



**CITY OF PROVIDENCE**  
Jorge O. Elorza, Mayor

**Father Lennon Park Improvements**

**Addenda # 1**

**July 1, 2020**

**(14 Pages)**

*Acknowledge Addenda on Bid Form*

**\*\* BID DATE REMAINS On July 6, 2020\*\***

**Attachments:**

1. Revised Supplemental Bid form (10 pages)
2. Revised Specification section 329200 – Turf and Grasses (6 pages)
3. Revised Sheets L-4 & L5 (2 pages)

**PROVIDENCE PARKS DEPARTMENT**

1000 Elmwood Avenue, Providence, Rhode Island 02907

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**[www.providenceri.gov](http://www.providenceri.gov)**



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**SUPPLEMENTAL BID FORM**

**FATHER LENNON PARK IMPROVEMENTS**

**BASE BID:** Father Lennon Park is located opposite to 83 Camden Avenue in the Smith Hill neighborhood of Providence, adjacent to the Selim Madelin Rogers Recreation Center. The city of Providence seeks qualified contractors to perform the following scope of work that shall include but is not limited to the following: Remove and dispose bituminous concrete paving, playground equipment, playground fill, playground poured-in-place surfacing, playground edging, site furnishings; Furnish and Install 4” decomposed granite path, 4” concrete pads, engineered wood fiber mulch, native boulders, plants and tree protection as indicated on plans and specifications.

Contractor shall coordinate a pick-up schedule for LSI #MEO20318 Playstructure with Slide and Stepping Pods, LSI #173592 Oodle Swing, #247189 Chill Spinners, #177332A 4-Belt Single Post Swing with 4 Belt Seats, and Dumor #88-60PL 6’ Benches with Recycled Plastic Slats located at 1000 Elmwood Ave in Roger Williams Park.

In addition to stating the Total Base Bid, The bidder shall state Unit Prices for related work listed under each bid item which represents the work items included in the Total Base Bid. The Unit Prices are quoted for computing adjustments to the Base Bid prior to Contract award, as well as during the course of construction, based upon extra work ordered by the City or for work countermanded, reduced or omitted by the City in order to stay within the Project budget.

Base Bid Items and Unit prices are to be Completed prices to be added or deducted on the basis of quantities of work involved, for each item in place in the unit indicated.

**BASE BID:**

**All Work Included in this Project Shall be Completed for the lump sum of:**

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), **TOTAL BASE BID**

**ADD ALTERNATES:**

- 1. Furnish and Install shrubs, grasses, and perennials in rain garden**

\_\_\_\_\_ LS \$ \_\_\_\_\_  
*price in writing*

- 2. Furnish and Install entire length 4” depth stabilized decomposed granite path between park and parking lot - Complete**

\_\_\_\_\_ LS \$ \_\_\_\_\_  
*price in writing*

**BIDDER:** \_\_\_\_\_



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**UNIT PRICES:**

**1. Remove and dispose bituminous concrete path**

\_\_\_\_\_ SF \$ \_\_\_\_\_  
*price in writing*

**2. Remove and Dispose playground equipment**

\_\_\_\_\_ LS \$ \_\_\_\_\_  
*price in writing*

**3. Remove and Dispose playground fill**

\_\_\_\_\_ LS \$ \_\_\_\_\_  
*price in writing*

**4. Remove and Dispose poured-in-place playground surfacing**

\_\_\_\_\_ LS \$ \_\_\_\_\_  
*price in writing*

**5. Remove and Dispose (5) five benches and (1) picnic table**

\_\_\_\_\_ LS \$ \_\_\_\_\_  
*price in writing*

**6. Remove and Dispose sign frame**

\_\_\_\_\_ LS \$ \_\_\_\_\_  
*price in writing*

**7. Provide tree protection**

\_\_\_\_\_ EA \$ \_\_\_\_\_  
*price in writing*

**BIDDER:** \_\_\_\_\_



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8. Furnish and Install 3” bituminous concrete pavement - Complete

\_\_\_\_\_ SF \$ \_\_\_\_\_  
*price in writing*

9. Furnish and Install entire length 4” depth stabilized decomposed granite path at pump track- Complete

\_\_\_\_\_ SF \$ \_\_\_\_\_  
*price in writing*

10. Furnish and Install five (5) Zelkova serrata ‘Halka’

\_\_\_\_\_ EA \$ \_\_\_\_\_  
*price in writing*

11. Furnish and Install Engineered wood fiber mulch

\_\_\_\_\_ CY \$ \_\_\_\_\_  
*price in writing*

12. Furnish and Install two (2) Cary Company trash receptacles w/ dome lid Model 26BTR5 or approved equal on 3’x3’ concrete pad – per each

\_\_\_\_\_ EA \$ \_\_\_\_\_  
*price in writing*

13. Deliver and Install four (4) Dumor 6’ backless benches model #88-60PL

\_\_\_\_\_ LS \$ \_\_\_\_\_  
*price in writing*

14. Deliver and Install LSI #MEO20318 Playstructure with Slide and Stepping Pods

\_\_\_\_\_ LS \$ \_\_\_\_\_  
*price in writing*

**BIDDER:** \_\_\_\_\_



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**15. Deliver and Install LSI #173592 Oodle Swing**

\_\_\_\_\_ LS \$ \_\_\_\_\_  
*price in writing*

**16. Deliver and Install (3) LSI #247189 Chill Spinners**

\_\_\_\_\_ LS \$ \_\_\_\_\_  
*price in writing*

**17. Deliver and Install LSI #177332A 4-Belt Single Post Swing with 4 Belt Seats**

\_\_\_\_\_ LS \$ \_\_\_\_\_  
*price in writing*

**18. Furnish and Install rain garden Complete with raingarden seed mix**

\_\_\_\_\_ LS \$ \_\_\_\_\_  
*price in writing*

**19. Furnish and Install Landscape Boulders < 30 - 36"**

\_\_\_\_\_ EA \$ \_\_\_\_\_  
*price in writing*

**20. Furnish and Install Landscape Boulders 36" - 42"**

\_\_\_\_\_ EA \$ \_\_\_\_\_  
*price in writing*

**21. Furnish and Install Landscape Boulders 42" - 48"**

\_\_\_\_\_ EA \$ \_\_\_\_\_  
*price in writing*

*Please note that the list above is not intended to include all items required to complete the base bid scope of work but can and shall be used to adjust the contract prior to or after award – in the best interest of the City of Providence.*

**BIDDER:** \_\_\_\_\_



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**BID DOCUMENTS:**

The complete set of Bid Documents consists of the Bid Form, Technical Specifications, Minority Participation Forms, and the following Drawings:

**DRAWINGS:**

- L1 – COVER
- L2 – EXISTING CONDITIONS
- L3 - DEMOLITION PLAN A
- L4 – DEMOLITION PLAN B
- L5- SITE CONSTRUCTION PLAN A
- L6- SITE CONSTRUCTION PLAN B

**TECHNICAL SPECIFICATIONS:**

010000	General Requirements
015639	Temporary Tree and Plant Protection
024119	Selective Demolition
033000	Cast in Place Concrete
116800	Play Field Equipment and Structures
312000	Earth Moving
321216	Asphalt Paving
321540	Organic Lock For Stabilized Pathway Aggregate Foot Traffic
321816.13	Playground Protective Surfacing
323300	Site Furnishings
329113	Soil Preparation
329200	Turf and Grasses
329300	Plants

**ADDITIONAL INFORMATION REQUIRED WITH BID:**

- Qualifications to Perform Work – See Form Below for Information Required
- Minority Participation Forms – 10% MBE / 10 % WBE Goal on this Project
- Addenda (If Any) - Must Be Acknowledged on Bid Form
- Product Information for Items Submitted as ‘Or Equal’ to Specified Materials

**PROVISIONS OF THIS PROJECT:**

- Upon the Issuance of the Award from the Board of Contract – the City shall issue a Contract to be executed by the City and the vendor incorporating the bid specifications. All Provisions of the Specifications are binding.



