
	STA. 502+08 to 502+15 RT		7
	Item #8 Total:		72
9.	Remove and Dispose Pavement Markings	LF	
	-General Plan No. 4		

Item No.	Description	Unit of Measure	Quantity
	Melrose Ave. School Parking Lot		
	STA. 502+15 to 502+40 RT		86
	STA. 502+77 to 502+99 RT		90
	STA. 502+15 to 502+46 RT		112
	STA. 502+90 to 503+88 RT		120
	-General Plan No. 5		
	STA. 13+58 to 17+26 LT		368
	Swineburne St. Stop Bar		11
	Valley St. Stop Bar		12
	North Rd. Crosswalk		
	STA. 17+26 to 17+36		156
	Watson Ave. Crosswalk		146
	Item #9 Total:		1,101
10.	Remove and Dispose Sign	EA	
	-General Plan No. 4		
	STA. 501+90 RT		1
	STA. 501+97 RT		1
	-General Plan No. 5		
	STA. 14+03 RT		1
	STA. 14+50 RT		1
	STA. 14+96 RT		1
	STA. 17+25 RT		1
	STA. 17+26 RT		1
	STA. 17+38 LT		1
	STA. 19+25 LT		1
	Item #10 Total:		9
11.	Remove and Relocate Sign	EA	
	-General Plan No. 5		
	STA. 14+05, 19' RT		1
	STA. 16+16, 23' RT		1
	STA. 17+98, 26' RT		1
	Item #11 Total:		3
12.	Remove and Reset Flagpole	EA	
	-General Plan No. 2		
	Lawn Ave. School Parking Lot,		
	STA. 401+99 LT		1
	Item #12 Total:		1
13.	<i>Item Deleted</i>		
14.	Earth Excavation	CY	

Item No.	Description	Unit of Measure	Quantity
	-Paved Walkway		
	Profile "A"		289
	Profile "B"		81
	Profile "C"		61
	-Lawn Ave. School Parking Lot		
	New Bituminous Pavement Installation – A		
	STA. 400+71 to 402+75 Lt (under ex. pavement)		76
	(under grass area)		95
	-Lawn Avenue Sidewalk		
	STA. 400+54 to 400+95 LT		12
	-WCR 2-1		
	STA. 400+77 LT		4
	STA. 400+73 to 402+12 LT		23
	STA. 402+12 to 402+28 LT		1
	-WCR 2-2		
	STA. 402+24 LT		2
	-WCR 2-3		
	STA. 402+61 LT		2
	STA. 402+67 to 402+75 LT		1
	STA. 402+63 to 403+00 LT		10
	-Melrose Ave. School Parking Lot		
	STA. 502+06 to 502+17 RT		2
	-WCR 4-1		
	STA. 502+48 RT		4
	STA. 502+ 54 to 502+93 RT		9
	-WCR 4-2		
	STA. 502+97 RT		4
	-WCR 4-3		
	STA. 503+03 RT		7
	-WCR 4-4		
	STA. 107+56 LT		5
	-North Road Bituminous		
	Swineburne St. Ramp		
	STA. 13+98 RT		1
	-North Road Sidewalk		
	STA. 14+06 to 17+23 RT		65
	-WCR 5-3		
	STA. 17+31 RT		2
	STA. 17+39 to 17+55 RT		3
	-WCR 5-4		
	STA. 17+61 RT		3
	STA. 17+91 to 17+98 RT (Landing)		1
	STA. 16+88 LT (Landing)		2
	-WCR 5-1/WCR 5-2		
	STA. 17+17 to 17+31 LT		3
	STA. 13+98 to 16+91 RT (Slope)		34
Item #14 Total:			802