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- Any Permits Required by the City of Providence and/or State of Rhode Island Shall be Obtained by the Vendor – Permit Fees by the City of Providence Shall be Waived – the State ADA Fee Must be Paid
- The Davis Bacon Act Applies (**HUD Projects**) – Prevailing Wages Must Be Paid for On Site Hours – On-Site Interviews will be Conducted During the Project – Employees Shall be Advised of the Prevailing Wage Rates Prior to Mobilization on Site
- Certified payrolls Must be Submitted With Pay Requests Including Monthly Utilizations Form
- Performance and Payment Bonds (If Required) Must be Submitted within 10 Days of Award or Bid Bond Will be Forfeited
- An Insurance Certificate Shall be Submitted to the City Within 10 Days of Award
- A Copy of the Vendors Contractor’s License Must be Submitted within 10 Days of Award
- All On-Site Personnel Shall be Licensed (If Required) and Shall have Proof of All Licenses Required by the State of Rhode Island to Perform the Work Required
- Pay Requests Must be Submitted on Approved AIA Billing Documents (City will Provide if Needed)
- All Subcontractors Shall be Listed on the Bid Form – All Insurance & Payroll Requirements Apply
  - General Contractor Shall be the Insurance Certificate Holder and the City Shall be Named as ‘Additionally Insured’ with Respect to Liability Insurance
- A Submittal Log Must be Submitted within 10 Days of Award

**CLOSE OUT DOCUMENTS:**

- Prior to Final Payment the Vendor Shall Provide the Following:
  - Copies of Permits Signed off and Approved (If Any)
  - Operating Manuals and Warranties Shall Be Transferred and/or Delivered
  - Full and Completed As-Built Drawings Shall be Submitted for Approval
  - Training Shall be Provided to City Personnel (If Required)
  - Certification by Manufactures Representative (If Required)

**QUALIFICATIONS:**

Qualifications will be evaluated on the basis of similar project experience for:

- a. Completion of at least 3 similar projects within the past five years.
- b. Size and dollar value of similar completed projects.
- c. Contractor’s performance with similar projects. (references will be checked)
- d.. Relevant experience of individuals assigned to the project.

Questions regarding this bid package shall be submitted via e-mail to **Patti Jordan** at [pjordan@providenceri.gov](mailto:pjordan@providenceri.gov) and **Brian Byrnes, Deputy Superintendent of Parks** at [bbyrnes@providenceri.gov](mailto:bbyrnes@providenceri.gov) , no later than five (5) working days before the bid opening date.

Brian Byrnes is the project contact and can be reached at 401-660-9308.

**This project qualifies for prevailing wages per the **Prevailing Wages Statute or the Davis Bacon Act (HUD)**. Certified payrolls will need to be submitted to the owner for all hours worked on site for this project. The Wage Decision for this project shall be as recorded on the Bid Date and is available on the RI Department of Labor website.**



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**TECHNICAL SPECIFICATIONS**

**This project qualifies for prevailing wages per the Prevailing Wages Statute or the Davis Bacon Act (HUD). Certified payrolls will need to be submitted to the owner for all hours worked on site for this project. The Wage Decision for this project shall be as recorded on the Bid Date and is available on the RI Department of Labor website.**

**Federal Labor Standards  
U.S. Department of Housing & Urban Development**

**Applicability**

The Project of Program to which the Construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) Minimum Wages. All laborers and mechanics employed or working up on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction of development of the project) 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 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than 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 or work actually performed, without regard to skill, excepts as provided in 29 CFR Part 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 29 CFT part 5.5(a)(1)(ii) 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.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contact shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)





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(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, 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.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 that 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) or 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 and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The



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payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-34 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), Government Printing Office, Washington, Dc 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 20 CFR Part 5.5

(a)(3)(i) and that such information is correct and complete;

(2) 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;

(3) 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.

(c) The weekly submission of a property 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 AA.3. (ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph A.3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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 Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by



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the Bureau, 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.

(ii) Trainees. 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 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 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.

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

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.

6. Subcontracts. The contractor or subcontractor will insert in any subcontract the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.5

7. Contracts 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 as provided in 29 CFR 5.12

8. Compliance with Davis-Bacon and Related Act Requirements. All ruling and interpretations of the Davis-Bacon and Related Act contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering in to 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) 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 of 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty to making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."



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11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in 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 subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages for liquidated damages. HUD or its designees shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold of 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