Item No.	Description	Unit of Measure	Quantity
15.	Common Borrow	CY	
	-Paved Walkway		
	Profile "A"		295
	-General Plan No. 4		
	Melrose Ave. School Parking Lot		
	STA. 502+41 to 502+76 R7 (Island)		10
		Item #15 Total:	305
16.	Trimming and Fine Grading	SY	
	-Project Wide		
	From Item #21 Class 12.5 HMA		185
	From Item #23 Class 4.75 HMA		1,182
	From Item #40 Portland Cement Sidewalk Monolithic		499
	From Item #56 Loam Borrow 4 Inches Deep		3,279
		Item #16 Total:	5,145
17.	Compost Filled Filter Sock – 8 Inch Diameter	LF	
	-Soil Erosion and Sediment Control Plan		
	Proposed Walkway, RT side		941
	Proposed Walkway, LT side		780
	Narragansett Avenue Curb Inlet		6
		Item #17 Total:	1,727
18.	Silk Sack Inlet Protection	EA	
	-Soil Erosion and Sediment Control Plan		
	North Road		2
	Watson Avenue		2
	Narragansett Avenue		2
	Pemberton Avenue		2
	Melrose Avenue		1
	Melrose School Parking Lots		3
		Item # 18 Total:	12
19.	Silt Fence, RI STD. 9.2.0	LF	
	-Soil Erosion and Sediment Control Plan		
	Lawn Avenue School		44
	Melrose School		44
		Item #19 Total:	88
20.	Gravel Borrow Subbase Course	CY	
	-Project Wide		
	From Item #21 Class 12.5 HMA		62
	From Item #23 Class 4.75 HMA		131
	From Item #49 Bituminous Berm		2
		Item #20 Total	195

Item No.	Description	Unit of Measure	Quantity
21.	Class 12.5 HMA (2") -General Plan No. 2 Lawn Ave. School Parking Lot STA. 400+71 to 402+75 LT	TON	24
Item #21 Total			24
21B.	<i>Item Deleted</i>		
22.	Class 9.5 HMA (2") -General Plan No. 2 Lawn Ave. School Parking Lot STA. 400+54 to 400+95 LT STA. 400+71 to 402+75 LT -General Plan No. 4 Melrose Ave. School Parking Lot STA. 502+49 RT STA. 502+77 to 503+01 RT STA. 502+40 to 502+77 RT STA. 503+00 to 503+20 RT STA. 107+43 to 107+68 LT -General Plan No. 5 STA. 13+98 to 17+68 RT STA. 17+16 to 17+45 LT	TON	1 24 1 1 2 1 1 7 1
Item #22 Total:			39
23.	Class 4.75 HMA for Paved Walkway (3") -General Plans 1, 2, 3 & 4 STA. 100+00 to STA. 108+05 -General Plan No. 2 Lawn Avenue STA. 402+63 to 403+00 LT	TON	221 4
Item #23 Total			225
24.	Asphalt Emulsion Tack Coat -General Plan No. 2 Lawn Ave. School Parking Lot STA. 400+71 to 402+75 LT	SY	185
Item #24 Total			185
25.	Class A Portland Cement Concrete -General Plan No. 2 Lawn Ave. School Parking Lot STA. 400+54 to 400+95 LT STA. 400+72 to 400+93 LT STA. 402+13 to 402+30 LT STA. 401+95 to 402+09 LT	CY	3 2 1 1

Item No.	Description	Unit of Measure	Quantity
	-General Plan No. 4		
	Melrose Ave. School Parking Lot		
	STA. 502+49 RT		1
	STA. 502+77 to 503+01 RT		1
	STA. 502+40 to 502+77 RT		4
	STA. 503+00 to 503+20 RT		1
	STA. 107+43 to 107+68 LT		1
	-General Plan No. 5		
	STA. 13+98 to 14+25 RT		1
	STA. 14+28 to 17+68 RT		11
	STA. 17+16 to 17+45 LT		1
	Item #25 Total:		28
26.	Item Deleted		
27.	Item Deleted		
28.	Item Deleted		
29.	Frame and Grate, RI STD. 6.3.0	EA	
	-General Plan No. 5		
	STA. 14+21 RT		1
	Item #29 Total:		1
30.	Catch Basin with Gutter Inlet, RI STD. 3.4.1 – Modified	EA	
	-General Plan No. 5		
	STA. 14+21 RT		1
	Item #30 Total:		1
31.	Adjust Sanitary Sewer Manhole Frame and Cover to Grade	EA	
	-General Plan No. 2		
	Lawn Avenue School Parking Lot		
	STA. 400+93 LT		1
	Item #31 Total:		1
32.	Adjust Water Gate Box to Grade	EA	
	-General Plan No. 2		
	STA. 402+55 LT		1
	-General Plan No. 5		

Item No.	Description	Unit of Measure	Quantity
	STA. 14+92 RT		1
	STA. 17+15 RT		1
	Item #32 Total:		3
33.	Adjust Drainage Manhole to Grade -General Plan No. 4 STA. 107+87 LT	EA	1
	Item #33 Total:		1
34.	Adjust Frame and Cover to Grade -General Plan No. 5 STA. 14+21 RT	EA	1
	Item #34 Total:		1
35.	Cleaning Catch Basins, All Types and Sizes -Soil Erosion and Sediment Control Plan North Road Watson Avenue Narragansett Avenue Pemberton Avenue Melrose Avenue Melrose School Parking Lot	EA	2 2 2 2 1 3
	Item #35 Total:		12
36.	Chain Link Fence 3' High, RI STD. 31.1.0 -General Plan No. 2 STA. 402+82 to 403+03 LT	LF	30
	Item #36 Total:		30
37.	Chain Link Fence Gate, 3' High, RI STD. 31.1.0 -General Plan No. 2 STA. 402+82 LT	EA	1
	Item #37 Total:		1
38.	Removable Bollard -General Plan No. 1 Watson Avenue Site Entrance	EA	3
	Item #38 Total:		3
39.	Bicycle Rack -General Plan No. 4 STA. 107+82 to 107+97 RT	EA	1
	Item #39 Total:		1
40.	Portland Cement Sidewalk, Monolithic, RI STD. 43.1.0 -General Plan No. 2 Lawn Ave. School Parking Lot STA. 400+54 to 400+95 LT	CY	6

Item No.	Description	Unit of Measure	Quantity
	STA. 400+73 to 402+28 LT		8
	WCR 2-1 STA. 400+77 LT		2
	WCR 2-2 STA. 402+24 LT		2
	WCR 2-3 STA. 402+61 LT		2
	STA. 402+67 to 402+75 LT		1
	-General Plan No. 4		
	Melrose Ave. School Parking Lot		
	STA. 502+06 to 502+17 RT		1
	WCR 4-1 STA. 502+48 RT		2
	STA. 502+54 to 502+93 RT		3
	WCR 4-2 STA. 502+97 RT		2
	WCR 4-3 STA. 502+03 RT		4
	WCR 4-4 STA. 107+56 LT		3
	-General Plan No. 5		
	Swineburne St. Ramp STA. 13+98 RT		1
	STA. 14+06 to 17+23 RT		20
	WCR 5-3 STA. 17+31 RT		1
	STA. 17+39 to 17+55 RT		2
	WCR 5-4 STA. 17+61 RT		2
	STA. 17+91 to 17+98 RT (Landing)		1
	STA. 16+82 to 16+88 LT (Landing)		1
	WCR 5-1/WCR 5-2 STA. 17+17 to 17+31 LT		6
	Item #40 Total		70
41.	Precast Cement Concrete Curb Straight, RI STD. 7.1.0	LF	
	-General Plan No. 2		
	Lawn Ave. School Parking Lot		
	STA. 400+54 to 400+95 LT		73
	STA. 400+89 to 401+17 LT		27
	STA. 401+19 to 402+04 LT		126
	STA. 402+07 to 402+14 LT		8
	STA. 401+95 to STA. 402+09 LT		14
	-General Plan No. 4		
	STA. 502+40 to 502+77 RT (Island)		85
	STA. 503+10 to 503+19 RT		9
	-General Plan No. 5		
	STA. 14+08 to 14+25 RT		13
	STA. 14+34 to 16+01 RT		300
	STA. 17+39 to 17+42 RT		3
	STA. 17+67 to 17+68 RT		5
	Watson Avenue		2
	Item #41 Total:		665
42.	Precast Cement Concrete Curb Circular, RI STD. 7.1.0	LF	
	-General Plan No. 2		
	Lawn Ave. School Parking Lot		
	STA. 400+83 to 400+92 LT		9