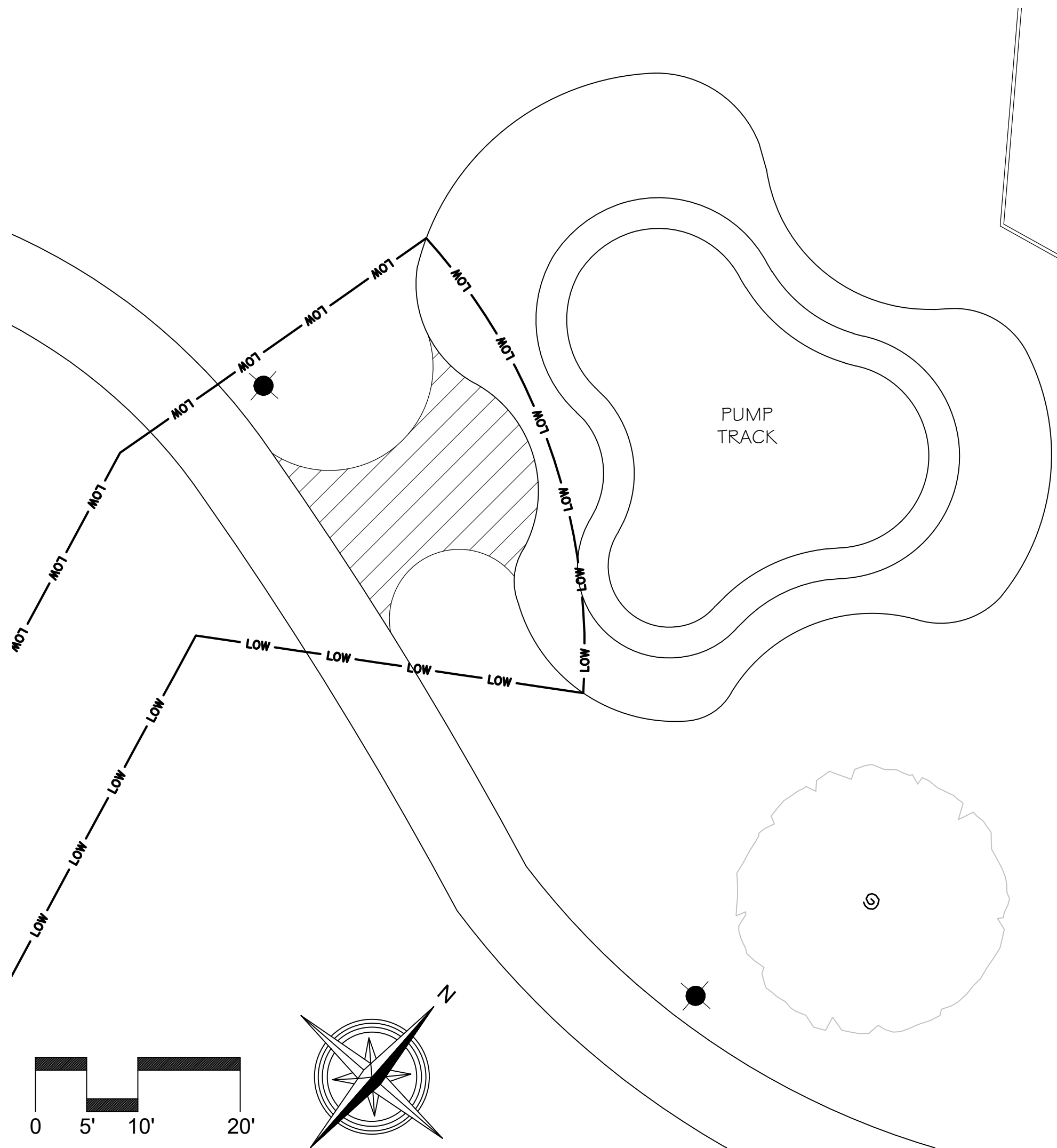
C. Health and Safety

(1) No laborer or mechanic shall be required to work in surrounding or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

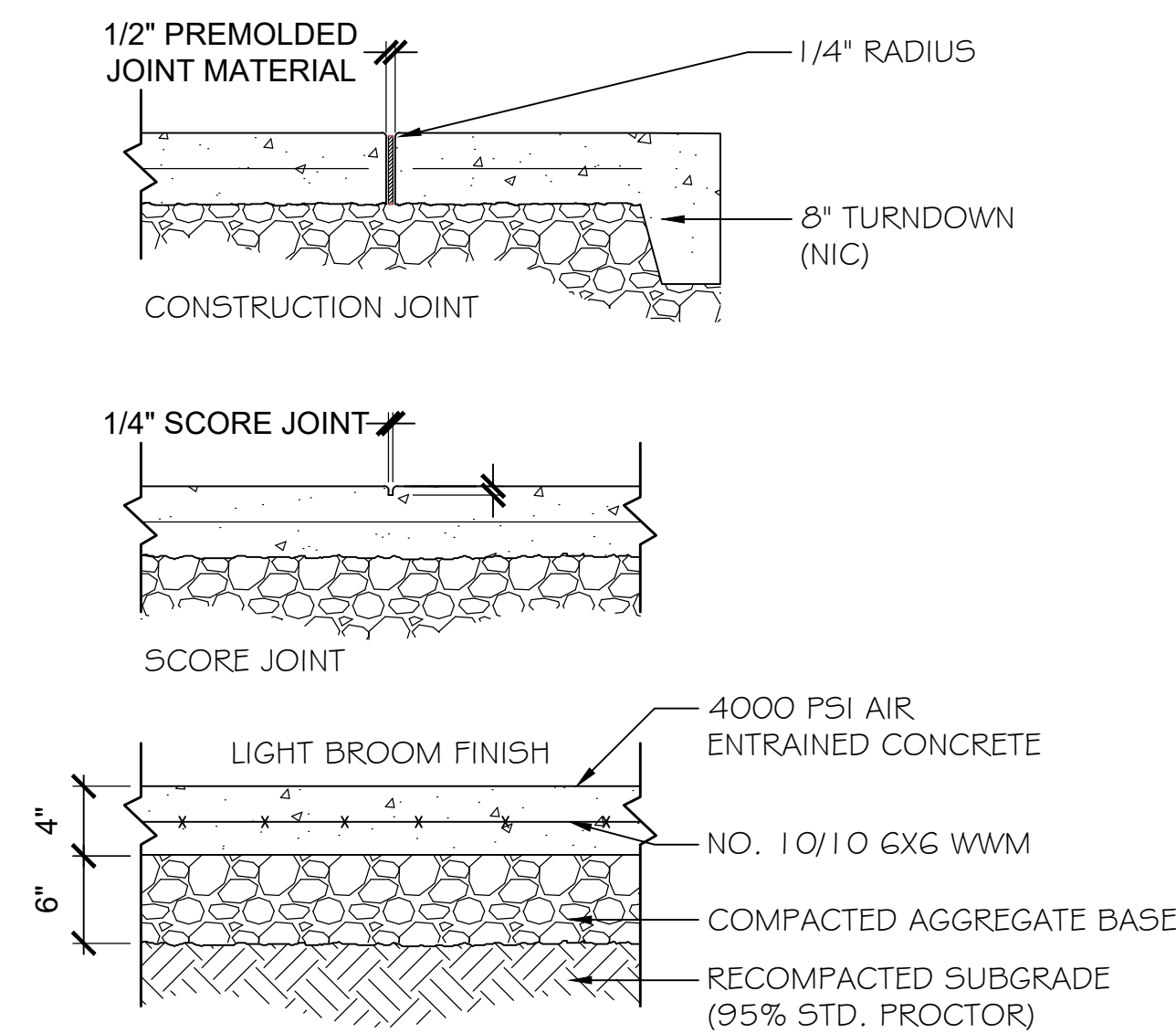
(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Questions regarding this bid shall be sent via e-mail to Brian Byrnes at [bbyrnes@providenceri.gov](mailto:bbyrnes@providenceri.gov). Questions and responses will be sent to all bidders.