Item No.	Description	Unit of Measure	Quantity
	STA. 400+73 to 400+89 LT		29
	STA. 401+17 to 401+19 LT		4
	STA. 402+05 to 402+07 LT		2
	STA. 402+14 to 402+28 LT		28
	STA. 402+09 to 402+17 LT		8
	STA. 402+55 to 402+57 LT		4
	STA. 402+68 to 402+72 LT		5
	-General Plan No. 4		
	STA. 502+77 to 502+84 RT		3
	STA. 502+99 to 503+02 RT		5
	STA. 502+40 to 502+77 RT (island)		52
	-General Plan No. 5		
	STA. 13+98 to 14+08 RT		10
	STA. 17+42 to 17+55 RT		14
	STA. 17+65 to 17+67 RT		9
Item #42 Total:			182
43.	6' Precast Concrete Transition Curb, RI STD. 7.1.2	EA	
	-General Plan No. 5		
	STA. 14+00RT		1
	Watson Avenue		1
	STA. 17+45 LT		1
Item #43 Total:			3
44.	Precast Concrete Wheelchair RI STD.'s 7.1.3, 43.3.0, and 43.3.1	EA	
	-Location Plan No. 2		
	WCR 2-1 STA. 400+77 LT, Straight		0
	Circular		3
	WCR 2-2 STA. 402+24 LT, Straight		0
	Circular		3
	WCR 2-3 STA. 402+61 LT, Straight		0
	Circular		2
	-Location Plan No. 4		
	WCR 4-1 STA. 502+48 RT, Straight		0
	Circular		4
	WCR 4-2 STA. 502+97 RT, Straight		0
	Circular		3
	WCR 4-3 STA. 503+03 RT, Straight		0
	Circular		4
	WCR 4-4 STA. 107+56 LT, Straight		0
	Circular		2
	-Location Plan No. 5		
	WRC 5-1 STA. 17+17 LT, Straight		1
	Circular		2
	WRC 5-2 STA. 17+31 LT, Straight		2

Item No.	Description	Unit of Measure	Quantity
	Circular		1
	WRC 5-3 STA. 17+31 RT, Straight		2
	Circular		0
	WRC 5-4 STA. 17+61 RT, Straight		0
	Circular		3
	WRC 5-5 Swineburne St., Straight		0
	Circular		5
Item #44 Total:			37
45.	Precast Concrete Ramp Stone 18 Inch Straight, RI STD. 7.1.4 -General Plan No. 5	EA	
	WCR 5-1 STA. 17+17 LT		1
	WCR 5-2 STA. 17+31 LT		1
	WCR 5-3 STA. 17+31 RT		1
Item #45 Total:			3
46.	Precast Concrete Ramp Stone 18 Inch Circular, RI. STD. 7.1.9 -General Plan No. 2	EA	
	WCR 2-1 STA. 400+77 LT		1
	WCR 2-2 STA. 402+24 LT		1
	WCR 2-3 STA. 402+61 LT		1
	-General Plan No. 4		
	WCR 4-1 STA. 502+48 RT		1
	WCR 4-2 STA. 502+97 RT		1
	WCR 4-3 STA. 503+03 RT		1
	WCR 4-4 STA. 107+56 LT		1
	-General Plan No. 5		
	WCR 5-4 STA. 17+61 RT		1
Item #46 Total:			8
47.	3' Precast Concrete Transition Curb, RI STD. 7.1.1 -General Plan No. 2	EA	
	Lawn Ave. School Parking Lot		
	STA. 402+55 LT		1
	STA. 402+72LT		1
Item #47 Total:			2
48.	Test Pits -Project Wide	EA	
Item #48 Total:			5
49.	Bituminous Berm, RI STD. 7.5.1 -General Plan No. 4	LF	
	STA. 107+40 to 107+43 LT		3
	STA. 107+68 to 108+01 LT		42