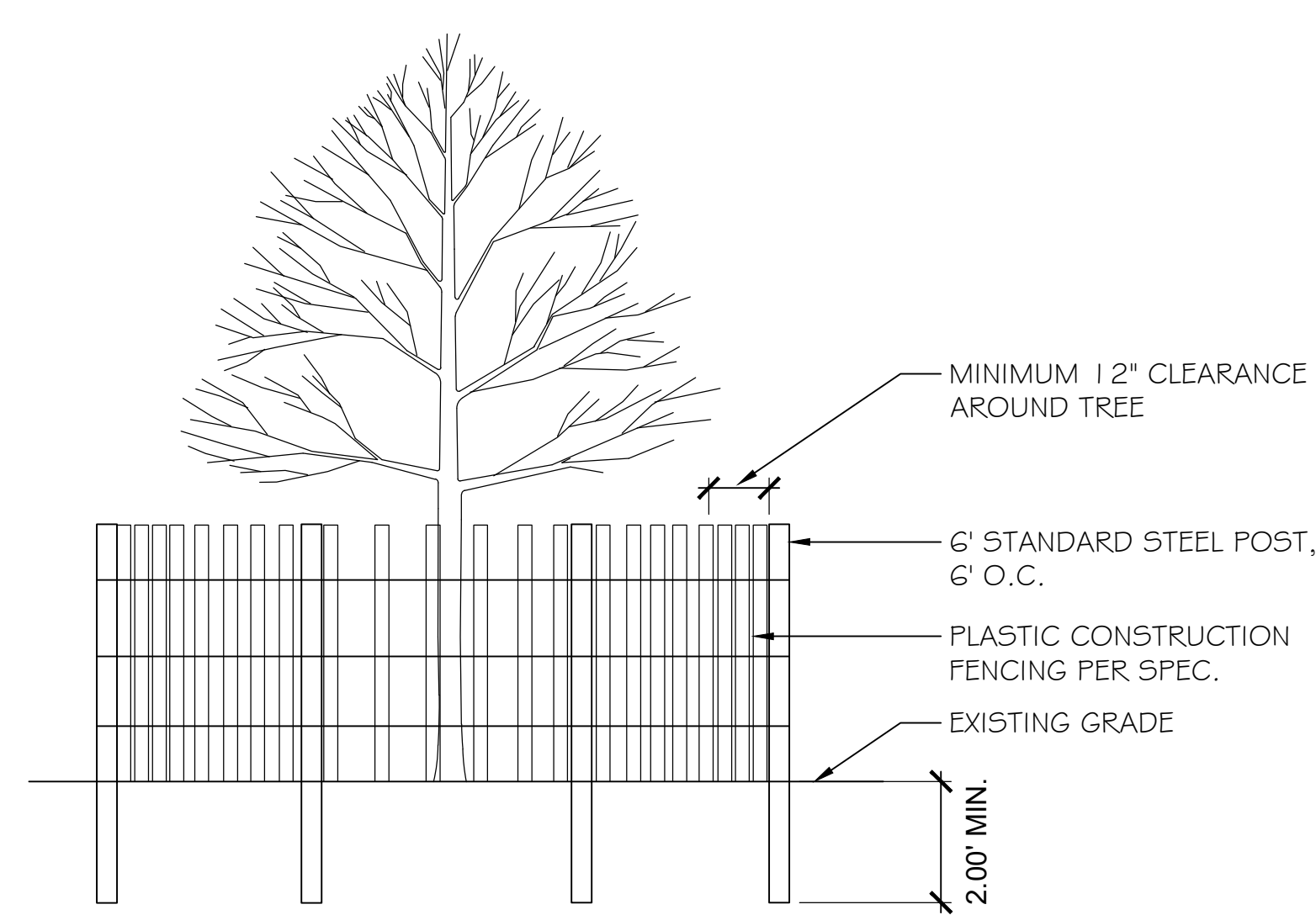


**DEMOLITION PLAN LEGEND**

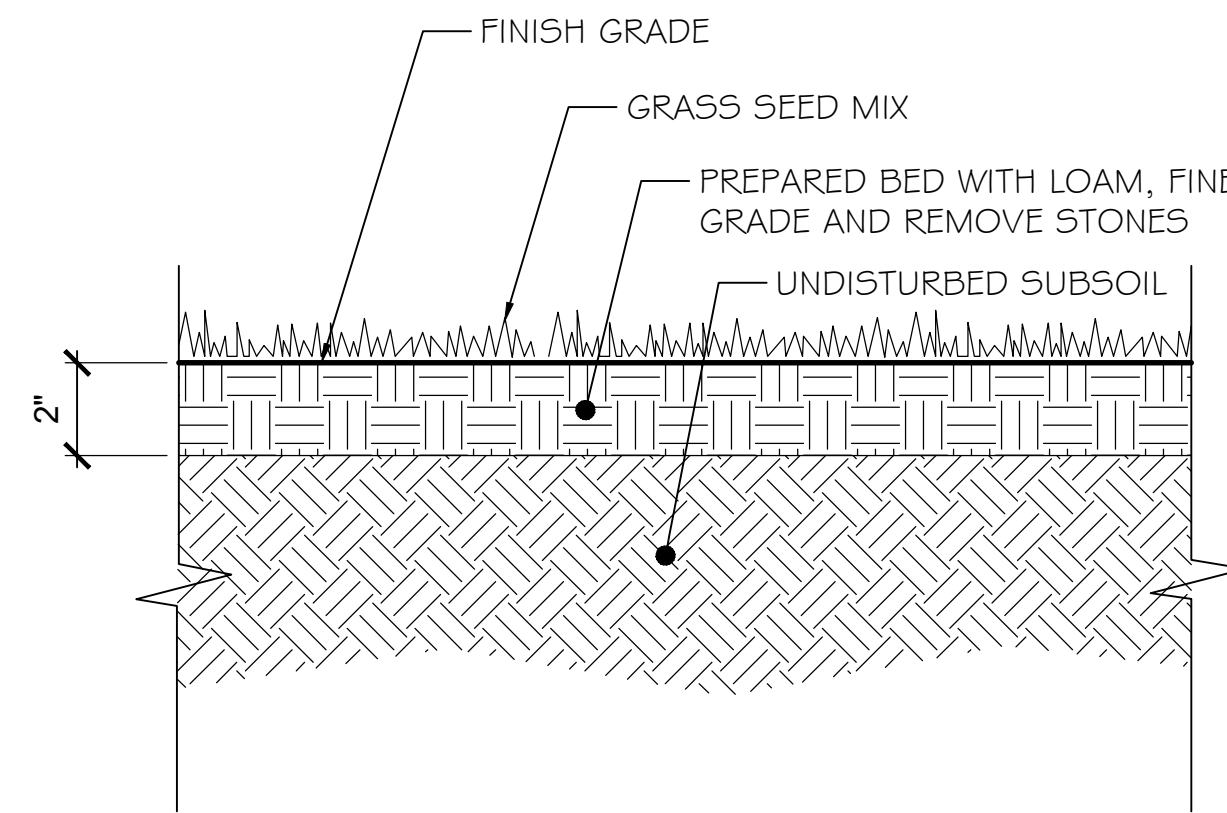
- LIMIT OF WORK
- STRIP TURF AND TOPSOIL TO DEPTH OF 12-INCHES
- LIGHT POLE