Item No.	Description	Unit of Measure	Quantity
	STA. 502+08 to 502+15 RT		7
	Item #49 Total:		52
50.	Cleaning and Sweeping Pavement -Project Wide From Item No. 24 Asphalt Emulsion Tack Coat	HSY	2
	Item #50 Total:		2
51.	Full Depth Sawcut of Bituminous Pavement -Location Plan No. 2 STA. 400+55 to 400+95 LT STA. 400+94 to 402+71 LT STA. 401+95 to 402+75 LT -Location Plan No. 4 STA. 502+15 RT STA. 502+40 to 502+77 RT (island) STA. 502+46 RT STA. 502+77 to 503+02 RT Melrose Ave. School Sidewalk Curb STA. 107+43 to 108+00 LT -Location Plan No. 5 STA. 13+97 to 17+67 RT STA. 17+16 to 17+47 LT	LF	74 270 83 8 142 19 32 37 66 404 52
	Item #51 Total:		1187
52.	Full Depth Sawcut of Bituminous Sidewalk/Driveway -Location Plan No. 1 Removable Bollards -Location Plan No. 2 Profile A, STA. 102+90 LT Profile B, STA. 200+00 Profile C, STA. 300+00 Lawn Avenue School STA. 400+50 LT -Location Plan No. 4 STA. 502+07 RT	LF	24 9 22 10 6 5
	Item #52 Total:		76
53.	Full Depth Sawcut of Portland Cement Concrete Sidewalk/Driveway -Location Plan No. 4 Melrose Ave. School Sidewalk - Location Plan No. 5 Watson Avenue STA. 17+19 LT Valley Street STA. 17+49 RT	LF	25 5 5
	Item #53 Total:		35
54.	Water for Dust Control -Project Wide From Item #21 Class 12.5 HMA	MGAL	0.2

Item No.	Description	Unit of Measure	Quantity
	From Item #23 Class 4.75 HMA		1.2
	From Item #40 Portland Cement Sidewalk Monolithic		0.6
	From Item #56 Loam Borrow 4 Inches Deep		3.3
	Item #54 Total:		5.3
55.	Detectable Warning Panel	SF	
	- General Plan No. 2		
	WCR 2-1 STA. 400+77 LT		8
	WCR 2-2 STA. 402+24 LT		8
	WCR 2-3 STA. 402+61 LT		8
	-General Plan No. 4		
	WCR 4-1 STA. 502+48 RT		8
	WCR 4-2 STA. 502+97 RT		8
	WCR 4-3 STA. 503+03 RT		8
	WCR 4-4 STA. 107+56 RT		20
	STA. 502+13 RT Ramp		16
	-General Plan No. 5		
	WCR 5-1 STA. 17+17 LT		8
	WCR 5-2 STA. 17+31 LT		8
	WCR 5-3 STA. 17+31 RT		8
	WCR 5-4 STA. 17+61 RT		8
	Swinburne Street Ramp		10
	Watson Avenue Ramp		10
	Valley Street Ramp		10
	Item #55 Total:		146
56.	Loam Borrow 4 Inches Deep	SY	
	-General Plan Nos. 1, 2, 3 & 4		
	STA. 100+00 to 108+05 along Paved Walkway		2,160
	-General Plan No. 2		
	Lawn Avenue School Parking Lot		
	STA. 400+54 to 400+95 LT		49
	STA. 400+73 to 402+29 LT		321
	STA. 402+55 to 403+27 LT		126
	-General Plan No. 4		
	Melrose Avenue School Parking Lot		
	STA. 502+06 to 502+17 RT		5
	STA. 502+48 to 502+97 RT		79
	STA. 502+40 to 502+77RT		111
	-General Plan No. 5		
	STA. 13+98 to 17+46 RT		371
	STA. 14+01 to 14+32 RT		9
	STA. 17+51 to 17+67 RT		31
	STA. 17+91 to 17+98RT (Landing)		2
	STA. 16+82 to 16+88 LT (Landing)		5
	STA. 17+21 to 17+48 LT		10
	Item #56 Total:		3,279