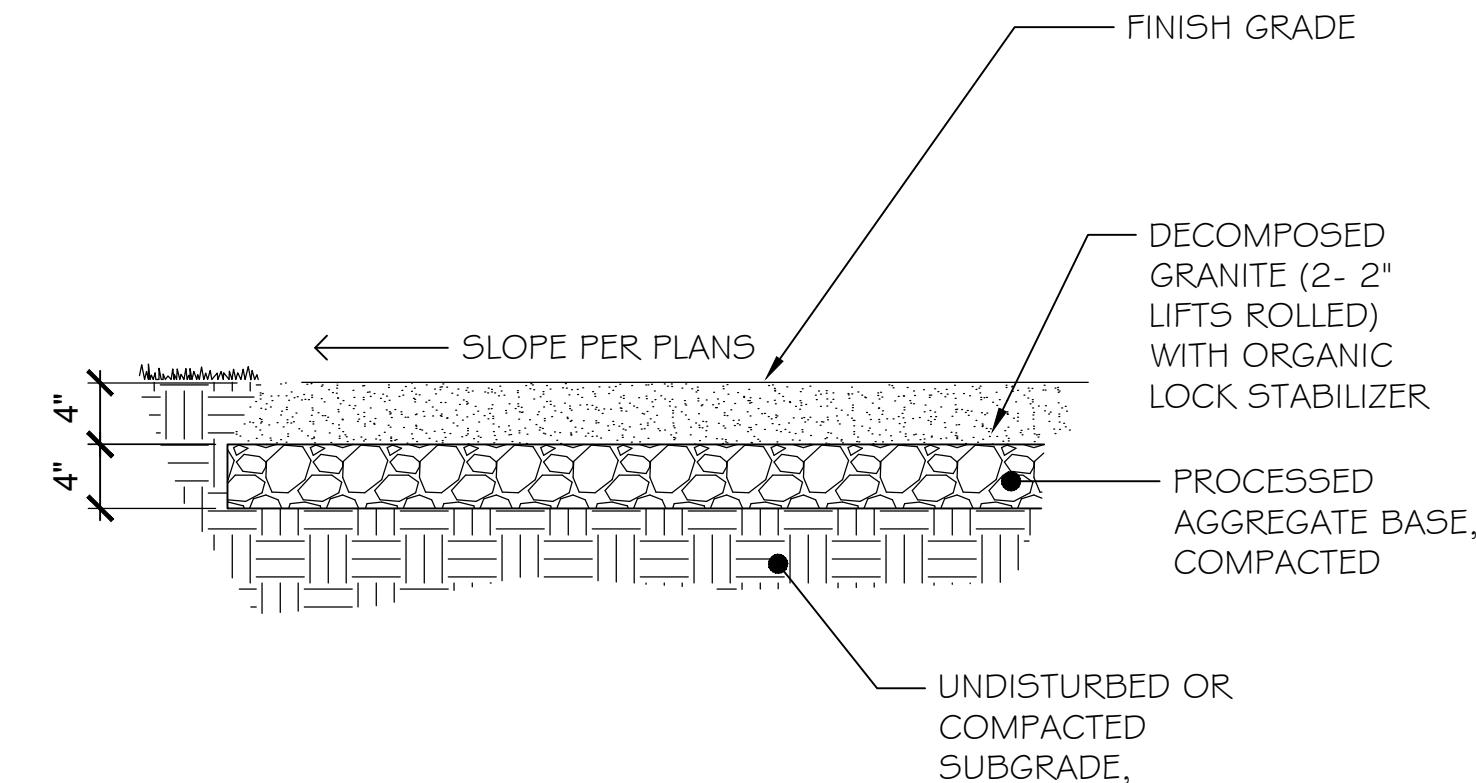
**5 CONCRETE PAD**  
L-5 1" = 1'-0"



**1 TREE PROTECTION**  
L-3 3/8" = 1'-0"



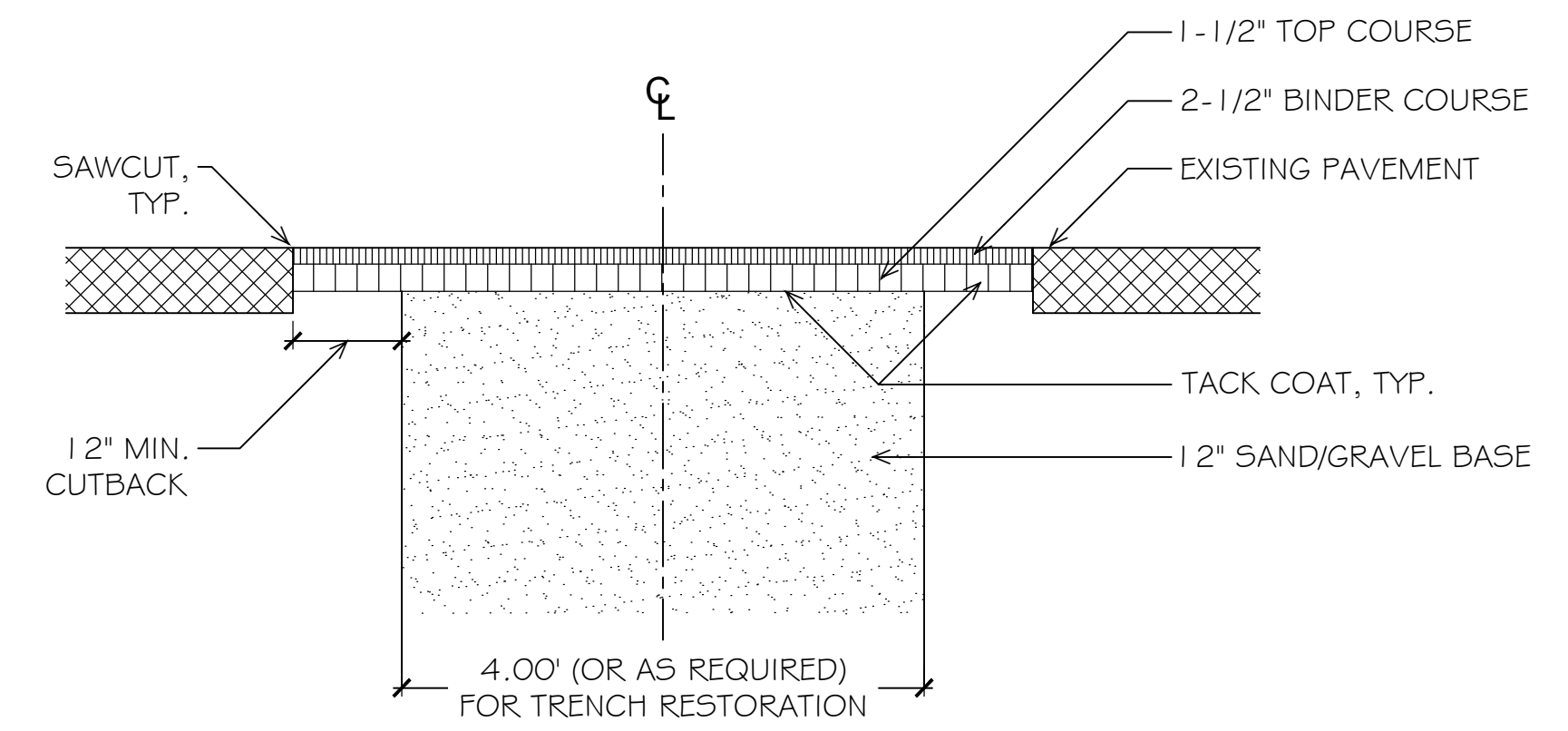
**3 LOAM & SEED**  
L-5 3" = 1'-0"