Item No.	Description	Unit of Measure	Quantity
57.	Residential Seeding -Project Wide From Item #56 Loam Borrow 4 Inches Deep	SY	3,279
	Item #57 Total:		3,279
58.	Jute Mesh -General Plan No. 2 Lawn Ave. School Parking Lot STA. 401+09 to 401+50 LT	SY	36
	Item #58 Total:		36
59.	Directional Regulatory and Warning Signs -General Plan No. 1 <u>STA.396+06, 16' RT</u> S1-1 (36"x36") 9.0 W16-9P (24"x24") 2.0 <u>STA.397+20, 17' RT</u> S5-3 (24"x30") 5.0 <u>STA. 397+95, 16' RT</u> S4-3P (24"x8") 1.3 R2-1 (24"x36") 6 S4-1P (24"x10") 1.7 <u>WATSON AVE. EASTBOUND</u> S1-1 (36"x36") 9.0 W16-9P (24"x24") 2.0 <u>WATSON AVE. WESTBOUND</u> S1-1 (36"x36") 9.0 W16-9P (24"x24") 2.0 -General Plan No. 2 <u>STA. 400+54, 31' LT</u> R1-1 (30"x30") 6.3 R5-1 (30"x30") 6.3 <u>STA. 400+73, 74' LT</u> Parking Lane for Student Drop off (18"x24") 3 <u>STA. 400+85, 18' LT</u> R6-1R (36"x12") 3.0 R6-1L (36"x12") 3.0 <u>STA. 401+15, 32' LT</u> R7-8 (12"x18") 1.5 R7-8P (18"x9") 1.1 <u>STA. 401+36, 32' LT</u> R7-8 (12"x18") 1.5 <u>STA. 402+26, 30' LT</u> R1-1 (30"x30") 6.3 <u>STA. 404+57, 13' RT</u> S5-3 (24"x30") 5	SF	

Item No.	Description	Unit of Measure	Quantity
	<u>STA. 404+57, 16' LT</u>		
	S4-3P (24"x8")		1.3
	R2-1 (24"x36")		6
	S4-1P (24"x10")		1.7
	<u>STA. 406+57, 16' LT</u>		
	S1-1 (36"x36")		9
	-General Plan No. 3		
	<u>STA. 497+06, 12' RT</u>		
	S1-1 (36"x36")		9
	<u>STA. 498+38, 13' LT</u>		
	S5-3 (24"x30")		5
	<u>STA. 499+15, 13' RT</u>		
	S4-3P (24"x8")		1.3
	R2-1 (24"x36")		6
	S4-1P (24"x10")		1.7
	<u>STA. 501+01, 13' RT</u>		
	S1-1 (36"x36")		9
	W16-6P (24"x12")		2
	-General Plan No. 4		
	<u>STA. 502+10, 28' RT</u>		
	S1-1 (36"x36")		9
	W16-7P (24"x12")		2
	<u>STA. 502+14, 113' RT</u>		
	R5-1a (30"x18")		3.8
	R5-1 (30"x30")		6.3
	<u>STA. 502+73, 96' RT</u>		
	R5-1a (30"x18")		3.8
	R5-1 (30"x30")		6.3
	<u>STA. 502+79, 73' RT</u>		
	R5-1a (30"x18")		3.8
	R5-1 (30"x30")		6.3
	<u>STA. 503+53, 13' LT</u>		
	S1-1 (36"x36")		9
	W16-6P (24"x12")		2
	<u>STA. 506+31, 13' LT</u>		
	S4-3P (24"x18")		3
	R2-1 (24"x36")		6
	S4-1P (24"x18")		3
	<u>STA. 507+04, 13' RT</u>		
	S5-3 (24"x30")		5
	<u>STA. 508+32, 13' LT</u>		
	S1-1 (36"x36")		9
	<u>Arnold Road</u>		
	S1-1 (36"x36")		9
	-General Plan No. 5		
	<u>STA. 13+32, 17' RT</u>		
	W15-1 (30"x30")		6.3
	<u>STA. 13+99, 34' RT</u>		

Item No.	Description	Unit of Measure	Quantity
	R1-1 (30"x30")		6.3
	<u>STA. 14+27, 18' RT</u>		
	S1-1 (36"x36")		9
	W16-2P (24"x18")		3
	<u>STA. 17+08, 22' RT</u>		
	S1-1 (36"x36")		9
	W16-7P (24"x12")		2
	<u>STA. 17+22, 18' RT</u>		
	S1-1 (36"x36")		9
	W16-7P (24"x12")		2
	<u>STA. 17+40, 20' LT</u>		
	S1-1 (36"x36")		9
	W16-7P (24"x12")		2
	<u>STA. 19+33, 21' LT</u>		
	W15-1 (30"x30")		6.3
	<u>STA. 20+70, 21' LT</u>		
	S1-1 (36"x36")		9
	W16-2P (24"x18")		3
Item #59 Total:			299.2
60.	Prune Trees or Shrubs	MHRS	
	-General Plan No. 5		
	Watson Avenue		
	STA. 16+80 LT		2
	Valley Street		
	STA. 17+98 RT		2
Item #60 Total:			4
61.	Drip Line Tree Protection Device, R1 STD. 51.1.0	LF	
	-General Plan No. 2		
	Lawn Avenue School Parking Lot		
	STA. 400+91 LT		24
	-General Plan No. 4		
	Melrose Avenue School Parking Lot		
	STA. 502+57 RT		19
	-General Plan No. 5		
	STA. 16+27 RT		22
	STA. 16+99 RT		22
	STA. 17+25 RT		22
Item #61 Total:			109
62.	4 Inch Epoxy Resin Pavement Markings - White	LF	
	-General Plan No. 2		
	Lawn Avenue School Parking Lot		
	STA. 401+22 to 401+95 LT		161
	Walkway		
	STA. 401+22 to 401+43 LT		48
	-General Plan No. 5		

Item No.	Description	Unit of Measure	Quantity
	STA. 13+58 to 16+80 LT		322
	STA. 14+04 to 17+26 RT		322
Item #62 Total:			853
63.	12 Inch Epoxy Resin Pavement Markings – White	LF	
	-General Plan No. 2		
	Crosswalk, STA. 400+45 to 400+83 LT		83
	Lawn Avenue School		
	STA. 400+79 to 402+34 LT		356
	Lawn Avenue School Crosswalk		
	STA. 401+33 to 401+43 LT		112
	Crosswalk, STA. 402+18 to 402+65 LT		132
	Stop Bar, STA. 400+55 to 400+73 LT		18
	Stop Bar, STA. 402+28 to 402+42 LT		14
	-General Plan No. 4		
	Melrose Avenue School Crosswalk		
	STA. 502+15 to 502+46 RT		106
	Melrose Avenue School Crosswalk		
	STA. 502+88 to 503+05RT		134
	-General Plan No. 5		
	Swineburne St. Crosswalk		72
	Watson Avenue Crosswalk		104
	Valley St. Crosswalk		103
	North Road STA. 17+26 to 17+36		110
	Stop Bar, Swineburne Street		10
	Stop Bar, Watson Avenue		13
	Stop Bar, Valley Street		12
Item #63 Total:			1,379
64.	Epoxy Resin Pavement Arrow - Straight, Left, Right or Combined, RI	EA	
	STD.20.1.0		
	-General Plan No. 4		
	Melrose Avenue School Parking Lot		2
Item #64 Total:			2
65.	Handicap Pavement Marking	EA	
	-General Plan No. 2		
	Lawn Avenue School Parking Lot		2
	-General Plan No. 4		
	Melrose Avenue School Parking Lot		4
Item #65 Total:			6
66.	Flagpersons	MHRS	
	Project Wide		320
Item #66 Total:			320
67.	Flagpersons – Overtime	MHRS	

Item No.	Description	Unit of Measure	Quantity
	-Project Wide From Item #66 Flagpersons		32
		Item #67 Total:	32
68	Field Control and Survey Project Wide	LS	1
		Item #68 Total:	1
69	Traffic Protection Project Wide	LS	1
		Item #69 Total:	1
70.	Mobilization/Demobilization Project Wide	LS	1
		Item #70 Total:	1
71.	Police Detail Allowance Project Wide	MHRS	120
		Item #71 Total:	120