1. NOTE GRADATION COLOR.
2. PROCESSED AGGREGATE SHALL BE COMPACTED TO A 98% MAXIMUM DENSITY.
3. BASE MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF DIVISION III PART m SECTION M.01.01 COMMON BORROW OF THE RI DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

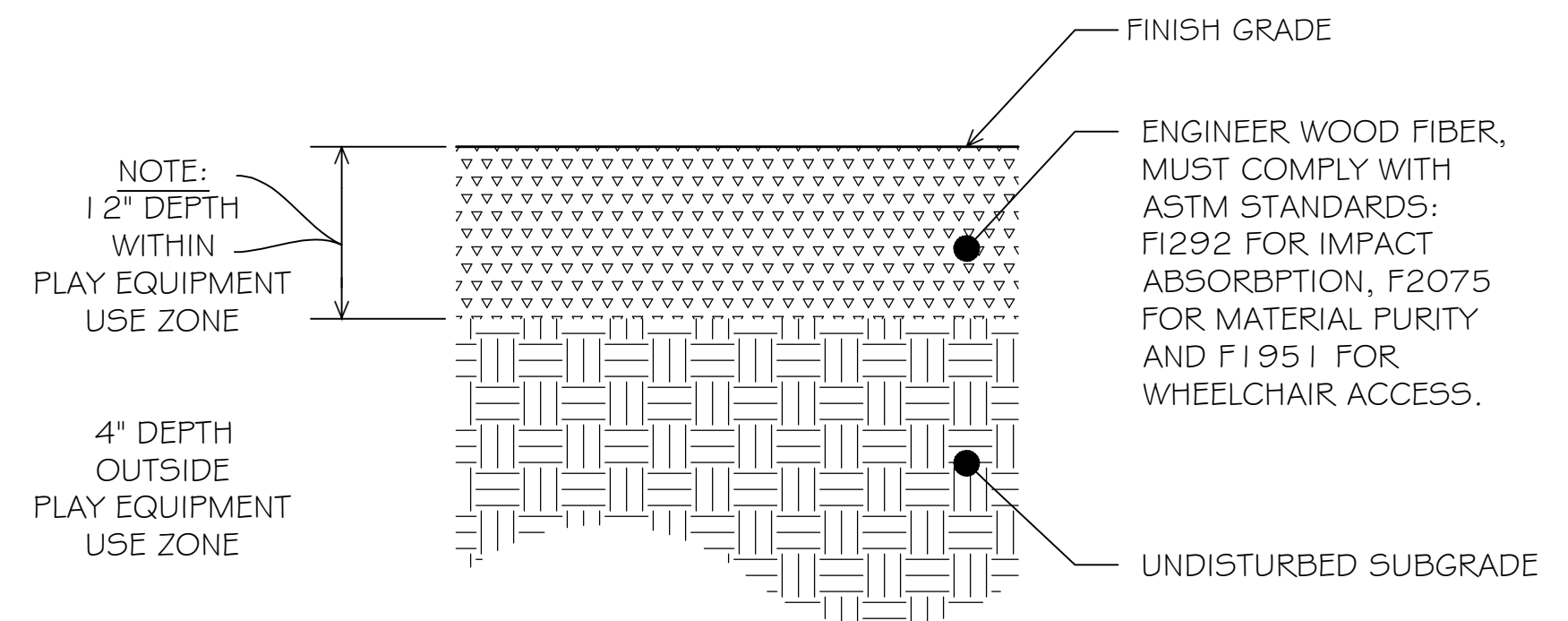
**6 4" STABILIZED DECOMPOSED GRANITE PATH**  
L-5 NOT TO SCALE

N.T.S.

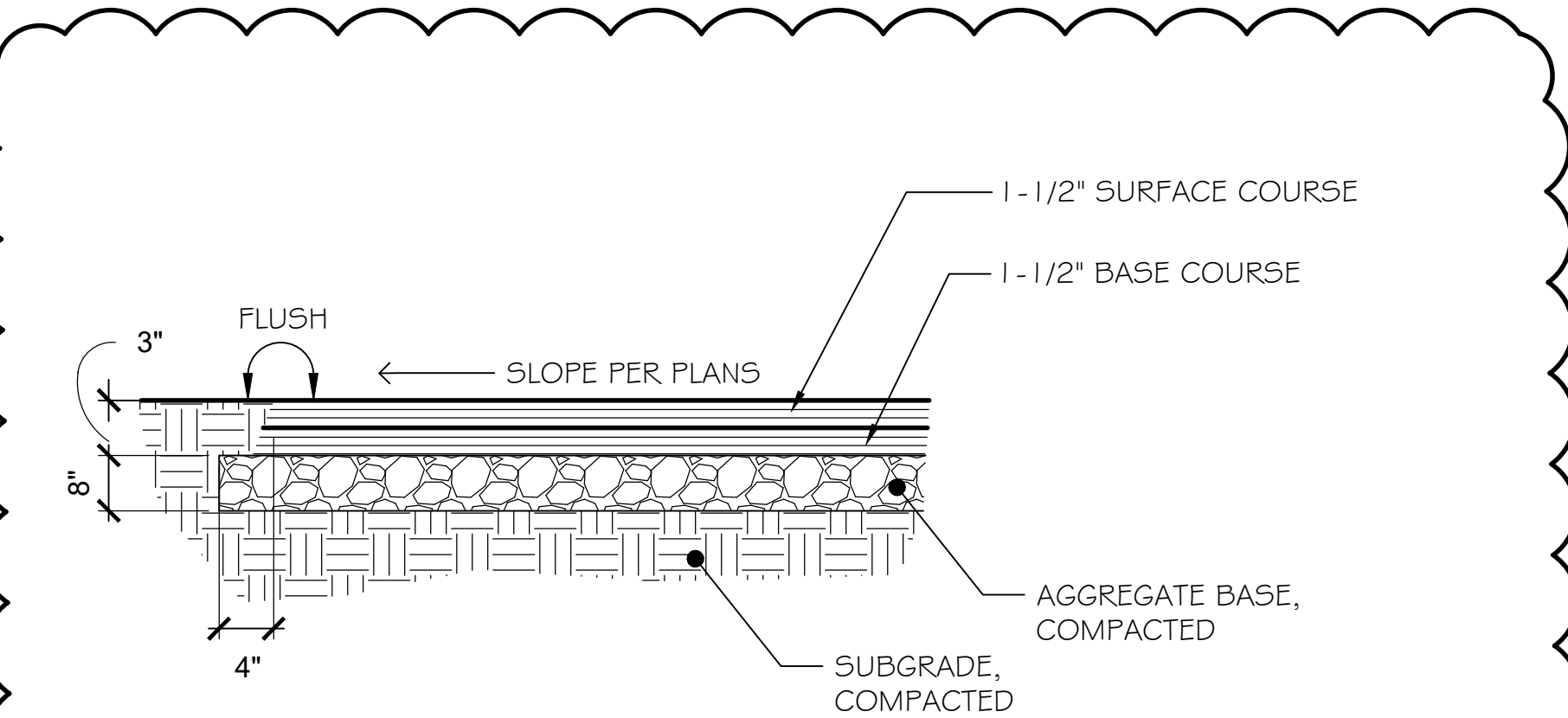


- NOTES:
1. DISTURBED AREAS SHALL NOT EXTEND BEYOND THE SAWCUT.
  2. ALL BITUMINOUS CONCRETE SHALL BE MHD TYPE 1-1.
  3. THIS DETAIL SHALL BE USED FOR PAVEMENT RESTORATION AT ALL TRENCHES WITH BITUMINOUS PAVEMENT.

**2 ASPHALT SAWCUT & REPAIR**  
L-3 3/4" = 1'-0"



**4 ENGINEERED WOOD FIBER MULCH**  
L-5 1" = 1'-0"



**7 BITUMINOUS CONCRETE PAVING**  
L-5 NOT TO SCALE

N.T.S.  
father lennon\_2020\_DM.dwg

ISSUED FOR BID

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NO.	REVISION	DATE
1	ADDENDA #1	7.1.20

**DEMOLITION PLAN B**  
**FATHER LENNON PARK IMPROVEMENTS**  
83 CAMDEN AVENUE, PROVIDENCE, RI 02908

FILE: father lennon\_2020\_DM.dwg

DATE:  
06/08/2020

SCALE:  
AS SHOWN

DRAWN BY:  
LL

CHECKED/  
APPROVED:  
MG

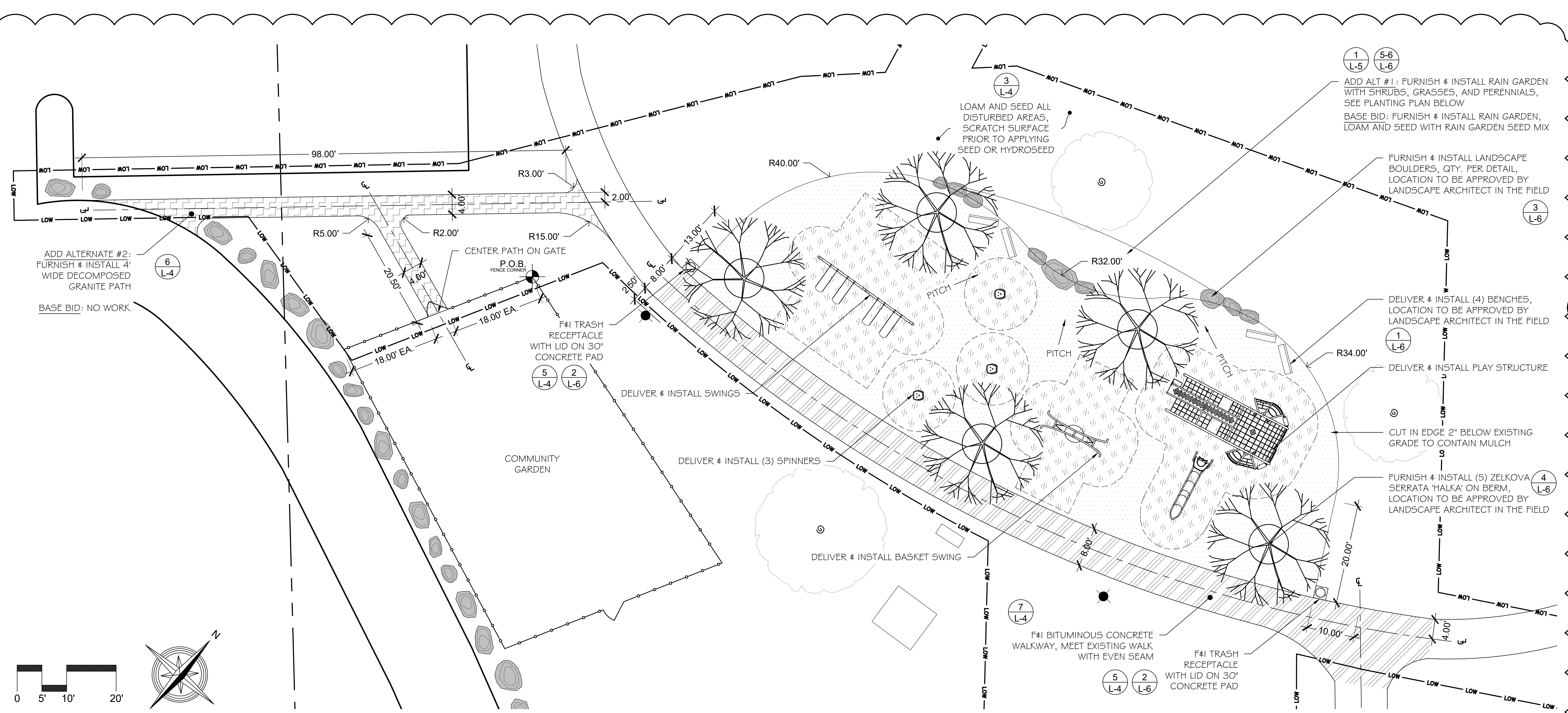
SHEET NO.  
L-4

OF 06

NO.	REVISION	DATE
1	ADDENDUM #1	07/01/20

**SITE CONSTRUCTION PLAN A**  
 FATHER LENNON PARK IMPROVEMENTS  
 83 CAMDEN AVENUE, PROVIDENCE, RI 02908

FILE: father lennon\_2020-Addendum1\_SC.dwg

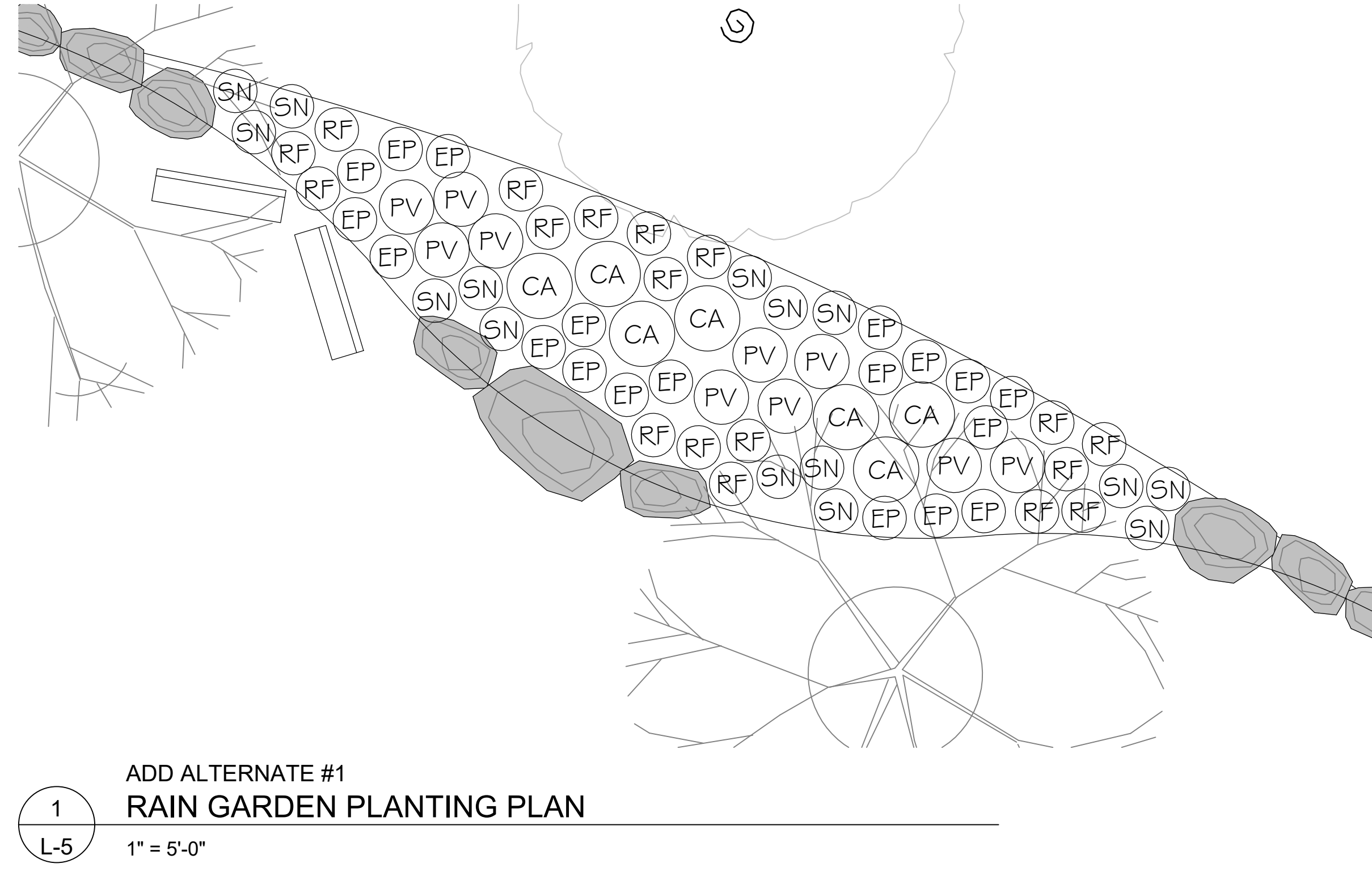


**SITE CONSTRUCTION PLAN NOTES**

- ALL LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
- STORAGE AREAS FOR CONTRACTOR'S EQUIPMENT AND MATERIALS SHALL BE ON AND WITHIN LIMITS OF WORK AS SHOWN ON THE PLANS AND AS APPROVED BY THE OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD AND REPORT ANY DISCREPANCIES IN THE PLAN TO THE OWNER'S REPRESENTATIVE PRIOR TO STARTING WORK.
- ALL EQUIPMENT LAYOUT TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION

**SITE CONSTRUCTION PLAN LEGEND**

- POINT OF BEGINNING
- PLAY EQUIPMENT SAFETY USE ZONE
- 4" DEPTH ENGINEERED WOOD FIBER, OUTSIDE PLAY EQUIPMENT USE ZONES
- 12" DEPTH ENGINEERED WOOD FIBER, WITHIN PLAY EQUIPMENT USE ZONES
- BITUMINOUS CONCRETE PATH
- DECOMPOSED GRANITE PATH



ADD ALTERNATE #1  
**RAIN GARDEN PLANTING PLAN**  
 1" = 5'-0"

**ADD ALTERNATE #1 - PLANTING PLAN SCHEDULE**

KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
<b>TREES - BASE BID</b>				
ZS	ZELKOVA 'SERRATA' 'HALKA'	'HALKA' ZELKOVA	2- 1/2" - 3" CAL.	5
<b>SHRUBS - ADD ALT. #1</b>				
CA	CLETHRA ALNIFOLIA 'HUMMINGBIRD'	'HUMMINGBIRD' SUMMERSWEET	3 GAL.	7
<b>GRASSES &amp; PERENNIALS - ADD ALT. #1</b>				
EP	ECHINACEA PURPUREA 'MAGNUS'	'MAGNUS' CONEFLOWER	1 GAL.	17
PV	PANICUM VIRGATUM 'NORTHWIND'	'NORTHWIND' SWITCHGRASS	1 GAL.	10
RF	RUDBECKIA FULGIDA 'GOLDSTURM'	'GOLDSTURM' BLACK EYED SUSAN	1 GAL.	18
SN	SYMPHYOTRICHUM NOVAE-ANGLIAE	NEW ENGLAND ASTER	1 GAL.	15

**BASE BID - SEED MIX**

BOTANICAL NAME	COMMON NAME	APPLICATION RATE (LBS/ACRE)
<b>GRASSES - 60%</b>		
CAREX SPP.	CAREX SPECIES	0.975
ELYMUS VIRGINICUS	VIRGINIA WILD RYE	0.975
SCIRPUS SPP.	SCIRPUS SPECIES	0.975
SPARGANIUM EURYCARPUM	COMMON BUR REED	0.975
<b>FORBS - 40%</b>		
ANEMONE CANADENSIS	CANADA ANEMONE	0.185
ANGELICA ATROPURPUREA	ANGELICA	0.185
ASCLEPIAS INCARNATA	SWAMP MILKWEED	0.185
EUPATORIUM MACULATUM	JOE-PYE WEED	0.185
EUPATORIUM PERFOLIATUM	BONESET	0.185
HELIENIUM AUTUMNALE	SNEEZEWEED	0.185
IRIS VIRGINICA	WILD BLUE FLAG	0.185
LOBELIA SIPHILITICA	GREAT BLUE LOBELIA	0.185
RUDBECKIA FULGIDA	BLACK-EYED SUSAN	0.185
SOLIDAGO GRAMINIFOLIA	GRASS-LEAVED GOLDENROD	0.185
SOLIDAGO PATULA	SWAMP GOLDENROD	0.185
SYMPHYOTRICHUM PUNICEUM	SWAMP ASTER	0.185
VERBENA HASTATA	BLUE VERVAIN	0.185
VERNONIA MISSURICA	IRONWEED	0.185

TOTAL APPLICATION RATE FOR AVERAGE GERMINATION SHALL BE 6.5 LBS/ACRE

**ISSUED FOR BID**

DATE:	06/08/2020
SCALE:	1" = 10'
DRAWN BY:	LL
CHECKED/ APPROVED:	MG
SHEET NO.	L-5
OF	06